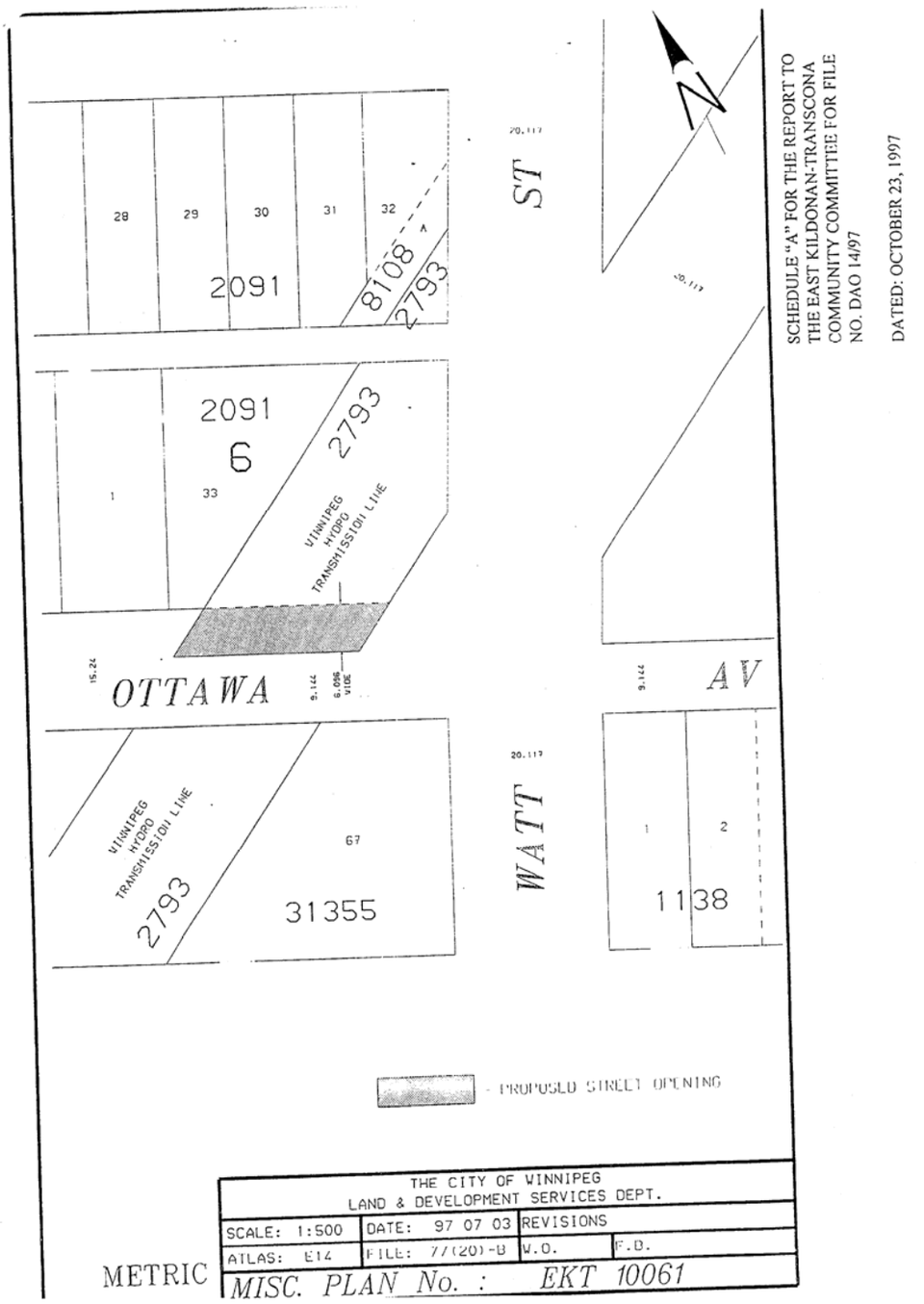
168 - Schedule "A" referred to in Clause 3 of the Standing Policy Committee on Property and Development dated November 25, 1997



169 - Schedule “A” referred to in Clause 4 of the Standing Policy Committee on Property and Development dated November 25, 1997

By-Law No. _____

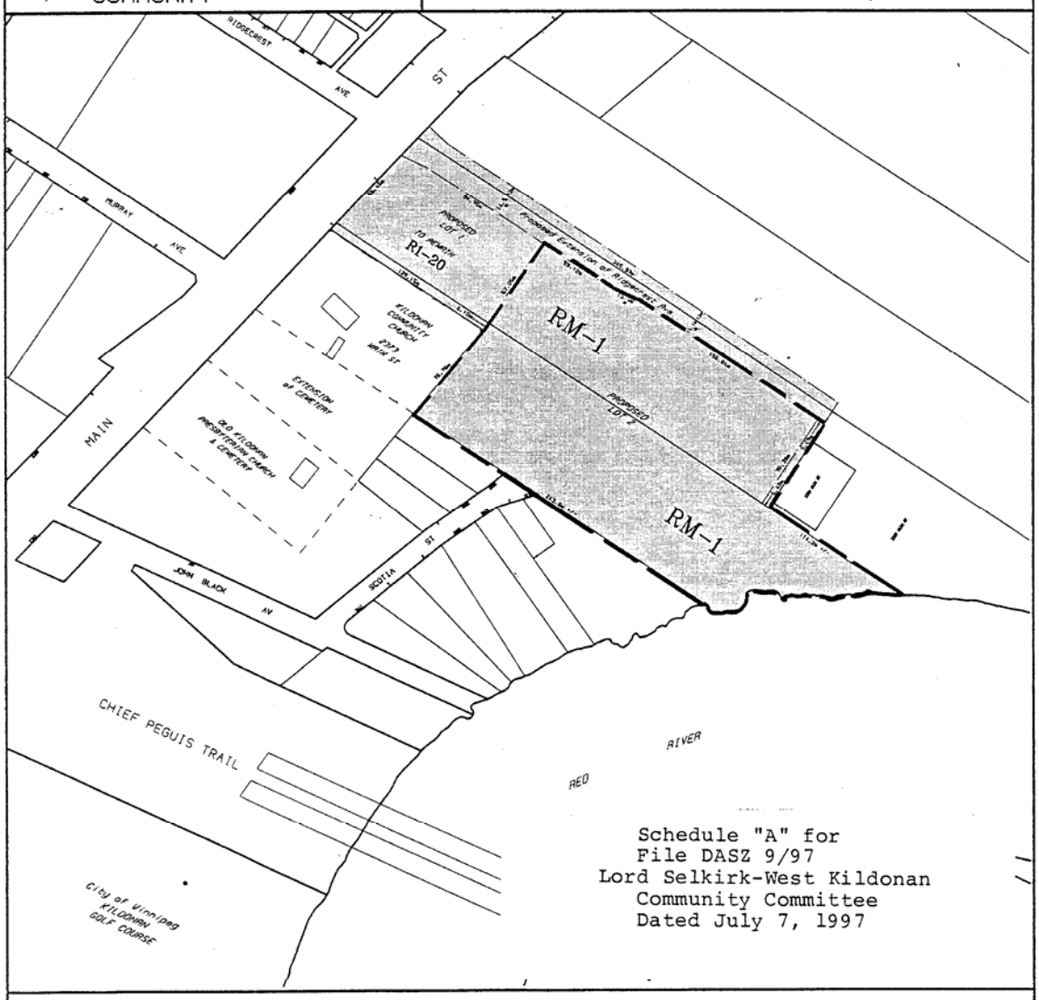
File No. DASZ 9 / 97

Explanation:

A proposal to subdivide the land located on the east side of Main Street between the extension of Ridgecrest Avenue and the terminus of Scotia Street and to amend Zoning By-law No. 6400/94 by rezoning a portion of the land from an "R1-20" SINGLE-FAMILY DISTRICT to an "RM-1" MULTIPLE-FAMILY DISTRICT as shown outlined below.

