

Village of Burns Lake

REQUEST FOR OFFERS: No. 2024-1

DATE OF ISSUE: October 4, 2024

Individual Sale of 3 Commercial Parcels located at: 485, 480 and 510 Richmond Loop, Burns Lake, BC

Offers will be received either
at the main reception desk at:

**Municipal Hall for the Village of Burns Lake
15 3rd Avenue, Burns Lake, BC V0J 1E0**

or via email at:

sworthing@burnslake.ca

RFO Closing Date & Time: 10:00 a.m. on October 30, 2024 (“Closing Deadline”)

The Village of Burns Lake (the “**Village**”) is soliciting *offers to purchase* for three adjacent commercial lots with the intent that commercial development is completed as soon as possible and not later than two years after transfer. This RFO provides an opportunity for prospective proponents to make an offer on any one or more individual Lots. Prospective proponents wanting to make an offer on more than one Lot must submit a separate offer in respect of each Lot. The Village will not consider a combined offer provided in respect of more than one Lot.

Offers must be received by the Village no later than the RFP Closing Deadline in accordance with Section 7.2.

Offers must be submitted in accordance with the requirements of Section 7.3.

Any changes to the RFO document package will be made by means of written addenda, which will be posted on the Village’s website at www.burnslake.ca and which will form part of this RFO.

Proponents are encouraged to check the Village’s website often for updated information and addenda that may be issued before the Closing Deadline.

All inquiries are to be directed in writing by email only, to sworthing@burnslake.ca with the RFO number and name quoted in the subject line.

All documentation should be thoroughly reviewed prior to making an offer.

TERMS AND CONDITIONS

In the RFO, the following terms have the following meanings:

“**Closing Deadline**” has the meaning given on Page 1 of this RFO.

“**Covenant, Option & RFR**” has the meaning given in Section 2 of this RFO.

“**Deposit**” has the meaning given in Section 7.5 of this RFO.

“**Lot**” has the meaning given in Section 1.1 of this RFO.

“**Purchase and Sale Agreement**” means the form of purchase and sale agreement substantially in the form contained in *Appendix C*, modified as necessary to suit a land exchange transaction.

1. Introduction

1.1 Purpose of this Request for Offers (RFO)

The purpose of this RFO process is to sell up to three (3) newly created serviced commercial lots owned by the Village in the area of Highway 16 and Richmond Loop Road. The proponent or proponents will be selected by the Village based on the best offer(s) received, having consideration for the proposed commercial development offered by the proponent, the timelines proposed for development, and the purchase price (over and above the minimum offer price(s) set out herein) and meet the requirements set out in this RFO.

For more information about submitting an offer, please refer to Section 7.

The three (3) lots (together, the “**Lots**” and individually, a “**Lot**”) are described as follows:

- **Civic Address: 485 Richmond Loop, Burns Lake, BC**
Legal Description: Lot A District Lot 2502 Range 5 Coast District Plan EPP131628
PID: 032-263-678
Lot Size: 0.500 hectares
- **Civic Address: 480 Richmond Loop, Burns Lake, BC**
Legal Description: Lot B District Lot 2502 Range 5 Coast District Plan EPP131628
PID: 032-263-686
Lot Size: 0.647 hectares
- **Civic Address: 510 Richmond Loop, Burns Lake, BC:**
Legal Description: Lot C District Lot 2502 Range 5 Coast District Plan EPP131628
PID: 032-263-694
Lot Size: 0.646 hectares

The Lots will not be sold as speculative holding properties. The Lots are being sold with the intent of being developed for commercial purposes as soon as possible, and no later than for (2) years after transfer of the Lot is completed. As such, a successful proponent will be held to the development timelines indicated in Section 2.

1.2 Lot Locations

The Lots are located on the newly constructed Richmond Loop Subdivision adjacent to Highway 16. The Highway 16/Richmond Loop intersection has been upgraded to 2024 Ministry of Transportation and Infrastructure standards which includes easy access to and from the highway. All three Lots are highly visible from Highway 16. The surrounding area includes lush forests and a wealth of lakes and is home to a stable population. The Village of Burns Lake is enhanced by the substantial regional population that depends on its urban hub. It has been that way for millennia, with six different Indigenous cultures in the immediate area. Today's Burns Lake is a sustained and stable blend of public and private sector industries rooted in the forestry and agriculture sectors, small businesses (many of them situated on the high-profile Highway 16 corridor), and an active recreation community. The schools are well regarded, the homes are a bargain compared to urban pressure centres, and the lifestyle is laid back and eager to welcome new opportunities.

