330 - Appendix "A" referred to in Clause 8 of the Report of the Executive Policy Committee dated January 15, 1997

MEMORANDUM OF AGREEMENT
Between

The City of Winnipeg

and

Winnipeg Police Senior Officers' Association

The Negotiating Committees for the City of Winnipeg and the Winnipeg Police Senior Officers' Association hereby agree and recommend acceptance of the following amendments to the 1993/1995 Collective Agreement which expired on December 23, 1995, and this amended Agreement will form the new Collective Agreement for the term December 24, 1995 to December 19, 1998.

ARTICLE II SECTION 8 - DURATION, REVISION AND TERMINATION

Amend all applicable sections of the Collective Agreement, relating to the duration, revision and termination of said Agreement, to reflect the fact that the Agreement will be effective for the period December 24, 1995 to December 19, 1998.

ARTICLE III SECTION 2 - REMUNERATION

1996

No adjustment to the rates of pay for the ranks/classifications set out in Schedule "A" for 1996.

1997

Effective December 22, 1996, for all ranks/classifications set out in Schedule "A", the greater of**:** zero percent (0%) or of any upward general economic adjustment awarded to the First Class Constable rank for the period December 24, 1995 to December 21, 1996.

Effective Pay Period #10, 1997, add one (1) increment of two percent (2%) to the maximum rate of Inspector and Superintendent. Any incumbent who has been at the maximum rate for a period of one (1) year or greater will immediately receive the adjustment. Employees retiring in 1997 will not be eligible for this increment.

1998

Effective December 19, 1998, for all ranks/classifications set out in Schedule "A", the greater of**:** zero percent (0%) or of any upward general upward economic adjustment awarded to the First Class Constable rank for the period December 21, 1997 to December 19, 1998.

Appendix “A” referred to in Clause 8 of the Report of the Executive Policy Committee dated January 15, 1997 (continued)

ARTICLE IV SECTION 6 - PRO RATA LEAVE ON TERMINATION

Amend the provisions of sub-section (a) as follows:

In all cases of termination of employment for any reason whatsoever of a member of the Association who:

(i) has been in the employ of the City for a period of less than one (1) year, or less than a full year from the end of the period for which the member received their last annual leave, or

(ii) is entitled under the above provision to annual leave but has not received it, then annual leave calculated in cases under sub-paragraph (i) on a pro-rated basis of the annual leave to which such member of the Association would be entitled under the above provision had the member completed said year’s service, shall be given to such member of the Association, and in the case of a deceased member, shall be paid to the estate.

Effective January 1, 2005, annual leave calculated in cases under sub-paragraph (i) on a pro-rated basis shall be based upon the annual leave entitlement provided for in that member’s first year of service.

ARTICLE IV SECTION 11 - CIVIL LIABILITY

Revise as necessary and add a section on criminal liability to provide the same benefits as those provided to the Winnipeg Police Association.

ARTICLE IV SECTION 12 - SICK LEAVE

Renumber this Section as 13 and add the following provision to the current text:

"When any member of the Service, hired on or before January 1, 1997, retires on pension or dies after January 1, 2005, the member, or the member's estate, as the case may be, shall be entitled to receive pay, or leave with pay, in an amount equivalent to the total of:

i) One hundred percent (100%) of unused sick leave which were accumulated during the last five (5) years of service, multiplied by the hourly rate of the member's confirmed rank on their last day of service, and

ii) Twenty-five percent (25%) of the remainder of unused sick leave credits earned prior to the five (5) year period specified in i) above, multiplied by the hourly rate of the member's confirmed rank on their last day of service to a maximum of three hundred and seventy-two (372) hours.

iii) Where a member has used more sick leave during their last five (5) years of employment than earned during that period of time, the excess of sick time used shall be deducted from the sick leave credits specified in ii) above prior to the twenty-five percent (25%) calculation is made in accordance with ii) above.

Appendix "A" referred to in Clause 8 of the Report of the Executive Policy Committee dated January 15, 1997 (continued)

When any members of the Service, hired after January 1, 1997, retires on pension or dies, the member or the member's estate, as the case may be, shall be entitled to receive pay in an amount equivalent to the total of:

i) One (1) day pay for each year of service accumulated during the member's first fifteen (15) years of service, multiplied by the daily rate of pay for the member's confirmed rank on their last day of service, and

ii) Two (2) days pay for each year of service accumulated beyond fifteen (15) years of service, multiplied by the daily rate of pay for the member's confirmed rank on their last day of service.

ARTICLE IV SECTION 13 - CLOTHING

Effective January 1, 1997, delete the current uniform issue and replace with a clothing allowance of one thousand one hundred and ninety-five dollars and eighty cents ($1,195.80)* per year (prorated as necessary for periods less than one (1) year) for the purchase of all equipment and clothing deemed necessary by the Chief. First issue for a promoted member will be deducted from said allowance and will include only those items required due to change of rank. Thereafter, the employer will provide the first issue of uniform, equipment or clothing which is necessitated by additions or changes in standard or style.

* Subject to adjustment in a manner identical to the Winnipeg Police Association.

All civilian members of the Association will receive a blazer bearing the crest of the Winnipeg Police Service, dress pants, shirt and tie as soon as practical, upon such member becoming eligible for membership in the Association. The design of such issue shall be determined in consultation with the Association and thereafter, the Service will provide clothing as necessitated by additions/changes in standard/style.

ARTICLE IV 14/20 - VARIOUS PROVISIONS

Renumber as necessary.

ARTICLE IV 22 - MATERNITY/PARENTAL LEAVE

Provide the same benefits as those provided to the Winnipeg Police Association.

LETTERS OF UNDERSTANDING

No. 1 Renew for the term of the Collective Agreement

Appendix "A" referred to in Clause 8 of the Report of the Executive Policy Committee dated January 15, 1997 (continued)

No. 2 Delete in its entirety

No. 3 Delete in its entirety

No. 4 Delete in its entirety

No. 5 Renew for the term of the Collective Agreement

LETTER OF COMMITMENT RE: UNILATERAL FURLOUGH STRATEGY

Renew for the term of the Collective Agreement

VOLUNTARY RETIREMENT INCENTIVE PROGRAM

Provide a retirement incentive program to any member who will be eligible to retire by the end of pay period 26, 1997. The incentive will be in the form of one (1) year's salary at the rate of pay of the individuals permanent position on the last day of work. In addition, current vision and dental care provisions will continue for three (3) years beyond date of retirement.

An individual wishing to access the incentive must confirm his intention to retire by March 31, 1997 and must agree to retire at his earliest date of eligibility unless mutually agreed otherwise between the individual and the Chief.