Atlas Sheet No. S28 / T28

LORD SELKIRK
WEST KILDONAN
COMMUNITY



Schedule "A" for
File DASZ 9/97
Lord Selkirk-West Kildonan
Community Committee
Dated July 7, 1997

THIRD READING: _____ EFFECTIVE DATE: _____

ZONING AGREEMENT: YES ☐ NO ☐ CAVEAT No. _____

Schedule "B" referred to in Clause 4 of the Standing Policy Committee on Property and Development dated November 25, 1997

June 16, 1997

Re: Proposed subdivision and rezoning of land located on the south side of Ridgecrest Avenue between Main Street and the Red River - File DASZ 9/97 (c/r AG 9/97)

An application has been submitted by Lombard North Group (1984) Ltd. to subdivide and rezone land located between Main Street and the Red River south of the easterly extension of Ridgecrest Avenue.

The Administrative Coordinating Group objects to the proposal as it will result in John Black Avenue and Scotia Street together forming an excessively long cul-de-sac. (The proposal would leave a cul-de-sac of almost 400m). It is therefore recommended that the Developer amend the plan to provide for the extension of Scotia Street to Ridgecrest Avenue. If however, it is the Community Committee's decision to recommend approval of the Developer's proposal then included in this report are conditions dealing with the establishment of a public cul-de-sac turnaround at the terminus of Scotia Street.

The Developer shall demonstrate how Ridgecrest Avenue as proposed will fit in with the concept plan for the area which was prepared by the former Planning Department and reviewed by the Community Committee in 1992 to the satisfaction of the Commissioner of Works and Operations.

The subject property is located within an undeveloped land drainage district and normally the Developer would be required to construct a new outfall to the river which would be sized to serve the entire drainage district. However, because of the proximity of the existing outfall in John Black Avenue, the Developer will be allowed to investigate the possibility of draining the subject property to this existing outfall. To this end, the Developer shall, prior to the enactment of the subdivision and rezoning by-law, submit a land drainage report prepared by a municipal engineer confirming that the above alternative will not adversely impact the John Black System.

It is recommended that the applicant amend its plan as follows:

1. The Developer shall dedicate, at no cost to the City, property required for a 2.743m (9.0ft.) widening to the Main Street right-of-way along the full length of the subject property abutting Main Street. Such a widening is consistent with widenings obtained to the north of the subject property.

2. The Developer shall dedicate, at no cost to the City, property required for right-of-way corner cuts at the intersection of Main Street and Ridgecrest Avenue, as determined by and to the satisfaction of the Commissioner of Works and Operations.

3. The Developer shall dedicate, at no cost to the City, property required to provide a standard residential cul-de-sac turnaround at the northern terminus of Scotia Street. Right-of-way being established for the cul-de-sac turnaround is to have dimensions as illustrated on Streets and Transportation Drawing No. ST-90 (revised).

Schedule "B" referred to in Clause 4 of the Standing Policy Committee on Property and Development dated November 25, 1997 (continued)

It is recommended that approval of DASZ 9/97 be subject to the Developer entering into a development agreement containing the following provisions:

1. The Developer shall, at no expense to the City construct wastewater sewers to serve the proposed subdivision including a wastewater sewer in Ridgecrest Avenue to the main in Main Street as determined by and to the satisfaction of the Commissioner of Works and Operations. (Connection to the existing wastewater sewer in Scotia Street shall not be permitted).

2. The Developer shall at no expense to the City construct watermains to serve the proposed subdivision including a looped watermain from Scotia Street through the multiple residential site down Ridgecrest Avenue to Main Street, as determined by and to the satisfaction of the Commissioner of Works and Operations.

3. a) The Developer shall, at no expense to the City, construct land drainage sewers required to serve the proposed subdivision and adjacent lands, including a sewer in Scotia Street to the existing 1800mm land drainage sewer in John Black Avenue (providing that the land drainage engineering report confirms no adverse effects on this system), as determined by and to the satisfaction of the Commissioner of Works and Operations.

   b) The Developer shall pay a land drainage trunk charge of $9,801.00 per acre.

4. The Developer shall construct a full range of services in the Ridgecrest Avenue right-of-way, which right-of-way shall have a minimum width of 22.0m, between Main Street and proposed Lot 3, including, but not necessarily limited to the following:

   a) a 10.0m in width by 200mm in thickness portland cement concrete pavement;
   b) a 1.5m by 100mm in thickness portland cement concrete sidewalk in the south boulevard;
   c) street lighting in the south boulevard;
   d) land drainage sewer;
   e) all related works;

   all as determined by and to the satisfaction of the Commissioner of Works and Operations.

   The City will endeavour to collect a share of the cost of these improvements when and as adjacent benefitting properties are developed.

5. The Developer shall pay, to the City in cash, 25% of the estimated cost of the installation of traffic control signals at the intersection of Main Street and Ridgecrest Avenue, as determined by the Commissioner of Works and Operations.

6. The Developer shall pay to the City, in cash, the full cost of the following works previously installed or to be installed by the City, in Main Street along the full length of abutting the subject property:

   a) a 4.0m by 200mm in thickness portland cement concrete land of pavement;
   b) a 1.5m by 100mm portland cement concrete sidewalk in the east boulevard;
   c) street lighting in the east boulevard;

Schedule "B" referred to in Clause 4 of the Standing Policy Committee on Property and Development dated November 25, 1997 (continued)

d) landscaping in the east boulevard;
e) all related works;

all as determined by the Commissioner of Works and Operations.

7. The Developer shall, at no expense to the City, provide underground electrical and telephone services to serve the proposed subdivision and shall pay the full cost of converting any existing overhead services within the proposed development to underground.

8. The Developer shall, at no expense to the City, cause to be installed standard reflectorized permanent street name signs at the new street intersection being created.

9. a) Construction traffic access shall be directly off Main Street to the site;

b) The Developer shall be responsible for the cleaning of the access route of all tracked or spilled mud, or other debris emanating rom the proposed development to the satisfaction of the Commissioner of Works and Operations.

10. a) The Developer shall construct, within the right-of-way to be dedicated, a 150mm in thickness portland cement concrete cul-de-sac turn around as illustrated on Streets and Transportation Drawing No. ST-90(revised) as determined by and to the satisfaction of the Commissioner of Works and Operations.

b) The Developer shall, at no expense to the City, cause ornamental street lighting to be installed in the proposed cul-de-sac turnaround.

11. The Developer shall provide a cash payment in lieu of parkland dedication, landscaping and services prior to the release of plan mylars by the City.

12. The Developer shall, at no expense to the City, install sod and plant trees in the boulevard on the south side of Ridgecrest Avenue and in the cul-de-sac turnaround at the north terminus of Scotia Street in accordance with construction specifications and plans approved, prior to installation, by the Director of Parks and Recreation. The Developer shall maintain the boulevard improvements for a period of one year in accordance with specifications of the Director of Parks and Recreation.

13. The Developer shall ensure that public access for pedestrians and cyclists is facilitated through proposed Lot 2 between Scotia Street and Ridgecrest Avenue and the City may register a caveat against Lot 2 notifying property owners of the perpetual public access requirement.

14. The Developer shall pay $1,200.00 per acre in lieu of the City's administration and related fees associated with the preparation and implementation of the development agreement.

