Agenda – Council – April 27, 2016

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

Item No. 10 Lease Agreement – 220 Antrim Road (Elmwood – East Kildonan 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 between the River East Transcona School Division, the City, and Valley Gardens Community N.A.S.P. Inc. (Valley Gardens N.A.S.P.), for the use of a portion of the Valley Gardens School at 220 Antrim Rd. for daycare purposes, identified and shown as "JOINT USE: 3871 sq. ft." and "DAYCARE EXCLUSIVE USE: 119 sq. ft." on the attached Misc. Plan No. 12045/1 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 Valley Gardens Community Centre Inc. (VGCC) be approved in an amount equivalent to the monthly "operating cost" payable by Valley Gardens N.A.S.P., subject to Recommendation 4 hereof.

4. That, the City enter into a grant agreement with the VGCC 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 VGCC 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.

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

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 between the River East Transcona School Division, the City, and Valley Gardens N.A.S.P. Inc. for the Use of a Portion of the Valley Gardens School at 220 Antrim Rd. 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 between the River East Transcona School Division, the City, and Valley Gardens Community N.A.S.P. Inc. (Valley Gardens N.A.S.P.), for the use of a portion of the Valley Gardens School at 220 Antrim Rd. for daycare purposes, identified and shown as “JOINT USE: 3871 sq. ft.” and “DAYCARE EXCLUSIVE USE: 119 sq. ft.” on the attached Misc. Plan No. 12045/1 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 Valley Gardens Community Centre Inc. (VGCC) be approved in an amount equivalent to the monthly “operating cost” payable by Valley Gardens N.A.S.P., subject to Recommendation 4 hereof.

4. That, the City enter into a grant agreement with the VGCC 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 VGCC 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 Valley Gardens N.A.S.P. Inc. for the use of a portion of property at 220 Antrim Rd. and identified as "JOINT USE: 3871 sq. ft." and "DAYCARE EXCLUSIVE USE: 119 sq. ft." on the attached Misc. Plan No. 12045/1.

Council approval is required for all Grant Agreements.

EXECUTIVE SUMMARY

Request for a Lease Agreement between the River East Transcona School Division, the City and the Valley Gardens N.A.S.P. Inc., for the use of a portion of the Valley Gardens School, 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.

- Valley Gardens N.A.S.P. will be responsible for proportionate costs associated with the operation and maintenance of the subject property.

- This revenue (proportionate costs) will be collected by the VGCC to offset its operating costs.

HISTORY

On May 29, 1974, Council approved a joint use agreement between the River East School Division No. 9 and the City, for the development of VGCC as part of the Valley Gardens Junior High School.

At its meeting held on February 1, 2005, the then Standing Policy Committee on Property and Development approved a lease between the River East Transcona School Division, the City and the Valley Gardens N.A.S.P. for the purpose of a daycare centre.

The Valley Gardens N.A.S.P. has been operating a Daycare at the VGCC for many years and is considered as a tenant in good standing. The operation does not only provide for a recovery of the Community Centre's cost for maintaining the daycare occupancy but also it provides an opportunity to address the need for childcare within the Valley Gardens Community.

The current lease agreement expired on December 31, 2011, and since then the Day Care has been occupying the space on an "overholding" basis that is month-to-month.

The Planning, Property and Development Department has negotiated proposed terms and conditions of a lease to formalize the agreement for the use of a portion of the Valley Gardens School shown as “JOINT USE: 3871 sq. ft.” and “DAYCARE EXCLUSIVE USE: 119 sq. ft.” on the attached Misc. Plan No. 12045/1 for the purpose of operating a daycare facility.

