Agenda – Executive Policy Committee – April 20, 2016

Report – Standing Policy Committee on Property and Development, Heritage and Downtown Development – April 12, 2016

Item No. 9 Lease Agreement – 1885 Chancellor Drive (South Winnipeg – St. Norbert Ward)

STANDING COMMITTEE RECOMMENDATION:

On April 12, 2016, the Standing Policy Committee on Property and Development, Heritage and Downtown Development concurred in the recommendation of the Winnipeg Public Service and submitted the following to Council:

1. That the proposed terms and conditions attached as Schedule "A" for a Lease Agreement in favour of Waverley Heights Child Care Inc. (WHCC), for the purpose of operating a day care centre at 1885 Chancellor Drive, shown and identified as "Leased Areas - South Winnipeg Community Centre (SWCC) – Waverley Site" on the attached Misc. Plan Nos. 5806/7 and 5806/8 be approved.

2. That the City enters into a Lease Agreement and such other agreements as determined necessary by the City Solicitor/Director of Legal Services to implement the intent of the foregoing.

3. That, for the time period equivalent to the term of the lease, for this and any subsequent lease agreements entered into for the premises shown as "Leased Areas" on Schedule A attached hereto, a monthly operating grant to the South Winnipeg Community Centre (SWCC) Board be approved in an amount equivalent to the monthly "operating cost" collected subject to Recommendation 4 hereof.

4. That the City enter into a grant agreement with the SWCC that sets out the Terms and Conditions of the grant, to be provided by the City pursuant to Recommendation 3 hereof including the authority for the SWCC to act as "Agent" for the City in the collection and retention of the lease operating costs that form the subject matter of the grant, and such other terms and conditions deemed necessary by the City Solicitor/Director of Legal Services to protect the interests of the City.

5. That the Director of Planning, Property and Development be authorized to negotiate and approve the final Terms and Conditions of the lease agreement and grant agreement and such other agreements as determined necessary by the City Solicitor/Director of Legal Services, in accordance with the Terms and Conditions set forth in Schedule A and such other Terms and Conditions deemed necessary by the City Solicitor/Director of Legal Services to protect the interests of the City.

6. That the Proper Officers of the City be authorized to do all things necessary to implement the intent of the foregoing.

Agenda – Executive Policy Committee – April 20, 2016

Report – Standing Policy Committee on Property and Development, Heritage and Downtown Development – April 12, 2016

DECISION MAKING HISTORY:

STANDING COMMITTEE RECOMMENDATION:

On April 12, 2016, the Standing Policy Committee on Property and Development, Heritage and Downtown Development concurred in the recommendation of the Winnipeg Public Service and submitted the matter to the Executive Policy Committee and Council.

ADMINISTRATIVE REPORT

Title: Lease Agreement to Allow for the Use of a Portion of City-Owned Property at 1885 Chancellor Drive for the purpose of a Day Care Centre

Critical Path: Standing Policy Committee on Property and Development, Heritage and Downtown Development - Executive Policy Committee - Council

AUTHORIZATION

Author	Department Head	CFO	CAO/COO
B. Erickson	J. Kiernan	M. Ruta	M. Jack COO

RECOMMENDATIONS

1. That the proposed terms and conditions attached as Schedule "A" for a Lease Agreement in favour of Waverley Heights Child Care Inc. (WHCC), for the purpose of operating a day care centre at 1885 Chancellor Drive, shown and identified as "Leased Areas - South Winnipeg Community Centre (SWCC) – Waverley Site" on the attached Misc. Plan Nos. 5806/7 and 5806/8 be approved.

2. That the City enters into a Lease Agreement and such other agreements as determined necessary by the City Solicitor/Director of Legal Services to implement the intent of the foregoing.

3. That, for the time period equivalent to the term of the lease, for this and any subsequent lease agreements entered into for the premises shown as "Leased Areas" on Schedule A attached hereto, a monthly operating grant to the South Winnipeg Community Centre (SWCC) Board be approved in an amount equivalent to the monthly "operating cost" collected subject to Recommendation 4 hereof.

4. That the City enter into a grant agreement with the SWCC that sets out the Terms and Conditions of the grant, to be provided by the City pursuant to Recommendation 3 hereof including the authority for the SWCC to act as "Agent" for the City in the collection and retention of the lease operating costs that form the subject matter of the grant, and such other terms and conditions deemed necessary by the City Solicitor/Director of Legal Services to protect the interests of the City.