15. The Developer shall pay the cost of engineering services provided by or on behalf of the City in connection with the construction of services required to serve the proposed subdivision.

Schedule "C" referred to in Clause 4 of the Standing Policy Committee on Property and Development dated November 25, 1997

September 3, 1997

Re: Proposed subdivision and rezoning on land located on the south side of Ridgecrest Avenue between Main Street and Red River - File DASZ 9/97 (c/r AG 9/97)

At its meeting held on July 22, 1997 the Lord Selkirk-West Kildonan Community Committee adjourned the above referenced application to its meeting to be held on September 16, 1997. The Committee directed that the application be re-advertised outlining the two options as discussed on July 22, 1997 i.e. the original option as submitted and an option containing the extension of Scotia Street to Ridgecrest Avenue. The Committee also requested that the Land and Development Department facilitate discussions between the applicant and the Streets and Transportation Department in order to agree upon an acceptable version of the extension of Scotia Street.

The Streets and Transportation Department has advised that it cannot support the extension of Scotia Street as anything less than a local residential street constructed to current standards within a standard 18.0m right-of-way. However, if it is the Committee's decision to recommend approval of the extension of Scotia Street to a lower standard the Streets and Transportation Department has submitted comments and recommendations which should be embodied within the Administrative Coordinating Group's report dated June 16, 1997 as follows:

Delete conditions 10. a) and 10. b) in their entireties and replace with the following new conditions:

10. a) The Developer shall at no expense to the City construct a concrete pavement to a width of 7.5m and to a thickness of 150mm and ornamental street lighting in the extension of Scotia Street to the satisfaction of the Commissioner of Works and Operations.

The right-of-way being established to accommodate the roadway shall be a minimum of 8.5m in width to allow 0.5m back of curb for construction purposes.

Easements shall be provided on both sides of the roadway for snow storage as determined by the Commissioner of Works and Operations.

b) Those condominium units fronting onto the proposed extension of Scotia Street and the intersections of the proposed internal roadways of the condominium development will require private approach approval, subject to the provisions of the Private Approaches By-law.

c) Underground utilities shall not be permitted to be installed under the roadway pavement, except where necessary to cross the right-of-way. Utilities shall be installed in easements on either side of the roadway pavement.

d) If entrance gates are proposed for the entrances to the development on either end of the proposed Scotia Street extension they shall be set back from the roadway right-of-way so as not to restrict the sight lines of motorists, to the satisfaction of the Commissioner of Works and Operations.

The Fire Department has advised that it has concerns with the two 90 degree turns if parking is allowed precluding the Fire Department from utilizing the full width of the Scotia Street pavement.

The Water and Waste Department has reviewed the Developer's proposal and has advised that providing drainage for the Scotia Street pavement can be accomplished via easements.

Schedule “D” referred to in Clause 4 of the Standing Policy Committee on Property and Development dated November 25, 1997

November 10, 1997

RE: Proposed Subdivision and Rezoning of land located on the south side of Ridgecrest Avenue and main Street and the Red River - File DASZ 9/97 (c/r AG 9/97)

At its meeting held on September 16, 1997 the Lord Selkirk-West Kildonan Community Committee approved the above referenced development application subject to a number of conditions including the following:

"The Developer shall pay a land drainage trunk charge of $7,543.00 per acre"

(Condition 3. b) on page 2 of the Administrative Coordinating Group’s report dated June 16, 1997 recommended $9,801.00 per acre.)

The Administrative Coordinating Group is not in agreement with the Lord Selkirk-West Kildonan Community Committee’s recommendation that the land drainage trunk charge for the above referenced development application be reduced from $9.801.00/acre to $7,543.00/acre, for the following reasons:

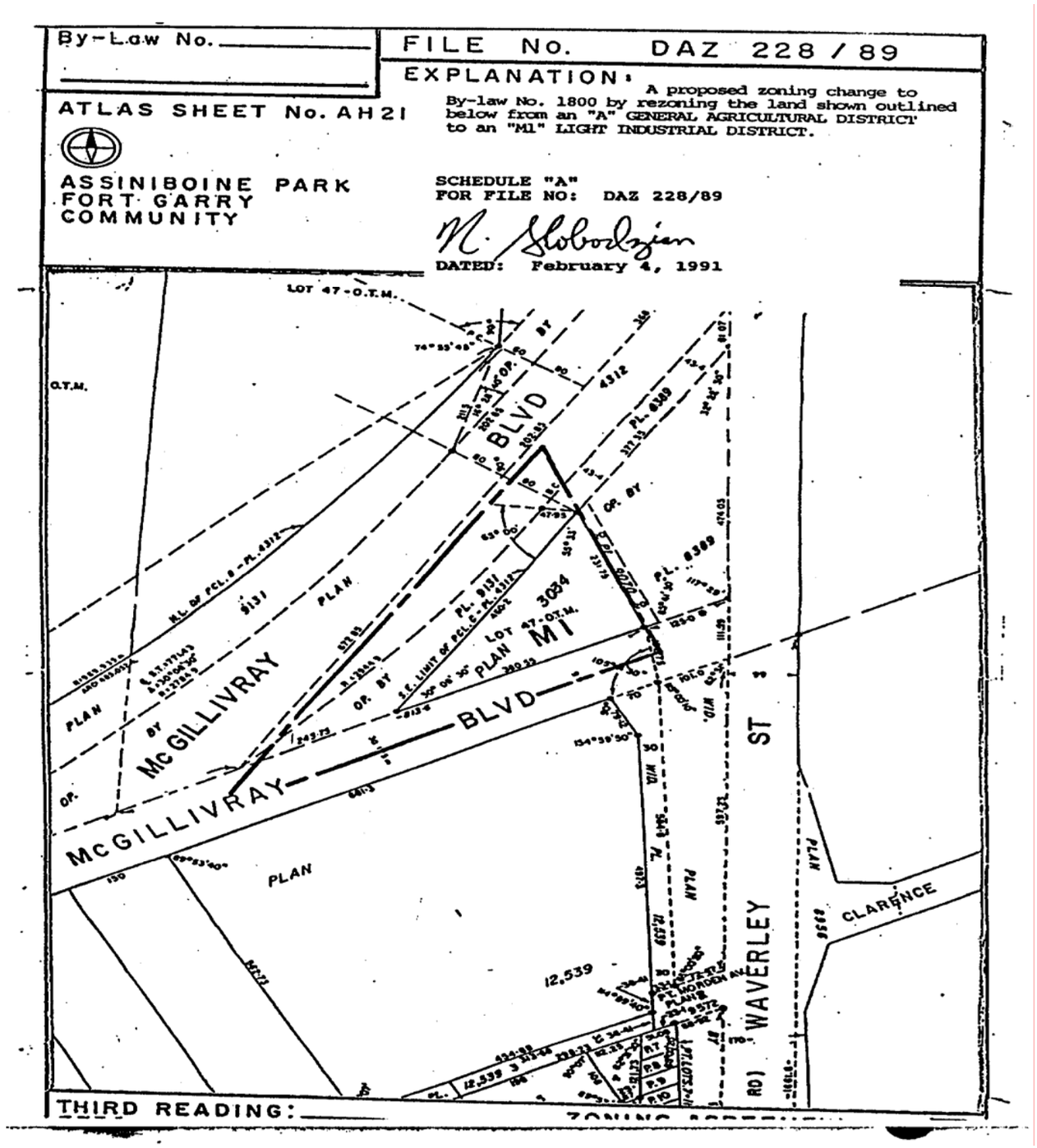
1. The suggested $7,543.00/acre charge is an arbitrary number developed for the applicant by his engineering consultant, and is an estimate of the cost of a conceptual land drainage system adjacent to the planned area, to which the above subdivision will not even be connected. It is therefore felt that this number is irrelevant.

