Minutes – Executive Policy Committee – December 8, 2010

Minute No. 44
Report – Standing Policy Committee on Property and Development – December 6, 2010

Item No. 6 Development Agreement Amendment - AG 57/86 - DASZ 11/93 and DAZ 218/2000 (Transcona Ward)

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

The Executive Policy Committee concurred in the recommendations of the Standing Policy Committee on Property and Development and the East Kildonan-Transcona Community Committee and submits the following to Council:

1. That Clause 1. of Addendum AG 218/00 to Development Agreement AG 57/86 be deleted and that Clauses 1 to 8. of former Addendum AG 11/93 to Development Agreement AG 57/86 be re-instated.

2. That in the event that services fronting the remaining un-serviced lots in Grassie Boulevard are installed by others, that the Developer pay its share of the cost of those services as described in Clause 1. of Addendum AG 218/2000 to Development Agreement AG 57/86.

3. 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 – December 8, 2010

Report – Standing Policy Committee on Property and Development – December 6, 2010

DECISION MAKING HISTORY:

Moved by Councillor Browaty,

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 Browaty,

That the recommendations of the Standing Policy Committee on Property and Development and the East Kildonan-Transcona Community Committee be concurred in and forwarded to Council.

Carried

STANDING COMMITTEE RECOMMENDATION:

On December 6, 2010, the Standing Policy Committee on Property and Development concurred in the recommendation of the East Kildonan-Transcona Community Committee and submitted the matter to the Executive Policy Committee and Council.

COMMUNITY COMMITTEE RECOMMENDATION:

On September 28, 2010, the East Kildonan-Transcona Community Committee concurred in the recommendation of the Winnipeg Public Service and forwarded the matter to the Standing Policy Committee on Property and Development.

On July 13, 2010, the East Kildonan-Transcona Community Committee laid over the matter to its meeting on September 28, 2010 and requested the Winnipeg Public Service to clarify the number of lots, including their dimensions, affected by the requested amendment to Development Agreement AG 57/86.

ADMINISTRATIVE REPORT

Title: **Minute 243 - Request to Amend Addendum Agreements to Development Agreement AG 57/86**

Critical Path: **East Kildonan – Transcona Community Committee**

AUTHORIZATION

Author	Department Head	CFO	CAO
K. Raban	n/a	n/a	n/a

RECOMMENDATIONS

1. That this report be received as information.

REASON FOR THE REPORT

The East Kildonan-Transcona Community Committee requested additional information.

IMPLICATIONS OF THE RECOMMENDATIONS

None

HISTORY

The East Kildonan-Transcona Community Committee laid over Item Minute 243 to its meeting on September 28, 2010 and requested the Winnipeg Public Service to clarify the number of lots, including their dimensions, affected by the requested amendment to Development Agreement AG 57/86.

There are 5 lots affected by the requested amendment to Development Agreement AG 57/86. The lots are dimensioned as follows;

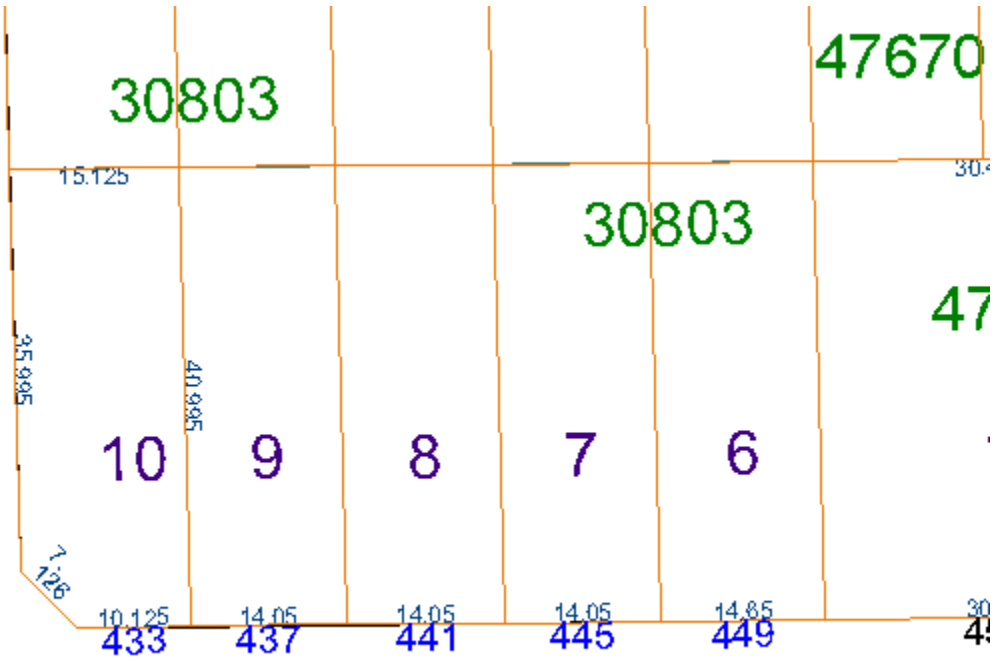
Lot No.	Width (ft)	Depth (ft)	Area (sq ft)
6	48.1	134.5	6,464
7	46.1	134.5	6,200