5. That the Director of Planning, Property and Development be authorized to negotiate and approve the final Terms and Conditions of the lease agreement and grant agreement and such other agreements as determined necessary by the City Solicitor/Director of Legal Services, in accordance with the Terms and Conditions set forth in Schedule A and such other Terms and Conditions deemed necessary by the City Solicitor/Director of Legal Services to protect the interests of the City.

6. That the Proper Officers of the City be authorized to do all things necessary to implement the intent of the foregoing.

REASON FOR THE REPORT

In accordance with the Council Order of July 18, 1979, the Standing Policy Committee on Property and Development (now the Standing Policy Committee on Property and Development, Heritage and Downtown Development) shall authorize the leasing or rental of City property for which the Director of Planning, Property and Development has no authority.

In this regard, the Planning, Property, and Development Department has negotiated the proposed Terms and Conditions of a Lease Agreement as set out in attached Schedule A in favour of the WHCCfor the use of a portion of City-owned property at 1885 Chancellor Drive and identified as "Leased Areas - South Winnipeg Community Centre (SWCC) – Waverley Site" on the attached Misc. Plan Nos. 5806/7 and 5806/8.

Council approval is required for all Grant Agreements.

EXECUTIVE SUMMARY

Request for a Lease Agreement for the purpose of operating a Day Care Centre at City-owned property located at 1885 Chancellor Drive, as specified in the History section of this report.

IMPLICATIONS OF THE RECOMMENDATIONS

- The Department has determined that there is no general, policy, regulatory, environmental or human resource implications to entering into a Lease Agreement as set in the attached Terms and Conditions.

- The proposed Lease is for an initial term of five years with an extension option of five years.

- WHCC will be responsible for proportionate costs associated with the operation and maintenance of the subject property.

HISTORY

At its meeting held on December 15, 1999, Council approved a Lease Agreement with the WHCC for the use of a portion of the SWCC, located at 1885 Chancellor Drive.

WHCC is an incorporated non-profit organization with a license to provide care for 80 children between the ages of 2 to 12 years old. The Centre provides activities which are compatible with the City's needs and is considered to be a tenant in good standing.

A request was received from the Centre to enter into a new agreement for the use of a portion of City-owned property shown as "Leased Areas - South Winnipeg Community Centre (SWCC) – Waverley Site" on the attached Misc. Plan Nos. 5806/7 and 5806/8, for the purpose of operating a daycare facility.

The application was circulated to applicable City departments and public utilities for consideration and comments. All comments and concerns have been incorporated into the signed terms and conditions. The Department has assessed the WHCC's proposal in association with the criteria to receive a Non-Monetary Grant (please see Schedules B and C, attached, for more information).

The Risk Management Division of Corporate Finance reviewed the insurance requirements for this proposed lease and their comments have been incorporated into the terms and conditions.

The Planning, Property and Development Department have negotiated proposed Terms and Conditions of a Lease Agreement in favour of Waverley Heights Child Care Inc.

The operating cost rate is determined by calculating the total eligible operating costs per year for the building and dividing by the total square footage of the building to obtain an operating cost per square foot rate. The cost is also adjusted to reflect sewer and water use and caretaking time used by the daycare. The areas that are used on an exclusive basis will be calculated on the rate based on the direct operating cost per square foot used. For the joint use areas, the operating cost per square foot is multiplied by the joint use area times the proportion of time used by the daycare.

This report seeks approval of the Proposed Lease Agreement as negotiated.

FINANCIAL IMPACT

Financial Impact Statement

Date: March 3, 2016

Project Name:

Proposed Lease Agreement to Allow for the Use of a Portion of City-Owned Property at 1885 Chancellor Drive for the purpose of a Day Care Centre

