Agenda – Council – April 27, 2016

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

Item No. 8 Lease Agreement – 725 Kylemore Avenue (Fort Rouge – East Fort Garry Ward)

STANDING COMMITTEE RECOMMENDATION:

On April 20, 2016, the Executive Policy Committee concurred in the recommendation of the Standing Policy Committee on Property and Development, Heritage and Downtown Development and submitted the following to Council:

1. That the proposed terms and conditions attached as Schedule A for a Lease Agreement in favour of Lord Roberts Children's Programs Inc. (LRCP), for the purpose of operating a day care centre at 725 Kylemore Avenue and identified as "Subject City Property" on the attached Misc. Plan No. 13058/1 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 Lord Roberts Community Centre Inc. (LRCC) 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 LRCC 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 LRCC 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.

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

DECISION MAKING HISTORY:

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

On April 20, 2016, the Executive Policy Committee concurred in the recommendation of the Standing Policy Committee on Property and Development, Heritage and Downtown Development and submitted the matter to Council.

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 725 Kylemore Avenue 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 Lord Roberts Children's Programs Inc. (LRCP), for the purpose of operating a day care centre at 725 Kylemore Avenue and identified as "Subject City Property" on the attached Misc. Plan No. 13058/1 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 Lord Roberts Community Centre Inc. (LRCC) 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 LRCC 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 LRCC 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 Lord Roberts Children's Programs Inc. for the use of a portion of City-owned property at 725 Kylemore Avenue and identified as "Subject City Property" on the attached Misc. Plan No. 13058/1.

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 725 Kylemore Avenue, 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.

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

HISTORY

In 1989, the LRCC building was extensively renovated and expanded to serve the requirements of the Centre. As part of the process, the LRCP (formerly Lord Roberts Preschool Child Care Centre) received approximately $350,000.00 from the Manitoba/Winnipeg Community Revitalization Program (M/WCRP) for the development of a daycare centre. The Community Centre and Daycare Centre building requirements were merged and the plans for a renovated multi-purpose building was completed and officially opened in May 1990.

TheLRCP is an incorporated non-profit daycare with 55 licensed spaces that occupies a portion of the LRCC located at 725 Kylemore Avenue. The LRCP has been leasing the subject property since 1990 and is considered to be a tenant in good standing. The LRCP and LRCC have negotiated the priority and joint use of the facility (Schedule B).

A request was received from the LRCP to enter into a new agreement for the use of a portion of City-owned property shown as "Subject City Property" on the attached Misc. Plan No. 13058/1 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 LRCP's proposal in association with the criteria to receive a Non-Monetary Grant (please see Schedules C and D, 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 LRCP.

The LRCC identified a new rate, which had to be adjusted to reflect operation costs and allocation of leased space. A new rate for operating costs was formulated and the LRCC and the LRCP are both in agreement with the new rate.

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

FINANCIAL IMPACT

Financial Impact Statement

Date: February 17, 2016

Project Name:

Proposed Lease Agreement to Allow for the Use of a Portion of City-Owned Property at 725 Kylemore Avenue 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	$ 15,446	$ 15,600	$ 15,756	$ 15,914	$ 16,073
Less: Incremental Revenue/Recovery	15,697	15,851	16,007	16,165	16,324
Net Cost/(Benefit)	$ (251)	$ (251)	$ (251)	$ (251)	$ (251)
Less: Existing Budget Amounts	(251)	(251)	(251)	(251)	(251)
Net Budget Adjustment Required	$ -	$ -	$ -	$ -	$ -

Additional Comments: Revenues consist of the annual fee payable by LRCP to offset their proportionate share of operating costs for the leased premises + nominal rent of $1/annum and a lease admin fee of $250/annum. The annual fee increases by 1%/annum up to and including 2020. Direct costs represent a grant to the LRCC equivalent to the annual fee payable by LRCP. LRCP is responsible for payment of its proportionate share of realty taxes, the amount of which 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
Lord Roberts Community Centre Inc.

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 2016-020

O:\Reports Directive\Municipal Accommodations\Leases\2016\MA2016-020 - Proposed Lease Agreement to Allow Use of a Portion of City-Owned Property at 725 Kylemore Avenue for purpose of a Day Care Centre

SCHEDULE A
PROPOSED TERMS AND CONDITIONS
LORD ROBERTS CHILDREN'S PROGRAMS INC.

