Agenda – Council – September 27, 2017

Report – Standing Policy Committee on Property and Development, Heritage and Downtown Development – September 19, 2017

Item No. 15 Lease Agreement between the Pembina Trails School Division and the City of Winnipeg for City-Owned Lands at 6363 Rannock Avenue for the Purpose of a Sports Field

STANDING COMMITTEE RECOMMENDATION:

On September 20, 2017, 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 hereto as Schedule "A", for a lease agreement in favour of the Pembina Trails School Division for the purpose of operating a sports field on City-owned lands located at 6363 Rannock Avenue and identified as "Proposed Leased Area" (hereinafter referred to as the "Leased Area") on the attached Misc. Plan No. 14977/4, be approved, subject to the following amendment:

    A. That the term of the lease identified in Schedule A, be replaced with a five (5) year term, commencing on September 20, 2017.

2. That the City enter into, execute and deliver a lease agreement with the Pembina Trails School Division and such other agreements as determined necessary by the City Solicitor / Director of Legal Services to implement the intent of the foregoing (the "Ancillary Agreements").

3. That the authority be delegated to the Chief Administrative Officer to negotiate and approve the terms and conditions of the lease agreement and the Ancillary Agreements, in accordance with this report 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 an amendment of the Joint Use Agreement between the City of Winnipeg and Assiniboine South School Division No. 3 (now the Pembina Trails School Division) dated January 25th, 1978 to remove the Leased Area from the applicability of the Joint Use Agreement be approved.

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 19, 2017

DECISION MAKING HISTORY:

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

On September 20, 2017, 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 19, 2017, the Standing Policy Committee on Property and Development, Heritage and Downtown Development concurred in the recommendation of the Winnipeg Public Service, with the following amendment:

- Add the following to recommendation 1 after "be approved":

  ", subject to the following amendment:

  A. That the term of the lease identified in Schedule A, be replaced with a five (5) year term, commencing on September 20, 2017."

and submitted the matter to the Executive Policy Committee and Council.

ADMINISTRATIVE REPORT

Title: Lease Agreement Between the Pembina Trails School Division and the City of Winnipeg for City-Owned Lands at 6363 Rannock Avenue for the Purpose of a Sports Field

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

This report requests a Lease Agreement in favour of the Pembina Trails School Division for use of City-owned land located at 6363 Rannock Avenue for the purpose of operating a sports field and requests approval to amend a Joint Use Agreement between the City and Pembina Trails School Division.

RECOMMENDATIONS

1. That the Proposed Terms and Conditions, attached hereto as Schedule "A", for a lease agreement in favour of the Pembina Trails School Division for the purpose of operating a sports field on City-owned lands located at 6363 Rannock Avenue and identified as "Proposed Leased Area" (hereinafter referred to as the "Leased Area") on the attached Misc. Plan No. 14977/4, be approved.

2. That the City enter into, execute and deliver a lease agreement with the Pembina Trails School Division and such other agreements as determined necessary by the City Solicitor / Director of Legal Services to implement the intent of the foregoing (the "Ancillary Agreements").

3. That the authority be delegated to the Chief Administrative Officer to negotiate and approve the terms and conditions of the lease agreement and the Ancillary Agreements, in accordance with this report 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 an amendment of the Joint Use Agreement between the City of Winnipeg and Assiniboine South School Division No. 3 (now the Pembina Trails School Division) dated January 25th, 1978 to remove the Leased Area from the applicability of the Joint Use Agreement be approved.

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 and right-of-way 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 the Standing Policy Committee on Property and Development, Heritage and Downtown Development 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 Pembina Trails School Division for the use of City-owned lands located at 6363 Rannock Avenue and identified as "Proposed Leased Area" on attached Misc. Plan No. 14977/4.

In regards to amendments of the Joint Use Agreement, only Council can approve amendments of the Joint Use Agreement.

IMPLICATIONS OF THE RECOMMENDATIONS

1. The Planning, Property and Development Department has determined that there are no general, policy, regulatory, environmental or human resource implications to entering into a Lease Agreement as set out in the attached Proposed Terms and Conditions attached as Schedule "A".

2. The Lease Agreement will pass all maintenance responsibilities for the field in the Leased Area from Parks and Open Spaces to the Pembina Trails School Division. This will in turn require the amendment of the Joint Use Agreement to modify current responsibilities for the maintenance of the field in the Leased Area.