HOURS OF WORK

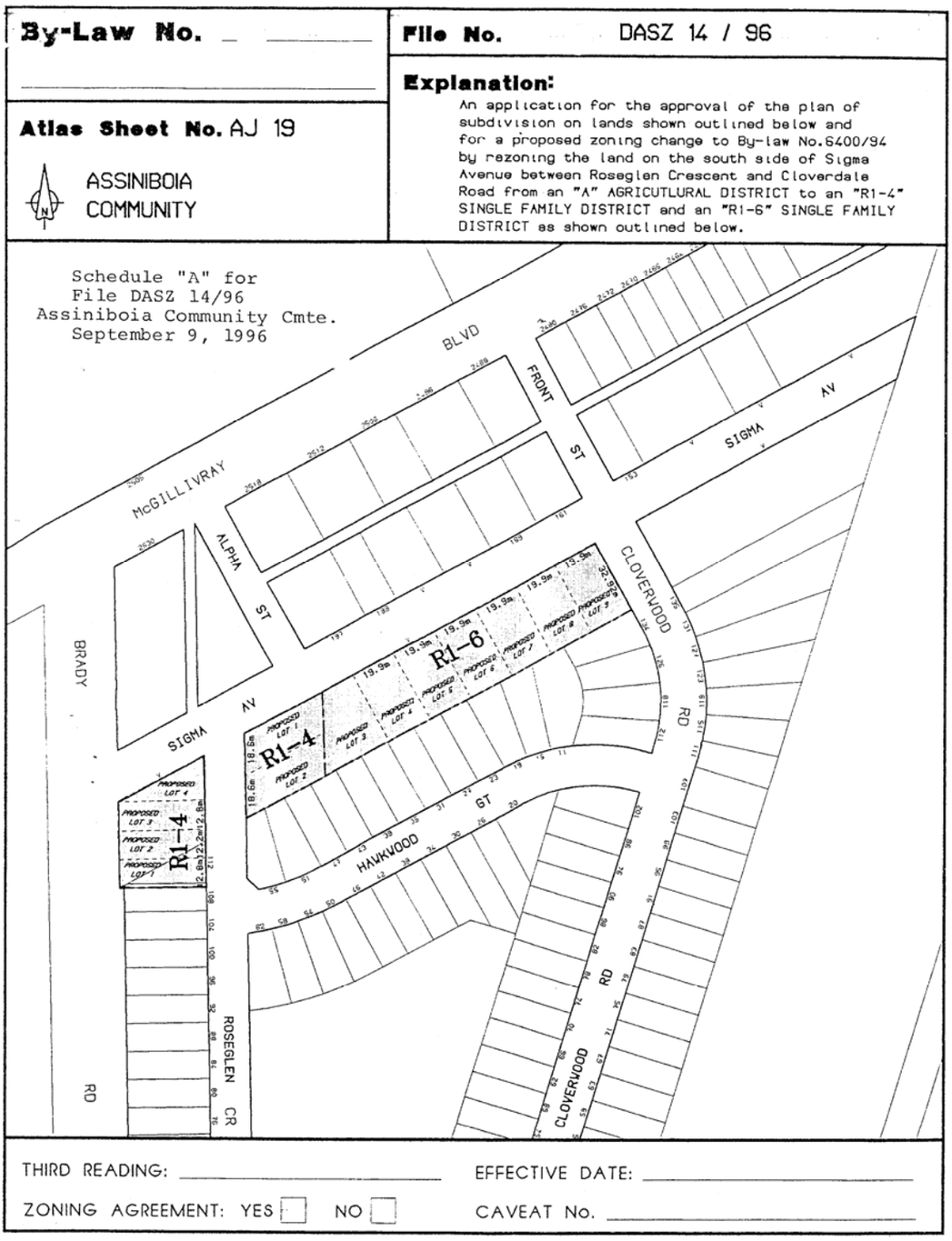
The parties agree that in the event of change to the number of Duty Inspectors from six (6) to four (4) a twelve (12) hour shift for Duty Inspectors will be agreed upon between the Chief and WPSOA and implemented on a one (1) year trial basis.

Agreed to this 15th day of January, 1997

For the Negotiating Committee of the City of Winnipeg

For the Negotiating Committee of the Winnipeg Police Senior Officers' Association

331 - Schedule "A" referred to in Clause 8 of the Report of the Committee on Planning and Community Services dated January 10, 1997



Schedule "B" referred to in Clause 8 of the Report of the Committee on Planning and Community Services dated January 10, 1997

RE: Proposed Subdivision and Rezoning of land located on the south side of Sigma Avenue, between Roseglen Crescent and Brady Road - DASZ 14/96

An application has been submitted by Cairns Developers to subdivide and rezoning land located on the south side of Sigma Avenue between Roseglen Crescent and Cloverwood Road.

It is recommended that approval of this application be subject to the following conditions:

Firstly, the Developer shall provide a 1.83 m widening along the east side of Brady Road abutting the subject property.

Secondly, the Developer shall enter into a servicing agreement containing the following provisions:

1. The Developer shall at no expense to the City construct an asphalt roadway in Sigma Avenue between Roseglen Crescent and Brady Road to the satisfaction of the Commissioner of Works and Operations.

2. The Developer shall at no expense to the City construct a concrete sidewalk to a width of 2 m complete with sod and chain link fencing on each side within the Cloverwood Road right-of-way from Sigma Avenue to the south limit of the proposed subdivision to the satisfaction of the Director of Parks and Recreation. (The requirement for the Developer constructing concrete pavement in Cloverwood Road abutting the flankage of proposed Lot 9 covered in Development Agreement AG 3/89 is hereby deleted.)

3. The Developer shall, at no expense to the City, install sod on the south side of Sigma Avenue in accordance with landscaping plans and specifications prepared by the Developer and approved, prior to installation, by the Director of Parks and Recreation. The Developer shall, at no expense to the City, maintain the sod improvements for a period of one year in accordance with specifications of the Director Parks and Recreation.

4. The Developer shall prior to the release of the subdivision mylars for registration in the Land Titles Office commute all outstanding local improvement levies assessed against the proposed subdivision for the wastewater sewer and the watermain in Sigma Avenue.

5. The Developer shall pay $1,650.00 to defray the City's administration and related costs associated with the preparation and implementation of the servicing agreement.

6. The Developer shall, at no expense to the City, cause standard reflectorized permanent street name signs to be installed at all street intersections abutting the proposed subdivision, where and as determined by and to the satisfaction of the Commissioner of Works and Operations.

7. a) The Developer shall, at no expense to the City, erect a 2 m in height uniform ornamental fence along the rear of all residential zoned land within the proposed subdivision adjacent to Brady Road. Construction, material and location of the fence shall be as determined by and to the satisfaction of the Commissioner of Planning and Community Services. The fence shall be erected prior to occupancy of the first house within the proposed subdivision.

   b) That caveats be registered against the titles of those properties backing on Brady Road, within the proposed subdivision requiring the owner to maintain repair and/or replace the required fences as originally constructed as determined by and to the satisfaction of the Commissioner of Planning and Community Services.

Schedule "B" referred to in Clause 8 of the Report of the Committee on Planning and Community Services dated January 10, 1997 (continued)

8. The Developer shall have an obligation to pay to the City its share of the cost of land drainage sewers, portland cement concrete pavement, boulevard sodding, concrete sidewalk, and ornamental street lighting in Brady Road which services are to be installed in the future by the City.

   In lieu of the aforementioned payment the Developer shall, at no expense to the City, construct or install in Brady Road an asphalt pavement and an asphalt surface treatment on a rural cross section embankment, boulevard and ditch landscaping, street lighting, and land drainage sewers as required, all as determined by and to the satisfaction of the Commissioner of Works and Operations. The value of the works to be constructed by the Developer shall be equal to its share of the cost of services to be installed in the future by the City in Brady Road. This cost share amount shall be determined by the Commissioner of Works and Operations on the basis of the City's relevant local improvement rates in effect during the year in which the works to be constructed by the Developer are installed.

