

**CITY OF WINNIPEG POLICY NO. PD-025**

POLICY TITLE <i>Real Estate – Acquisition of Property</i>	ADOPTED BY <i>City Council</i>	EFFECTIVE DATE <i>September 29, 2021</i>
ORIGIN / AUTHORITY <i>City Council</i>	CITY POLICY NO PD-025	MOST RECENT CONSOLIDATION <i>February 27, 2025</i>

1. Purpose:

To update the policy to be responsive to potential parkland acquisition opportunities, including the purchase or donation of land. This is accomplished by delegating authority and negotiation capacity to the Director of Planning, Property and Development in terms of donation agreements; to enable the Chief Administrative Officer (CAO) to approve Purchases and Land Exchanges of Parkland up to and including \$5,000,000.00; and, to enable the CAO to approve Land Acquisition Programs for parkland.

2. Definitions:

Add:

“Parkland” means Non-City Property that is to be acquired and used for park purposes or City Property that will be converted into a park and used for park purposes;

Replace:

“Purchase” means the acquisition of property by a willing purchaser from a willing vendor for fair market value or the acquisition of property;

With:

“Purchase” means the acquisition of property by a willing purchaser from a willing vendor for fair market value or the acquisition of property by way of donation;

3. Acquisition of Non-City Property Policy

No changes.

4. Responsibilities:

Replace **4.1.E.**:

- E.** Negotiate and approve the terms and conditions of the following agreements and documents:
 - i.** Offer to Purchase and/or Purchase of Sale
 - ii.** Land Exchange
 - iii.** Easement
 - iv.** Temporary Easement
 - v.** Enter to Construct
 - vi.** Amending
 - vii.** Confidentiality
 - viii.** Letter of Intent
 - ix.** Memorandum of Understanding
 - x.** GST Declaration and Indemnity
 - xi.** Ancillary Agreements or such other terms and conditions deemed necessary by the City Solicitor/Director of Legal Services to protect the interests of the City

With:

- E.** Negotiate and approve the terms and conditions of the following agreements and documents:
 - i.** Offer to Purchase and/or Purchase of Sale
 - ii.** Land Exchange
 - iii.** Easement
 - iv.** Temporary Easement
 - v.** Enter to Construct
 - vi.** Amending
 - vii.** Confidentiality
 - viii.** Letter of Intent
 - ix.** Memorandum of Understanding
 - x.** GST Declaration and Indemnity
 - xi.** ***Donation***
 - xii.** Ancillary Agreements or such other terms and conditions deemed necessary by the City Solicitor/Director of Legal Services to protect the interests of the City

Replace **4.2:**

- A.** Approve all Purchases, Land Exchanges, Expropriation offers and Expropriation settlement claims exceeding \$300,000.00 up to and including \$700,000.00;

- i. Acquisition price must not exceed 125% of Appraised value and Disturbance Damages.
- B. Approve Land Acquisition Programs for the following type of Non-City Property, provided that an approved funding source is available:
 - i. Distressed Property;
 - ii. Habitat Preservation Property;
 - Including the authority to enter into necessary agreements to protect the habitat (e.g. restrictive covenant, reversionary interest, etc.);
 - iii. Affordable housing under the land enhancement office as part of the housing accelerator fund;
- C. Notwithstanding the above, the CAO, at their sole discretion, may refer any matter within their delegation of authority to the Designated Committee.

With:

- A. Approve all Purchases, Land Exchanges, Expropriation offers and Expropriation settlement claims exceeding \$300,000.00 up to and including \$700,000.00;
 - i. Acquisition price must not exceed 125% of Appraised value and Disturbance Damages.
- B. ***Despite Section 4.2(A), approve all Purchases and Land Exchanges of Parkland up to and including \$5,000,000.00, regardless of Appraised Value.***
- C. Approve Land Acquisition Programs for the following type of Non-City Property, provided that an approved funding source is available:
 - i. Distressed Property;
 - ii. Habitat Preservation Property;
 - Including the authority to enter into necessary agreements to protect the habitat (e.g. restrictive covenant, reversionary interest, etc.);
 - iii. Affordable housing under the land enhancement office as part of the housing accelerator fund; and

iv. *Parkland.*

- D.** Notwithstanding the above, the CAO, at their sole discretion, may refer any matter within their delegation of authority to the Designated Committee.