HISTORY/DISCUSSION

The Leased Area is governed by a Joint Use Agreement that was signed between the Assiniboine South School Division No. 3 and the City on January 25th, 1978.

In 2002 the Assiniboine South School Division No. 3 became part of the newly created Pembina Trails School Division.

The Leased Area was primarily used by the neighboring Oak Park High School for various sporting activities, in addition to providing a home field for the school's football team.

As of 2013 the field was deemed unsafe and unsuitable for use as a football field due to poor drainage, unacceptable grading and the posts being at uneven heights.

Efforts were initiated by Oak Park alumni to recrown and rehabilitate the field. Money was procured through land dedication grants from ward councilors totaling $130,000 with the remainder being contributed by fundraising in the community. The labour used to construct the field was also donated at an estimated cost of $100,000.

In 2015 it was decided that a new lease agreement should be negotiated between Pembina Trails School Division and the City to provide clarity as to the responsibilities of each party regarding the operation of the field.

The agreement does not give Pembina Trails exclusive use of the field, as a process exists for community clubs to request access.

The Planning, Property and Development Department has negotiated proposed terms and conditions of a lease agreement in favour of the Pembina Trails School Division.

The Joint Use Agreement must be amended to omit the Leased Area from the agreement as the lease agreement will now determine factors (i.e. maintenance, usage, insurance) previously under provided under the Joint Use Agreement.

This report seeks approval of the Lease Agreement as negotiated and approval of the amendment of the Joint Use Agreement to remove the Leased Area from the applicability of the Joint Use Agreement.

A lease term with cancellation provision will allow for the Pembina Trails School Division to operate their sports field. Should the City of Winnipeg require any of the Leased Area for future purposes, the one-hundred eighty (180) day cancellation provision will permit for this.

FINANCIAL IMPACT

Financial Impact Statement

Date: August 21, 2017

Project Name:

First Year of Program **2017**

Lease Agreement Between the Pembina Trails School Division and the City of Winnipeg for City-Owned Lands at 6363 Rannock Avenue for the Purpose of a Sports Field

	2017	2018	2019	2020	2021
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	$ -	$ -	$ -	$ -	$ -
Less: Incremental Revenue/Recovery	251	251	251	251	251
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 nominal $1/annum rent + an annual $250 lease administration fee. In addition, the tenant is responsible for all operating costs including payment of municipal taxes.

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

CONSULTATION

This Report has been prepared in consultation with:

Legal Services (as to legal issues)
Risk Management (as to insurance requirements)
Parks and Open Space Division

OURWINNIPEG POLICY ALIGNMENT

01-5 – Recreation - Direction 2- Work with Community Partners to Provide Services That are Responsive to the Community`s Recreation and Leisure Needs

01-5 – Recreation - Direction 3: Directly Provide, or Facilitate Through Partnerships, Equitable Access to a Base Level of Recreation, Culture and Leisure Services for All Winnipeggers.

03-1 – Opportunity – Direction 2: Provide Equitable Access to Municipal Programs, Services and Facilities.

SUBMITTED BY

Department: Planning, Property and Development Department
Division: Municipal Accommodations
Prepared by: Nolan Winters
Date: September 8, 2017
File No: MA2017-168

O:\Reports Directive\Municipal Accommodations\Leases\2017\ MA2017-168 - Lease Agreement Btwn the Pembina Trails School Div & the City of Winnipeg for City-Owned Lands at 6363 Rannock Ave for the Purpose of a Sports Field.docx

SCHEDULE A

PROPOSED TERMS AND CONDITIONS
PEMBINA TRAILS SCHOOL DIVISION

City:	1. The City of Winnipeg ("City")
Tenant:	2. Pembina Trails School Division (the "Tenant")
Leased Area:	3. City-owned land located at 6363 Rannock Avenue as shown on the attached Misc. Plan No. 14977/4 identified as "Proposed Lease Area" (hereinafter referred to as the "Leased Area").
Primary Use:	4. For the purpose of non-profit amateur athletics and other football related activities only and not for any other purpose without prior written consent of the Director of Planning, Property and Development (hereinafter referred to as the "Director").
Term:	5. A five (5) year term, commencing on the first day of the month following approval from Council or its delegated authority.
Rent:	6. $1.00 per annum plus GST payable on the commencement date and the anniversary of the commencement date in each year of the Term thereafter.
Non-Profit Lease:	7. 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 "C" is true and accurate to the best of the Tenant's knowledge.
Renewal:	8. One (1) five (5) year option to extend on the same terms and conditions.
Admin Fee:	9. Annual fee of $250.00 plus GST payable on the commencement date and on the anniversary of the commencement date in each year of the Term thereafter.
Document	10. A one-time document preparation fee in the amount of $4,411.00 plus GST payable prior to the

