Report – Standing Policy Committee on Water and Waste, Riverbank Management and the Environment – May 15, 2020

Item No. 1 Proposed Agreement for Services – Land Drainage Works – 1555 Lagimodiere Boulevard (Transcona Ward)

COUNCIL DECISION:

Council concurred in the recommendation of the Standing Policy Committee on Water and Waste, Riverbank Management and the Environment and adopted the following:

1. That the proposed Terms and Conditions for an Agreement of Services, attached hereto as Schedule A, in favour of 10023987 Manitoba Ltd. to construct land drainage sewer works, be approved.

2. That the City enter into, execute and deliver an Agreement for Services, pursuant to Section 211 of the City of Winnipeg Charter, with 10023987 Manitoba Ltd. in accordance with the terms set out in the attached Proposed Terms and Conditions document (Schedule A), and to fulfill all the requirements outlined in the Proposed Terms and Conditions document, and such other agreements as are determined necessary by the Director of Legal Services and City Solicitor to implement the intent of the foregoing (the "Ancillary Agreements").

3. That authority be delegated to the Chief Administrative Officer to negotiate and approve the terms and conditions of the Agreement for Services and the Ancillary Agreements in accordance with this report and such other terms and conditions deemed necessary by the City Solicitor / Director of Legal Services to protect the interests of the City.

4. 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 Water and Waste, Riverbank Management and the Environment – May 15, 2020

DECISION MAKING HISTORY:

Moved by Councillor Gilroy,

That the recommendation of the Standing Policy Committee on Water and Waste, Riverbank Management and the Environment be adopted by consent.

Carried

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

On May 22, 2020, the Executive Policy Committee concurred in the recommendation of the Standing Policy Committee on Water and Waste, Riverbank Management and the Environment and submitted the matter to Council.

STANDING COMMITTEE RECOMMENDATION:

On May 15, 2020, the Standing Policy Committee on Water and Waste, Riverbank Management and the Environment concurred in the recommendation of the Winnipeg Public Service and submitted the matter to the Executive Policy Committee and Council.

ADMINISTRATIVE REPORT

Title: PROPOSED AGREEMENT FOR SERVICES – LAND DRAINAGE WORKS – 1555 LAGIMODIERE BOULEVARD

Critical Path: The Standing Policy Committee on Water and Waste, Riverbank Management and the Environment – Executive Policy Committee – Council

AUTHORIZATION

Author	Department Head	CFO	CAO
G. K. Patton, P. Eng., Manager of Engineering Services	M. L. Geer, CPA, CA, Director, Water and Waste Department	N/A	M. Ruta, Interim CAO

EXECUTIVE SUMMARY

The landowner, 10023987 Manitoba Ltd., wishes to construct an automobile dealership on the land at 1555 Lagimodiere Boulevard. Developing the land in this manner requires the construction and installation of land drainage sewers and associated works in Almey Avenue as well as through the southerly portion of the land.

An Agreement for Services with the landowner is necessary to define the requirements related to undertaking the land drainage works required for servicing the automobile dealership.

RECOMMENDATIONS

1. That the proposed Terms and Conditions for an Agreement of Services, attached hereto as Schedule A, in favour of 10023987 Manitoba Ltd. to construct land drainage sewer works, be approved.

2. That the City enter into, execute and deliver an Agreement for Services, pursuant to Section 211 of the City of Winnipeg Charter, with 10023987 Manitoba Ltd. in accordance with the terms set out in the attached Proposed Terms and Conditions document (Schedule A), and to fulfill all the requirements outlined in the Proposed Terms and Conditions document, and such other agreements as are determined necessary by the Director of Legal Services and City Solicitor to implement the intent of the foregoing (the "Ancillary Agreements").

3. That authority be delegated to the Chief Administrative Officer to negotiate and approve the terms and conditions of the Agreement for Services and the Ancillary Agreements in accordance with this report and such other terms and conditions deemed necessary by the City Solicitor / Director of Legal Services to protect the interests of the City.

4. 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

Entering into an Agreement for Services requires City Council approval.

IMPLICATIONS OF THE RECOMMENDATIONS

Concurrence with the recommendations will enable municipal servicing conditions to be applied to the development of the property located at 1555 Lagimodiere Boulevard. 10023987 Manitoba Ltd. is responsible for all costs associated with undertaking the land drainage servicing works.

HISTORY/DISCUSSION

In 1999, the City received a development application, DASZ 14/1999, which proposed subdivision and rezoning of lands at 1625 Lagimodiere Boulevard and lands south of Almey Avenue, including the lands located at 1555 Lagimodiere Boulevard. On January 26, 2000, Council granted conditional approval to the proposed subdivision and rezoning. Interim land drainage servicing of the lands at 1555 Lagimodiere Boulevard, the land shown outlined on the Misc. Plan No. 15587, attached as Schedule B to this Report (the "Land"), was established when development of the land at 1625 Lagimodiere Boulevard proceeded.