Owner:	1. The City of Winnipeg (the "City")
Tenant:	2. Lord Roberts Children's Programs Inc. ("the Tenant")
Location:	3. 725 Kylemore Avenue commonly known as the "Lord Robert's Community Centre".
Leased Area:	4. A portion of 725 Kylemore Avenue shown and identified on the attached Misc. Plan Nos. 13058/1, 13058/2 and 13058/3 as follows: a) The City's exclusive use area shown and identified as "LRCC EXCLUSIVE USE AREA: 1,761 sq. ft." b) The Day Care exclusive use area shown and identified as "EXCLUSIVE USE AREA: Main Floor – 3374 sq. ft. and Basement Floor – 119 sq. ft." c) The priority use area shown and identified as "PRIORITY USE AREA: 2,855 sq. ft." d) The joint use area as shown and identified as "JOINT USE AREA: 1,820 sq. ft." ("Joint Use Area")
Primary Use:	5. The City to permit the Lord Roberts Community Club to use Leased Area "a", "c", and "d" 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 January 1, 2016 and ending December 31, 2020. The Tenant's permitted hours of operation shall be from 6:30 AM to 6:00 PM Monday through Friday, 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 $15,445.71 plus GST payable in equal monthly payments of $1,287.14 with incremental increases of 1% per year up to and including year 5.

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commencing on January 1, 2016, and then in each year of the Term thereafter.

Admin Fee:

10. Annual Fee of $250.00 plus GST payable commencing on January 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 within 30 days of the approval of these terms and conditions 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 "C".

Extension Option:

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

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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 "Extension Term" shall be the sum of:

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

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

And

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

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

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

34. 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.

35. 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.

36. 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).

37. The Tenant shall be responsible for the evacuation of its volunteers, staff, children, and invitees during an emergency.

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

39. The Tenant shall not file any caveat, mortgage, or other encumbrance against the Centre without receiving the approval of the Director.

40. 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:

41. 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

Initials

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.

42. 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.

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

Development and Maintenance:

44. 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

45. Should the Tenant fail to keep in saleable condition the Leased Areas, the City may, upon written notice, perform the work necessary to restore the Leased Areas to saleable condition and charge all costs of such restoration to the Tenant;

46. Lord Roberts Community Centre shall be responsible to maintain and repair the Shared Facilities; and

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

48. The Tenant is responsible to remove snow and ice and sand and/or salt on the sidewalks and ramps that provide access to the Lease Area from the road and parking lot to the building prior to the arrival of parents and children each day of operation.

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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 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.

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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, April Kalynuk am duly authorized to act on behalf of the Lord Roberts Children's Programs Inc., hereby agree to enter into a lease agreement with the City of Winnipeg for the use of the property identified as "Subject City Property-725 Kylemore Avenue" on the attached Misc. Plan Nos. 13058/1, 13058/2, and 13058/3 and in accordance with the proposed terms and conditions as outlined herein.

April Kalynuk
SIGNATURE

2016/01/20
DATE

April Kalynuk
NAME(Please print)

Executive director
POSITION

Krista Buchanan
SIGNATURE

January 20, 2016
DATE

KRISTA BUCHANAN
NAME(Please print)

Chairperson
POSITION

Please provide the following tenant contact information:

Contact Person: April Kalynuk

Daytime: 204-453-3409 or 204-284-9809 Phone No.:

After Hours: 204-612-8756 Phone No.:

E-mail Address: april@lordroberts.org

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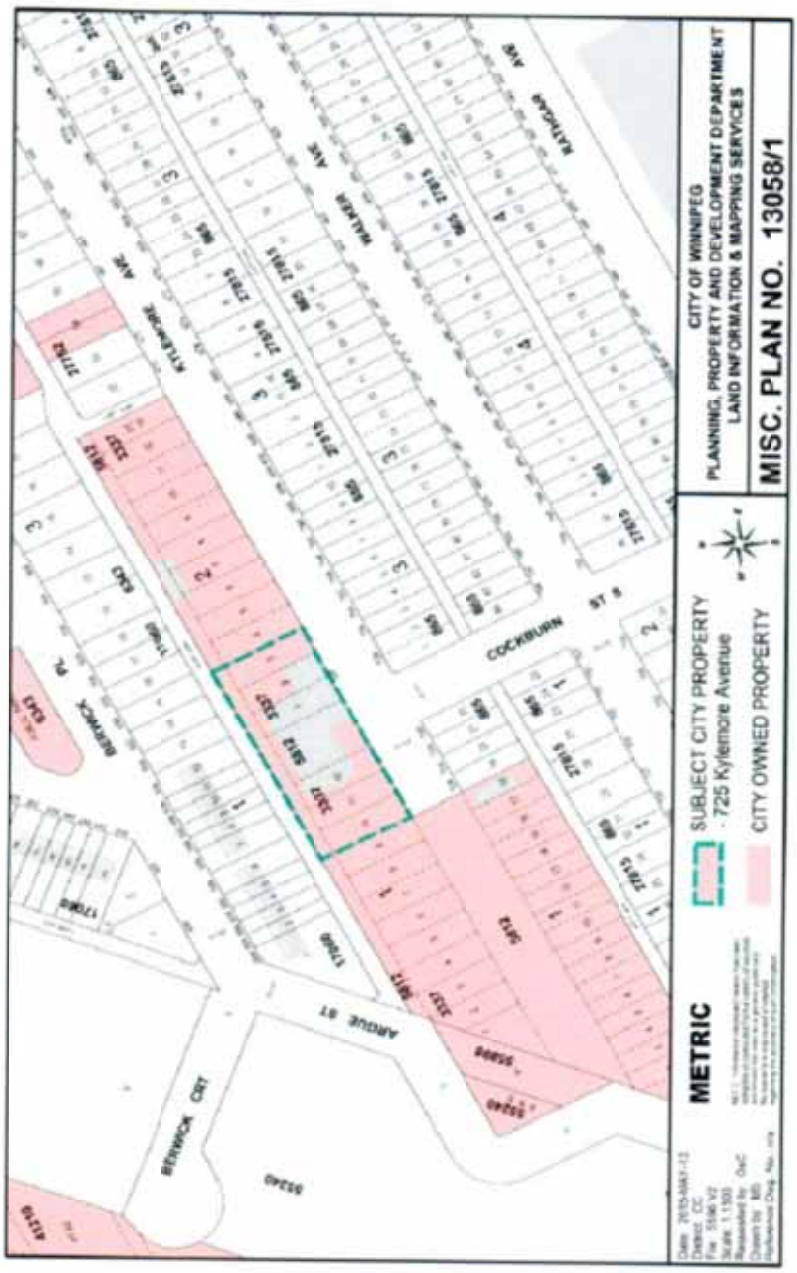
CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPARTMENT
LAND INFORMATION & MAPPING SERVICES
MISC. PLAN NO. 13058/1
METRIC
SUBJECT CITY PROPERTY
- 725 Kylemore Avenue
CITY OWNED PROPERTY
COCKBURN ST S
KYLEMORE AVE
MALVERN AVE
BATTISTA AV
BERWICK PL
BERWICK CRT
ARGYLE ST

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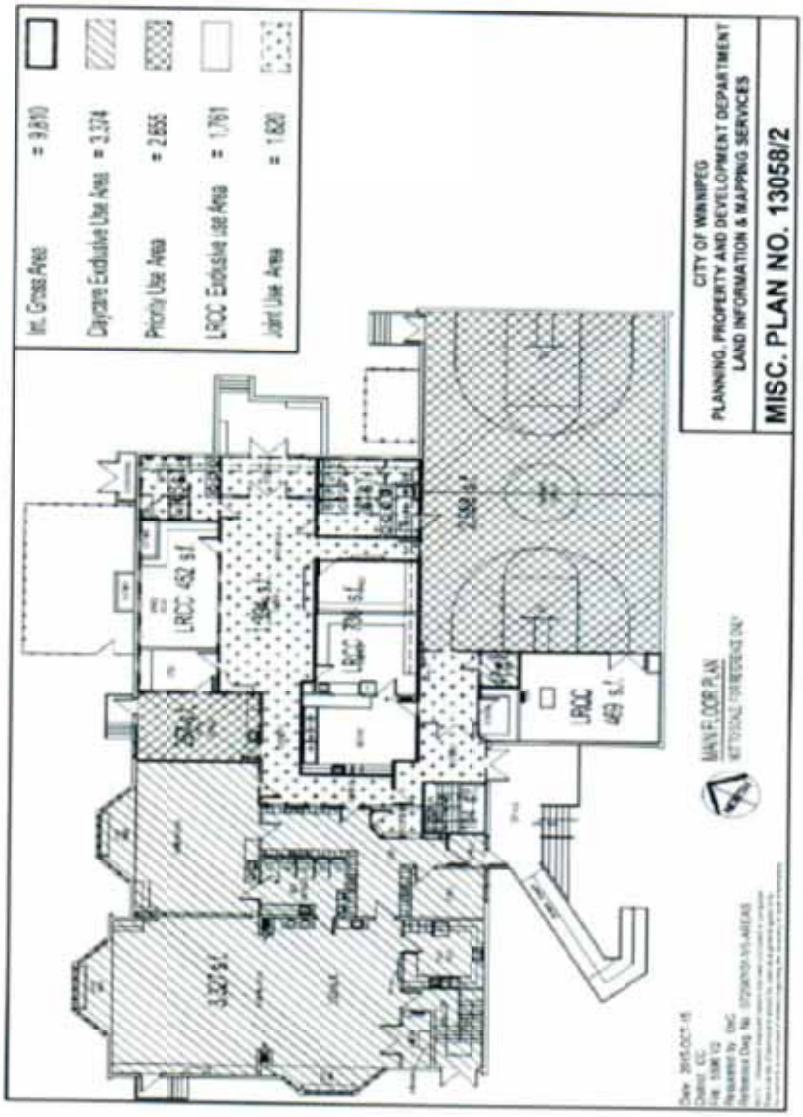
Int. Gross Area = 3,810
Daycare Exclusive Use Area = 3,374
Priority Use Area = 2,655
LRCC Exclusive Use Area = 1,761
Joint Use Area = 1,620
CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPARTMENT
LAND INFORMATION & MAPPING SERVICES
MISC. PLAN NO. 13058/2
MAIN FLOOR PLAN
LRCC 452 s.f.
LRCC 459 s.f.