8	46.1	134.5	6,200
9	46.1	134.5	6,200
10	49.6	134.5	6,537

As information the lot frontages and areas exceed the R1-Large dimensional standards for single-family lots as set out in Winnipeg Zoning by-law 200-06.

TABLE 5-2: Dimensional Standards for the RR5, RR2, R1, R2 and RMH Zoning Districts amended 121/2008; 146/2008

Zoning District and Designation	Minimum Lot Area (Sq. Ft.) [Note a]	Minimum Lot Width (Ft.)	Minimum Front Yard (Ft.)	Minimum Rear Yard (Ft.)	Minimum Side Yard (Ft.) [Note b]	Minimum Reverse Corner Street Side Yard (Ft.)	Maximum Height of Bldg. (Ft.)	Maximum Lot Coverage (%)
RR5	5 acres	25	25	25	25	25	35	30
RR2	87,120	25	50	25	25	25	35	30
R1-Estate	20,000	25	30	25	10	20	35	30
R1-Large	5,500	25	20	25	4	10	35	40
R1-Medium	3,500	25	15 [note c & d]	25	4	4	35	45
R1-Small	2,500	25	15 [note c & d]	25	3 each, or 2 & 4	4	35	45



FINANCIAL IMPACT

Financial Impact Statement

Date:

Project Name:

First Year of Program

	0	1	2	3	4
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	-	-	-	-	-
Net Cost/(Benefit)	$ -	$ -	$ -	$ -	$ -
Less: Existing Budget Amounts	-	-	-	-	-
Net Budget Adjustment Required	$ -	$ -	$ -	$ -	$ -

Additional Comments:

original signed by
Department Controller

CONSULTATION

In preparing this report there was consultation with:

N/A

SUBMITTED BY

Department:	Planning, Property and Development
Division:	Development and Inspections
Prepared by:	Kim Raban, P.Eng., Land Development Administrator
Date:	September 17, 2010
File No.	Development Agreement AG 57/86

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ADMINISTRATIVE REPORT

Title: **Request to Amend Addendum Agreements to Development Agreement AG 57/86**

Critical Path: **East Kildonan – Transcona Community Committee → Standing Policy on Property and Development → Executive Policy Committee → Council**

AUTHORIZATION

Author	Department Head	CFO	CAO
K. Raban	n/a	n/a	n/a

RECOMMENDATIONS

1. That Clause 1. of Addendum AG 218/00 to Development Agreement AG 57/86 be deleted and that Clauses 1 to 8. of former Addendum AG 11/93 to Development Agreement AG 57/86 be re-instated.

2. That, in the event that services fronting the remaining un-serviced lots in Grassie Boulevard are installed by others, that the Developer pay it's share of the cost of those services as described in Clause 1. of Addendum AG 218/00 to Development Agreement AG 57/86.

3. 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

Council Authority is required to Amend Development Agreements and related documents prepared pursuant to Council's instructions.