Preperation Fee: commencement date and only payable in the event that the Tenant does not meet the criteria set out the Non-Monetary Grant Policy attached as Schedule "C".

Realty Taxes:

11. Tenant is responsible for 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 subject property.

12. The Tenant is entitled to make application to the City pursuant to the provisions of *The Municipal Assessment Act*, C.C.S.M. c. M226, and City of Winnipeg's Community *Groups Occupying City-Owned Facilities By-law No. 89/2005*, and if they meet the criteria set forth in the By-law and such application is granted and the resulting proposed amendment to the herein mentioned By-law is approved, the Leased Area will be exempt from real property taxes and school taxes levied by the City as of the date of such By-law approval. The By-law amendment for the Tenant was approved on April 27, 2005. In the event that the Leased Area loses its exemption thereafter from real property taxes and/or school taxes levied by the City, the Tenant shall, in accordance with the provisions of sub-paragraph (a), pay such real property taxes and/or school taxes levied by the City which are no longer exempt.

Other Fees, Licenses, Taxes etc:

13. All other license fees, business tax, levies, etc. which may be charged in respect of the use and occupation of the Leased Area.

Insurance:

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

15. 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 five million dollars ($5,000,000.00) per occurrence with a minimum of five million dollars ($5,000,000.00) general aggregate. The City shall be covered as an additional insured. Such liability policy must also contain a cross-liability

or severability of interest clause, contractual liability, injury to participants coverage, employees and students as 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, its officers, officials, employees, agents or volunteers;

16. A broad form property insurance policy for the full replacement cost insuring any contents, signage or scoreboards, and bleachers. Policy to include the City as a loss payable as their interest may appear.

17. 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.

18. All policies shall be taken out with insurers licensed to and carrying on business in the Province of Manitoba.

19. Deductibles shall be borne by the Tenant.

20. 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.

21. 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.

22. The Tenant shall file with the City an annual Certificate of Insurance in a form satisfactory to the City's Supervisor of Insurance.

23. 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:

24. Upon one hundred eighty (180) days' written notice by

either party.

Default:

25. In the event of the Tenant not complying with the terms and conditions contained in the agreement and such default continues for a period of thirty (30) days after notice to remedy such default, the agreement is subject to immediate cancellation by the Director.

Termination:

26. Upon termination or cancellation of the Lease the Tenant shall remove its property from the Leased Area and leave same 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 Leased Area at the sole risk and expense of the Tenant.

27. Notwithstanding the forfeiture or termination of this agreement in any manner herein provided for, the Tenant shall be and remain liable to the City for all payments due and obligations and liabilities incurred hereunder up to the date of such forfeitures or termination and for the fulfillment of all obligations on the part of the Tenant to be observed and performed upon after the said termination.

Assignment

or Sub-let:

28. The Tenant is not to assign or sub-let or part with possession of all or any part of the Leased Area 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.

29. 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 Five Hundred dollars ($500.00), 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.

Tenant

Improvements:

30. The Tenant will not erect or permit the erection of any building or structure whatsoever on the Leased Area, nor make any excavation therein or improvement thereon, without the prior written approval of the

Director, which may require the Tenant to submit as-built drawings for any requested improvements to the Leased Area.

31. All Tenant improvements to be performed at the sole cost, expense and effort of the Tenant, subject to prior approval by the City.

32. All leasehold improvements upon the Leased Area shall immediately become the property of the City upon completion of construction.

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

Operating Costs:

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

Development and Maintenance:

35. The development and maintenance of the Leased Area will be performed at the sole cost, expense and effort of the Tenant, including, but not limited to, obtaining all permits required to develop, occupy and utilize the Leased Area for its intended use.

36. The Tenant shall maintain the Leased Area in good and operating condition and in accordance with the attached Schedule “B”.