1.3 Overview of Lots

The Lots are zoned C2 Highway Commercial under Village of Burns Lake Zoning Bylaw No. 880, 2008.

The configuration of the Lots is shown in the original subdivision plan that created the Lots, attached as *Appendix B* to this RFO, with Lot A fronting Highway 16 and Lots B and C fronting the newly developed Richmond Loop Road.

Property information and title searches for each Lot, together with copies of registered encumbrances on each Lot, as applicable, are included in *Appendix F*. As detailed in these Property Information Reports, the zoning regulations for the Lots allow for the development of business areas designed to accommodate vehicular traffic. This zoning aims to minimize the intrusion of vehicular traffic into residential neighbourhoods and to ensure a steady flow of traffic within these designated business areas. For more information with respect to the zoning regulations for the Lots, and in particular, commercial development permit requirements, kindly refer to *Appendix F*.

2. Development of Lots

The Village requires that development of the Lots meet the following milestones for developing the Lots for commercial purposes.

- obtain a development permit within 1 year of purchase completion;
- obtain a building permit, with the building being substantially completed within 2 years of purchase completion; and
- obtain occupancy within 3 years of purchase completion.

To secure the future owner's obligation to meet these milestones, the successful proponent of a Lot will be required to enter the following agreements, all of which will be registered on title to the subject Lot in conjunction with the completion of the Lot transfer:

- Covenant – a covenant in favour of the Village pursuant to Section 219 of the Land Title Act providing for the milestones noted above;
- Option – an option to purchase in favour of the Village entitling the Village to reacquire the

Lot if it is not developed within the milestones noted above; and

- RFR – a right of first refusal granting the Village a first right to purchase the Lot if a third-party bona-fide offer to purchase is received by the Lot owner,

collectively referred to in this RFO as the “**Covenant, Option & RFR**”, the substantial form of which is contained in *Appendix D* to this RFO.

3. Servicing of Lots

The Lots have connections for the following municipal services extending to the property line: municipal water, sanitary sewer and storm sewer. In addition, sidewalks are partially constructed to allow for purchasers to determine location of driveways. The subdivision also includes hi-speed internet and street lighting. All services including natural gas, hydro, Telus, and CityWest are at the lot line. A servicing site plan prepared by TRUE Consulting provides further information about the Richmond Loop Road upgrades on each Lot, attached as *Appendix E* to this RFO. This information is provided for reference purposes only. It is up to individual proponents to complete their own investigations with regards to Lot services and servicing requirements for the specific needs of their proposed development prior to submitting an offer to the Village.

4. Regulatory Requirements and Permit Fees

A successful proponent will be required to comply with all regulatory requirements and pay all fees and charges, including permit fees and connection fees, where applicable prior to commencement of construction and to comply with all applicable bylaws during the course of construction. Proponents should thoroughly review the Village’s Fees and Charges Bylaw No. 1070, 2024 prior to making an offer. This Bylaw is available on the Village’s website.

5. Responding to this RFO

To respond to this RFO, proponents must follow the instructions outlined in Section 7 and submit an offer in respect of each Lot using the Offer Form attached here as *Appendix A*. Proponents are encouraged to consult with their legal and financial advisors as to the contents of this RFO document package, including all Appendices and addenda. Any failure of the successful proponent to comply with the terms of this RFO document package, including the requirement of the successful proponent to deliver an executed Purchase and Sale Agreement for each Lot within the time limits prescribed herein, may result in the forfeiture to the Village of the successful proponent’s non-refundable deposit, if applicable.

6. Selection of Proponent(s)

Despite the Village releasing this RFO, prospective proponents acknowledge that the Village may not accept any of the offers received. In particular, notwithstanding anything contained herein, the Village reserves the right to reject any or all offers or to accept any offer received in response to this RFO, should it be in the best interests of the Village to do so, even if such offer does not comply with the terms and conditions set out in this RFO document package. The Village reserves the right to waive any irregularities in any offer.

