Agenda - Executive Policy Committee – May 16, 2012

Report - Standing Policy Committee on Property and Development – May 8, 2012

Item No. 9 Encroachment Agreement - 341 Wilton Street – The Army Navy and Air Force Veterans in Canada – Rockwood Unit # 303 (River Heights-Fort Garry Ward)

STANDING COMMITTEE RECOMMENDATION:

On May 8, 2012, the Standing Policy Committee on Property and Development concurred in the recommendation of the Winnipeg Public Service and submits the following to Council:

1. That an Encroachment Agreement in favour of The Army Navy & Air Force Veterans Rockwood Unit # 303 for the development and maintenance of a wheelchair ramp, as shown as 'Encroachment Area' on Misc. Plan No. 14228, be approved in accordance with the terms and conditions as set out in Schedule A.

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

Agenda - Executive Policy Committee – May 16, 2012

Report - Standing Policy Committee on Property and Development – May 8, 2012

DECISION MAKING HISTORY:

STANDING COMMITTEE RECOMMENDATION:

On May 8, 2012, 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 - Development and Maintenance of a Wheelchair Ramp at 341 Wilton Street Encroaching into the Scotland Avenue Right-of-Way – The Army Navy & Air Force Veterans in Canada Rockwood Unit # 303

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

AUTHORIZATION

Author	Department Head	CFO	CAO
J. Zabudney	B. Thorgrimson	N/A	D Joshi COO

RECOMMENDATIONS

1. That a proposed Encroachment Agreement in favour of The Army Navy & Air Force Veterans Rockwood Unit # 303 for the development and maintenance of a wheelchair ramp, as shown as 'Encroachment Area' on attached Misc. Plan No. 14228, 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 foregoing.

REASON FOR THE REPORT

In general, the City cannot grant the lease of land comprising of a public right-of-way unless first legally closing the public right-of-way. The City has, however, the power to lease or permit the use of a public right-of-way subject to the continuing pleasure of Council.

This report seeks Council's approval of the terms and conditions of the Encroachment Agreement.

IMPLICATIONS OF THE RECOMMENDATIONS

The Department has determined that there is no policy, regulatory, environmental or human resource implications to the lease of the subject property as described on the attached Misc. Plan No. 14228.

HISTORY

An Encroachment application was received in December 2011, requesting authorization to construct a wheelchair ramp along the south side of the building located at 341 Wilton Street, encroaching onto the Scotland Avenue right of way.

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

The Corporate Finance Department, Risk Management, 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: April 2, 2012

Project Name:

Proposed Encroachment Agreement for the Development and Maintenance of a Wheelchair Ramp at 341 Wilton Street Encroaching into Scotland Avenue right of way

First Year of Program **2012**

	2012	2013	2014	2015	2016
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	313	63	63	63	63
Net Cost/(Benefit)	$ (313)	$ (63)	$ (63)	$ (63)	$ (63)
Less: Existing Budget Amounts	(313)	(63)	(63)	(63)	(63)
Net Budget Adjustment Required	$ -	$ -	$ -	$ -	$ -

Additional Comments: Revenues in 2012 consist of the $62.50 annual fee + a one-time admin fee of $250. From 2013 onward, revenues consist of just the annual encroachment fee.

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

CONSULTATION

In preparing this report there was consultation with:

Corporate Finance
Legal Services Department to legal issues
Public Works Department

SUBMITTED BY

Department	Planning, Property and Development
Division	Real Estate
Prepared by:	L. Danielson, Real Estate Officer
Date:	April 18, 2012
File No.	32/6880

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SCHEDULE A

PROPOSED TERMS AND CONDITIONS FOR ENCROACHMENT AGREEMENT TO PERMIT THE DEVELOPMENT AND MAINTENANCE OF A WHEELCHAIR RAMP ENCROACHING ONTO THE SCOTLAND STREET RIGHT-OF-WAY BETWEEN WILTON STREET AND GUELPH STREET – THE ARMY NAVY & AIR FORCE VETERANS IN CANADA ROCKWOOD UNIT #303