First Year of Program **2016**

	2016	2017	2018	2019	2020
Capital					
Capital Expenditures Required	$ -	$ -	$ -	$ -	$ -
Less: Existing Budgeted Costs	-	-	-	-	-
Additional Capital Budget Required	$ -	$ -	$ -	$ -	$ -
Funding Sources:					
Debt - Internal	$ -	$ -	$ -	$ -	$ -
Debt - External	-	-	-	-	-
Grants (Enter Description Here)	-	-	-	-	-
Reserves, Equity, Surplus	-	-	-	-	-
Other - Enter Description Here	-	-	-	-	-
Total Funding	$ -	$ -	$ -	$ -	$ -
Total Additional Capital Budget Required	$ -				
Total Additional Debt Required	$ -				
Current Expenditures/Revenues					
Direct Costs	$ 33,880	$ 33,880	$ 33,880	$ 33,880	$ 8,470
Less: Incremental Revenue/Recovery	251	251	251	251	251
Net Cost/(Benefit)	$ 33,629	$ 33,629	$ 33,629	$ 33,629	$ 8,219
Less: Existing Budget Amounts	33,629	33,629	33,629	33,629	8,219
Net Budget Adjustment Required	$ -	$ -	$ -	$ -	$ -

Additional Comments: Direct costs represent grants to the South Winnipeg Community Centre equivalent to the WHCC proportionate share of operating expenses while revenues represent the nominal rent of $1/annum + an administration fee of $250/annum charged to the WHCC. The WHCC's proportionate share of realty taxes is not material and has been excluded from this analysis.

"Original signed by"
Mike McGinn, CPA, CA
Manager of Finance

CONSULTATION

In preparing this report there was consultation with:

Legal Services Department (as to legal issues)
Risk Management, Corporate Finance
Community Services Department
South Winnipeg Community Centre Board

OURWINNIPEG POLICY ALIGNMENT

Section 01-1 City Building – Create Complete Communities: Provide and Support Daily Necessities of Life by Providing Options for Accessing Services, Amenities, Schools, and Day Care Centres.

SUBMITTED BY

Department:	Planning, Property and Development
Division:	Municipal Accommodations
Prepared by:	Charles Osondu, Real Estate Officer
Date:	March 17, 2016
File No.:	MA 2016-022

O:\Reports Directive\Municipal Accommodations\Leases\2016\MA2016-022 - Proposed Lease Agreement to Allow Use of Portion of City-Owned Property at 1885 Chancellor Drive for purpose of a Day Care Centre.docx

SCHEDULE A
PROPOSED TERMS AND CONDITIONS
WAVERLEY HEIGHTS CHILD CARE INC.

Owner:	1. The City of Winnipeg (the "City")
Tenant:	2. Waverley Heights Child Care Inc. ("the Tenant")
Location:	3. 1885 Chancellor Drive commonly known as the "South Winnipeg Community Centre: Waverley Site".
Leased Area:	4. A portion of 1885 Chancellor Drive shown and identified on the attached Misc. Plan Nos. 5806/7 and 5806/8 as follows: a) The City's exclusive use area shown and identified as "SWCC USE SPACE: 5,804 sq. ft." b) The Day Care exclusive use area shown and identified as "EXCLUSIVE USE SPACE: 1785 sq. ft." c) The joint use area as shown and identified as "JOINT USE SPACE: 4756 sq. ft." ("Joint Use Area") d) The Outdoor Play area as identified on Misc. Plan 5806/8.
Primary Use:	5. The City to permit the South Winnipeg Community Club to use Leased Area "a" and "c" for the purpose of operating a community club. 6. The Tenant to use Leased Areas "b", "c", and "d" above ("Leased Areas") for the purpose of conducting the business of a Day Care Centre only and not for any other purpose except with the prior written consent of the City.
Term:	7. A five (5) year term, commencing on April 1, 2015 and ending March 31, 2020. The normal hours of operation shall be from 6:30 AM to 6:00 PM Monday through Friday inclusive of every week during the Term, except for the Daycare Centre exclusive area, for which there are no such time or day restrictions.
Rent:	8. $1.00 per annum plus GST payable yearly in advance.
Operating Cost:	9. Annual Fee of $33,879.60 plus GST payable in equal monthly payments of $2,823.30 plus GST with incremental increases of 1% per year up to and

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including year 5, commencing on April 1, 2016, and then in each year of the Term thereafter.

Admin Fee:

10. Annual Fee of $250.00 plus GST payable commencing on April 1, 2016 and the anniversary of the commencement date in each year of the Term thereafter.

Legal Fee:

11. A one-time Legal Services Administrative Fee in the amount of $4,350.00 payable prior to the commencement date and only payable in the event that the Lessee does not meet the criteria set out in the Non-Monetary Grant Policy details attached as Schedule "B"

Extension:

12. One (1) five (5) year option to extend on the same terms and conditions excepting the operating costs which shall be negotiated based on the proportionate share of the Eligible Operating Costs.