Offers will be evaluated based on purchase price, ability to meet the prescribed development

timelines, the financial capacity of the proponent, the completion date for the purchase and any other elements the Village considers to be in its best interest. Should the same purchase price offer be received from multiple proponents for the Lots or a Lot and that the Village, in its sole discretion, is prepared to accept, the Lots or applicable Lot will be sold to the proponent whose offer bears the earliest time and date stamp, provided that the offer is complete and all other factors considered by the Village, at its discretion, are equal.

Offers will NOT be opened publicly.

The Village will not be opening offers publicly. The Village will notify proponents to advise of their offer promptly after the Village has evaluated and make a determination in respect of the offers.

7. Requirements

This section defines the instructions and general requirements for submission of offers by proponents. Proponents should carefully review and read the entire RFO document package of documents and closely follow the instructions and requirements accordingly. Non-compliance with the instructions and requirements of this RFO may be cause for rejection of the offer(s).

7.1 Terms and Conditions

Each Lot will be purchased from the Village based on the following terms and conditions:

- Proponents are required to submit an offer in accordance with Section 7.3. The offer price must meet or exceed the established minimum offer price for each Lot set out in Section 7.4.
- Lots are not to be purchased for holding or speculative purposes and are to be developed in accordance with the prescribed schedule outlined in subsection 1.1 of this RFO as more specifically detailed in section 3.1 of the Covenant, Option & RFR in *Appendix D* to this RFO.
- Failure to secure a building permit, and/or commence and continuously proceed with construction within the prescribed time frames may result in the Village exercising its right to purchase the applicable Lot back from the purchaser at ninety percent (90%) of the original purchase price (a 10% discount from the original purchase price).
- A successful proponent may not assign its offer or any rights in respect of the same, except in accordance with Section 7.12.
- The completion date for the transfer of a Lot must be not later than 90 days from the date of the Village's acceptance of the offer.
- The Deposit must be delivered to the Village within **48 hours** of being notified of the Village's acceptance of the offer. The amount and handling of Deposits is set out in Section 7.5. The Deposit must be made using a bank draft or certified cheque.
- The successful proponent shall execute the Purchase and Sale Agreement and deliver same to the Village within **5 business days** of receiving from the Village an execution form with the successful proponent's particulars inserted therein.
- Offerors acknowledge and will adhere to the terms and conditions of all covenants, easements, statutory rights-of-way, and other charges registered on title.

7.2 Closing Time, Date & Location

Offers, whether printed hard copy or electronic PDF format, submitted in response to this RFO must be received by the Village of Burns Lake **no later than the Closing Deadline provided on Page 1 of this RFO**. Offers received after this stipulated closing time and date may not be considered.

7.3 Submitting an Offer

The Village is providing potential proponents with the opportunity to submit an offer, individually, in respect of one or more Lots. Proponents are required to submit their offer in respect of a Lot using the Offer Form included in *Appendix A*. If proponents are interested in making an offer on more than one Lot, then proponents must complete and submit **one** Offer Form in respect of **each** individual Lot.

Printed Hard Copy: an offer delivered in printed hard copy must be submitted to the Municipal Office in a sealed envelope clearly marked with the RFO name and number. The time for receipt of the offer will be determined by the clock on the wall at the main floor reception desk at the Municipal Office.

Email PDF Format: an offer delivered by email must be in PDF format and sent to sworthing@burnslake.ca with the RFO name and number indicated in the subject line. The total maximum size of email attachments must not exceed 20 MB.

Please ensure your offer is complete, clear, consistent, well organized and legible.

7.4 Minimum Offer Price(s)

Offers will only be considered if the offer price meets or exceeds the following total minimum amount as per the following table:

Address/Legal	Minimum Offer Price
485 Richmond Loop Burns Lake, British Columbia V0J-1E0 Lot A District Lot 2502 Range 5 Coast District Plan EPP131628 PID: 032-263-678	\$612,000.00
480 Richmond Loop Burns Lake, British Columbia V0J-1E0 Lot B District Lot 2502 Range 5 Coast District Plan EPP131628 PID: 032-263-686	\$763,000.00
510 Richmond Loop Burns Lake, British Columbia V0J-1E0 Lot C District Lot 2502 Range 5 Coast District Plan EPP131628 PID: 032-263-694	\$682,000.00

7.5 Deposit

The successful proponent in respect of each Lot must provide a non-refundable Deposit to the Village in the amount of Ten Percent (10%) of the offered purchase price of the Lot or value of land offered for exchange of a Lot (the “**Deposit**”). The Deposit will be credited to the purchase price without interest and adjusted accordingly on the completion date.