The terms and application were circulated to applicable City departments and the River East Transcona School Division for consideration and comments. All comments and concerns have been incorporated into the signed terms and conditions. The Department has assessed the Valley Gardens N.A.S.P.’s proposal in association with the criteria to receive a Non-Monetary Grant (please see the attached Schedule B and letter from Valley Garden N.A.S.P. 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 VGCC 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 VGCC and the Valley Gardens N.A.S.P. Inc. 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: March 15, 2016

Project Name:

First Year of Program **2016**

Proposed Lease Agreement between the River East Transcona School Division, the City and Valley Gardens N.A.S.P Inc. for the Use of a Portion of the Valley Gardens School at 220 Antrim Rd. for the purpose of a Day Care Centre

	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	$ 17,955	$ 17,955	$ 17,955	$ 17,955	$ 17,955
Less: Incremental Revenue/Recovery	250	1	1	1	1
Net Cost/(Benefit)	$ 17,705	$ 17,954	$ 17,954	$ 17,954	$ 17,954
Less: Existing Budget Amounts	17,705	17,954	17,954	17,954	17,954
Net Budget Adjustment Required	$ -	$ -	$ -	$ -	$ -

Additional Comments: Direct costs represent grants to the VGCC equivalent to the Valley Garden N.A.S.P's proportionate share of operating expenses. Revenues in 2016 consist of a one-time administration fee of $250 while revenues from 2017 onward represent $1/annum nominal rent. The Valley Garden N.A.S.P'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
Valley Gardens 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.:	MA2016-045

O:\Reports Directive\Municipal Accommodations\Leases\2016\MA2016-045 - Lease Agreement btwn River East Transcona School Div, the City & Valley Gardens N.A.S.P Inc. for Use of Portion of Valley Gardens School at 220 Antrim Rd. for Day Care Centre

SCHEDULE A
PROPOSED TERMS AND CONDITIONS
VALLEY GARDENS N.A.S.P. INC.

Owner:	The River East Transcona School Division ("RETSD")
Joint User:	The City of Winnipeg (the "City")
Tenant:	Valley Gardens N.A.S.P. Inc. ("the Tenant")
Location:	220 Antrim Road
Leased Area:	A portion of 220 Antrim Rd. shown hatched and identified on Misc. Plan No. 12045/1 as follows: 1. The City's exclusive use area shown identified as "VALLEY GARDENS COMMUNITY CLUB EXCLUSIVE USE: 3,500.5 sq. ft." 2. Day care exclusive use area shown identified as "DAYCARE EXCLUSIVE USE: 119 sq. ft." ("Day Care Exclusive Use Area") 3. The joint use area as shown identified as "JOINT USE: 3,871 sq. ft." ("Shared Facilities").
Primary Use:	The City to permit the Valley Gardens Community Club to use Area 1 and Area 3 for the purpose of operating a community club. The Tenant to use Area 2 and Area 3 above for the purpose of operating a day care and not for any other purpose except with the prior written consent of the City.
Term:	A five (5) year term, commencing on January 1, 2012 and ending December 31, 2016. The Shared Facilities operate from 6:30 AM to 6:00 PM Monday through Friday. The daycare Exclusive Use Area has no such time or day restrictions.
Operating Cost:	$4.50 per square foot, $1,496.25 per month and $17,955 per annum plus GST up to and including year 5, payable commencing on September 1, 2015 and then on January 1st in each year of the Term thereafter.
Admin Fee:	One-time Fee of $250.00 plus GST payable to the City.
Renewal:	One (1) five (5) year option to renew on the same terms and conditions excepting the operating cost which shall be negotiated based on the proportionate share of the eligible operating costs.

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Taxes:	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 Shared Facilities and the Day Care Exclusive Use Area.
Other Fees, Licenses, Taxes etc:	All other license fees, all development permits, business tax, levies, etc. which may be charged in respect of the use and occupation of the Shared Facilities.
Insurance:	The Tenant shall provide and maintain the following insurance coverage at all times for the duration of the contract;

Commercial General Liability insurance including but not limited to protection for claims of bodily injury and property damage, personal and advertising injury and product and completed operations liability in the inclusive amount of at least two million dollars ($2,000,000.00) per occurrence with a minimum of five million dollars ($5,000,000.00) general aggregate. The City of Winnipeg and River East Transcona School Division shall be included as an additional insureds. Such liability policy must also contain a cross-liability or severability of interest clause, contractual liability, employees as additional insured's, 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 and the RETSD, its officers, officials, employees, agents or volunteers;

A broad form property insurance policy, for the full replacement cost insuring all contents, mobile equipment and tenant's improvements;

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;

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.

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

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Deductibles shall be entirely borne by the Lessee

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;

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;

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

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: 90 days written notice by either party;

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 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: The Tenant takes the Shared Facilities on an "as is" basis

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.