Taxes:

13. Tenant is responsible for its proportionate share of all realty taxes, municipal taxes, school taxes, local improvements, license fees, business tax, etc. of which may be charged in respect of the use and occupation of the Leased Areas.

Other Fees, Licenses, Taxes etc:

14. All other license fees, all development permits, business tax, levies, etc. which may be charged in respect of the use and occupation of the Leased Areas.

Insurance:

15. The Tenant shall provide and maintain the following insurance coverage at all times for the duration of the contract;

16. Commercial General Liability insurance including but not limited to protection for claims of bodily injury and property damage, personal and advertising injury liability and product and completed operations liability in the inclusive amount of at least five million dollars ($5,000,000.00) per occurrence with a minimum of five million dollars ($5,000,000.00) general aggregate. The City of Winnipeg shall be included as an additional insured. Such liability policy must also contain a cross-liability or severability of interest clause, contractual liability, employees as additional insured, Tenant's legal liability for a limit commensurate with the space occupied, and shall not contain any special limitations on the scope of coverage afforded the City, its officers, officials, employees, agents or volunteers;

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17. A broad form property insurance policy, for the full replacement cost insuring all contents, mobile equipment and tenant's improvements; Policy to include the City's interest as a Loss Payable, subject to Mortgage Clause;

18. If required, Automobile liability insurance for owned and non-owned automobiles used for or in connection with the Lease in the amount of at least two million ($2,000,000.00) to remain in place at all times during the full term of the Lease Agreement; such insurance may be met through the commercial general liability cover where applicable;

19. All property policies written on behalf of the Tenant shall contain a waiver of any subrogation right which the Tenant's insurers may have against the City and against those for whom the City is, in law, responsible, whether any such damage is caused by the act, omission or fault of the City by those for whom the City, is in law, responsible.

20. All polices shall be taken out with insurers licensed to and carrying on business in the Province of Manitoba;

21. Deductibles shall be entirely borne by the Lessee

22. The Tenant shall not cancel, or cause any such policy or policies to lapse without a minimum thirty (30) days prior written notice to the City of Winnipeg;

23. The Tenant shall provide written notice to the City of any material changes to their policies within thirty (30) days of the change taking effect;

24. The Tenant shall file with the City an annual Certificate of Insurance in a form satisfactory to the City Solicitor;

25. The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of the Lease and for any subsequent renewals thereof, provided that the City shall give the Tenant reasonable notice and shall request reasonable change

Cancellation:

26. 180 days written notice by either party;

27. Should the Tenant be in default of the proposed Terms and Conditions or of the Lease Agreement, the City shall provide the Tenant with 30 days' notice to remedy the default along with a description of the nature of the

Initials

default. Should the Tenant not remedy the default to the satisfaction of the City, the City at its sole discretion may terminate the Lease Agreement immediately upon the expiration of the 30 days.

Conditions:

28. The Tenant takes the Leased Areas on an "as is" basis.

29. The Tenant is responsible to pay for any renovations or upgrades required to meet existing or new building codes relative to maintaining a Daycare license in the Province of Manitoba.

30. The Tenant is to comply with all laws, by-laws and regulations of any federal, provincial or municipal or other applicable authority.

31. The Tenant is responsible for its proportionate share of eligible operating costs during the initial five (5) year term. The Operating Costs payable shall include but not limited to, (a) the cost of all utilities, including electricity, water and gas, consumed on the "Leased Areas"; (b) the cost of cleaning, maintaining and servicing the "Leased Areas", including field maintenance, snow removal, garbage and waste collection and disposal; and (c) the cost of policing and supervising the "Leased Areas" ("Eligible Operating Costs").