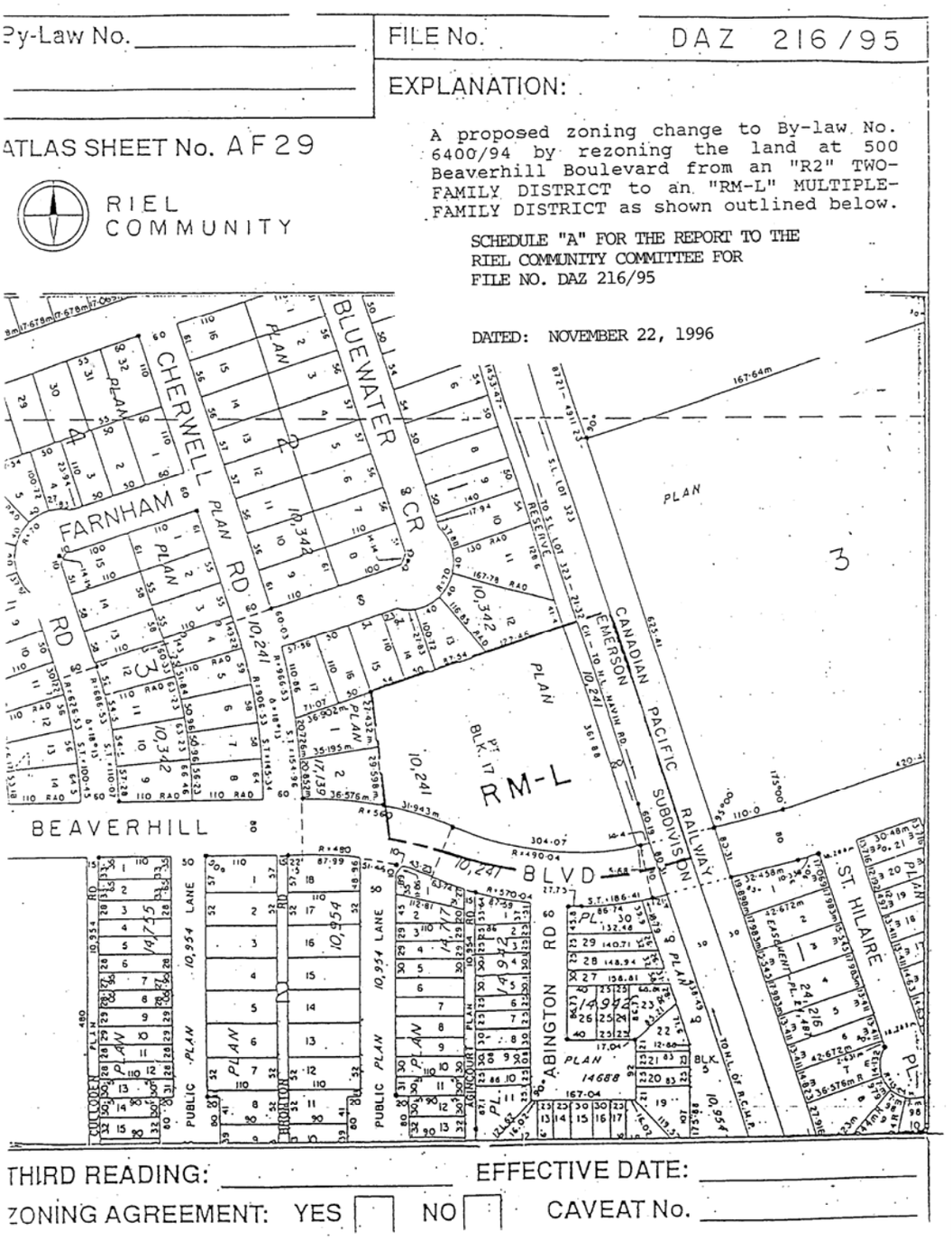
9. The Developer shall, at no expense to the City, provide underground electrical and telephone services to serve the proposed subdivision and will pay the full cost to convert any existing overhead services abutting the proposed subdivision to underground.

10. The Developer shall, at no expense to the City, cause ornamental street lighting to be installed in all streets abutting the proposed subdivision.

11. The Developer shall ensure that construction traffic shall use access routes designated by the Commissioner of Works and Operations. The Developer shall be responsible to maintain the access routes in a clean, dust free, and safe condition, free of dropped and tracked-on mud, and shall undertake regular scraping and sweeping of paved roads, grading and re-gravelling and dust treating of gravel roads, and restoration of gravel roads until building construction, including landscaping, is complete all as determined by and to the satisfaction of the Commissioner of Works and Operations.

12. The Developer shall be responsible to control and to initiate cleanup of the litter and refuse from the contractors and builders for this development, both on-site and off-site, during the installation of services and construction of buildings, until substantial completion of all construction. The cleanup of litter and refuse shall be done on a regular basis as determined by the Commissioner of Works and Operations. This shall include initiating action and assuming any costs in remedying the situation to the satisfaction of the Commissioner of Works and Operations.

332 - Schedule “A” referred to in Clause 9 of the Report of the Committee on Planning and Community Services dated January 10, 1997



333 - Schedule "A" referred to in Clause 10 of the Report of the Committee on Planning and Community Services dated January 10, 1997

November 25, 1996 AG 209/96

REPORT OF THE ADMINISTRATIVE COORDINATING GROUP

TO THE CHAIRPERSON AND MEMBERS OF THE
RIEL COMMUNITY COMMITTEE

RE: Proposed rezoning of land located on the west side of St. Anne's Road between Bishop Grandin Boulevard and Beliveau Road - DAZ 209/96

Representatives of Home Depot have advised your administration that Councillor Golden had a meeting with the area residents and the Developer and that a proposal for access to the site was agreed upon. Home Depot advised that the proposal is that the eastbound left turn storage lane will be put on hold until it is determined if it is required and that the median opening to the Knights of Columbus Seniors' Complex will be left open for the initial stages of operation of the proposed northbound left turn lane at St. Anne's Road and Lavalée Road. Home Depot also advised that they are pursuing the matter of establishing a private approach on the south side of Bishop Grandin Boulevard to serve the proposed development.

Home Depot also put forward a proposal that they will be responsible for the cost of initially widening St. Anne's Road south of Rose Avenue, both legally and physically, but that the City should fully reimburse Home Depot for these items. It is their contention that it has been the City's plan for years to widen St. Anne's Road south of Rose Avenue.

The Administration opposes any changes to the recommendations contained in the Administrative Coordinating Group's Report dated May 6, 1996, which now forms part of Council's approval for the Home Depot development for the following reasons:

1. Left-turn storage lane on Bishop Grandin Boulevard

   1) The second eastbound left-turn storage lane on Bishop Grandin Boulevard at St. Anne's Road was recommended by Home Depot's consultant in the Traffic Impact Study carried out for the proposed development in May 1996. The Streets and Transportation Department supports this recommendation.

   2) A right-in/right-out access off Bishop Grandin Boulevard would have no impact on the need for the second eastbound left-turn storage lane on Bishop Grandin Boulevard at St. Anne's Road.

   3) The existing single left-turn lane accommodates existing traffic and the recommended second left-turn lane is to accommodate the additional traffic generated by the proposed Home Depot.

   4) A right-in/right-out off of Bishop Grandin Boulevard to serve the proposed Home Depot would have no impact on increased traffic as a result of the development on St. Anne's Road, to the north of the proposed access point at Lavalée Road and would not result in any change in the recommended improvements, on St. Anne's Road required as a result of the development.

   5) The Streets and Transportation Department strongly recommends against any access to the proposed Home Depot to/from Bishop Grandin Boulevard and has prepared a report to the Committee on Works and Operations dated November 21, 1996, on this issue which will be considered by the Committee at its regular meeting on December 3, 1996.