Any failure of a successful proponent to comply with the terms of this RFO, including the requirement of the successful proponent to deliver an executed Purchase and Sale Agreement within the time limits prescribed above, may result in the cancellation of this RFO, at the Village’s election, in which case the successful offer’s Deposit will be forfeited to the Village.

7.6 Offers Delivered by Fax or Other Delivery Method

Offers submitted by fax or any method other than as described in Section 7.3 may not be accepted.

7.7 Withdrawal of Offers

Offers once submitted may not be withdrawn.

7.8 RFO Timeline

<u>Timeline for RFO</u>	
October 4, 2024	Released to public
October 15, 2024, 2:00 pm	Inquiry deadline
October 30, 2024, 10:00 am	Offer deadline
November 6, 2024, 2:00 pm, 4:00 pm	Deadline for Village notifying successful/unsuccessful proponents
90 days from acceptance	Transfer Closing deadline for each Lot
Please read the development timeline in subsection 3.1 of the Covenant, Option & RFR included in this RFO within <i>Appendix D</i>)	

7.9 Inquiries

It is each proponent's responsibility to seek clarification on matters relating to this RFO.

All inquiries shall be in writing and directed by email only to sworthing@burnslake.ca. Please indicate the RFO number and name in the subject line of the email.

The deadline to submit inquiries and requests for clarification is specified in Section 7.8. If deemed to be material to the sale of the Lots or a Lot, enquiries and responses will be recorded as addenda and made available on the Village’s website.

7.10 Addenda

Any changes to the RFO will be issued by means of written addenda that will form part of this RFO and will be posted on the Village’s website.

It is each proponent's sole responsibility to frequently check the Village’s website for addenda provided by the Village.

The Village takes no responsibility for proponents who do not check the Village's website for recorded addenda. Additional information provided by way of addendum, such as consultant reports, design drawings and supporting documentation, is provided for reference purposes only. It is the responsibility of the proponents to make an independent assessment of the accuracy and completeness of any and all information provided as part of this RFO.

7.11 Valid Authority

If an offer is being made by an individual, the offer must be dated and signed by the individual proponent. If an offer is being made by a corporate entity, the offer must be signed and dated by its authorized signatory or signatories.

7.12 Assignment

A proponent may not assign its offer or any rights in respect of the same to any other party without the prior written consent of the Village, which consent may be unreasonably withheld for any reason at the Village's sole discretion. An assignment or purported assignment without the Village's prior written consent may, at the Village's sole discretion, invalidate the proponent's offer.

Notwithstanding the foregoing, the successful offer, on written notice to the Village, may assign the Purchase and Sale Agreement to an affiliate, as that term is defined in the *Business Corporations Act, SBC 2002, c. 57*, of the successful proponent or to a partnership or limited partnership if the successful proponent (or an affiliate of the successful proponent) is a partner.

7.13 Public Information

Proponents submitting sealed offers are advised that the information contained in the offer will be considered public.

7.14 Property Access

The Lots are vacant and proponents are responsible for visiting the Lots in order to familiarize themselves with the local conditions of the Lots and surrounding area.

7.15 Acceptance of RFO Terms & Conditions

In submitting an offer pursuant to Section 7.3 above, each proponent agrees to the terms and conditions contained in this RFO document package, including any addenda posted by the Village during the RFO process.

7.16 Codes, Regulations, Standards, Permits & Approvals

The proponent shall comply with all laws and regulations of authorities having jurisdiction. The proponent shall obtain, at its sole cost and expense, copies of all applicable codes, regulations and standards of all authorities having jurisdiction with respect to the construction of a commercial development on the applicable Lot.

7.17 Responsibility of Proponents

Proponents are responsible for informing themselves as to the contents of this RFO document

package. Proponents are responsible for ensuring that they have obtained and considered all information necessary to understand the requirements of the RFO process and submission of their offers.

The Village makes no representation or warranty as to the completeness or accuracy of any reference material provided or made available to proponents through the RFO process and will not be responsible for any loss, damage or expense incurred by proponents as a result of any inaccuracy or incompleteness in this RFO, or as a result of proponents' misunderstanding or misinterpreting the terms and conditions of the RFO.