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CITY OF WINNIPEG
PLANNING, PROPERTY AND
DEVELOPMENT DEPARTMENT
LAND INFORMATION & MAPPING SERVICES
MISC. PLAN NO. 13058/3
LORD ROBERTS CHILDRENS PROGRAM
BASEMENT FLOOR SPACE USE
2015-06-11
EXCLUSIVE USE AREA = 119 sq. ft.
INTERIOR GROSS AREA (BSMT. FL.) = 4,122 sq. ft.
LORD ROBERTS COMMUNITY CENTRE
BASEMENT FLOOR PLAN

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SCHEDULE B

PRIORITY AND JOINT USE SCHEDULE FOR THE LORD ROBERT'S CHILDREN'S PROGRAMS Inc. [LRCP]

Priority Use	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						8:00am - 12:30 pm	
Gymnasium		12:30 pm - 4:30 pm	12:30 pm - 4:30 pm	12:30 pm - 4:30 pm	7:00 am - 6:00 pm	1:30 pm - 4:30 pm	
Board/Staff Room		7:15 am - 5:45 pm	7:15 am - 5:45 pm	7:15 am - 5:45 pm	7:15 am - 5:45 pm		
Joint Use							
Washroom & Interior Walkways		7:00 am - 5:30 pm	7:00 am - 5:30 pm	7:00 am - 5:30 pm	7:00 am - 5:30 pm	7:00 am - 5:30 pm	
Exterior Walkways		7:00 am - 5:45 pm	7:00 am - 5:45 pm	7:00 am - 5:45 pm	7:00 am - 5:45 pm	7:00 am - 5:45 pm	

Notwithstanding the above schedule, the LRCP and the Lord Robert's Community Centre will make adjustments to this schedule where possible to accommodate the requirements of each party.

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SCHEDULE C

Criteria for Consideration of Non-Monetary Grant

Organization: Lord Roberts Children's Programs
Contact Person: April Kalyniuk (Executive Director)
Address: 725 Kylemore Ave. / 665 Beresford Avenue
Phone Number: 204-453-3409
Email: april@lordroberts.org

Information on the following six criteria is required for the consideration of a lease agreement between a non-profit organization and the City of Winnipeg:

1. **Demonstrate that the facility is operated in its entirety by a non-profit organization for non-profit use. All subsidies or grants and corresponding revenues must be clearly identified.**

   a) Lord Roberts Children's Programs Inc. (has not been Lord Roberts preschool since 2003) is a not-for-profit registered charity that provides quality childcare for families with children 18 months to 12 years of age. The 725 Kylemore Avenue location in Lord Roberts Community club is the preschool site and the children are 18 months to 5 years of age. Our charity number can be provided upon request.

2. **Demonstrate how the organization provides for activities which are compatible with the City's needs.**

   a) As mentioned above the sole purpose of the organization is the provision of child care services

3. **Demonstrate how the organization provides facilities for which there is a current and projected need in that location.**

   a) The centre has been in existence since 1974 and we have a waiting list of parents who require this service supporting the very strong need for care in this location

4. **Demonstrate how the organization provides reasonable access to all Winnipeg residents without discrimination.**

   a) Our childcare services are accessible to all Winnipeg residents on a non-discriminatory basis.

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5. **Demonstrate that the organization provides access without the charging of initiation fees or other costs which are incompatible with like facilities or organizations.**

   a) The fees charged to the parents are strictly fees that pay for the childcare service we provide as outlined by the Province of Manitoba- we do not charge initiation fees of any sort.

6. **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.**

   a) Lord Roberts Children's Programs Inc. is funded through a combination of parent fees and an Operating Grant from the Province of Manitoba (Budget attached with approval from the province of Manitoba). The program does not require any funds from the City to provide our program.

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SCHEDULE D

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 1974 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 service is accessible to all Winnipeg residents on a non-discriminatory basis
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.	✓		Fees charged are based on the provincial maximum daily fee schedule. Currently the daycare charges a daily rate of $30.00 for infants and $20.80 for preschool.
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.	✓		LRCP is funded through a combination of parent fees and an "Operating Grant" from the Province of Manitoba
General Comments: The Property Management Branch has concluded that the Lord Roberts Children's Programs Inc. satisfies the 6 criteria required to receive a non-monetary grant from the City of Winnipeg.			