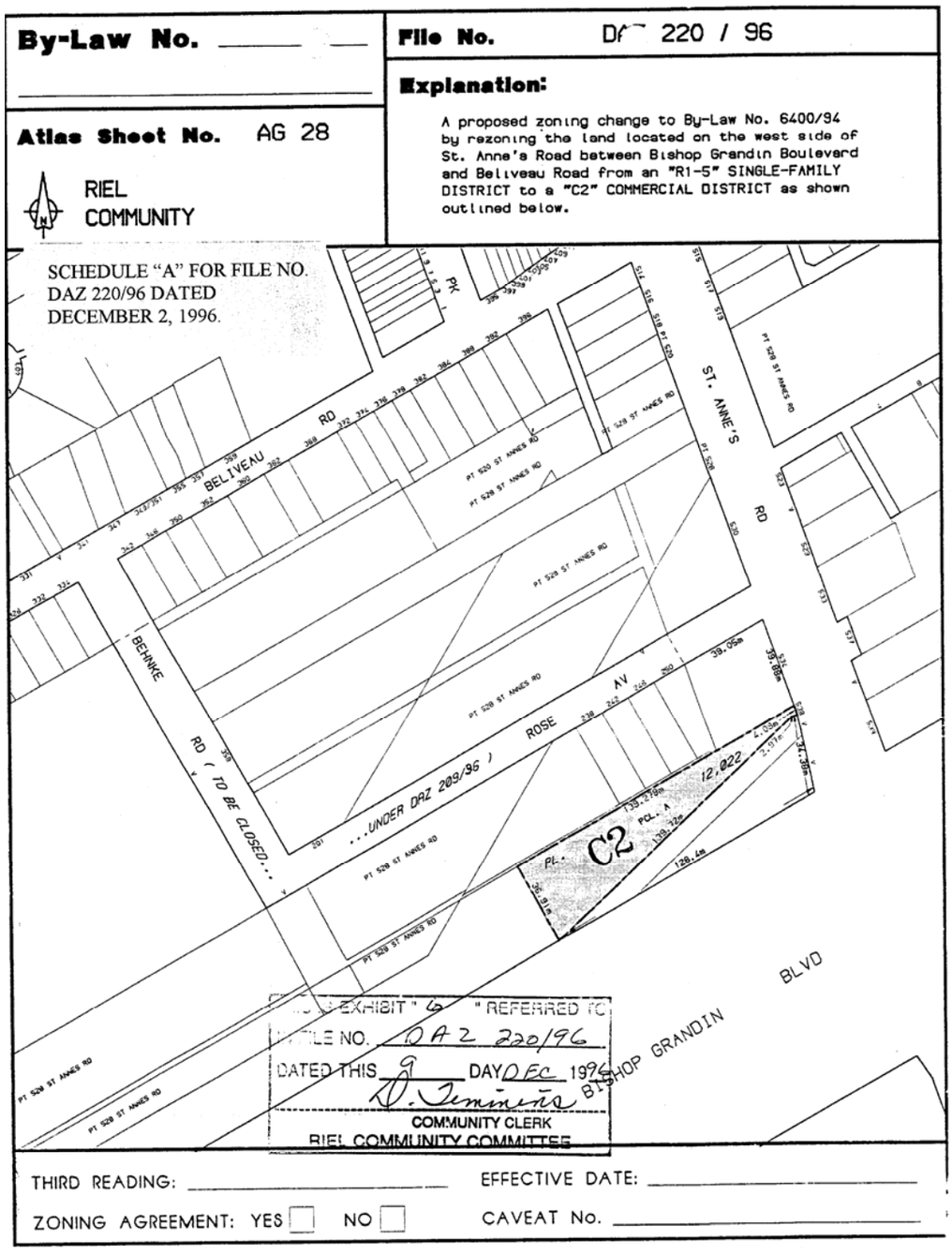
Schedule "A" referred to in Clause 10 of the Report of the Committee on Planning and Community Services dated January 10, 1997 (continued)

2. Widening St. Anne's Road south of Rose Avenue

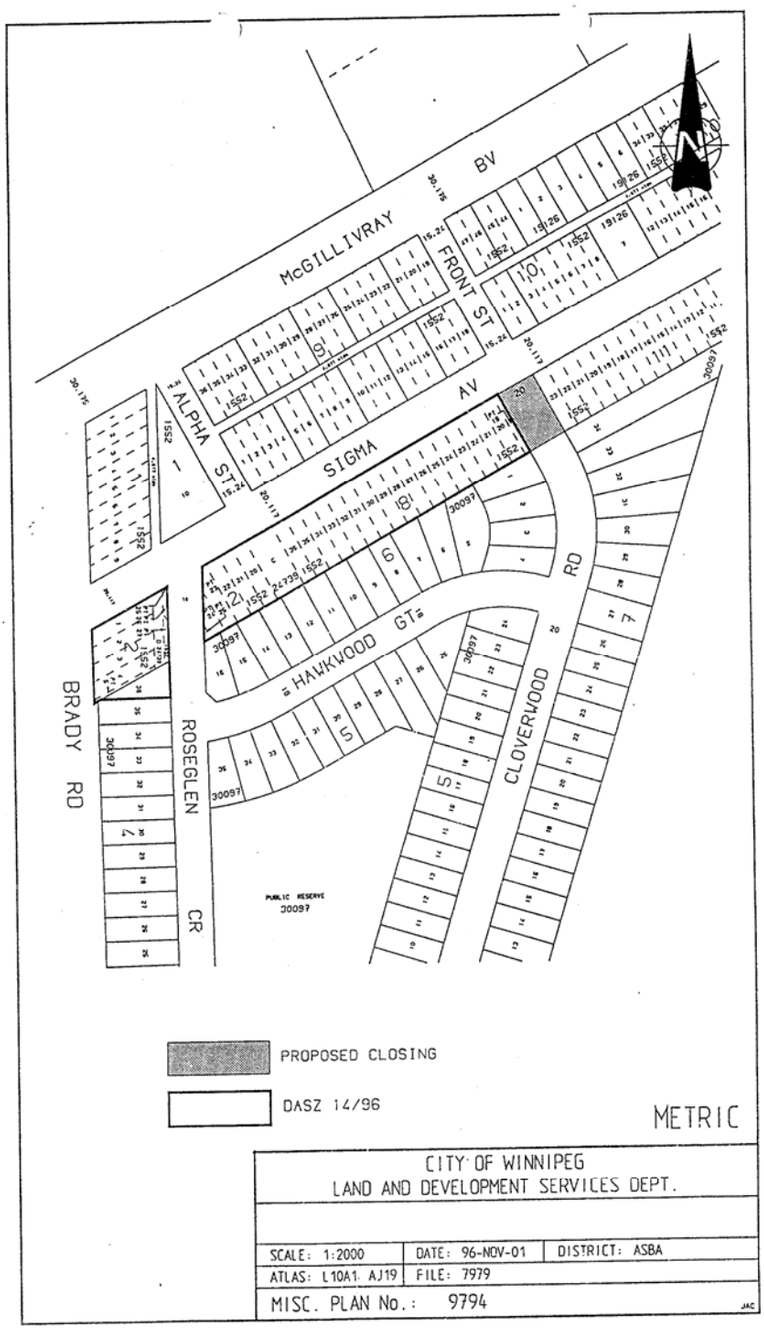
The widening of St. Anne's Road south of Rose Avenue is required at this time to allow traffic leaving the Home Depot site to merge and/or weave with southbound through and right turning traffic on St. Anne's Road approaching Bishop Grandin Boulevard. The City's plan for widening St. Anne's Road south of Rose Avenue is a long term plan directly related to the implementation of a grade separated interchange at the intersection of St. Anne's Road and Bishop Grandin Boulevard. As the widening is required at this time to accommodate the Home Depot Development the Department does not support Mr. Pearson's approval.