IMPLICATIONS OF THE RECOMMENDATIONS

None

HISTORY

The City and the Developer entered into an Agreement dated the 29th day of July, A.D. 1987 which provided that the Developer shall install certain municipal services in order to proceed with the development of the Planned Area.

The terms and conditions of the Agreement were amended by the City and the Developer by executing addenda on September 25, 1991, September 23, 1992, September 22, 1993 and September 20, 2000.

The September 22, 1993 Addendum (DASZ 11/93), Appendix "A", added 10 single-family building lots to the Planned Area and, amongst other things, required that the Developer pay development related costs for services in Grassie Boulevard fronting two of the lots. The Developer would have to extend services in front of the remaining three lots prior to the issuance of building permits on those three lots.

The September 20, 2000 addendum (DAZ 218/00), Appendix "B", re-zoned the 5 lots on Grassie Boulevard to an RM-2 Multiple Family District and took away the Developer's option to extend services, allowing only that the Developer pay development related costs for services in Grassie Boulevard fronting all 5 lots.

The Developer has requested to be able to construct single-family and/or duplex units on the 5 lots rather than one larger multi-family building. There are no zoning issues with this, however it would require the extension of services as previously required by the former Addendum AG 11/93. There is also un-serviced privately-owned land across the street from the subject property that is currently subject to Development Application DASSF 540/09 in process. In the event that services are extended by others under Development Application DASSF 540/09, then the Developer should be required to pay it's share of those services rather than build them.

FINANCIAL IMPACT

Financial Impact Statement

Date:

Project Name:

First Year of Program

	0	1	2	3	4
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	-	-	-	-	-
Net Cost/(Benefit)	$ -	$ -	$ -	$ -	$ -
Less: Existing Budget Amounts	-	-	-	-	-
Net Budget Adjustment Required	$ -	$ -	$ -	$ -	$ -
Additional Comments:					

original signed by
Department Controller

CONSULTATION

In preparing this report there was consultation with:

N/A

SUBMITTED BY

Department:	Planning, Property and Development
Division:	Development and Inspections
Prepared by:	Kim Raban, P.Eng., Land Development Administrator
Date:	July 5, 2010
File No.	Development Agreement AG 57/86

Appendix “A” - Addendum to AG 57/86 (DASZ 11/93)
Appendix “B” – Addendum to AG 57/86 (DAZ 218/00)

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APPENDIX "A" – ADDENDUM TO AG 57/86 (DASZ 11/93)

ADDENDUM made in duplicate this 22nd day

of September A.D. 1993.

BETWEEN:

THE CITY OF WINNIPEG
(hereinafter called the "City")

OF THE FIRST PART,

- and -

NORTH GRASSIE PROPERTIES INC.
(hereinafter called the "Developer")

OF THE SECOND PART.

WHEREAS:

a) The City and the Developer entered into an Agreement dated the 29th day of July, A.D. 1987 (hereinafter called the "Agreement") which provided, inter alia, that the Developer shall install certain municipal services in order to proceed with the development of the Planned Area.

b) The terms and conditions of the said Agreement were amended by the City and the Developer executing Addenda to the Agreement dated September 25, 1991 and September 23, 1992.

c) The City has approved the registration of a plan of subdivision referenced as DASZ 11/93 for land adjacent to the Planned Area.

d) The City and the Developer have agreed to further amend the Agreement, as amended.

NOW THEREFORE in consideration of the premises and in consideration of the sum of ONE DOLLAR ($1.00) paid by each of the parties to the other, the receipt of which by each of the parties is hereby acknowledged, the City and the Developer hereby agree to amend the Agreement, as amended, as follows:

1. The following documents, hereto attached, are hereby added to the Agreement and included under Paragraph 2. Contract Documents, as follows:

a) Schedule "A-1" being the legal description of the land covered by the plan of subdivision approved under DASZ 11/93 and by agreement of the parties made part of the Planned Area.

b) Andre Van De Walle Drawing, sworn to on August 30, 1993 being the plan of subdivision approved under DASZ 11/93 as Schedule "B-1" to the Agreement;

c) I.D. Engineering Canada Inc. Drawing being a servicing plan for the Planned Area under DASZ 11/93 as Schedule "E-1" to the Agreement.