Subsequently, the City received application DAPS 13/2007, which proposed a plan of survey of the lands at 1555 Lagimodiere Boulevard. On July 18, 2007, Council

approved the plan of survey subject to the developer entering into an Addendum to Servicing Agreement AG 14/99, which applied a land drainage servicing requirement as follows:

> A land drainage sewer to be constructed by the applicant at no expense to the City in the south limit of the subject property, being the closed Ravelston Avenue right-of-way, for the purpose of conveying land drainage from the existing east ditch in Ravelston Avenue to the existing ditch in Lagimodière Boulevard as determined by and to the satisfaction of the Director of Water and Waste.

Following Council's conditional approval of DAPS 13/2007, the City entered into AG 13/07, which contained the aforementioned land drainage servicing obligation.

The City entered into Development Agreement AG 11/11 with North Grassie Properties, which, through the development of the Starlite Community, established permanent land drainage facilities that were designed to accommodate drainage from the Land. However, the facilities were off-site and not adjacent to the Land. These facilities included a stormwater retention basin and some of the larger land drainage sewers that were not present for the development of the AG 14/99 in the early 2000s. Over time, the land drainage infrastructure to which the Land would ultimately connect was extended towards the Land along El Tassi Drive during land development between the Land and the AG 11/11 Planned Area.

In May 2018, the Water and Waste Department received an enquiry respecting water, wastewater and land drainage servicing of a proposed automobile dealership at the Land. During the review process, the Water and Waste Department identified that the Land did not have an adjacent land drainage sewer that would connect to the aforementioned permanent land drainage facilities, and also that the land drainage works pursuant to AG 13/07 had not been completed. The Department determined the need for the construction of land drainage sewers and associated works from the terminus in El Tassi Drive south to Almey Avenue, and continuing west to abut the Land, to facilitate a land drainage service connection, as well as land drainage sewers and associated works within the southerly portion of the Land, to connect the Ravelston Avenue West ditch to the Lagimodiere Boulevard ditch (the "LDS Works"). These works would ensure that the proposed development would have adequate land drainage servicing through the permanent drainage facilities while maintaining existing drainage from Ravelston Avenue West to Lagimodiere Boulevard.

Therefore, the appropriate mechanism for undertaking the LDS Works is for the City and 10023987 Manitoba Ltd. to enter into an agreement under Section 211 of the City of Winnipeg Charter for 10023987 Manitoba Ltd. to apply important requirements related to undertaking the LDS Works. Section 211 permits the City to enter into agreements with any person to provide services in the City.

In late January 2020, 10023987 Manitoba Ltd. agreed to the proposed terms and conditions related to the LDS Works, which are attached as Schedule A to this report. The purpose of these terms and conditions is to outline the common understanding of the City and 10023987 Manitoba Ltd. regarding 10023987 Manitoba Ltd.'s obligation in undertaking the LDS Works for servicing the automobile dealership.

10023987 Manitoba Ltd. is responsible for all costs associated with undertaking the LDS Works, including the cost of engineering services. After completion of a warranty period, the City will be responsible for the land drainage sewer and appurtenances thereto.

FINANCIAL IMPACT

Financial Impact Statement

Date: March 26, 2020

Project Name:

PROPOSED AGREEMENT FOR SERVICES – LAND DRAINAGE WORKS – 1555 LAGIMODIERE BOULEVARD

COMMENTS:

There is no financial impact associated with these recommendations

"Original signed by L. Szkware, CPA, CGA"

Lucy Szkwarek, CPA, CGA
Manager of Finance and Administration

CONSULTATION

This Report has been prepared in consultation with:

Legal Services Department (as to legal issues)

OURWINNIPEG POLICY ALIGNMENT

OurWinnipeg Reference:

01-1a OurWinnipeg's Approach to City Building

Direction 3: Promote Compact Urban Form and Manage the Extension of Municipal Services for New Growth

WINNIPEG CLIMATE ACTION PLAN ALIGNMENT

N/A

SUBMITTED BY

Department: Water and Waste
Division: Engineering Services
Prepared by: M. Gajda, P. Eng., Services Development Engineer
Date: April 7, 2020
File No.: DAPS 13/2007

ATTACHMENTS:

Schedule A - Proposed Terms and Conditions
Schedule B - Misc. Plan No. 15587 (the "Land")

Schedule A - Proposed Terms and Conditions

Schedule A

PROPOSED TERMS AND CONDITIONS
For Construction of Land Drainage Sewer Works for Development of 1555 Lagimodiere Blvd.