2. The land drainage trunk charge for the John Black system to which they will be connecting is $9,801.00/acre, as determined by converting the current local improvement rate charge of $30.00 per frontage foot to an area basis. Since development of this system is in its early stages, the use of the local improvement rate to determine the trunk charge provides an equitable distribution of cost as opposed to calculating a trunk charge based on a conceptual plan which will evolve over a number of years. Further, this is the rate that other property owners in the area will be charged when they develop their properties. Therefore, if this property does not pay its fair share, the other benefitting properties may have to pay more.

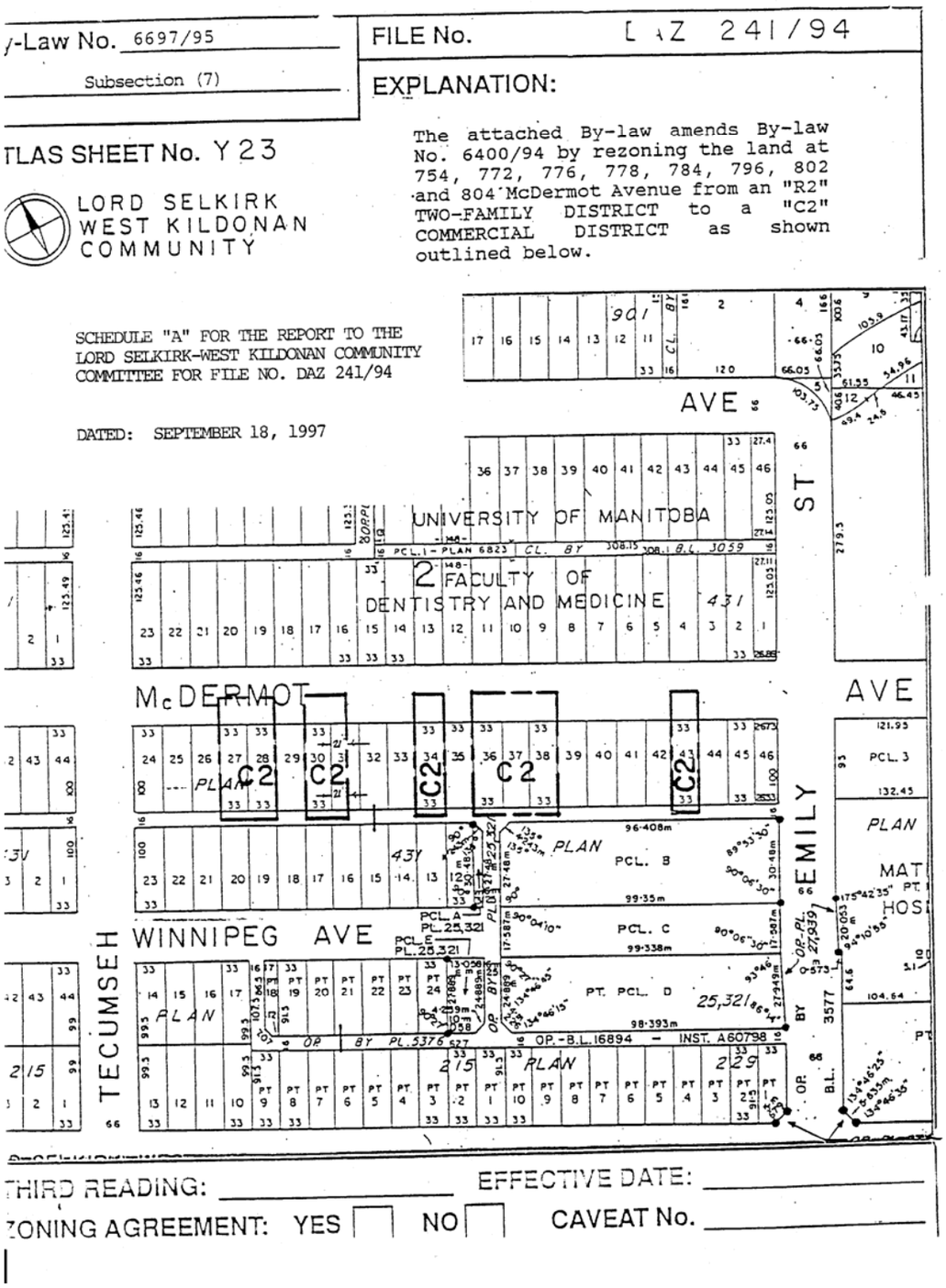
3. In the Regional Land Drainage Plan for this area, this property was never intended to drain to the John Black system. Thus, the City has already made a concessions to this developer by allowing him to connect to the John Black system, rather than requiring him to build a new trunk system and outfall to the Red River, at an estimated cost of $572,000.00.

It is therefore recommended that the land drainage trunk charge of $9,801.00/acre be reinstated as originally laid out in the Administrative Coordinating Group’s report.

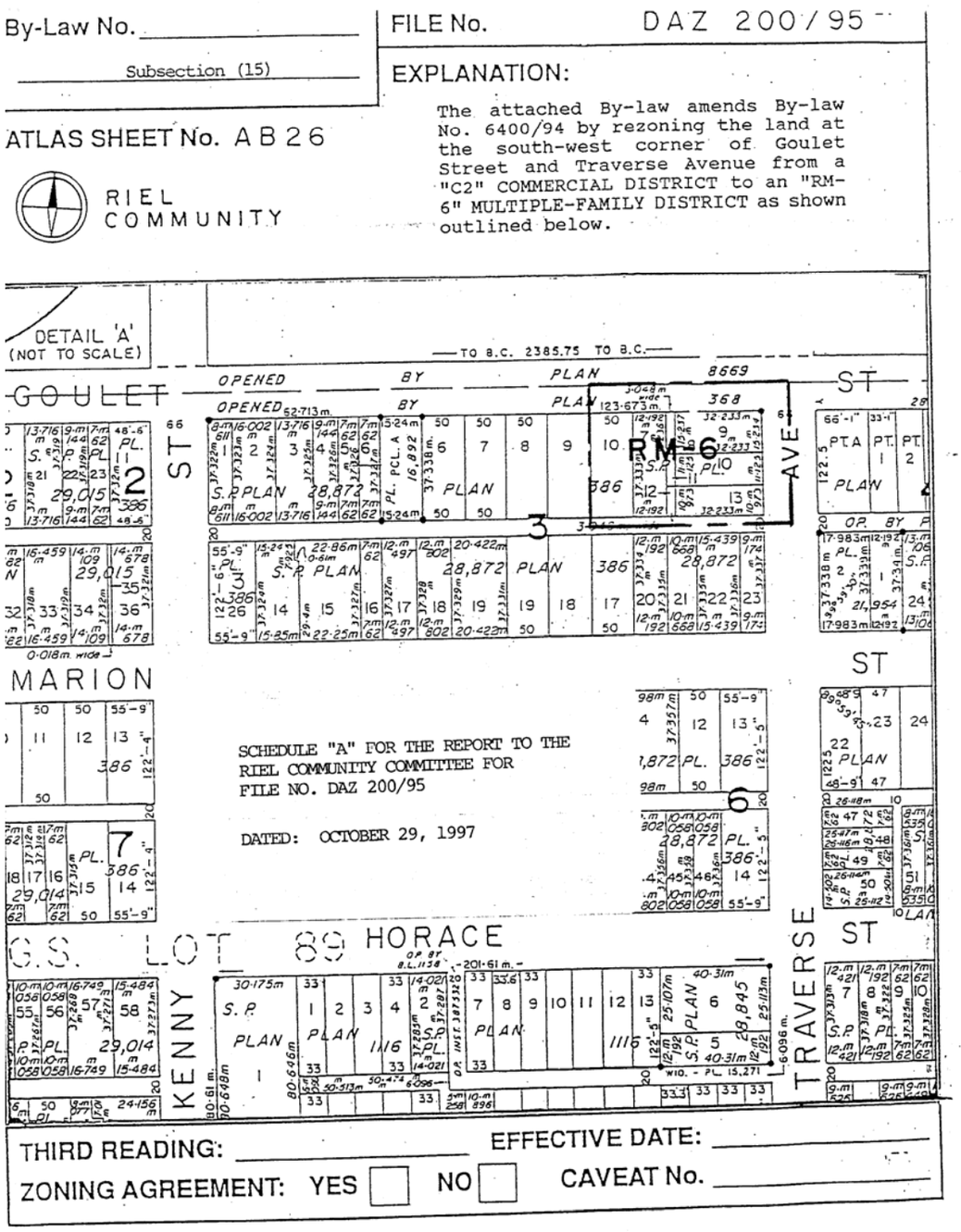
170 - Schedule “A” referred to in Clause 6 of the Standing Policy Committee on Property and Development dated November 25, 1997



