Minute No. 564
Report – Standing Policy Committee on Property and Development, Heritage and Downtown Development – September 20, 2016

Item No. 18 Lease Agreement – 346 Perth Avenue (Mynarski Ward)

COUNCIL DECISION:

Council concurred in the recommendation of the Standing Policy Committee on Property and Development, Heritage and Downtown Development Committee and adopted the following:

1. That the City enter into a lease agreement based upon the proposed terms and conditions attached as Schedule A in favour of West Kildonan Tiny Tots Inc. for the purpose of operating a day care centre within the West Kildonan Memorial Community Centre located at 346 Perth Ave., and identified as "Day Care Exclusive Use Area 538 sq. ft." on the attached Misc. Plan No. 11157/3 and such other agreements as determined necessary by the City Solicitor/Director of Legal Services to implement the intent of the foregoing.

2. 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 "Subject City Property" on Schedule A attached hereto, a monthly operating grant to the West Kildonan Memorial Community Centre Inc. ("WKMCC") be approved in an amount equivalent to the monthly "operating cost" collected subject to Recommendation 3 hereof.

3. That City enter into a grant agreement with the WKMCC that sets out the terms and conditions of the grant to be provided by the City pursuant to Recommendation 2 hereof including the authority for the WKMCC 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.

4. 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.

5. 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 – September 20, 2016

DECISION MAKING HISTORY:

Moved by Councillor Orlikow,

That the recommendation of the Standing Policy Committee on Property and Development, Heritage and Downtown Development be adopted by consent.

Carried

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

On September 21, 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 September 20, 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: Proposed Lease Agreement to Allow for the Use of a Portion of City-Owned property at 346 Perth 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
B. Erickson	J. Kiernan	M. Ruta	D. McNeil

EXECUTIVE SUMMARY

Request for a Lease Agreement for the purpose of operating a Day Care Centre at City-owned property located at 346 Perth Ave., as specified in the History section of this report.

RECOMMENDATIONS

1. That the City enter into a lease agreement based upon the proposed terms and conditions attached as Schedule A in favour of West Kildonan Tiny Tots Inc. for the purpose of operating a day care centre within the West Kildonan Memorial Community Centre located at 346 Perth Ave., and identified as “Day Care Exclusive Use Area 538 sq. ft.“ on the attached Misc. Plan No. 11157/3 and such other agreements as determined necessary by the City Solicitor/Director of Legal Services to implement the intent of the foregoing.

2. 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 “Subject City Property” on Schedule A attached hereto, a monthly operating grant to the West Kildonan Memorial Community Centre Inc. (“WKMCC”) be approved in an amount equivalent to the monthly “operating cost” collected subject to Recommendation 3 hereof.

3. That City enter into a grant agreement with the WKMCC that sets out the terms and conditions of the grant to be provided by the City pursuant to Recommendation 2 hereof including the authority for the WKMCC 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.

4. 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.

5. 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.

On October 31, 1990, Council approved a policy on the lease of City-owned Lands for non-profit use, and for which Non-Profit Organizations must meet all six (6) criteria to be eligible for a non-monetary grant. The proposed grant/lease will require SPC-PDHDD to approve such Non-Monetary Grant.

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 West Kildonan Tiny Tots Inc. for the use of a portion of property at 346 Perth Ave. and identified as "Day Care Exclusive Use Area 538 sq. ft. "on the attached Misc. Plan No. 11157/3.

Council approval is required for all Grant Agreements.

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 (5) years with an extension option of five (5) years.

West Kildonan Tiny Tots Inc. will be responsible for all costs associated with the operation and maintenance of the leased areas.

HISTORY

West Kildonan Tiny Tots Inc. (WKTT) has maintained a lease with the City of Winnipeg since 2000 for the purpose of operating a day care facility within the West Kildonan Memorial Community Centre (WKMCC) located at 346 Perth Avenue, and identified as "Day Care Exclusive Use Area 538 sq. ft. "on the attached Misc. Plan No. 11157/3.

WKMCC is an incorporated non-profit organization that provides a valued service within the local neighbourhood through-out the year (except for Statutory and Provincial holidays). The organization is economically dependent on funding through provincial operating grants and parental fees, which represents the majority of its total revenue.

The current Lease Agreement expired on December 31, 2011, and subsequently the Day Care has requested to enter into a new lease with the City for the continued use of a portion of the West Kildonan Memorial Community Centre.

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 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 has assessed and negotiated the proposed terms and conditions of a Lease Agreement in favour of the West Kildonan Tiny Tots Inc., based on the Non-Monetary Criteria attached herein as Schedule B.

The West Kildonan Memorial Community Centre and West Kildonan Tiny Tots Inc. have both provided their concurrence to the proposed terms and conditions of a lease agreement for this occupancy.