37. The Tenant shall maintain at its own expense the Leased Area in a safe, clean and tidy condition to the satisfaction of the City.

City Performed Maintenance:

38. The City shall maintain responsibility for the following:

- Fertilizing; and
- Aeration.

Repairs:

39. In the event that the Leased Area requires repair, the Tenant shall perform at its sole cost, expense and effort the required repairs within thirty (30) days of

written notice provided by the City.

City's Access:

40. The City shall have the right of access to the Leased Area at any time (24 hours a day, seven days a week) by its employees or other persons acting with authorization, with or without equipment:

- To view the state of repair of the leased area, and the Tenant shall repair according to notice in writing given by the City. If the Tenant fails to repair according to the notice, the City may do such work at the sole cost and expense of the Tenant; or
- For the purpose of maintaining or repairing its utilities in or near to the Leased Area at any time with or without equipment, for the purpose of renewing, altering or repairing its facilities including the right to exclude all others for as long as may be necessary to carry out such work; or
- For any other purpose, without being responsible for any damage occasioned thereby.

41. The City reserves the right for Bell MTS Inc. and Manitoba Hydro-Electric Board or other public utilities (hereinafter referred to as "Public Utilities") to enter upon the Leased Area for maintenance and/or repair of their utilities without the City and/or the Public Utilities being responsible for any damage occasioned thereby.

Conditions:

42. The Tenant takes the Leased Area on an "as is" basis.

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

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

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

In the event that the Tenant wishes to pursue sponsorship opportunities, including naming rights, for the Leased Lands, any improvements or proposed improvements thereon or in any other

way related to the Leased Lands, the Tenant is required to comply with the City's Sponsorship Policy.

46. The Tenant shall provide, if requested, a schedule of proposed activities, programs and events prior to May 1st of each year in the Term of this Agreement for and subject to the approval of the Director.

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

48. Tenant shall not file any caveat or other encumbrance against the Leased Area.

49. 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 Area for any use or purpose, nor as to any environmental conditions which may exist.

50. The Tenant shall release, 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 Area by the Tenant. This provision shall survive any termination, cancellation or expiration of this Agreement.

51. Tenant shall not release into the environment, or deposit, discharge, place or dispose of, at on, or near the premises and/or adjoining City land, any dangerous goods as that term is defined in *The Dangerous Goods Handling and Transportation Act*, C.C.S.M. c. D12, as amended, replaced or substituted from time to time.

52. The Tenant shall not disturb, remove, prune or damage a tree or shrub within the Leased Premises and/or adjacent natural area. If the Tenant has concerns over pruning or removal of a tree, shrub or habitat, the Tenant shall obtain written approval by the City Forester or designate prior to any work being conducted. The Tenant shall submit an Agreement for Contractors to Perform Arboricultural Services on

Trees Under the Control of The Urban Forestry Branch:

(http://winnipeg.ca/publicworks/parksOpenSpace/UrbanForestry/PDF/Agreement_for_Contractors_August_2016.pdf) and shall hire a qualified contractor to perform the work, if the work is approved.

53. The Tenant shall make the facility available to the City for the hosting of international, national and local sporting events upon the receipt of 90 days' written notice. During such special events, the Tenant will be unable to use the Leased Area and will not be compensated for this loss of use, nor will the lease term be extended in any way. The City will be responsible for any repairs or damages caused by such use. The City will act in good faith to accommodate the Tenant's scheduled events with the understanding that the City will incur no additional costs to do so.

54. The Tenant acknowledges and agrees to the following:

a) The Tenant agrees to accommodate the local community clubs, most notably Pembina Trails Community Club, ensuring that they have reasonable access to the field subject to the discretion of the Director. Upon request of the local community clubs, the Tenant will provide the local community clubs with contact information of a representative of the Tenant who who can schedule use of the field.

b) That the neighbouring City-owned community centre, identified as "Pembina Trails Community Centre" on Misc. Plan No. 14977/4 shall have the right to utilize the southern-most portion of the Leased Area, shown outlined in a solid pink line and identified as "Area Used by Community Centre for Snow Storage" on Misc. Plan No. 14977/4 (hereinafter referred to as the "Snow Storage Area"), for the purposes of:

- storing clean excess snow from the community centre; and
- access for maintenance equipment and vehicles seeking access to the community

centre.

c) Unless otherwise specified herein, the City will not be responsible for any damages caused to the Leased Area that arises from or that is caused by any local community club, including, but not limited to the Pembina Trails Community Centre's use of the Snow Storage Area, and all repairs shall be at the sole cost, effort and expense of the Tenant. However, if the damages caused by the Pembina Trails Community Centre's use of the Snow Storage Area is determined by the City to be a safety hazard (including, but not limited to, ruts caused by tires), the City will repair such damages in the Snow Storage Area in a method and with materials to be determined at the discretion of the Director.