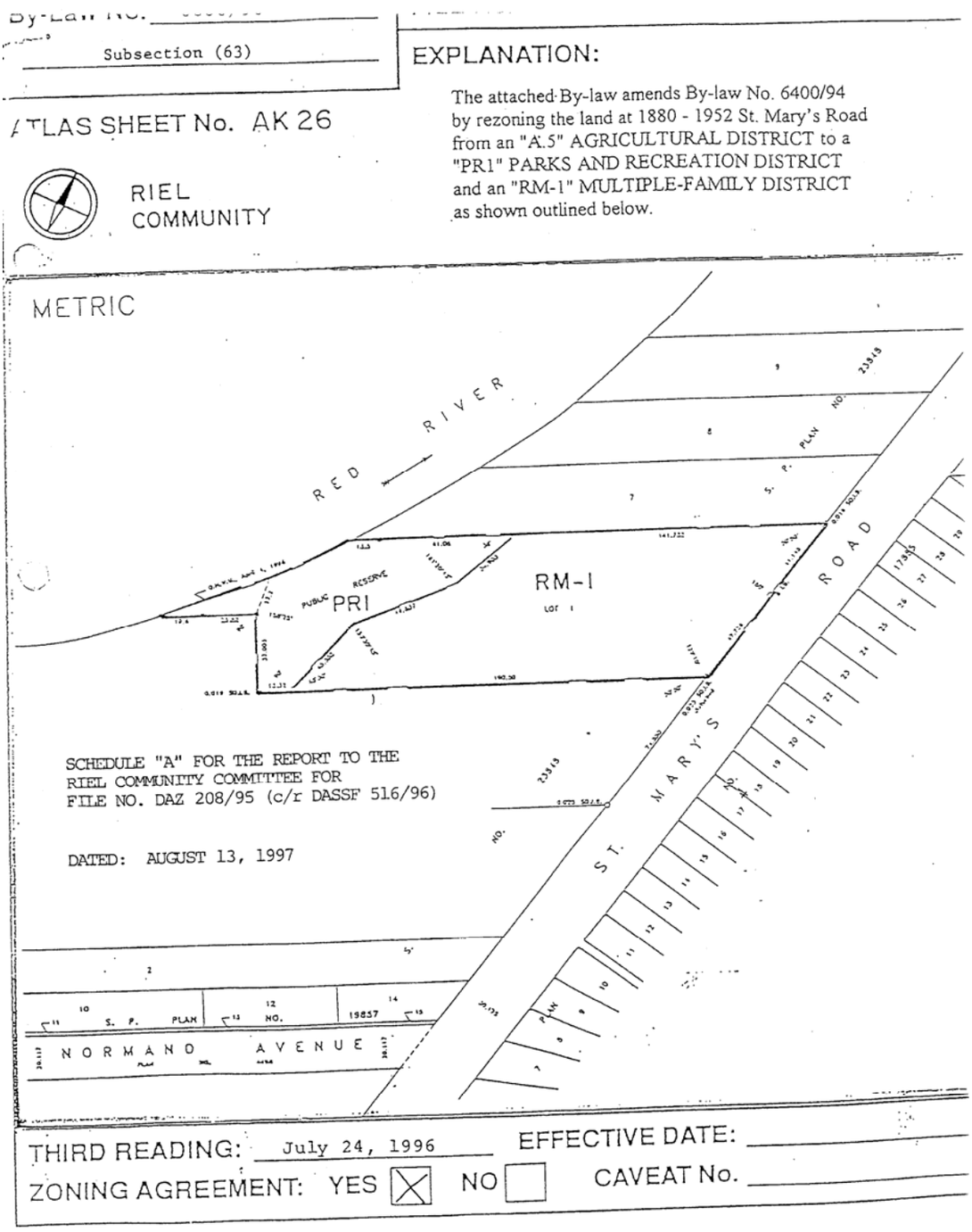
171 - Schedule “A” referred to in Clause 7 of the Standing Policy Committee on Property and Development dated November 25, 1997



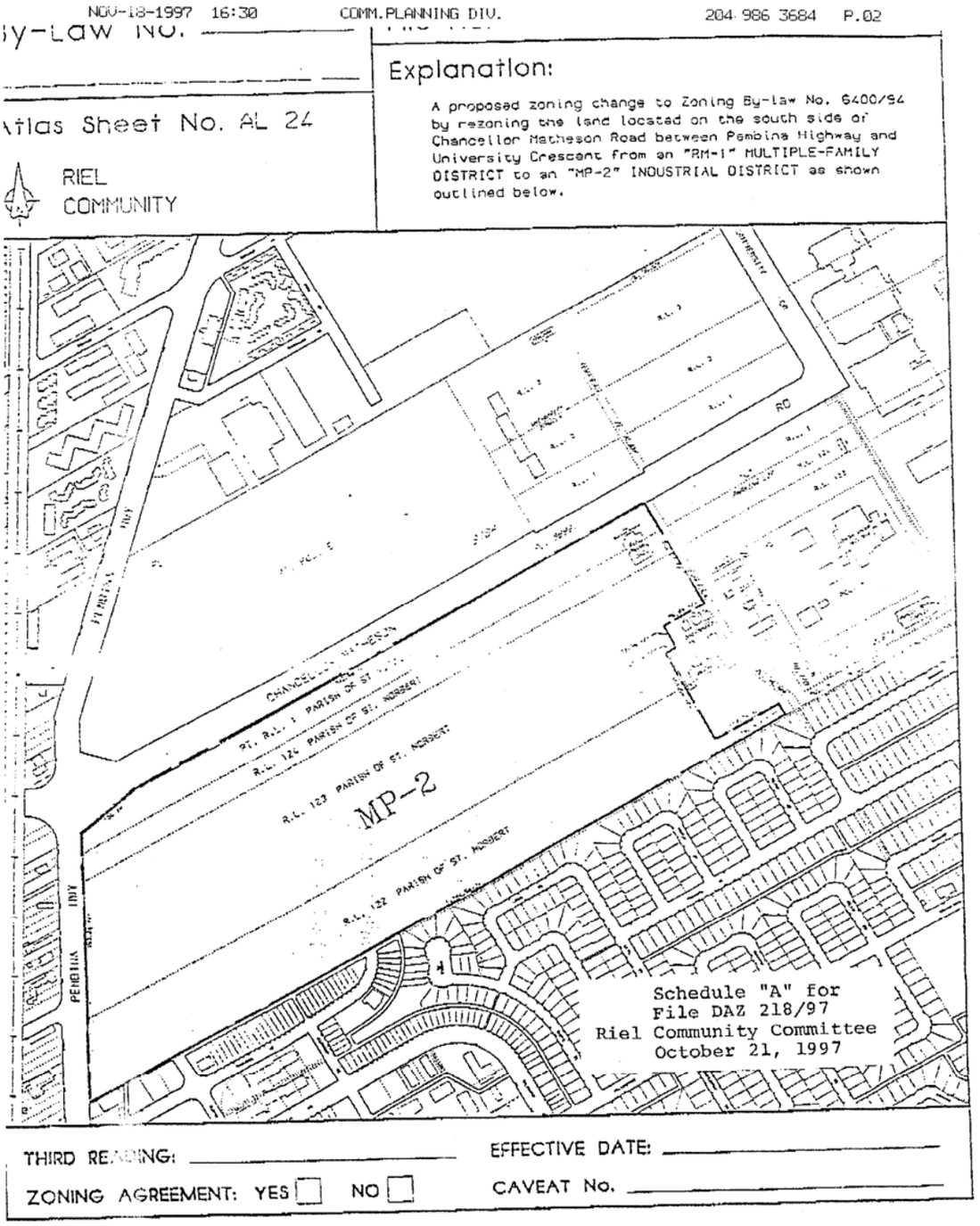
172 - Schedule “A” referred to in Clause 8 of the Standing Policy Committee on Property and Development dated November 25, 1997