With respect to the median opening to the Knights of Columbus Seniors' Complex your Committee is advised that the closure of the median opening to the Knights of Columbus Seniors' Complex was recommended by Home Depot's consultant in the Traffic Impact Study carried out for the proposed development in May 1996. The Streets and Transportation Department supports this recommendation as allowing the median opening to remain will result in left-turning vehicles at the opening blocking both southbound through traffic as well as northbound left-turning traffic destined to the Home Depot site. The closure of this median opening is critical to the safe and efficient operation of St. Anne's Road in this area after the development is in operation. The median opening presently accommodates very small traffic volumes. Alternative left-turn access to the Seniors' Complex is available and is not unlike access available to other similar sites.

334 - Schedule "A" referred to in Clause 11 of the Report of the Committee on Planning and Community Services dated January 10, 1997



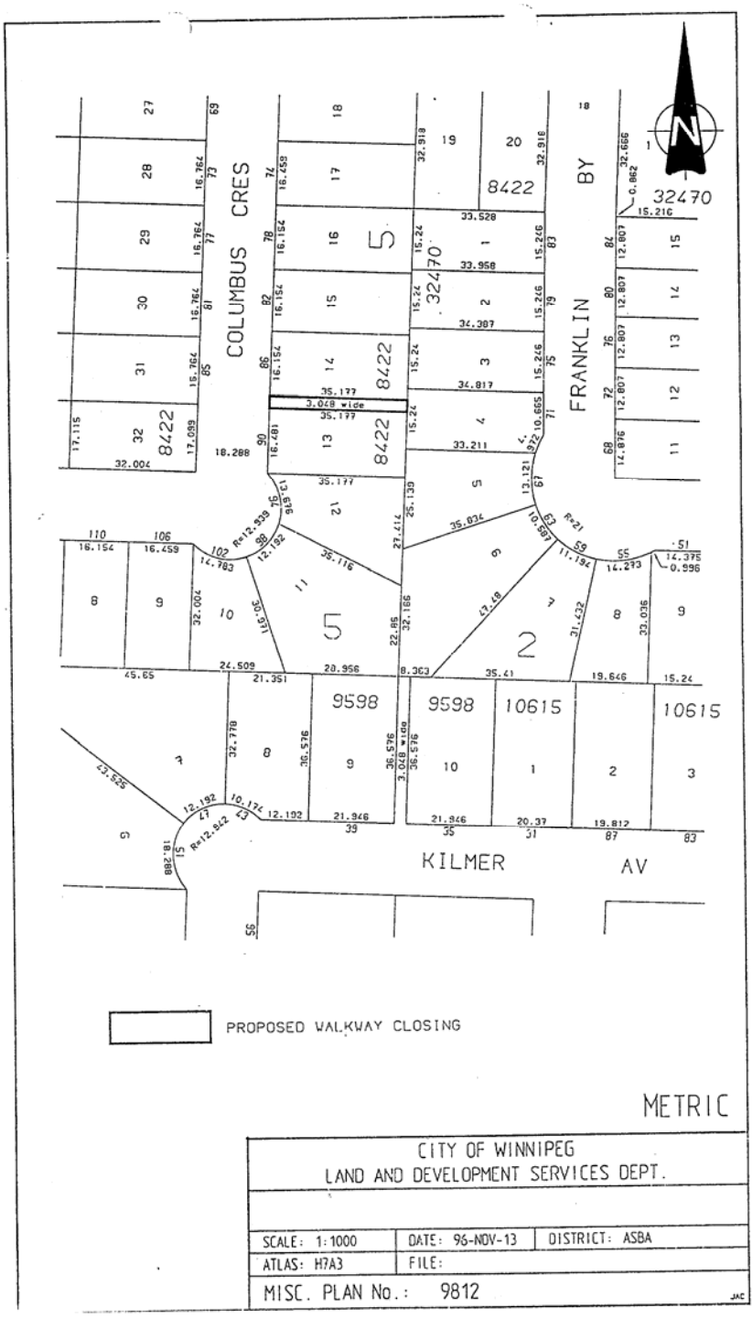
335 - Schedule "A" referred to in Clause 15 of the Report of the Committee on Planning and Community Services dated January 10, 1997



SCHEDULE "A" FOR THE REPORT TO
THE ASSINIBOIA COMMUNITY
COMMITTEE FOR FILE NO. DAC 15/96

DATED: NOVEMBER 25, 1996

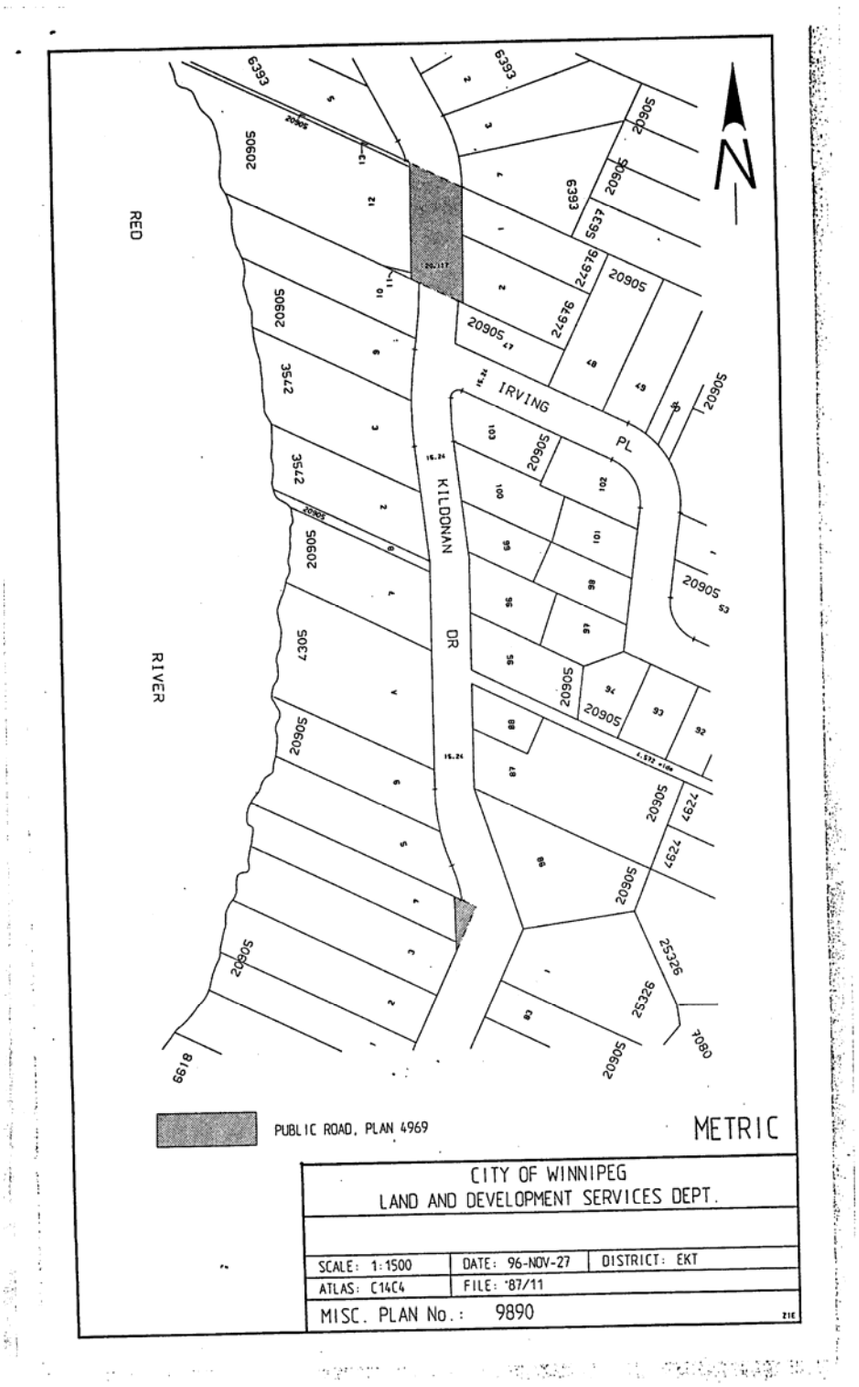
336 - Schedule "A" referred to in Clause 16 of the Report of the Committee on Planning and Community Services dated January 10, 1997