55. Notwithstanding anything to the contrary contained in this Agreement, if either party hereto is bona fide delayed or hindered in or prevented from the performance of any term, covenant or act required hereunder by reason of a force majeure event, including, but not limited to: strikes; walkouts; labour troubles; industrial disturbances; inability to procure materials or services; failures, fluctuations or non-availability of electric power, heat, light, ventilation or air-conditioning; governmental laws, regulations or controls; riots; civil commotions; insurrections; sabotage; terrorism; invasion; rebellion; military or usurped power; war or warlike operations; blockades; epidemics; washouts; nuclear and radiation activity or fallout; explosions; natural disasters; acts of God; or other reason whether of a similar nature or not which is not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such term, covenant or act shall be excused for the period of the delay and the party so delayed shall be entitled to perform such term, covenant or act within the appropriate time period after the expiration of the period of such delay. The provisions of this section shall not operate to excuse Tenant from the payment of Rent/Fees in the amounts and at the times specified in this Agreement nor shall they apply so as to extend the period of time

for the Tenant to complete tenant's work or to extend the fixturing period, if any, nor shall they entitle the Tenant to compensation for any inconvenience, nuisance or discomfort thereby occasioned. The parties agree that the party claiming the benefit of a force majeure event shall inform the other party in writing promptly on learning of such delay and shall, where possible, use commercially reasonable efforts to mitigate the effect of such delay.

Other

56. 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.

57. **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.**

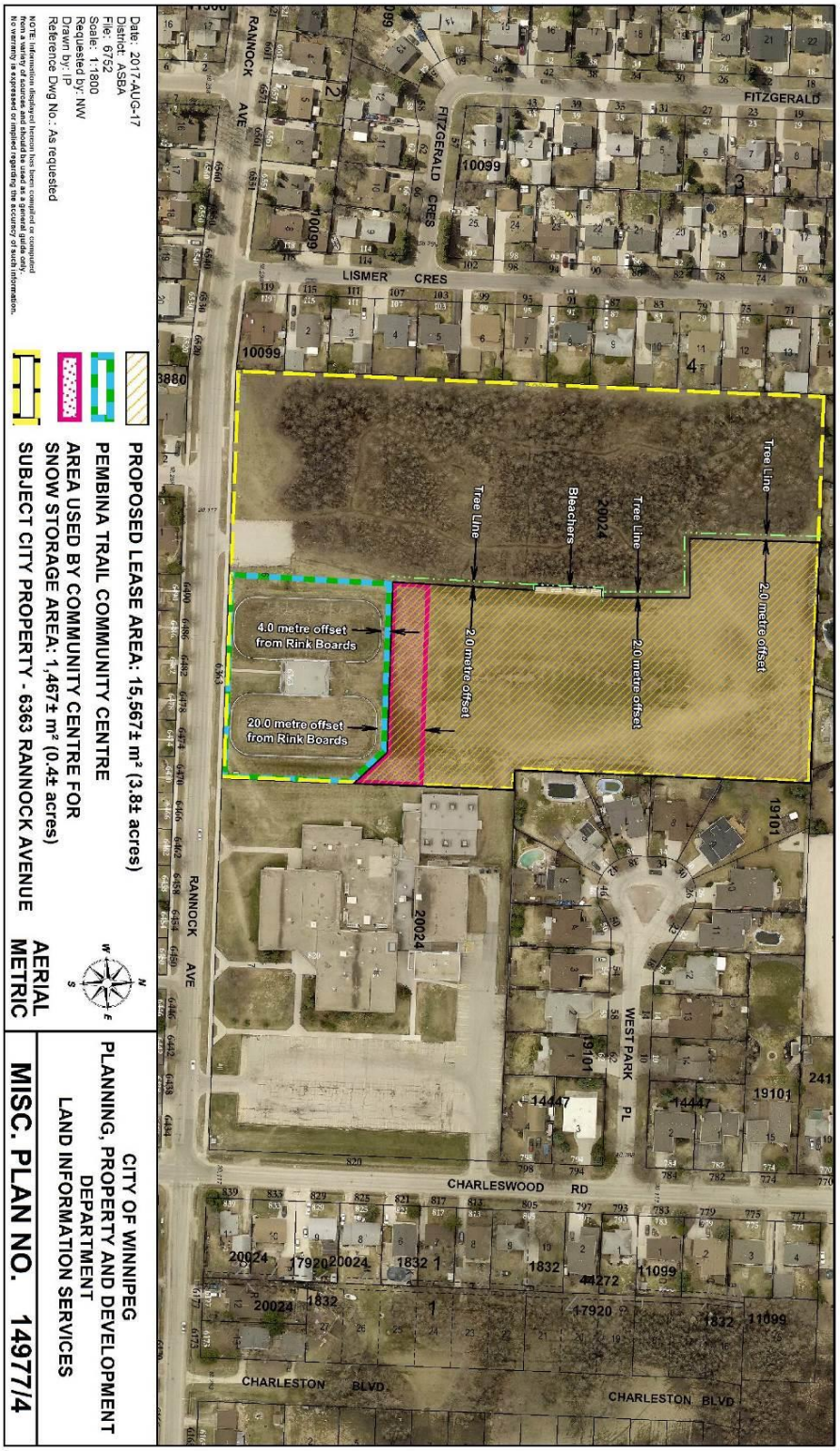
I, _____, am duly authorized to act on behalf of Pembina Trails School Division, hereby agree to enter into a lease agreement with the City of Winnipeg for the use of the property identified as "Proposed Lease Area" on the attached Misc. Plan No. 14977/4 and in accordance with the proposed terms and conditions as outlined herein.