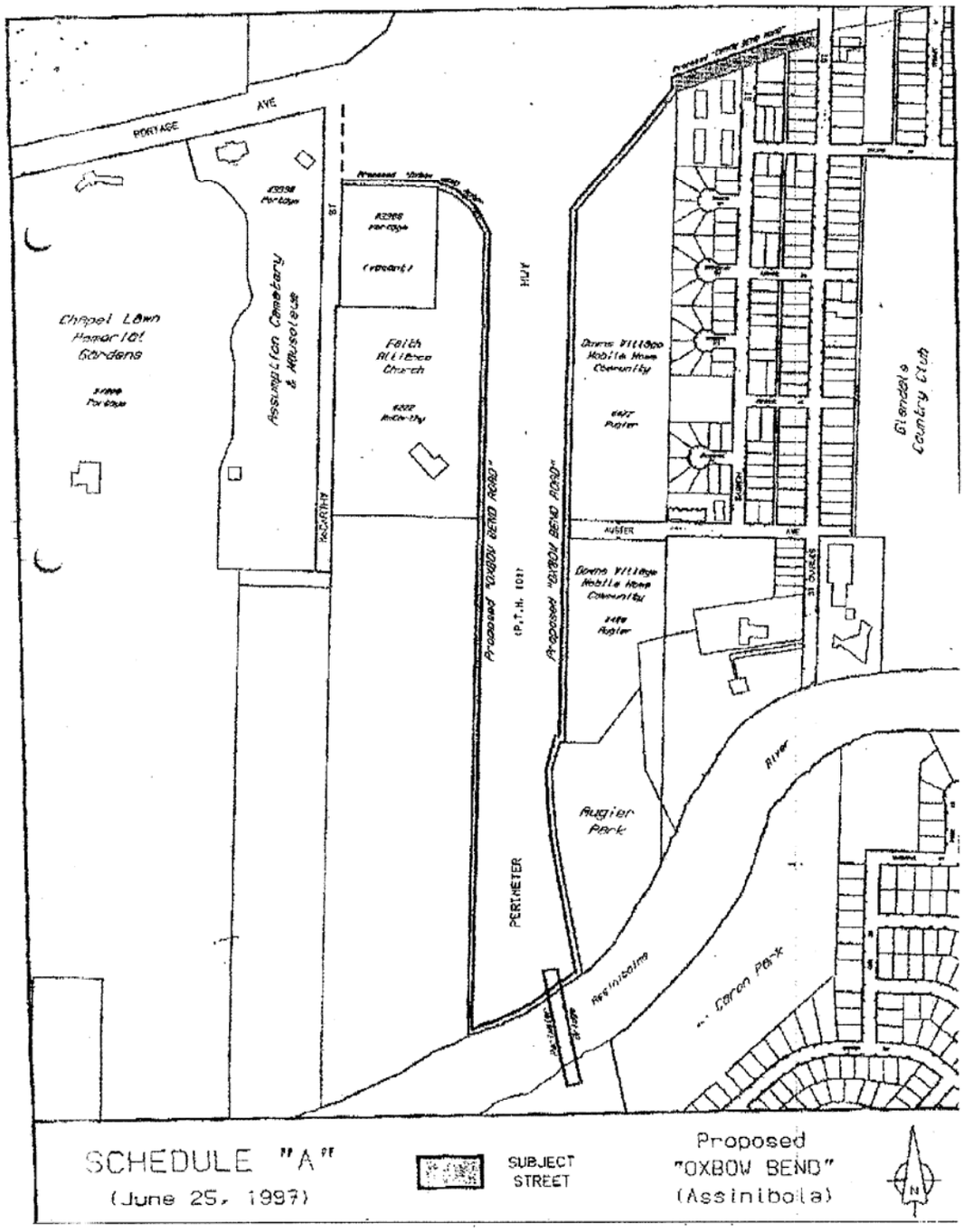
173 - Schedule “A” referred to in Clause 9 of the Standing Policy Committee on Property and Development dated November 25, 1997



174 - Schedule “A” referred to in Clause 10 of the Standing Policy Committee on Property and Development dated November 25, 1997



175 - Schedule “A” referred to in Clause 13 of the Standing Policy Committee on Property and Development dated November 25, 1997



176 - Appendix "A" referred to in Clause 14 of the Standing Policy Committee on Property and Development dated November 25, 1997

RIVER HEIGHTS COMMUNITY CENTRE AND RIVER HEIGHTS SCHOOL SITE JOINT USE AGREEMENT - PROPOSED TERMS AND CONDITIONS

1. The joint use agreement will be between the City of Winnipeg and the Winnipeg School Division No. 1.

2. (a) This agreement shall continue for a period of ten (10) years commencing as of the date hereof and shall be further renewable at the option of the City for three (3) consecutive periods of five (5) years each, provided however, that the School division shall have the option to cancel this Agreement upon twelve (12) months notice in writing to the City in the event that the SUBJECT SCHOOL PROPERTY shall be required by the School Division for its purposes or sale of the School lands.

   (b) In the event this School Site is offered for sale, the City will be given the first right to purchase said lands and buildings at a price to be negotiated at that time, given a reasonable time to evaluate the need for this property, such time not to exceed 180 days from the time the site is declared surplus by the Provincial Schools Finance Board and due notice is given to the City.

3. River Heights Community Centre (10.37 acres), 1370 Grosvenor Avenue and River Heights School (6.93 acres) are contiguous properties.

4. The joint use facilities shall be identified as 1 hockey pen with basketball courts, 1 football/soccer field, 1 soccer field, 4 ball diamonds and landscaped area included in subject property on attached plan.

5. The Winnipeg School Division No. 1 allowed River Heights Community Centre to construct a permanent hockey pen with basketball courts on the River Heights School property. Funds in the amount of $150,000 were approved through the Government of Canada Infrastructure Program for this purpose.