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

FINANCIAL IMPACT

Financial Impact Statement

Date: August 24, 2016

Project Name: **First Year of Program** **2016**

Proposed Lease Agreement to Allow for the Use of a Portion of City-Owned property at 346 Perth Avenue for the purpose of a Day Care Centre

	2016	2017	2018	2019	2019 to 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	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000
Less: Incremental Revenue/Recovery	251	251	251	251	251
Net Cost/(Benefit)	$ 4,749	$ 4,749	$ 4,749	$ 4,749	$ 4,749
Less: Existing Budget Amounts	4,749	4,749	4,749	4,749	4,749
Net Budget Adjustment Required	$ -	$ -	$ -	$ -	$ -

Additional Comments: Incremental revenue consists of the nominal annual lease revenue of $1 and an annual lease admin fee of $250. Direct costs each year represent a grant to the West Kildonan Memorial Community Centre Inc. in an amount equivalent to that collected for operating costs. The municipal realty taxes and any other fees payable to the City by the tenant are immaterial or not determinable at this time and have been excluded from this analysis.

"Original signed by"
Mike McGinn, 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
West Kildonan Memorial Community Centre Inc. Board

OURWINNIPEG POLICY ALIGNMENT

Section 01 – A City That Works

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:	August 29, 2016
File No.:	MA2016-202

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SCHEDULE A
PROPOSED TERMS AND CONDITIONS
WEST KILDONAN TINY TOTS INC.

Owner:	1. The City of Winnipeg (the "City")
Tenant:	2. West Kildonan Tiny Tots Inc. ("the Tenant")
Location:	3. 346 Perth Street commonly known as the "West Kildonan Memorial Community Centre".
Leased Area:	4. A portion of 346 Perth Street shown and identified on the attached Misc. Plan Nos. 11157/1 and 11157/3 as follows: a) The Day Care exclusive use area shown and identified as "EXCLUSIVE USE SPACE: 538 sq. ft." b) The joint use area as shown and identified as "JOINT USE AREA".
Primary Use:	5. The City to permit the West Kildonan Memorial Community Centre Inc. to use Leased Area "a" for the purpose of operating a community club. 6. The Tenant to use Leased Areas "a" and "b" for the purpose of conducting the business of a Children's Nursery 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 normal hours of operation shall be from 7:30 AM to 3:30 PM Monday through Friday inclusive of every week during the Term, except for the Children's nursery exclusive area, for which there are no such time or day restrictions.
Lease Period	8. The Tenant shall operate in each year during the said term for a period of 10 months between the 1st day of September and the 30th day of June.
Rent:	9. $1.00 per annum plus GST payable yearly in advance.
Non-Profit Lease:	10. The Tenant has provided eligibility information required to apply for a Non-Monetary Real Estate Grant to Non-Profit Organizations and hereby represents and warrants that the information attached herein as Schedule "B" is true and accurate to the best of the Tenant's knowledge.
Operating Cost:	11. Annual Fee of $5,000.00 plus GST payable in equal

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monthly payments of $500.00 plus GST for each Lease Period of 10 months commencing between 1st day of September and the 30th day of June, up to and including year 5, and then in each year of the Term thereafter.

Admin Fee:

12. 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:

13. 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 qualify as a non-profit entity.

Extension:

14. 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:

15. 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.

16. The Tenant is entitled to make an application to the City pursuant to the provisions of The Municipal Assessment Act of Manitoba and City of Winnipeg Community Groups Occupying City-Owned Facilities Bylaw No. 89/2005. If the application is granted and the resulting amendment to the Bylaw is approved, the Premises will be exempt from real property taxes and school taxes as of the date of such By-law approval. In the event that the Tenant loses its exemption, the Licensee shall, in accordance with the provisions of the above paragraph, pay all applicable real property tax and/or school tax.

Other Fees, Licenses, Taxes etc:

17. The Tenant shall pay 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:

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

    (a) Commercial General Liability insurance including

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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 three million dollars ($3,000,000.00) 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;

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

(c) 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

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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 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 as stated in clause "10" above which 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 shall be the sum of:

    a) Total Eligible Operating costs of the Exclusive Use Area, for the immediately preceding year ending June 30th, calculated in accordance with the following formula:

Area of Exclusive Use Area x Daycare's Proportionate Share

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Area of Building

And

b) Daycare's proportionate share of Total Eligible Operating costs for the Joint Use Area, for the immediately preceding year ending June 30th , calculated in accordance with the following formula:

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

33. The Tenant shall provide, if requested, a schedule of proposed activities, programs and events prior to September 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 all volunteers, staff 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.

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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 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.

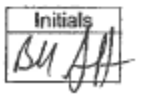
Development and Maintenance:

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. West Kildonan Community Centre shall be responsible

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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.

Repairs:

48. 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.

49. 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:

50. 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:

51. 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;

52. 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:

53. 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

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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:

54. 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.