SCHEDULE "A" FOR THE REPORT TO THE ASSINIBOIA COMMUNITY COMMITTEE FOR FILE NO. DAC 16/96

DATED: NOVEMBER 25, 1996

337 - Schedule "A" referred to in Clause 17 of the Report of the Committee on Planning and Community Services dated January 10, 1997



338 - Schedule "A" referred to in Clause 19 of the Report of the Committee on Planning and Community Services dated January 10, 1997

Box 16, Group 17, RR2

2

- **Permit minimum lot sizes of 2 acres.** "Minimum lot sizes may range from 5 acres to 2 acres; however, the overall density shall not be less than 1 lot per 5 acres" (Section 3.1.7.3.d]ii] By-law 96-27). However, no specific mechanism for assuring a 5 acre overall density is noted in the By-law. Furthermore, a minimum density of 5 acres per lot is unacceptably small in most of the municipality.

- **"Promote the creation of an internal road system** so as to more effectively utilize non-agricultural lands within the interior of sections which have only experienced peripheral residential development" (Section 3.1.7.3.d]iv] By-law 96-27). Drainage in the area is designed for agricultural, not residential usage. "In the opinion of the Conservation District we are already beyond maximum capacity for residential development" (August 1993, Cooks Creek Conservation District). That is, additional infrastructure will need to be built and maintained in order to develop much of this land.

Recent comments by the Reeve of the R.M. of Springfield, Jack Nicol, during public hearings on December 17, 1996 regarding the said bylaw raise additional concerns:

- **The priority areas for development will promote sub-urban and ex-urban sprawl.** According to the Reeve, the priority areas slated for development are Prairie Grove (immediately adjacent to the City of Winnipeg), Anola, and the areas around Oak Bank and/or the area just east of Birds Hill Park; all of which are within commuting distance of Winnipeg. Although these areas are not specifically named in By-law 96-27, they are council's long-standing priority areas for development. The By-law states "Council shall endeavour to establish rural residential lots in at least three different areas of Springfield; thereby providing a choice of lots varying in locale, aesthetics and price range" (3.1.7.5a] By-law 96-27). During the public meeting of December 17, 1996 Reeve Jack Nicol asked that residents trust council to limit development to the above-stated areas. However, the By-law applies equally to all areas of the Municipality and in no way limits development to any area or areas.

- **Springfield Council has no intention to create an updated and comprehensive development plan.** In spite of the stated intention of By-law 96-27 to develop a comprehensive development plan (Section 2.b]), Reeve Nicol publicly denied that council has any plan to develop an updated comprehensive development plan. By-law 96-27 is an attempt by the R.M. Council to take more control over development because it has not succeed in receiving support from the Province of Manitoba for its previous attempts at renewed development plans.

Schedule "A" referred to in Clause 19 of the Report of the Committee on Planning and Community Services dated January 10, 1997 (continued)

How do you intend to address the adverse affects of this legislation on the quality of life in the Municipality of Springfield and the City of Winnipeg? Because this government has denied approval of the Municipality's previous inadequate development proposals, how does your government intend to deal with this attempt to change the current development plan without addressing the fundamental need for a comprehensive and current development plan? How does you intend to mitigate the effects of ex-urban sprawl caused by this legislation?

Sincerely,

Mark Rabnett

Horst Backé

Hans Backé

Anna Backé

CC: Jack Reimer, Minister of Urban Affairs
Tom Yauk, Commissioner, City of Winnipeg
Others

Schedule "A" referred to in Clause 19 of the Report of the Committee on Planning and Community Services dated January 10, 1997 (continued)

POINT SHEET

BY-LAW 96-27:

RAISES CONCERNS ABOUT:

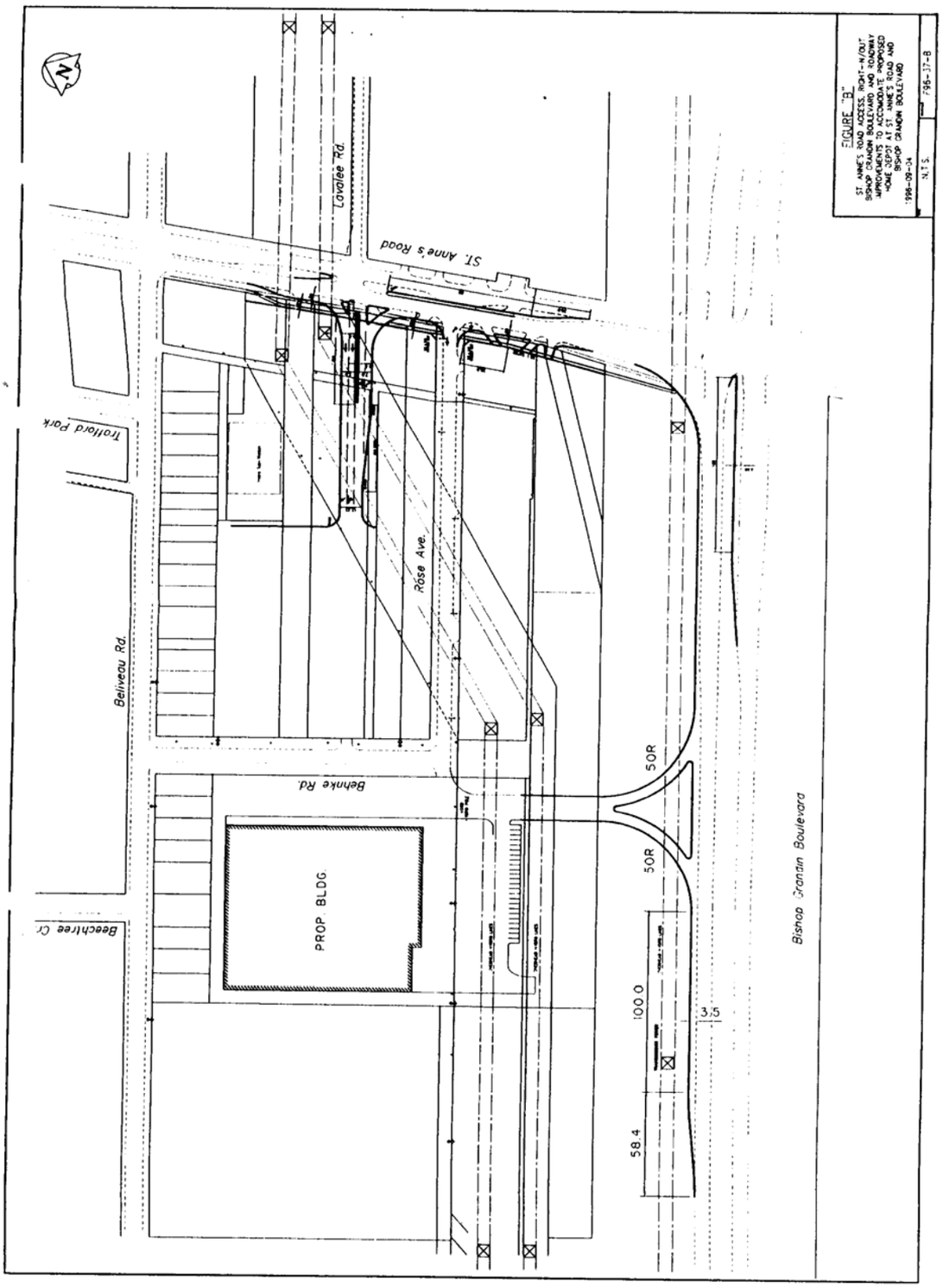
- TAXES going up.
- Property values going down.
- Qualities of what draws people out here will be gone....as the city moves to the country.
- The demand of a HIGHER population and development density increasing: sewage, electrical load, school enrollment, drainage capacities, traffic.
- Ad hoc development errors being made that may not be correctable.
- Lack of effective and proper notice given to all residents of Springfield making them aware of Councils intentions.