Use:	Development and Maintenance of a wheelchair ramp
Area:	Shown and identified as 'Encroachment Area' on Misc. Plan No. 14228 attached.
Term:	Annual Continuing, commencing on a mutual date after Council approval.
Rental:	$62.50 per annum, plus GST, computed pursuant to Section 4 (1)(d) of 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 GST.
Insurance:	**Phase 1 – Construction and Development**:

The Developer (Army Navy & Air Force Veterans in Canada Rockwood Unit # 303) shall ensure that any contractor and sub-contractor hired to perform Work shall provide and maintain the following insurance coverage:

- Commercial general liability insurance in the amount of at least two million dollars ($2,000,000) inclusive, with The City of Winnipeg and the Developer to be added as an additional insured, cross liability clause, contractual liability, unlicensed motor vehicle ability, non-owned automobile and products and completed operations cover to remain in place at all times during the performance of the Work;

- Automobile liability insurance for owned automobiles used for or in connection with the Work in the amount

of at least $2,000,000 to be in place at all times during the performance of the Work;

- Deductibles shall be borne by the Contractor;
- The Contractor shall provide the City with a certificate of insurance of each policy, in a form satisfactory to the City of Winnipeg at least 2 business days prior to the commencement of any Work on the Site;
- The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least 15 calendar days written notice;
- Any certificates of insurance should be sent to: The City of Winnipeg, Risk Management Division, 3rd Floor, 185 King Street, Winnipeg, MB R3B 1J1. Attention: Supervisor of Insurance and Risk Financing Fax 986-6132

Phase 2 – Maintenance and Operation

- During the maintenance and operation phase (after construction) the Lessee/Developer shall provide and maintain the following insurance coverage:
- Commercial general liability insurance, in an amount of at least $2,000,000 inclusive, such liability policy to add The City of Winnipeg as an additional insured, cross liability clause, provision to provide 15 days written notice of termination/cancellation;
- All policies shall be taken out with insurers licensed to and carrying on business in the Province of Manitoba;
- Deductibles shall be borne by the Developer;
- The Developer shall file with the City an annual certificate of insurance in a form satisfactory to the City Solicitor;
- The City shall have the rights to alter the limits and/or coverages as reasonably required from time to time during the continuance of the lease agreement and any subsequent renewal thereof; provided that the City shall

give the Lessee reasonable notice and 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 six (6) 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 obtain 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 and that prior to any digging or excavation, Manitoba Hydro and Centra Gas Manitoba Inc. advise the applicant contact the Call-Before-You-Dig line at 480-1212;

That if any removal, relocation or adjustment of existing MTS facilities is required, it will be at the expense of the applicant and/or customer: that extreme caution be used when excavating in the vicinity of MTS buried plant and that the applicant contact the Buried Plant Location Services at 941-7267, 48 hours prior to excavation for further confirmation in the field;

A minimum 1.8 m (6') clearance is required between the ramp and all other sidewalk/boulevard obstructions to facilitate pedestrian passage and snow clearing operations;

That bollards are installed at the east and west end of the encroaching ramp so sidewalk snow clearing operators are made aware of the encroaching ramp, as per the Transportation Division of the Public Works Department.

The proposed ramp must be in compliance with the Manitoba Building Code;