6. The School Division shall have priority use of the Joint Use Facilities with the exception of the permanent hockey pen, free of charge, until 6:00 P.M. on regular school days, as defined by the Winnipeg School Division No. 1, during the period September through June, excepting the period July through August subject to the reasonable requirements of the City, for City owned property, in consultation with the School Division**.**

7. The School Division shall have priority use of the permanent hockey pen as identified on the plan for school programs, free of charge, up to 4:30 p.m. on regular school days, as defined by the Winnipeg School Division No. 1 subject to the reasonable requirements of the City in consultation with the School Division.

8. The City shall have priority use of the Joint Use Facilities with the exception of the permanent hockey pen, free of charge, after 6:00 P.M. on regular school days as defined by the Winnipeg School Division No. 1 during the period of September through June and all days during the period of July through August subject to the reasonable requirements of the School Division, for School Division owned property, in consultation with the City.

Appendix "A" referred to in Clause 14 of the Standing Policy Committee on Property and Development dated November 25, 1997 (continued)

9. The City shall have priority use of the permanent hockey pen after 4:30 p.m. on regular school days and on all days when school is not in session.

10. The City and the School Division shall have second priority use of the Joint Use Facilities at the times controlled by the other party.

11. The City undertakes to be responsible for the grounds maintenance for the Joint Use Facilities. Maintenance shall include grass cutting, field marking, keeping grounds free from holes and ruts, keeping above ground structures (goal posts, backstops and benches) in good repair to allow for appropriate sport use based on the City's standard maintenance schedule for athletic grounds.

12. The City will be responsible for the perimeter fencing located on City owned property and the School Division will be responsible for the perimeter fencing located on School Division owned property.

13. Each party to this Agreement is responsible for the maintenance of good order and discipline amongst the persons making use of the Joint Use Facilities and any damage which may occur while either party to this Agreement is making use of the Joint Use Facilities shall be paid for by the party using the Joint Use Facilities at the time the damage occurs.

14. The parties hereto agree to establish a Joint Planning Committee consisting of equal representation from the School Division and the local Community Committee of the City to deal with matters relating to the River Heights site.

    The Joint Planning Committee shall:

    (i) advise the City and the School Division on matters pertaining to the joint use of the facilities covered by this Agreement;

    (ii) develop and recommend the policies and regulations covering the details of planning and operation of the joint use facilities;

    (iii) subject to Clause 16 hereof, attempt to resolve any disputes arising out of the interpretation of this Agreement or disputes arising out of the application or administration of the Agreement.

15. The parties shall forthwith establish a Works Committee which shall include the Superintendent of Schools for the School Division or designate, and the Director of Parks and Recreation for the City or designate and Community Centre Representation as appropriate, such Committee shall meet twice annually and as otherwise required and have responsibilities as follows:

    (i) Develop procedures to assist in the carrying out of the harmonious and efficient day to day operation of the Joint Use Facilities;

Appendix "A" referred to in Clause 14 of the Standing Policy Committee on Property and Development dated November 25, 1997 (continued)

(ii) Subject to Clause 16 hereof, attempt to resolve any differences which may develop;

(iii) Advise the Joint Planning Committee concerning any item within its jurisdiction.

(iv) Should any matter remain unresolved it shall be referred to the Joint Planning Committee for decision, which decision shall be final and binding on the parties to the Works Committee.

16. Resolution of minor differences, operation of the Joint Use Facilities and administration of this agreement shall be carried out by the administration of the School Division and the administration of the Parks and Recreation Department of the City.

17. Any dispute arising from the interpretation of this Agreement or disputes arising out of the application or administration of this Agreement shall be considered in the first instance by the School Division and the City which shall refer any matters which cannot be resolved under established policies of the parties to this Agreement to arbitration in accordance with the provisions of The Manitoba Arbitration Act.

18. (a) The parties hereto shall indemnify and save the other harmless from and against all actions, claims, demands, causes of actions and demands arising out of the occupiers liability by reason of the use of the facilities by such party or by any of its agents, employees, servants or other persons under its control or by students, children or other persons making use of the jointly used facilities.

(b) Each of the parties hereto agree to arrange insurance coverage upon their liability to the other with limits of not less than five million ($5,000,000.00) dollars inclusive, in respect to injury, death or property damage, and each party shall supply to the other party an insurance certificate, both of which shall be to the satisfaction of the other;

(c) The School Division shall purchase and keep in force during the full term of this Agreement a property insurance policy covering the property located on that portion of the recreation site owned by it and used jointly hereunder by the School Division and the City which policy shall name the City as an additional named insured hereunder, and the School Division shall file with the City a certificate of such insurance. It is further agreed, that in the event that the School Division is unable or unwilling to add the City as an additional named insured as described herein, then the City shall be provided with a waiver of subrogation as against the School Division and its liability insurer in respect of the property insurance. The City may be required to reimburse the School Division on a pro-rata basis for any additional premiums resulting from such coverage.

19. The benefit of this Agreement shall enure to the parties, its successors and permitted assignees.

177 - Appendix "A" referred to in Clause 15 of the Standing Policy Committee on Property and Development dated November 25, 1997

TECHNICAL VOCATIONAL HIGH SCHOOL
JOINT USE PROPOSED TERMS AND CONDITIONS

1. This agreement shall continue for a period of Twenty-Five years commencing as of the date hereof and shall be renewable by mutual consent of the parties for an additional Twenty-Five year period.

2. The School Division shall have priority use of the Joint Use Facilities with the exception of the football field until 6:00 P.M. on regular school days, as defined by the Winnipeg School Division No. 1, during the period September through June, excepting the period July through August.

3. The School Division shall have the right to use one of the football fields as identified on Misc. Plan No. 14-97 for school programs up to 8:00 P.M. on regular school days for soccer and football practices and games.

4. The City shall have priority use of the football field as designated in Clause #3 after 8:00 P.M. on regular school days and at all times when school is not in session.

5. The City shall have priority use of the Joint Use Facilities with the exception of the football field after 6:00 P.M. on regular school days as defined by the Winnipeg School Division No. 1 during the period of September through June and all days during the period of July through August.

6. The City shall have right of free access and use of the School Division's parking lots, inclusive of all Administration and Permit costs, located adjacent to the Lands identified as Parking on Plan No. 14-97 with the exception of stalls 1-18 signed "Reserved 24 Hours" and with the condition that upon reasonable notice from the School Division, parking in the northeast lot adjacent to the school and School Board Office would be reserved for major Division related events.

7. The City and the School Division shall have second priority use of the Joint Use Facilities at the times controlled by the other party.

8. The City undertakes to be responsible for the grounds maintenance for the Joint Use Facilities with the exception of the football fields and the parking lots. Maintenance shall include grass cutting, field marking, keeping grounds free from holes and ruts, keeping above ground structures (goal posts, backstops and bleachers) in good repair to allow for appropriate sport use based on the City's standard maintenance schedule for athletic grounds. The City's assumption of the maintenance of the above ground structures will be subject to an inspection of the structures by the City to ensure their condition is acceptable.

9. The City and Division agree to share in the maintenance of the football fields based on standards set by the Works Committee referenced in Clause 15.

Appendix "A" referred to in Clause 15 of the Standing Policy Committee on Property and Development dated November 25, 1997 (continued)

10. The School Division will be responsible for the maintenance of the parking lots identified as Parking on Plan No. 14-97 and the perimeter fencing around the joint use facilities.

11. The City would be permitted to use herbicides on the athletic fields with application made a minimum of once annually during late summer before the normal school year begins.