IS A THREAT TO:

- RURAL QUALITY OF LIFE ....AS WE KNOW IT NOW
- PERSONAL SECURITY AND SAFETY
- WILDLIFE
- WATER QUALITY AND QUANTITY
- AGRICULTURAL FRAGMENTATION
- HORSE INDUSTRY.....2ND DENSEST HORSE AREA IN CANADA

- Is contrary to Provincial policies as they pertain to orderly sustainable cost effective land use.
- Contravenes the Capitol Regions Strategy By-Laws.
- Allows for and supports unregulated suburban sprawl development.
- Does not provide for consensus decision making.
- Is completely ambiguous and dubious.
- Gives the Municipal Council "carte blanche" to do as they wish.

339 - Appendix “B” referred to in Clause 10 of the Report of the Committee on Works and Operations dated January 9, 1997



340 - Exhibit "A" referred to in Clause 6 of the Report of the Committee on Finance and Administration dated January 6, 1997 adjourned to January 7, 1997

Jen-Den Investments Ltd. and Refund of Water and Sewer Maintenance Levies
File WW-2.3 (Vol. 10)

10. On June 23, 1993, properties owned by Jen-Den Investments Ltd. on Dugald Road and Inkster Boulevard were re-designed as Rural Policy Areas from their former designations as Neighbourhoods by an amendment to Plan Winnipeg. The amendment reduced the number of serviceable lots that can be created on each site. On this basis Jen-Den Investments Ltd. have requested that water and sewer maintenance levies be discontinued and a refund be made for maintenance levies already paid.

It should be noted that Jen-Den has been successful in getting local improvement charges for a watermain in Inkster Boulevard fronting their property deferred for an indefinite period of time on the basis of this same Plan Winnipeg Policy redesignation. It should also be noted that Council's Deferment Policy states there shall be no deferments of district levies, water or sewer maintenance frontage levies, boulevards, ornamental lights, granular surface roads or sidewalks.

The relevant By-law giving the City authority to impose the frontage levies is By-law No. 549/73 which was adopted by Council on December 19, 1973. This By-law gives authority to "impose and fix yearly a frontage rate on sewers and watermains and to provide for the collection thereof." Clause 2.3 states;

> *2.3 The rates **may** be imposed irrespective of whether the real property is vacant or is not connected with the sewers or watermains or does not use or receive services from such waterworks;*

The Commissioner of Works and Operations is the "Designated Officer" to exercise authority of By-law No. 549/73.

> *1.1 "Designated Officer" means the Commissioner of Works and Operations or such other person as may be authorized in writing by the said Commissioner to exercise some or all of the powers vested in him by this By-law.*
>
> *2.1 The Designated Officer shall ascertain and determine the streets and lanes upon which front or abut the real properties to be affected by said frontage rates.*

Plan Winnipeg, Toward 2010:

Plan Winnipeg, Toward 2010 (By-law No. 5915/92) was adopted by Council on June 23, 1993. In this plan the Jen-Den Investments Ltd. Properties described herein were redesignated as Rural Policy areas from their previous designations as Neighbourhood Policy areas.

The Policy affecting development in a Rural Policy area reads as follows:

> ***5A-24 Restrict Redesignation of Rural Land***
> *The City shall redesignate land from a "Rural" Policy Area designation to a "Neighbourhood" or Industrial" Policy Area designation only where there is a demonstrated need for additional land to satisfy projected demand in Winnipeg and where a full range of municipal services can be provided in an environmentally sound, economical, and efficient manner.*

The effect of the redesignation was to reduce the number of serviceable lots that could be created.

Jen-Den Investments Ltd. Properties

Dugald Road Property Pt 126, Plan 433:

> *This is a vacant parcel of land on the south west corner of Dugald Road and Bates Avenue. Mr. Schultz has been paying water and sewer maintenance levies for this property since 1981.*

Exhibit "A" referred to in Clause 6 of the Report of the Committee on Finance and Administration dated January 6, 1997 adjourned to January 7, 1997 (continued)

Prior to June 23, 1993, the land (approximately 16.93 acres) was designated as a Large lot Residential Development Area. Residential Development on minimum 4 acres (1.6 ha) size lots was permitted. The applicant could have serviced and developed four building lots subject to a successful subdivision application. With the Plan Winnipeg Rural Policy designation the applicant can now only service and develop the site as one lot.

Inkster Boulevard Property Lots 2 and 3, Plan 962:

These are two vacant parcels of land on the north side of Inkster Boulevard between Brookside Boulevard and King Edward Street. Mr. Schultz has been paying water maintenance levies for these properties since 1991.

Prior to June 23, 1993, these lands were designated Suburban Residential. The applicant could have serviced and developed a number of smaller residential lots subject to successful subdivision and rezoning of the property. With the current Plan Winnipeg Rural Policy designation the applicant can now only service and develop each site as one lot.

Jen-Den Investments Ltd. have requested a total refund of $14,441.82.

It was the recommendation of the administration that Jen-Den Investments Ltd. request be denied and that water and sewer maintenance levies continue to be applied to these properties.

The Committee on Finance and Administration does not concur in the administrative recommendation and recommends:

I. That a grant in the amount of $4,588.29 be approved to Jen-Den Investments Ltd. for sewer and water maintenance local improvement charges assessed since 1993 for property located on the south-west corner of Dugald Road and Bates Avenue only.

II. That the Proper Officers of the City be authorized to do all things necessary to implement the foregoing, including the execution of any documents related thereto.

341 - Appendix "A" referred to in Clause 2 of the Report of the Committee on Finance and Administration dated January 21, 1997

ASSINIBOINE PARK PAVILION
Terms and Conditions
*Agreement between The City of Winnipeg (the **"City"**)*
*and Pavilion Museum Inc. (**"PMI"**)*

*PMI will undertake to raise sufficient funds to renovate and restore the pavilion, pergola courtyard and surrounding areas (the **"pavilion"**) including the construction of art galleries/museum and restaurant facilities and may include the construction of a band shell as a second phase of development as set out in PMI's initial proposal, the particulars of which would be settled by a further agreement. The restoration will be carried out in accordance with plans and specifications approved by the City's Director of Parks and Recreation (the **"Director"**). The exterior appearance of the pavilion building will not be substantially altered, however a glassed-in restaurant will be constructed over the existing pergola courtyard.*

PMI will enter into a project management agreement (in form satisfactory to the Director) which will provide for contracts with architects, contractors and others for the restoration and renovation of the pavilion and construction of the restaurant. The project will be granted to PMI on an awarded basis. PMI intends to complete construction for a July 1, 1997 (Canada Day) opening.