32. The operating cost for each subsequent twelve (12) month period during the "Renewal Term" shall be the sum of:

    a) The cost of providing fifteen (15) hours per week of caretaking duties, based on the average hourly caretaker rates as at April 1st of each twelve (12) month period of the "Renewal Period" for which the Operating Cost is payable, increased by the cost of regular employee benefits such as CPP, EI, and Vacation Pay and does not include ineligible costs; and

    b) Total Eligible Operating costs of the Exclusive Use Area, for the immediately preceding year ending March 31st, calculated in accordance with the following formula:

$$\frac{\text{Area of Exclusive Use Area}}{\text{Area of Building}} \times \text{Daycare's Proportionate Share}$$

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And

c) Daycare's proportionate share of Total Eligible Operating costs for the Joint Use Area, for the immediately preceding year ending March 31st, calculated in accordance with the following formula:

Area of Joint Use Area x Daycare's Proportionate Share
Area of Building

33. The Tenant shall have four (4) identified and designated parking stalls. All parking stalls with electric plug for each stall will be located at the front-"west side" of the Community Centre. All other staff and patrons will have access to "scramble" parking in the facility's parking lot.

34. The Tenant shall provide, if requested, a schedule of proposed activities, programs and events prior to April 1st of each year in the term for and subject to the approval of the Director of Property, Planning and Development ("Director").

35. The Tenant acknowledges and agrees that the City has made no representation, warranties or guarantees of any nature or kind whatsoever as to the quality, conditions or suitability of the Leased Areas for any use or purpose, nor as to any environmental conditions which may exit.

36. The Tenant shall indemnify and save the City harmless from and against any and all claims for damages or injuries, including death that may arise from the use of the Leased Areas by the Tenant. This provision shall survive any termination, cancellation or expiration of this Agreement.

37. The Tenant shall provide, on an annual basis on the anniversary of the lease, copies of all relevant inspections/reports/etc. (i.e. Audit/financial statements).

38. The Tenant shall be responsible for the evacuation of all volunteers, staff and invitees during an emergency.

39. The Tenant shall not place any non-sponsorship or commercial signage or advertising without prior written approval of the Director.

40. The Tenant shall not file any caveat, mortgage, or other encumbrance against the Centre without receiving the

Initials

approval of the Director.

41. All fees may be reviewed by the City at any time, and may be subject to change as directed by Council or its Delegated Authority.

Tenant Improvements:

42. The Tenant, after having first obtained the written approval of the Director, may at its sole cost, expense and effort, erect, in or upon the Leased Areas, such improvements, buildings or structures as may be required for the purposes of the Tenant. Such improvements, buildings or structures will be added using only contractors that are approved with the City. Title to all buildings and structures currently existing, as well as those hereafter erected, shall vest in the City upon termination, cancellation or expiration of the Lease, subject to the terms of the Lease and subject to the option of the City to demand removal of the buildings or structures from the Leased Areas at the termination, cancellation or expiration of the Lease. The Tenant shall, in case of every removal either during or at the end of the Term, repair and make good any damage caused to the Leased Areas by the installation and removal, provided, however, that in the event that the Tenant fails to make good any such damage as aforesaid, the City may so repair the Leased Areas and the Tenant shall, immediately upon demand of the City, reimburse the City for all expenses incurred with respect to such repair. Such claim the City to survive the termination, cancellation or expiration of the Lease.

43. The Tenant agrees to be solely responsible for all costs of any required tenant improvements for the sole use of the Tenant in order to meet any by-laws or building code requirements for children's daycare programming.

44. The Tenant is advised that no permanent structures are permitted above the Public Utilities.

Development and Maintenance:

45. The Tenant shall at all times keep the Leased Areas in saleable condition and shall exercise its occupancy and use of the Leased Areas with due regard for the health, safety and well-being of the City staff, volunteers and clients; and

46. Should the Tenant fail to keep in saleable condition the Leased Areas, the City may, upon written notice,

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perform the work necessary to restore the Leased Areas to saleable condition and charge all costs of such restoration to the Tenant;

47. South Winnipeg Community Centre shall be responsible to maintain and repair the Shared Facilities; and

48. The Tenant shall be responsible to keep the Leased Areas in a neat and tidy condition to the satisfaction of the Director.

Repairs:

49. The Tenant agrees to notify the City in writing any and all requirements for maintenance or health and safety concerns and, if an emergency situation exists, to provide at least one (1) hours' notice to the City before remedying the condition.

50. The City shall communicate to the Tenant, in writing, any concerns regarding the "Leased Areas" maintenance, deficiencies, health or safety requirements or improvements and shall provide at least two (2) weeks' notice reasonable length of time to allow the Tenant to correct any deficiencies so communicated.

City's Access:

51. The Tenant guarantees the City right of access to the Leased Areas to monitor its condition upon being given twenty-four (24) hours' notice, unless under emergency conditions, in which case no notice shall be required.