2. Clause 3. in Section I of Schedule "C" of the Agreement is hereby amended by adding to it the following sentences:

"The Developer shall, prior to the release of the subdivision mylars approved under DASZ 11/93 for registration in the Land Titles Office pay the sum of $5,319.29 being the land drainage trunk capacity charge attributable to Lots 1 to 5 as shown on Schedule "B-1" and which amount is calculated as follows:

i)	0.73 acres x $6,810.00 per acre =	$4,971.30	Paid
ii)	G.S.T. (7%) on i) above	347.99	Mar 1/94
		$5,319.29	

The Developer shall prior to the issuance of a Building Permit for any lot fronting onto Grassie Boulevard and shown as Lots 6 to 10, both inclusive, on Schedule "B-1" of this Agreement pay the sum of $5,246.42 being the

land drainage trunk capacity charge attributable to Lots 6 to 10, both inclusive, as shown on Schedule "B-1" of this Agreement and which amount is calculated as follows:

i)	0.72 acres x $6,810.00 per acre =	$4,903.20
ii)	G.S.T. (7%) on i) above =	$ 343.22
		$5,246.42

The City shall file the appropriate caveat(s) in the Land Titles Office notifying any prospective buyer of the outstanding land drainage trunk costs and arrangements for the payment of those costs."

3. Sub-clause 4.a) in Section I of Schedule "C" of the Agreement is hereby deleted and replaced with the following:

"a) The Developer shall, at no expense to the City, construct and install watermains and related appurtenances including a 350 mm main in Grassie Boulevard to the east limit of the land shown in Schedule "B-1" of this Agreement to serve the Planned Area and adjacent land to the satisfaction of the Commissioner of Works and Operations.

The City shall reimburse the Developer for the difference in cost of constructing the 350 mm watermain in Grassie Boulevard and an equivalent 250 mm watermain as determined by the Commissioner of Works and Operations subject to the approval of capital funding therefor by Council. That payment shall be interest free for a period of 365 days after completion of that work as determined by the Commissioner of Works and Operations and if not sooner paid simple interest shall thereafter accrue at a rate equal to the borrowing rate being paid by the City on its debentures for the year interest commences.

4. Clause 10. in Section I of Schedule "C" of the Agreement is hereby amended by adding to it the following paragraph:

"The Developer shall prior to the release of the subdivision mylars approved under DASZ 11/93 for registration in the Land Titles Office pay the sum of $2,744.55 as its share of the cost of pavement improvements constructed by others at and near the intersection of Grassie Boulevard & Lagimodiere Boulevard and its share of the cost of traffic signals installed by others at that intersection which amount is calculated as follows:

i)	5 lots @ $513.00/lot =	$2,565.00
ii)	G.S.T. (7%) on i) above	179.55
		$2,744.55

Paid march 1/94

5. Clause 2. in Section II of Schedule "C" of the Agreement is amended by adding thereto a further paragraph as follows:

"The Developer shall pay to the City, prior to the release of the subdivision mylars approved under DASZ 11/93 for registration in the Land Titles Office, the sum of $1,737.68 in lieu of the City's administration and related costs associated with the preparation and implementation of the Agreement as it relates to DASZ 11/93 which amount is calculated as follows:

i)	1.45 acres x $1,120.00/acre =	$1,624.00
ii)	G.S.T. (7%) on i) above =	$ 113.68
		$1,737.68"

Pd Mar 1/94

6. Clause 2. in Section II of Schedule "C" of the Agreement is amended by adding to it the following paragraph:

Paid mar. 1/94

"The Developer shall purchase Block 14, Plan 24625 from the City for a price equal to the realty taxes which would have been payable (if privately owned) from the time Lot 14 was transferred to the City by the Developer as required under the terms of this Agreement to the date the Developer regains title."