WHEREAS 10023987 Manitoba Ltd. (the "Developer") is the registered owner of land in the City of Winnipeg, in Manitoba, located at 1555 Lagimodiere Blvd as shown on Miscellaneous Plan No. 15587, attached hereto as Appendix "A", and legally described as follows:

> **PARCELS "A", "B" AND "C" PLAN 47763 WLTO**
> **EXC OUT OF SAID PARCEL B: ALL MINES AND MINERALS**
> **IN OTM LOTS 95 AND 96 PARISH OF KILDONAN**
> (the "Land");

AND WHEREAS the Developer wishes to develop the Land by constructing an automobile dealership;

AND WHEREAS The City of Winnipeg (the "City") and the Developer have agreed/determined that the above-mentioned development will require the construction and installation of:

- land drainage sewers and associated works from the terminus in El Tassi Drive south to Almey Avenue, and continuing west to abut the Land, to order to facilitate a land drainage service connection, and

- land drainage sewers and associated works within the southerly portion of the Land, to connect the Ravelston Avenue West ditch to the Lagimodiere Boulevard ditch

> all to the satisfaction of the Director of Water and Waste.
> (hereinafter the "LDS Works");

NOW THEREFORE the City will, subject to Council approval, permit the Developer to undertake the LDS Works subject to the following terms and conditions:

1. The Developer shall, at its sole expense and at no cost whatsoever to the City, retain the services of a qualified municipal engineer for design services, construction supervision services, and as the project manager to coordinate the LDS Works (the “Engineer”).

2. The Developer shall pay any and all costs associated with the LDS Works, including without limitation the cost of all engineering services.

3. Where the land of a third party directly benefits from the LDS Works, as determined by the City, the City shall endeavour to collect a cost recovery for the Developer in accordance with the Development Agreement Parameters.

4. The Developer shall maintain the LDS Works in good operating condition for a period of one year from the date of Substantial Performance, and any letter of credit posted by the Developer shall provide for all such guarantees and warranties of maintenance.

5. The latest version of the following City documents will apply to all materials supplied and all construction procedures related to the Developer’s undertaking of the LDS Works:

   (a) Standard Construction Specifications; and

   (b) Water and Sewer Standards Manual

6. The Computer Assisted Drafting (CAD)-Geographic Information System (GIS) Standards will apply to the drawing preparation related to Developer’s undertaking of the LDS Works.

7. Prior to the Developer undertaking the LDS Works, the Developer shall submit construction drawings to the City for review and approval in accordance with the City’s Underground Structures Approval process.

8. The Developer shall employ contractors licensed by the City for the construction of sewers, water mains, pavement and landscaping on City streets and lanes, and each contractor shall file with the City a Contractor's Liability Insurance policy to provide evidence of coverage in amount and form satisfactory to the City.

9. The Developer shall provide the City with letters of credit, in dollar amounts determined by the Director of Water and Waste and in a form satisfactory to the City Solicitor, as security to guarantee the performance of the Developer's obligations:

    (a) in the Agreement for Services; and

    (b) under The Builders' Liens Act (Manitoba),

    all to the satisfaction of the Directors of Water and Waste and Planning, Property and Development.

10. The Developer shall ensure that the Engineer:

    (a) inspects the LDS Works on behalf of the City while the LDS Works are being installed;

    (b) provides the City with record drawings of the LDS Works by March 31 of the year following the date of substantial completion of the LDS Works; and

    (c) provides all other engineering consulting services related to the installation and acceptance of the LDS Works.

11. The Developer shall release, indemnify and save harmless the City from and against all claims, demands, injuries, including death, actions, sums, liabilities, obligations, losses, or suits of any nature, whether at law or equity, arising from the development and LDS Works at any time during the currency of the development or out of any matter or obligation of the Developer. Nothing shall extend this indemnity to any act or omission of the City.

12. The Developer shall enter into an Agreement for Services with the City embodying the foregoing Proposed Terms and Conditions and such other terms and conditions as the Director of Legal Services deems necessary and in a form satisfactory to the Director of Legal Services.

13. All terms and conditions contained herein are subject to Council approval and are not binding until such time as that approval is obtained.

10023987 MANITOBA LTD. hereby agree(s) to enter into an Agreement for Services and any easements agreements required by The City of Winnipeg for undertaking the LDS Works in accordance with the terms and conditions as outlined herein.