Assignment or Sub-let:

52. The Tenant will not assign or sub-let or part with possession of all or any part of the property without the Tenant first obtaining the prior written consent of the Director. In such event, the City in its sole discretion may cancel this agreement and enter into a new agreement;

53. And further the Tenant acknowledges and agrees that:

a) Upon its making application for such consent by the City the Tenant shall pay to the City a non-refundable administrative fee of Two-Hundred and Fifty ($250.00) Dollars, plus applicable Goods and Services Tax, or such amount as may from time to time be determined by the City in its sole discretion acting reasonably; and

b) Any consent by the City to an assignment shall not relieve the Tenant of its obligation for the payment

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of rents hereby reserved and the performance of the terms and conditions herein contained.

Termination:

54. Upon termination or cancellation of the Lease the Tenant shall remove its property from the Leased Areas and leave the Leased Areas in a condition satisfactory to the Director. Should the Tenant default in so doing the City may remove the Tenant's property and restore the Leased Areas at the sole risk and expense of the Tenant.

Other:

55. The Tenant shall enter into a formal agreement with the City embodying the foregoing Proposed Terms and Conditions and such other Terms and Conditions as the City Solicitor/Director of Legal Services deems necessary and in a form satisfactory to the City Solicitor/Director of Legal Services.

56. All terms and conditions contained herein, are subject to the approval of Council, or its delegated authority, and are not binding until such time as that approval is obtained.

I, Shelly Hoepky am duly authorized to act on behalf of the Waverley Heights Child Care Inc., hereby agree to enter into a lease agreement with the City of Winnipeg for the use of the property identified as "Leased Areas-South Winnipeg Community Centre: Waverley Site – 1885 Chancellor Drive" on the attached Misc. Plan Nos. 5806/7 and 5806/8 and in accordance with the proposed terms and conditions as outlined herein.

SHoepky	January 22/2016
SIGNATURE	DATE
Shelly Hoepky	Director
NAME (Please print)	POSITION
	Jan 25/16.
SIGNATURE	DATE
Laura Brine	Board member.
NAME (Please print)	POSITION

Please provide the following tenant contact information:

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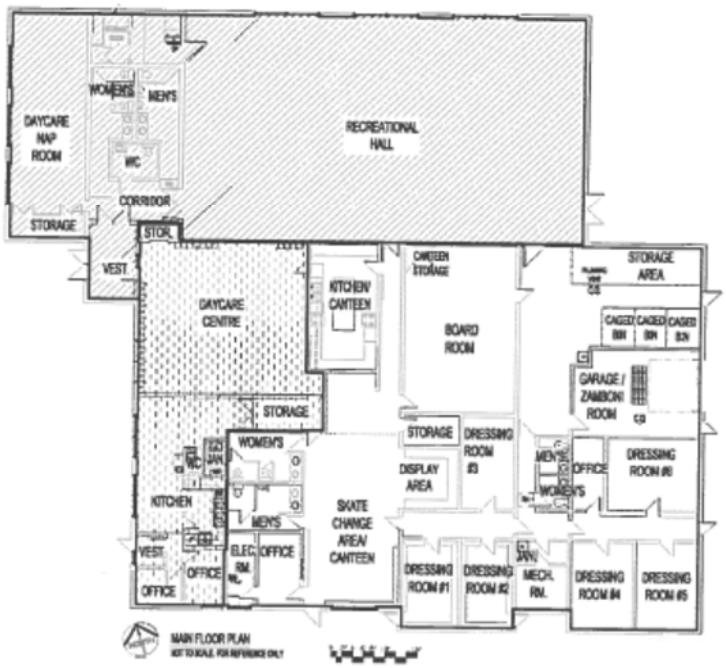
Contact Person:

Daytime: Shelly hoeppky Phone No.: (204) 269-7450

After Hours: Shelly hoeppky Phone No.: (204) 228-4528

E-mail Address: Whcc@mymts.net

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SOUTH WINNIPEG COMMUNITY CENTRE (SWCC) : WAVERLEY SITE

JOINT USE SPACE:	4,756 sq.ft.	
EXCLUSIVE USE SPACE:	1,785 sq.ft.	
SWCC USE SPACE:	5,804 sq.ft.	
TOTAL:	12,345 sq.ft.	