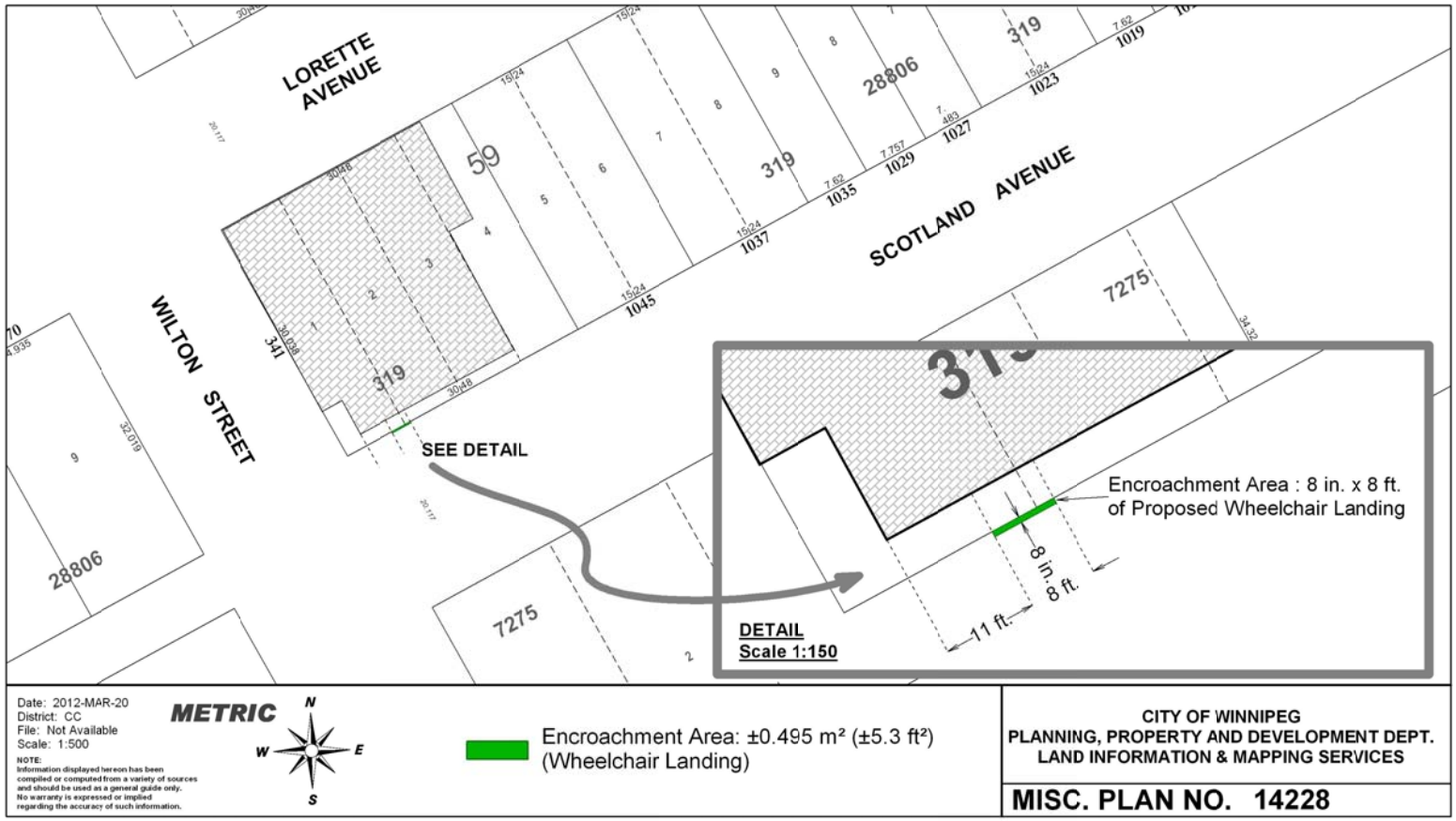
That all applicable permits be obtained prior to any development.

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.

THE ARMY NAVY & AIR FORCE VETERANS IN CANADA ROCKWOOD UNIT # 303 ACKNOWLEDGES AND AGREES WITH THE ABOVE TERMS AND CONDITIONS.

President Tom Murray — 24-3-2012

TITLE: **DATE**


LORETTE AVENUE
SCOTLAND AVENUE
WILTON STREET
SEE DETAIL
DETAIL
Scale 1:150
Encroachment Area : 8 in. x 8 ft.
of Proposed Wheelchair Landing
8 in.
8 ft.
11 ft.
28806
7275
319
59
Date: 2012-MAR-20
District: CC
File: Not Available
Scale: 1:500
METRIC
N
W
E
S
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.
Encroachment Area: ±0.495 m² (±5.3 ft²)
(Wheelchair Landing)
CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.
LAND INFORMATION & MAPPING SERVICES
MISC. PLAN NO. 14228