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

Unless otherwise specified herein, the Tenant is to pay all eligible operating costs, including but not limited to, (a) the cost of all utilities, including electricity, water and gas, consumed on the "Shared Facilities"; (b) the cost of cleaning, maintaining and servicing "Land", including field maintenance, snow removal, garbage and waste collection and disposal; and (c) the cost of policing and supervising the "Shared Facilities".

The Tenant shall provide, if requested, a schedule of proposed activities, programs and events prior to May 1st of

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each year in the Term of this Agreement for and subject to the approval of the Director of Property, Planning and Development.

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 Lands for any use or purpose, nor as to any environmental conditions which may exit.

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 Lands by the Tenant. This provision shall survive any termination, cancellation or expiration of this Agreement. Daycare to indemnify the City.

The Tenant shall provide, on an annual basis on the anniversary of the lease, copies of all relevant inspections/reports/etc. (ie boiler/ elevator/furnace inspection certificates, audit/financial statements).

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

The Tenant shall not place any non-sponsorship or commercial signage or advertising without prior written approval of the Director of PP&D and the RETSD.

The Tenant shall not file any caveat, mortgage, or other encumbrance against the land or Shared Facility without receiving the approval of the Director of PP&D and RETSD.

Tenant Improvements:

The Tenant, after having first obtained the written approval of the Director of PP&D. and the Secretary Treasurer of RETSD, may at its sole cost, expense and effort, erect, in or upon the Shared Facilities, such improvements as may be required for the purposes of the Tenant. Title to all improvements currently existing, as well as those hereafter installed , shall vest in RETSD upon termination, cancellation or expiration of the Lease, subject to the terms of the Lease and subject to the option of the City or RETSD to demand removal of the improvements from the Shared Facilities 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 Shared Facilities 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 Shared

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Facilities 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.

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 codes for children's daycare programming.

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

Development and Maintenance:

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

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

The City shall be responsible to maintain and repair the Shared Facilities; and

the Tenant shall be responsible to keep the Shared Facilities in a neat and tidy condition to the satisfaction of the Director of PP&D.

Repairs:

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.

The City shall communicate to the Tenant, in writing, any concerns regarding the Shared Facilities' maintenance, deficiencies, health or safety requirements or improvements and shall provide a reasonable length of time to allow the Tenant to correct any deficiencies so communicated.

City's Access:

The Tenant guarantees the City right of access to the Shared Facilities 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:

The Tenant is not to assign or sub-let or part with possession of all or any part of the Lands without the Tenant first obtaining the prior written consent of the Director of Planning

Initials

Property and Development and RETSD. In such event, the City in its sole discretion may cancel this agreement and enter into a new agreement;

And further the Tenant acknowledges and agrees that:

1) 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

2) Any consent by the City or RETSD 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: Upon termination or cancellation of the Lease the Tenant shall remove its property from the Shared Facilities and Day Care Exclusive Use Area and leave the Shared Facilities and Davy Care Exclusive Use Area in a condition satisfactory to the City. Should the Tenant default in so doing the City may remove the Tenant's property and restore the Shared Facilities and Day Care Exclusive Use Area at the sole risk and expense of the Tenant.

Other: The Tenant shall enter into a formal agreement with the City and RETSD 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.

The proposed terms and conditions of the proposed Lease Agreement are subject to final approval of City's Standing Committees and Council and to the City Solicitor/Director of Legal Services as to form and content.

I, Kelly Bynacki am duly authorized to act on behalf of Valley Gardens NASP INC., hereby agree to enter into a lease agreement with the City of Winnipeg and River East Transcona School Division for the use of the property identified as "Shared Facilities" on the attached Misc. Plan No. 12045/1 and in accordance with the proposed terms and conditions as outlined herein.