LEASED AREAS
South Winnipeg Community Centre (SWCC) - Waverley Site
1885 Chancellor Drive

Date: 2015-SEPT-22
District: RIEL
File: 5604 & 7815
Scale: NTS
Requested by: COsondu
Drawn by: MS
Ref. Dwg. Origin: TC
Municipal Accommodations
NOTE: Information displayed hereon has been compiled or computed from a variety of sources and should be used as a general guide only. No warranty is expressed or implied regarding the accuracy of such information.

CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPARTMENT
LAND INFORMATION & MAPPING SERVICES

MISC. PLAN NO. 5806/7

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South Winnipeg Community Centre (SWCC) - Waverley Site
1885 Chancellor Drive

METRIC

Date: 2015-SEPT-22
District: RIEL
File: 5604 & 7815
Scale: 1:1200
Requested by: COsondu
Drawn by: MS
Reference Dwg No.: N/A

NOTE: Information displayed hereon is to been compiled or computed from a variety of sources, and should be used as a general guide only. No warranty is expressed or implied regarding the accuracy of such information.

CITY OF WINNIPEG
PLANNING, PROPERTY AND
DEVELOPMENT DEPARTMENT
LAND INFORMATION & MAPPING SERVICES

MISC. PLAN NO. 5806/8

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SCHEDULE B

Criteria for Consideration of Non-Monetary Grant

Waverley Heights Child Care Inc.
1885 Chancellor Drive
Winnipeg, Manitoba
R3T 4C4

City of Winnipeg
Planning, Property and Development Department
3rd Floor - 65 Garry Street
Winnipeg, Manitoba
R3C 4K4

July 13, 2015

To Charles Osondu,

Waverley Heights Child Care Incorporated is a registered non-profit organization that has been operating and incorporated since June 12, 1975. Please find the Annual Return of Information attached.

Our facility is licensed by the Provincial Government and provides care for eighty children ages two-twelve years old. We are open Monday-Friday from 6:45 a.m. until 6:00 p.m. The Daycare operates twelve months of the year with the exception of statutory holidays.

The Daycare Center provides for activities which are compatible with the City's needs. There is a current as well as a projected need for child care in the Waverley Heights area and the surrounding area. During the past five years plus, there have been new housing developments built such as Bridgewater Forest and South Pointe. Our waiting list currently has 422 children in need of care.

WHCC provides care to all residents without discrimination. Our waiting list is on the Online Child Care Registry which is available to any family located or re-locating to Manitoba.

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The Daycare Center charges daily fees in accordance with the Manitoba Early Learning Child Care Provincial Government guidelines. No additional fees are charged to the families. Government subsidy is available to parents to supplement their fees if they qualify due to low income, medical reasons or special social needs.

The Center receives an annual Operating Grant from the Province which is received quarterly and approved annually. There are no ongoing operating subsidies required from the City.

Should you require any further information, I can be reached at 204-269-7450 or by email at whcc@mymts.net.

Sincerely,

Shelly Loeppky
Executive Director

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SCHEDULE C

Non-Monetary Grant Criteria Report

Criteria	Pass	Fail	Comments
1. The organization must provide a facility operated in its entirety by a non-profit organization for non-profit uses.	✓		The Applicant is a Non-Profit Organization
2. The organization must provide for activities which are compatible with City's needs.	✓		The organization runs a Child Care Service which meets the needs of the community
3. The organization must provide facilities for which there is a current and projected need in that location.	✓		The Centre has been in existence since 1975 and currently maintains a waiting list of parents who require this service
4. The organization must provide reasonable access to all Winnipeg residents without discrimination.	✓		The Child Care provides care to all residents without discrimination.
5. The organization must provide access without the charging of initiation fees, membership fees or other costs which are incompatible with like facilities or organizations.	✓		The Daycare Center charges daily fees in accordance with the Child Care Provincial Government guidelines. Subsidy is also available to parents to supplement fees, if they qualify based on income level.
6. The organizations must provide evidence of available funding and commitment to complete the project and assurance that no ongoing operating subsidies from the City will be required over the life of the development.	✓		The Center receives an annual "Operating Grant" from the Province which is received quarterly and approved annually; hence, will not require any subsidy from the City
General Comments: The Property Management Branch has concluded that the Waverley Heights Child Care Inc. satisfies the 6 criteria required to receive a non-monetary grant from the City of Winnipeg.			