PMI will manage and operate the pavilion (including the galleries/museum and restaurant) for the benefit and use of the community at large, under a fifty (50) year agreement automatically renewable from year to year thereafter.

PMI will be an independent contractor fully responsible for all operating and day-to-day maintenance costs of the pavilion. PMI will renovate the structure and thereafter, the City will be responsible for structural repairs.

PMI shall be entitled to all revenues generated by the pavilion including revenues from the restaurant. While the restaurant is expected to generate revenues, the overall facility will be operated on a non-profit basis, with revenues supporting the gallery/museum and related projects.

PMI will provide liability insurance in an amount not less than $5,000,000.00. The City will provide insurance on the building and PMI will insure the leasehold improvements and contents (including art work). PMI will ensure that all sub-agreements contain similar insurance provisions.

Subject to the condition that the pavilion facilities shall always be available to the community at large, PMI will be solely responsible for the management and operation of the pavilion, including the galleries/museum and restaurant.

In the event that PMI fails to perform its covenants under the agreement, becomes bankrupt, makes an assignment for the benefit of its creditors or passes a resolution for the winding-up of PMI, then the agreement will come to an end and PMI will vacate the pavilion, without compensation.

All improvements made by PMI to the pavilion will vest in the City. The artwork however, will remain the property of PMI.

The galleries/museum in the pavilion will display the artwork of Walter Phillips, Ivan Eyer and Clarence Tillenious. No other works will be displayed in the galleries/museum.

Subject to the approval of the Director, which approval shall not be unreasonably withheld, customers of the restaurant will be permitted access through the park to the pavilion during the restaurant's regular business hours, notwithstanding that the restaurant's regular business hours may not correspond to the park's regular hours of operation.

PMI will operate the pavilion such that the pavilion facilities are exempt from property and school taxes, failing which PMI shall be solely responsible for all taxes.

The City will use its best efforts to provide parking in the vicinity of the pavilion at its existing lots for the exclusive use of visitors to the restaurant during the regular hours of operation of the restaurant.

The City shall provide snow removal service to the pavilion.

The City shall provide PMI with notice of any special event scheduled to be held within the vicinity of the pavilion.

The City shall have access and use of the pavilion at no charge, in accordance with any events which do not interfere with PMI's operation of the pavilion.

PMI will maintain books and records which may be audited by the City upon the request.

Appendix "B" referred to in Clause 2 of the Report of the Committee on Finance and Administration dated January 21, 1997

ASSINIBOINE PARK PAVILION

Terms and Conditions
*Agreement between The City of Winnipeg (the **"City"**)*
*and Pavilion Museum Inc. (**"PMI"**)*

Recommended changes:

1) That Clause 4.01 (j) be amended to provide that the Facility will be open a minimum of 40 hours per week with the general public having access to the main floor washroom.

2) As a result of the sinking fund proposal in No. 6, this particular clause can remain as originally written, however, if the sinking fund proposal is not acceptable there were alternative suggestions put forward by the Committee:

   a) The city is to be responsible for all structural repairs and maintenance of the Facility, provided that any expenditure request is submitted in accordance with the City's Budget Procedures (ie: no new Capital Projects in the first three years of a Capital Budget).

   b) That the Administration identify what structural items will be the responsibility of the City as well as those that will be the responsibility of the Manager.

   c) That the City assume responsibility of the structural maintenance after all work has been completed by the Manager to the satisfaction of the Director.

   d) That the structural maintenance agreement does not include any new construction or construction of the proposed solarium.

Lost due to a tie vote

3) That the fifth "Whereas" clause be amended to read, namely: -

   "That the work be done in two stages, being;

   a) stage 1 consisting of the renovations to the existing pavilion building at an aggregate cost of approximately $2,500,000.00; and

   b) stage 2 consisting of the construction of the new greenhouse style restaurant in the pergola area at a cost of approximately $1,500,000.00; and

   That before the project phases begin, financing of the proposed project be in place to the satisfaction of the Director of Corporate Finance."

Appendix "B" referred to in Clause 2 of the Report of the Committee on Finance and Administration dated January 21, 1997 (continued)

4) That the Committee on Finance and Administration is silent on the existing outside stage or grounds, pending the replacement of Schedule "A" on the revised form of the agreement, which subsequently will be forwarded to Council for its approval.

5) That clause 5.01 be amended to read, namely: -

"That all work on the proposed renovations be subject to architectural certification in accordance with the plans approved by The City of Winnipeg."

6) That clause 6.02 be amended to read, namely: -

"That the agreement reflect that 3% of the gross revenues of the trustee corporation be placed into a sinking fund designated to the maintenance of the structure. The Trustee must be able to establish a sinking fund within their mandate."

The Committee's rational:

- The existing facility provides a revenue stream to the City of Winnipeg; and
- These revenue funds could be used to offset any other extraordinary expenditures, such as the replacement of the pavilion roof; and
- The new proposal by the Pavilion Museum Inc., is not contemplating the revenue stream; and
- The agreement charges the City with maintaining the structure over a 50 year period.

7) That if the Director of Parks and Recreation deems it is necessary to install security gates, it shall be at the cost of the Pavilion Gallery. (See No. 14)

8) That if the City at some future time decides to charge entry into the park, that patrons of the facility not be exempt from any such charges or relevant by-law amendments.

9) That clause 8.07 (a) be amended to read, namely: -

"That the Manager shall, at its sole cost and expense, be responsible for snow removal and clearing of all entrance ways and stairs leading to the Facility and that the City be responsible for snow removal in the parking lot and the roadway system."

10) That clause 8.07 (b) be amended to read, namely: -

"That the City shall, at its sole cost and expense, be responsible for providing adequate sanitary/wastewater sewer services and water services only to the Facility sufficient for the proper and efficient operation of the Facility."

11) That clause 16.01 be amended to read, namely: -

"Any Contracts, Leases or Agreements relating to the operation of the facility be subject to the approval of the Director of Parks and Recreation."

Appendix "B" referred to in Clause 2 of the Report of the Committee on Finance and Administration dated January 21, 1997 (continued)

12) That clause 9.01 and 9.03 be amended to read, namely: -

"Pavilion Gallery shall provide to the City copies of the Pavilion Gallery's audited financial statements."

13) Definitions are to be added at the beginning of the Management Agreement, as per direction from the Legal Services Branch.

14) That security in the park in excess of what is currently provided shall be at the cost of the Pavilion Gallery, provided that the requirement for such security arises out of Pavilion Gallery's operations. (See No. 7)

15) Pavilion Gallery requires the right to have restaurant seating on the patio area adjacent to its restaurant - revenues will be dealt with under the agreement between Pavilion Gallery and the restaurant operator.

16) That the Committee on Finance and Administration agreed the agreement would be silent on the issue of parking.

17) That clause 7.03 be amended, namely: -

"The City shall pay insurance on the base structure and that the Manager be responsible to pay the deductible and all contents which are covered by the tenant."

Lost due to a tie vote

That the Committee on Finance and Administration include the following as additional recommendations to the Management Agreement, namely:-

1. That clause 4.01 (q) be added, namely: -

"That any use or access to any part of Assiniboine Park adjacent to the Facility is subject to approval of the Director."

2. That clause 5.02 be adjusted to reflect the new construction period.