K Bynacki
SIGNATURE

Oct. 06/15
DATE

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KN CP

KELLY BYMAN
NAME (Please print)

Co-Director
POSITION

SIGNATURE

Oct. 6/15
DATE

Isering Nelson
NAME (Please print)

Chairperson
POSITION

Please provide the following tenant contact information:

Contact Person:

Daytime: KELLY BYMAN Phone No.: (204) 669-6932

After Hours: KELLY BYMAN Phone No.: (204) 235-5254

E-mail Address: goodkids@mymts.net

I, VINCE MARIANI am duly authorized to act on behalf of the River East Transcona School Division, and hereby agree to enter into a lease agreement with the City of Winnipeg and Valley Gardens NASP Inc. for the use of the property identified as "Leased Area" on the attached Misc. Plan No. 12045/1 and in accordance with the proposed terms and conditions as outlined herein.

SIGNATURE

Oct 8/15
DATE

VINCE MARIANI
NAME (Please print)

Sec-Treas.
POSITION

SIGNATURE

DATE

NAME (Please print)

POSITION

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Please provide the following tenant contact information:

Contact Person:

Daytime: Vince Mariani Phone No.: 204-667-7130

After Hours: _____ Phone No.: _____

E-mail Address: Vmariani@aetsd.mb.ca

V:\Charles Osondu\4631 - Valley Gardens\Proposed T's&C's.doc

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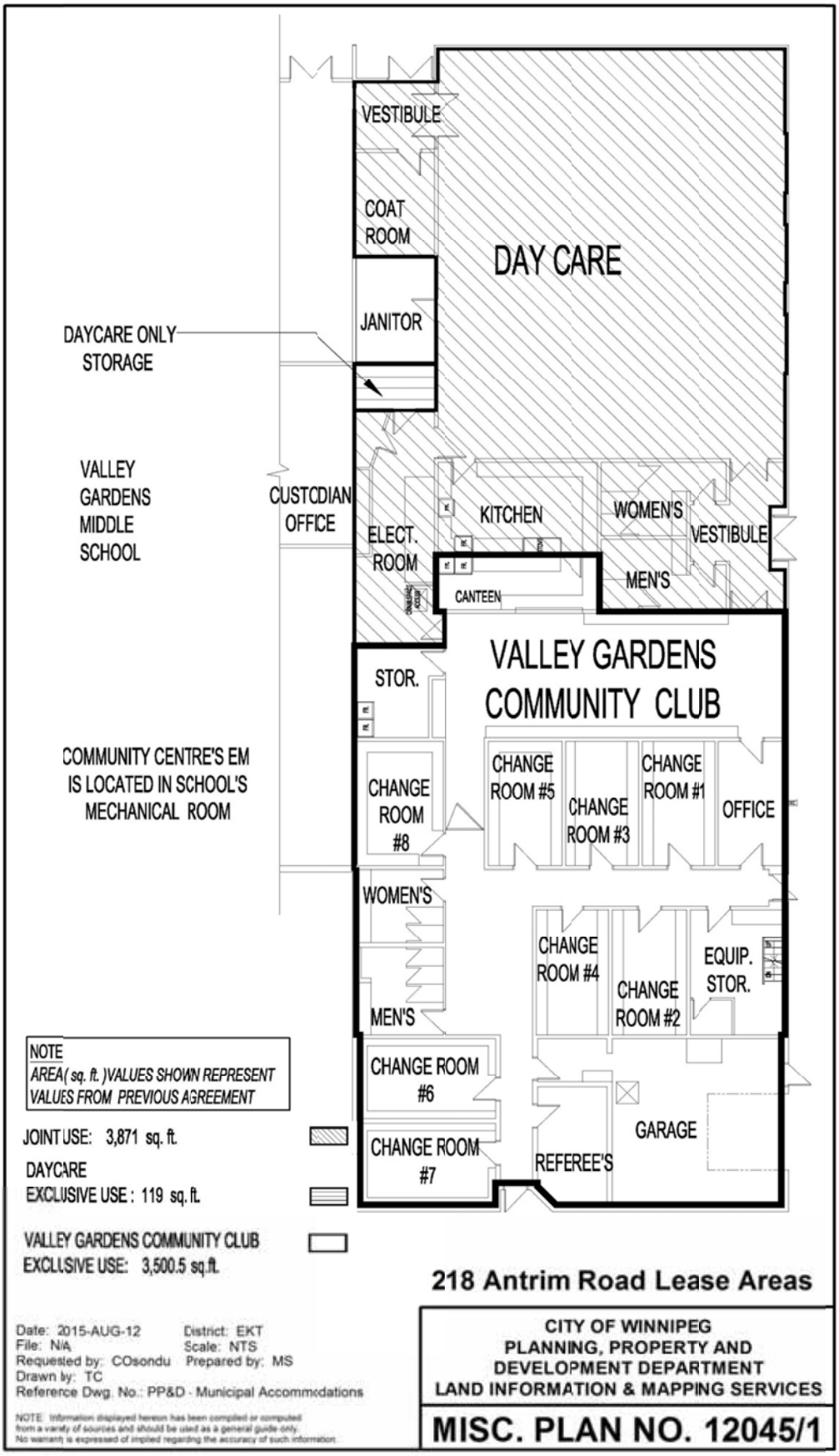
VESTIBULE
COAT ROOM
DAY CARE
JANITOR
DAYCARE ONLY STORAGE
VALLEY GARDENS MIDDLE SCHOOL
CUSTODIAN OFFICE
KITCHEN
WOMEN'S
VESTIBULE
ELECT. ROOM
MEN'S
CANTEEN
VALLEY GARDENS COMMUNITY CLUB
STOR.
COMMUNITY CENTRE'S EM IS LOCATED IN SCHOOL'S MECHANICAL ROOM
CHANGE ROOM #8
CHANGE ROOM #5
CHANGE ROOM #3
CHANGE ROOM #1
OFFICE
WOMEN'S
CHANGE ROOM #4
CHANGE ROOM #2
EQUIP. STOR.
MEN'S
CHANGE ROOM #6
CHANGE ROOM #7
REFEREE'S
GARAGE
NOTE
AREA (sq. ft.) VALUES SHOWN REPRESENT VALUES FROM PREVIOUS AGREEMENT
JOINT USE: 3,871 sq. ft.
DAYCARE EXCLUSIVE USE : 119 sq. ft.
VALLEY GARDENS COMMUNITY CLUB EXCLUSIVE USE: 3,500.5 sq.ft.
218 Antrim Road Lease Areas
Date: 2015-AUG-12
File: N/A
Requested by: COsondu
Drawn by: TC
Reference Dwg. No.: PP&D - Municipal Accommodations
District: EKT
Scale: NTS
Prepared by: MS
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. 12045/1