7. A new Clause 27. is added to Section I of Schedule "C" of the Agreement as follows:

"27. Services in Grassie Boulevard

The Developer shall prior to the issuance of a Building Permit for any lot fronting onto Grassie Boulevard and shown as Lots 6 to 10, both inclusive on Schedule "B-1" of this Agreement, pay its share of the cost of services installed or to be installed by the City and others in Grassie Boulevard and benefiting the Planned Area on the basis of Local Improvement rates prevailing at the time that the Building Permit is applied for. The City shall file the appropriate caveat(s) in the Land Titles Office notifying any prospective lot purchaser of the outstanding servicing costs and arrangement(s) for the payment of those costs."

On the basis of 1993 rates therefor, that share is calculated as follows:

i)	Wastewater sewer	93' x $38.00/foot =	$ 3,534.00
ii)	Watermain	95' x $36.00/foot =	$ 3,420.00
iii)	Land drainage sewer	64' x $18.00/foot =	$ 1,152.00
iv)	Concrete pavement	200' x $103.94/foot =	$20,788.00
v)	Ornamental street lighting	236' x $9.20/foot =	$ 2,171.20
vi)	Concrete sidewalk	236' x $16.94/foot =	$ 3,997.84
vii)	Boulevard sodding including trees	236' x $15.90/foot =	$ 3,752.40
viii)	G.S.T. (7%) on i) to vii) above		$ 2,717.08
			$41,532.52

It is understood and agreed that payment of the costs under Items 27 iii), iv), v), vi) and vii) plus G.S.T. represent the Developer's full obligations to the land drainage sewer, concrete pavement, ornamental street lighting, concrete sidewalk and boulevard improvements respectively in Grassie Boulevard and there will be no further requirements of the Developer relative to these services.

8. A new Clause 28. is added to Section I of Schedule "C" of the Agreement as follows:

"28. Refuse Containers

a) The Developer shall supply, place and maintain, at no expense to the City, commercial refuse containers throughout the Planned Area to the satisfaction of the Commissioner of Works and Operations during the installation of services and the construction of buildings,

b) The Developer shall remove the existing trailer and refuse container from the Planned Area by November 30, 1993."

SIGNED, SEALED AND DELIVERED on this 6th day of January A.D. 1994.

BY: THE CITY OF WINNIPEG

Mayor

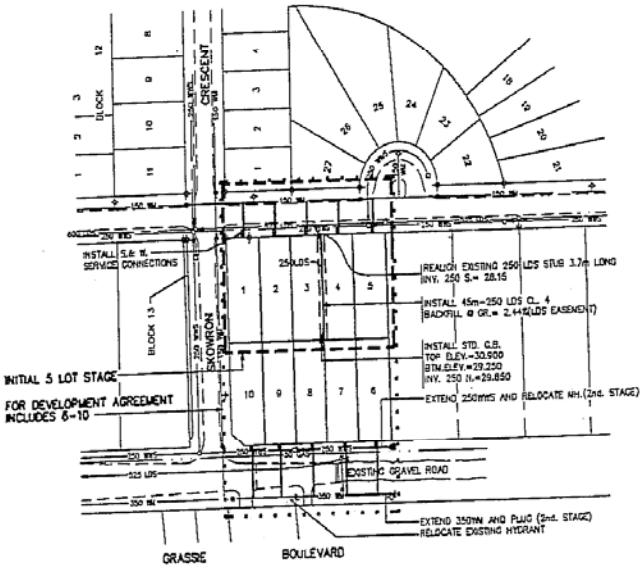
Deputy City Clerk

AND on this 20th day of December A.D. 1993

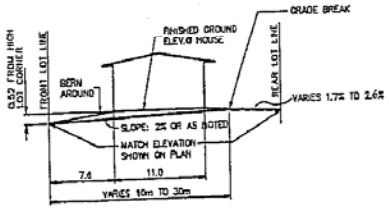
BY: NORTH GRASSIE PROPERTIES INC.

per: Treasurer

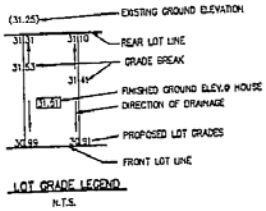
per: Secretary



GENERAL LAYOUT



LOT GRADE PROFILE
(N.T.S.)



LOT GRADE LEGEND
N.T.S.