55. **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, _____, am duly authorized to act on behalf of the West Kildonan Tiny Tots Inc., hereby agree that West Kildonan Tiny Tots Inc. will enter into a Lease Agreement with the City of Winnipeg for the use of a portion of the property identified as "Subject City Property" on the attached Misc. Plan No. 11157/1 and in accordance with the proposed terms and conditions as outlined herein.

Beth-Ann Mark — **SIGNATURE**

Aug. 16/16 — **DATE**

Beth-Ann Mark — **NAME (Please print)**

Director. — **POSITION**

Allison Hollins — **SIGNATURE**

Aug 16, 2016 — **DATE**

Allison Hollins — **NAME (Please print)**

Treasurer — **POSITION**

Please provide the following tenant contact information:

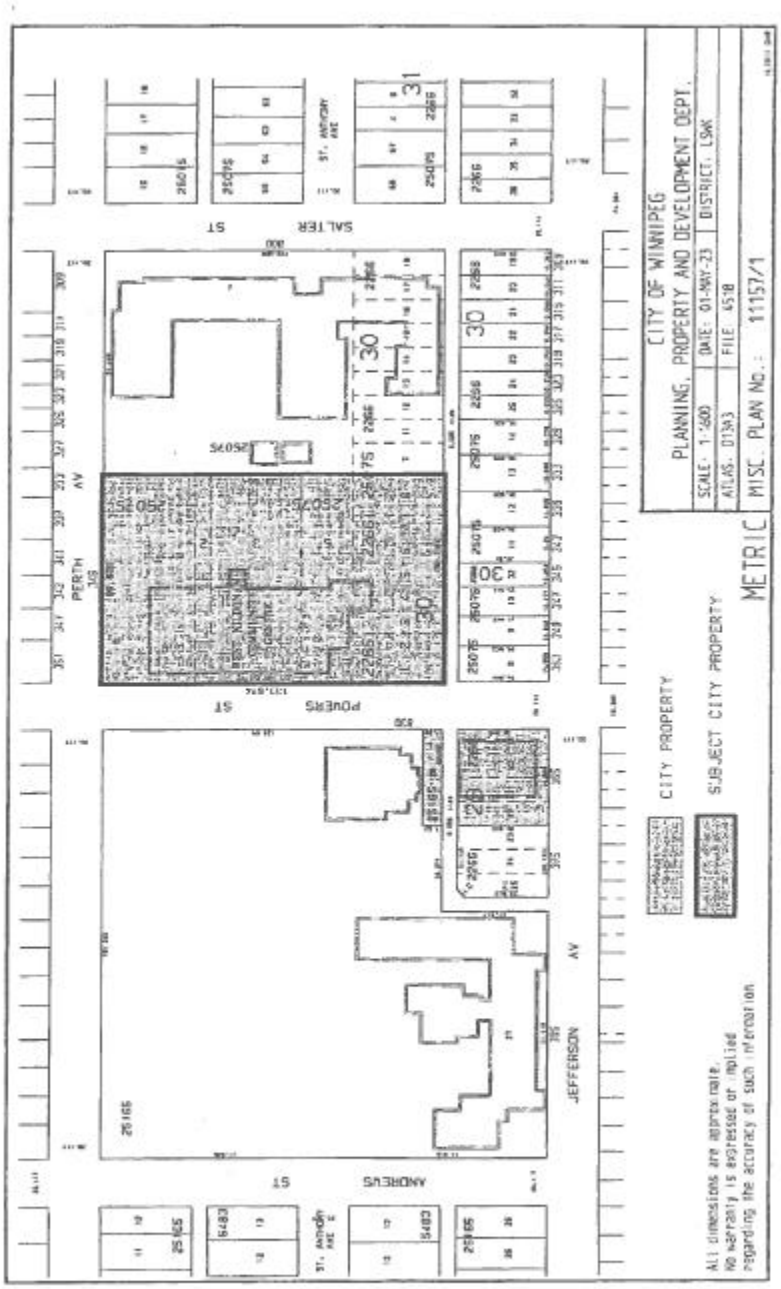
Contact Person: Beth-Ann Mark Beth-Ann Mark