12. The City undertakes to be responsible for the cost of Athletic Field Site Redevelopment for the Joint Use Facilities pending available Capital and will submit any plans for redevelopment of Athletic Fields to the School Division for approval prior to commencement of construction.

13. Each party to this Agreement is responsible for the maintenance of good order and discipline amongst the persons making use of the Joint Use Facilities and any damage which may occur while either party to this Agreement is making use of the Joint Use Facilities shall be paid for by the party using the Joint Use Facilities at the time the damage occurs.

14. The parties hereto agree to establish a Joint Planning Committee consisting of equal representation from the School Division and the local Community Committee of the City to deal with matters relating to Tec Voc High School grounds.

    The Joint Planning Committee shall:

    (i) advise the City and the School Division on matters pertaining to the joint use of the facilities covered by this Agreement;

    (ii) develop and recommend the policies and regulations covering the details of planning and operation of the joint use facilities;

    (iii) subject to Clause 17 hereof, attempt to resolve any disputes arising out of the interpretation of this Agreement or disputes arising out of the application or administration of the Agreement.

    (iv) The parties shall forthwith establish a Works Committee which shall include the Superintendent of Schools for the School Division or designate, and the Director of Parks and Recreation for the City or designate and Community Representation as appropriate.

15. The Works Committee shall have responsibilities as follows:

    (i) Develop procedures to assist in the carrying out of the harmonious and efficient day to day operation of the Joint Use Facilities;

    (ii) Subject to Clause 17 hereof, attempt to resolve any differences which may develop;

    (iii) Advise the Joint Planning Committee concerning any item within its jurisdiction.

    (iv) should any matter remain unresolved it shall be referred to the Joint Planning Committee for decision, which decision shall be final and binding on the parties to the Works Committee.

Appendix "A" referred to in Clause 15 of the Standing Policy Committee on Property and Development dated November 25, 1997 (continued)

16. Resolution of minor differences, operation of the Joint Use Facilities and administration of this agreement shall be carried out by the administration of the School Division and the administration of the Parks and Recreation Department of the City.

17. Any dispute arising from the interpretation of this Agreement or disputes arising out of the application or administration of this Agreement shall be considered in the first instance by the School Division and the City initially through the Works Committee, then the Joint Planning Committee which shall refer any matters which cannot be resolved under established policies of the parties to this Agreement to arbitration in accordance with the provisions of The Manitoba Arbitration Act.

18. (a) The parties hereto shall indemnify and save the other harmless from and against all actions, claims, demands, causes of actions and demands arising out of the occupiers liability by reason of the use of the facilities by such party or by any of its agents, employees, servants or other persons under its control, or by students, children or other persons making use of the Joint Use Facilities.

(b) The School Division and the City shall each maintain and keep in force during the term of the agreement a commercial general liability policy in respect of its use of the lands which form part of the joint use facilities covering bodily injury, personal injury and property damage having:

i) Minimum limits of $5,000,000.00 all inclusive or such other amount as is mutually agreed upon;
ii) The City of Winnipeg and the School Division each added as an additional named insured to the other party's insurance policy;
iii) The policy must contain a cross liability clause;
iv) Insurance coverage effective immediately upon execution of this agreement.

c) Both parties shall retain the right to request additional insurance should circumstances at the joint use facilities change.

19. The benefit of this Agreement shall enure to the parties, its successors and permitted assignees.

20. The School Division shall have the right to cancel this Agreement upon (1) one year's notice in writing to the City in the event that the joint use lands shall be required by the School Division for the purposes of building or operating Divisional facilities or for sale, with the provision that the School Division will reimburse the City for the unamortized cost of all property improvements situated on the property. The unamortized cost of improvements will be based on a 12 year amortization schedule for soccer fields, a 10 year schedule for baseball diamonds and a 6 year schedule for football fields, all applied at a straight rate.

21. The joint use lands shall be offered for sale to the City in priority of any other party should the School Division decide to dispose of same in the future or no longer requires same for Divisional purposes.

178 - Appendix "A" referred to in Clause 2 of the Report of the Secretariat Committee dated November 20, 1997

1998
CITY OF WINNIPEG
SCHEDULE OF COUNCIL AND COMMITTEE MEETINGS

Fiscal Issues	Property and Development	Protection and Community Services	Public Works	Executive Policy Committee	Council	Appeal Hearings (P & D)
Monday 9:00 a.m.	**Tuesday 9:00 a.m.**	**Monday 9:00 a.m.**	**Tuesday 9:00 a.m.**	**Wednesday 9:00 a.m.**	**Wednesday 9:30 a.m.**	**Thursday 1:00 p.m.**
January 5	**January 6**	**January 12**	**January 13**	***Thursday January 8** ***Thursday January 15** **January 21**	**January 28**	**January 16** **January 29**
February 2	**February 3**	**February 9**	**February 10**	**February 4** **February 11** **February 18**	**February 25**	**February 12** **February 26**
March 2	**March 3**	**March 9**	**March 10**	**March 4** **March 11** **March 18**	**March 25**	**March 12** **March 26**
April 6	**April 7**	***Thursday April 9**	**April 14**	**April 8** **April 15** **April 22**	**April 29**	**April 16** **April 30**
May 4	**May 5**	**May 11**	**May 12**	**May 6** **May 13** **May 20**	**May 27**	**May 14** **May 28**
June 1	**June 2**	**June 8**	**June 9**	**June 3** **June 10** **June 17**	**June 24**	**June 11** **June 25**
June 29	**June 30**	**July 6**	**July 7**	**July 8** **July 15**	**July 22**	**July 9** **July 23**
***Thursday August 27 (PM)**	***Thursday August 27 (AM)**	**August 24**	**August 25**	**August 26**	**September 9**	**August 20**
***Thursday September 10**	**September 8**	**September 14**	**September 15**	**September 2** **September 16** **September 23**	***Tuesday September 29**	**September 3** **September 17**
COUNCIL AND STANDING COMMITTEE MEETINGS PROROGUED OCTOBER 1 - OCTOBER 30, 1998						
CIVIC ELECTION DAY - WEDNESDAY, OCTOBER 28, 1998						

INAUGURAL MEETING OF COUNCIL - NOVEMBER 3, 1998 AT 8:00 P.M. ORGANIZATIONAL MEETING OF COUNCIL - WEDNESDAY, NOVEMBER 4, 1998 AT 9:30 A.M.						
November 9	**November 10**	***Thursday November 12**	***Friday November 13**	**November 18**	**November 25**	**November 5 November 26**
November 30	**December 1**	***Thursday December 3**	***Friday December 4**	**December 2 December 9**	**December 16**	**December 10**

*** NOTE CHANGE IN DAY OF WEEK**

SPRING BREAK: MARCH 30 - APRIL 3

1998 HOLIDAYS CLOSED	**CIVIC CENTRE CLOSED**
New Year's - January 1	Thursday - January 1
Christmas - January 7 (Julian Calendar)	--
New Year's - January 14 (Julian Calendar)	--
Good Friday - April 10	Friday, April 10
Easter Monday - April 13	Monday, April 13
Victoria Day - May 18	Monday, May 18
Canada Day - July 1	Wednesday, July 1
Civic - August 3	Monday, August 3
Labour Day - September 7	Monday, September 7

1998 HOLIDAYS	**CIVIC CENTRE**
Rosh Hashanah - September 21	--
Yom Kippur - September 30	-
Thanksgiving - October 12	Monday, October 12
Remembrance Day - November 11	Wednesday, November 11
Hanukkah - December 14	--
Christmas Day - December 25	Friday, December 25
Boxing Day - December 26	Monday, December 28
New Year's Day - January 1	Friday, January 1, 1999