Per: _____
Name:
Title:

I am authorized to bind the Corporation

_____
Date

Please provide the following Developer contact information:

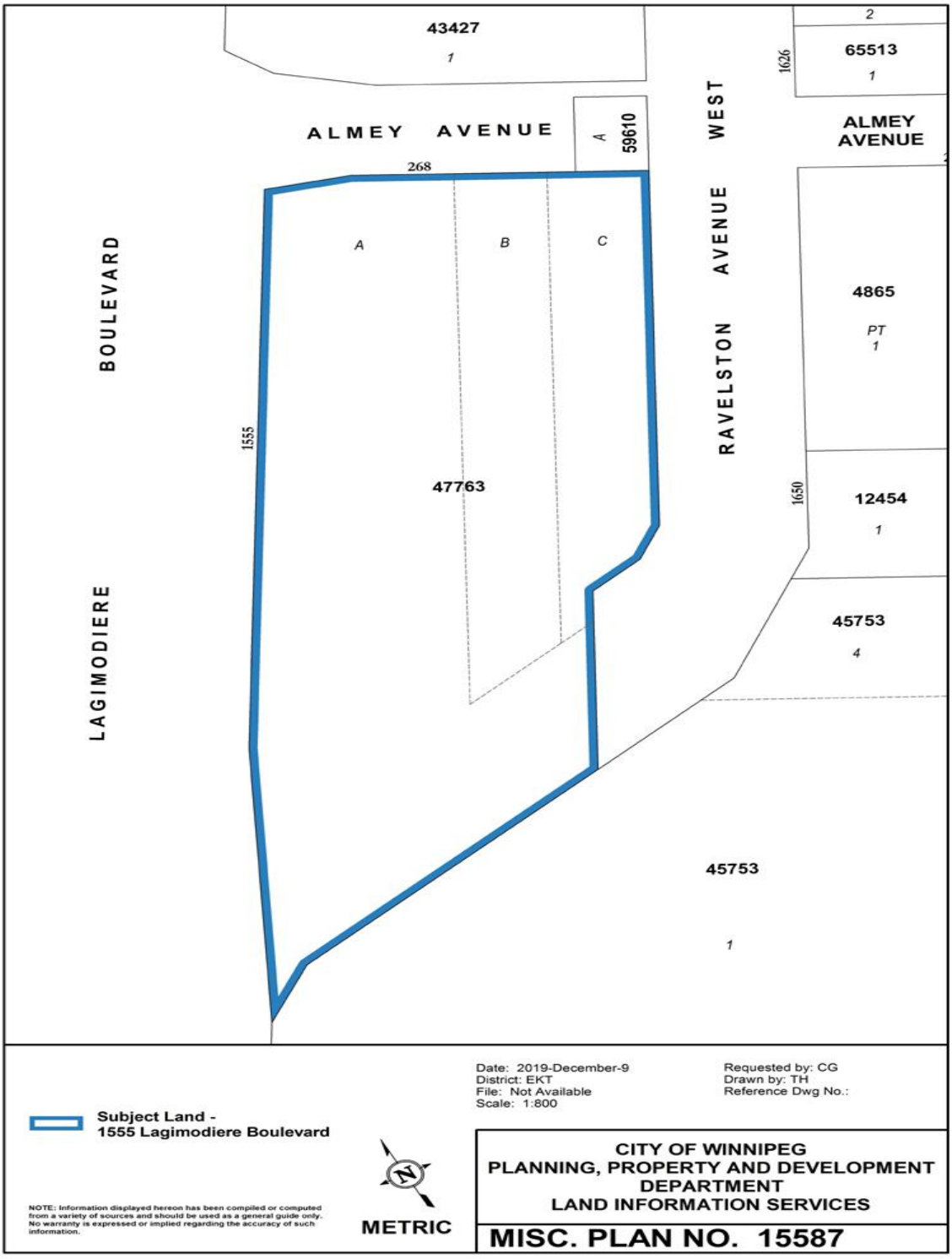
Contact Person:

Daytime: _____ Phone No.:_____

After Hours: _____ Phone No.:_____

E-mail Address: _____

Appendix "A"


43427
1
2
65513
1
1626
ALMEY AVENUE
A
59610
ALMEY AVENUE
268
BOULEVARD
A
B
C
RAVELSTON AVENUE WEST
4865
PT
1
1555
47763
1650
12454
1
LAGIMODIERE
45753
4
45753
1
Subject Land -
1555 Lagimodiere Boulevard
Date: 2019-December-9
District: EKT
File: Not Available
Scale: 1:800
Requested by: CG
Drawn by: TH
Reference Dwg No.:
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.
METRIC
CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPARTMENT
LAND INFORMATION SERVICES
MISC. PLAN NO. 15587

Schedule B - Misc. Plan No. 15587 (the “Land”)