BENCH MARK
N. SIDE GRASS
BLVD. & LANE
FOUNDATION O
AND 0.3m BEL
THE HOUSE.

LOCATION APPROVED
UNDERGROUND STRUCTURES

SUPT. U/G STRUCTURES COMMITTEE DATE

NOTE:

B.M. ELEV.

1 GENERAL I
NO. REVISIONS

METRIC

APPENDIX "B" – ADDENDUM TO AG 57/86 (DAZ 218/00)

ADDENDUM made in duplicate this 20th day

of September A.D. 2000.

BETWEEN:

THE CITY OF WINNIPEG
(hereinafter called the "City")

OF THE FIRST PART,

- and -

NORTH GRASSIE PROPERTIES INC.
(hereinafter called the "Developer")

OF THE SECOND PART.

WHEREAS:

a) The City and the Developer entered into an Agreement dated the 29th day of July, A.D. 1987 (hereinafter called the "Agreement") which provided, inter alia, that the Developer shall install certain municipal services in order to proceed with the development of the Planned Area.

b) The terms and conditions of the said Agreement were amended by the City and the Developer executing Addenda to the Agreement dated September 25, 1991, September 23, 1992 and September 22, 1993.

c) The City has approved the rezoning of a portion of the Planned Area to an "RM-2" Multiple-Family District subject to prior execution of this Agreement.

NOW THEREFORE in consideration of the premises and in consideration of the sum of ONE DOLLAR ($1.00) paid by each of the parties to the other, the receipt of which by each of the parties is hereby acknowledged, the City and the Developer hereby agree to amend the Agreement, as amended, as follows:

1. Clause 27. of Section I of Schedule "C" of the Agreement is deleted in its entirety and replaced with the following new Clause 27.:

"27. Services in Grassie Boulevard

a) The Developer shall prior to the issuance of a Building Permit for Lots 6 to 10 both inclusive as shown on Schedule "B-1" of this Agreement, pay its share of the cost of services installed or to be installed by the City and others in Grassie Boulevard and benefiting Lots 6 to 10 on the basis of Local Improvement rates prevailing at the time the building permit is applied for. On the basis of 2001 rates therefor, those shares are calculated as follows:

i)	Wastewater sewer	236' x $38.00/ft. =	$8,968.00
ii)	Watermain	236' x $36.00/ft. =	8,496.00
iii)	Land drainage sewer	64' x $18.00/ft. =	1,152.00
iv)	Concrete pavement	200' x $118.61/ft. =	23,722.00
v)	Ornamental street lighting	236' x $9.40/ft. =	2,218.40
vi)	Concrete sidewalk	236' x $15.89/ft. =	3,750.04
vii)	Boulevard sodding including trees	236' x $13.18/ft. =	3,110.48
viii)	G.S.T. (7%) on i) to vii) above		3,599.18
			$55,016.10

b) It is understood and agreed that payment of the costs under a) of this clause represent the Developer's full obligations to the watermain, wastewater sewer, land drainage sewer, concrete pavement, ornamental street lighting, concrete sidewalk and boulevard improvements in Grassie Boulevard and there will be no further requirements of the Developer relative to these services but should there be any future changes in laws, or policies of the City, rendering the land affected subject to rates, charges or assessments (including any in respect of replacement, maintenance or repair of those services) that land will be subject thereto.

c) The City shall file the appropriate caveat(s) in the Land Titles Office notifying any prospective lot purchaser of the outstanding servicing costs and arrangement(s) for the payment of those costs.

d) It is also understood and agreed that the requirement for the Developer to construct a 350mm watermain in Grassie Boulevard to the east limit of the Planned Area in accordance with Clause 4.a) of this Secion of Schedule "C" is hereby deleted."

SIGNED, SEALED AND DELIVERED on this 3RD day of MAY A.D. 2001

BY: THE CITY OF WINNIPEG

Director of Planning, Property and Development

AND on this 24th day of APRIL A.D. 2001

BY: NORTH GRASSIE PROPERTIES INC.

Per: Name: John E. Wiebe
Title: President

Per: Name: Vera Ruth Wiebe
Title: Secretary