SCHEDULE B

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 1981 and there is demand for such service within the community
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 standard daily fee schedule. An initial fee of $100 is charged but refunded when child is withdrawn.
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.	✓		Valley Gardens N.A.S.P. 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 Valley Gardens N.A.S.P. Inc. satisfies the 6 criteria required to receive a non-monetary grant from the City of Winnipeg.			

LETTER OF CONSIDERATION FOR A LEASE AGREEMENT BETWEEN VALLEY GARDEN N.A.S.P. INC. AND THE CITY OF WINNIPEG

Organization: Valley Garden NASP Inc.

Contact Person: Penny Chudy or Kelly Byman

Address: 218 Antrim Road, Winnipeg, MB. R2K 3L2

Phone Number: 204-669-6932

Email: goodkids@mymts.net

1. The daycare is a non-profit organization. Please refer to the attached audited statement of operations for the past two years. You will note the daycare shows a loss for both years.

2. The school age daycare was formed by a group of parents who needed childcare for their children in 1981. The daycare is open year round and offers care for children ages 5 to 12.

3. Enrolment is open to all families whose children attend B.E. Glavin Elementary School, Valley Garden Middle School and any other school, school bus services can accommodate. We also accept children out of the Valley Garden area over the summer months. We are licensed to care for 20 kindergarten children and 50 school age children. We currently have 54 children registered and 5 more are scheduled to enroll during the month of July.

4. Please refer to our attached INCLUSION STATEMENT that the daycare practices to assure all families our organization is not open to discrimination.

5. Valley Garden N.A.S.P. Inc. Does not charge initiation fees or other costs. We follow daycare rates set by the Manitoba Childcare provincial standards. We do charge a $100.00 registration fee which is fully refunded when each child is withdrawn.

6. Valley Garden N.A.S.P. Inc. understands any project we would like to begin for the daycare would need prior authorization from the City. We may be looking at building some storage cupboards but would draw up a proposal with all data that would then be sent to the City for consideration.