It is the responsibility of the proponents to make an independent assessment of the accuracy and completeness of any and all information provided or made available as part of this RFO process.

7.18 No Obligation to Select or Proceed

The Village may, in its sole discretion, elect to end this RFO process at any time and for any reason, including after a successful proponent has been selected and notified. The Village reserves the right to reject any or all offers.

7.19 Village's Contractual Obligation

The submission of any offer, participation in this RFO by a proponent, or selection of a successful proponent shall not create any legal obligation on the part of the Village in connection with this transaction until the Purchase and Sale Agreement has been executed and delivered by the Village and the successful proponent.

7.20 No Claims Against the Village

The proponent acknowledges that the Village is a public body required by law to act in the public interest. While the Village has every intention of conducting the sale process in a fair and impartial manner, in no event does the Village owe to any proponent: (a) a contract or tort law duty of care, fairness, impartiality or procedural fairness in the sale process; or (b) a contract or tort law duty to preserve the integrity of the sale process.

By participating in this RFO, proponents acknowledge and agree that the Village and its officials, employees, agents and consultants will not be liable to any proponent for any claims, direct or indirect, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the proponent in preparing and submitting an offer, or participating in negotiations leading to the Purchase and Sale Agreement or any other activity related to or arising from this RFO including the Village's acceptance of an irregular or non-compliant offer and each proponent hereby releases the Village and its officials, employees, agents and consultants in respect of the above. The preparation and submission of an offer in response to this RFO is voluntary and any costs associated with such preparation and submission is solely incurred by the proponent submitting the offer.

7.21 Canadian Currency

All monetary references in an offer must be to Canadian currency. Offers submitted are to be

exclusive of all taxes.

7.22 Taxes

In addition to payment of the purchase price, a successful proponent will also be responsible for payment of property transfer tax, goods and services tax, and their pro rata share of property taxes (whether or not assessed), utilities, and other charges applicable to a Lot.

7.23 Legal Action

The Village may, in its absolute discretion, reject an offer submitted by the proponent if the proponent, or any officer or director of a corporate proponent, or a representative of a non-individual proponent is, or has been engaged, in legal action against the Village and/or its elected officials and/or appointed officers and employees or any of them in relation to:

- any other contract or services; or
- any matter arising from the Village’s exercise of its powers, duties or functions under the *Local Government Act*, the *Community Charter* or any other enactment, within the five (5) years prior to the RFO closing date.

For purpose of this Section, the word “legal action” includes, without limitation, mediation, arbitration, or hearing before an administrative tribunal or lawsuit filed in any court.

Without limiting the Village’s sole discretion, in determining whether or not to reject an offer pursuant to this Section, the Village will consider such factors as whether the legal action is likely to affect the proponent’s ability to work with the Village and its employees, agents, other consultants, contractors and representatives or any of them and whether the Village’s past experience with the proponent in this matter that resulted in the legal action indicates that the Village is likely to incur increased staff and legal costs or either of them in the administration of this contract if it is awarded to the proponent.

7.24 Indemnification

By submitting an offer, the proponent agrees to indemnify and save harmless the Village, its employees and agents, from and against all claims, demands, losses, damages, costs and expenses made against or incurred, suffered or sustained by the Village at any time or times (either before or after the expiration or sooner termination of this RFO process) where the same or any of them are based upon, arise out of, or relate in any way, directly or indirectly, to any act or omission on the part of the proponent or by any servant, employee, officer, director, agent, contractor, or sub-contractor of the proponent.

APPENDICES (ATTACHED)

- A. RFO Offer Form**
- B. Survey Plan EPP131628**
- C. Form of Purchase and Sale Agreement**

Village of Burns Lake

RFO No. 2024-1 – Sale of 3 Commercial Parcels: 485, 480 and 510 Richmond Loop, Burns Lake, BC

D. Form of Covenant, Option & RFR

E. Servicing Site Plan Overview – Drawing No. 370-352-C1-R4

F. F.1 Property Information Report – Lot A, and Title, and encumbrance CB1382504

F.2 Property Information Report – Lot B, and Title

F.3 Property Information Report – Lot C, and Title, and encumbrance CA3171275 modified by CB1382494