Daytime: (204) 339-1724 Phone No.: (204) 339-1724

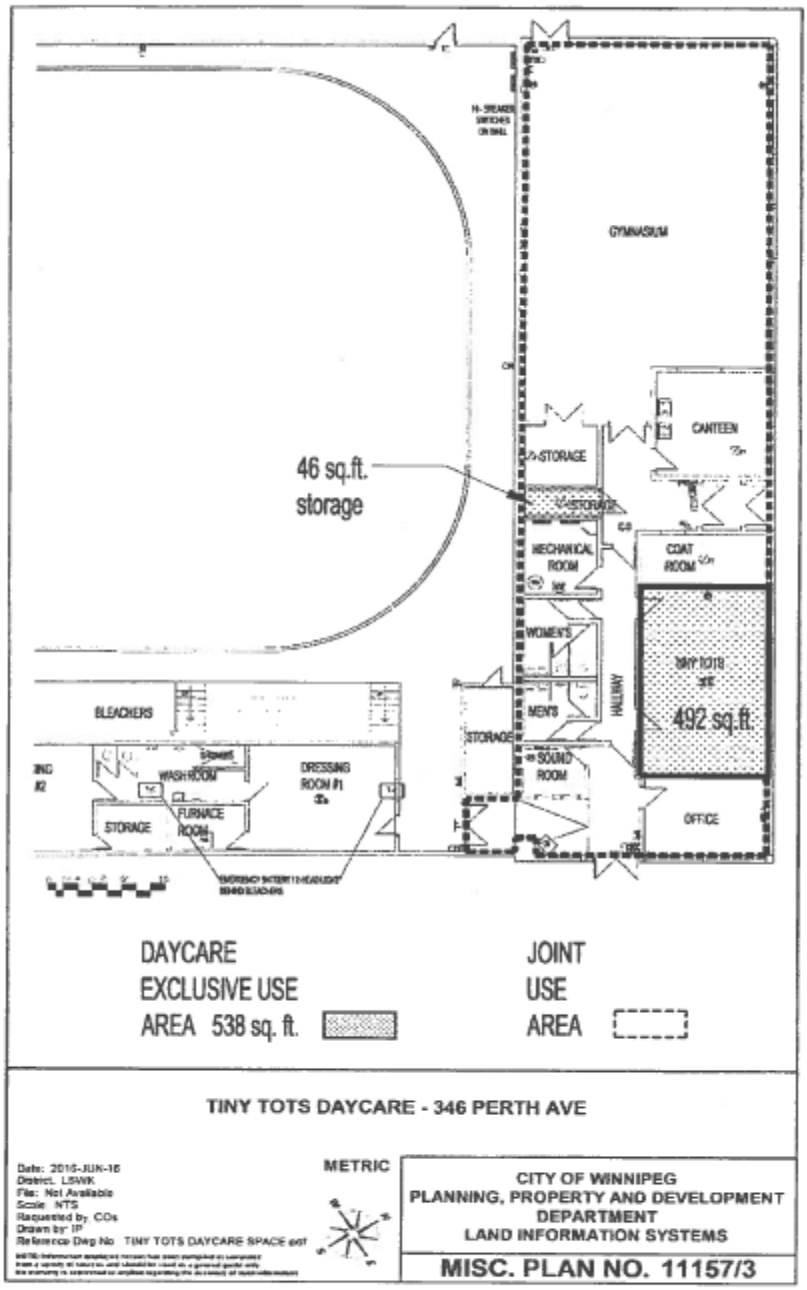
After Hours: (204) 586-1183 Phone No. (204) 586-1183

E-mail Address: westktinytots@gmail.com

Initials: BA AH


CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.
SCALE: 1:600
DATE: 01-MAY-23
DISTRICT: LSMK
ATLAS: 0143
FILE: 4518
MISC. PLAN No.: 11157/1
METRIC
CITY PROPERTY
SUBJECT CITY PROPERTY
All dimensions are approximate.
No warranty is expressed or implied
regarding the accuracy of such information
SALTER ST
PERTH AV
POWERS ST
ANDREWS ST
JEFFERSON AV
ST. ANDREW'S AVE

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GYMNASIUM
CANTEEN
STORAGE
46 sq.ft.
storage
MECHANICAL ROOM
COAT ROOM
WOMEN'S
MEN'S
HALLWAY
492 sq.ft.
BLEACHERS
WASH ROOM
DRESSING ROOM #1
STORAGE
FURNACE ROOM
STORAGE
SOUND ROOM
OFFICE
DAYCARE EXCLUSIVE USE AREA 538 sq. ft.
JOINT USE AREA
TINY TOTS DAYCARE - 346 PERTH AVE
METRIC
Date: 2016-JUN-16
District: LSWK
File: Not Available
Scale: NTS
Requested by: COs
Drawn by: IP
Reference Dwg No: TINY TOTS DAYCARE SPACE.dgn
CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT
DEPARTMENT
LAND INFORMATION SYSTEMS
MISC. PLAN NO. 11157/3

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Criteria	Pass	Fail	Comments

SCHEDULE B

Non-Monetary Grant Criteria Report

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.	✓		There is demand for child care services as the organization currently has 63 children enrolled in the 2015/2016 school year and 39 new enrollments for 2016/2017.
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.
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.	✓		West Kildonan Tiny Tots Inc. 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 West Kildonan Tiny Tots Inc. satisfies the 6 criteria required to receive a non-monetary grant from the City of Winnipeg.			