_____ _____

Name **Date**

V:\Nolan Winters\6752 FIELD Portage Trails SD 6363 Rannock Ave\TC's Oak Park HS 6363 Rannock Ave FINAL.doc

SCHEDULE A



Date: 2017-AUG-17
District: ASBA
File: 6752
Scale: 1:1800
Requested by: NW
Drawn by: IP
Reference Dwg No.: As requested

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.

PROPOSED LEASE AREA: 15,567± m² (3.8± acres)

PEMBINA TRAIL COMMUNITY CENTRE

AREA USED BY COMMUNITY CENTRE FOR SNOW STORAGE AREA: 1,467± m² (0.4± acres)

SUBJECT CITY PROPERTY - 6363 RANNOCK AVENUE

AERIAL METRIC

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

MISC. PLAN NO. 1497/4

SCHEDULE B

SCHEDULE B

Athletic Field Maintenance Guidelines

Winnipeg

Inspection/Assessment

to be completed by Tenant unless otherwise indicated

These fields consist of 100% Kentucky Bluegrass turf or with a 15% blend of perennial ryegrass and with an independent irrigation system. These fields are located in regional sites or an athletic field complex where some passive recreational opportunities are present. These maintenance guideline refer to athletic ground turf conditions.

This activity is carried out by user groups on a regular basis and influences the frequency of tasks outlined in the quality guidelines, and cycles per year. The ongoing inspection may warrant immediate action to rectify (based on the safety hazard) or information may be prioritized with other items and addresses at a later date based on funding/need.

The Tenant is required to complete all of the activities listed below at their sole expense. Inspection records may be requested and should be made available to Parks and Open Space Management Division.

Activity	Maintenance Guidelines	Average Frequency	# of Cycles / Year
Turf Assessment	-site requirements are assessed annually primarily for extensive turf-wear in the centre portions and goal areas of the fields	2x/year (Spring and Fall)	2
Field Condition	-assessment of the general turf condition, irrigation system operation efficiency	2x/year (Weekly User Group)	2
	-rodent/pest infestation	Daily and as required	
	-surface holes, uneven surfaces		
	-temporary fencing restoration sites		
	-site inspection following heavy rain (to determine usage)		
	-foreign objects (glass, etc.)		
Park Furnishing	-permanent/temporary bleachers, goal posts and litter containers.	1x/year and as required	1
Complaint Response	-response to telephone inquiries (safety) are followed up within 24 hours	As required	
Fields Maintenance/ Rest Days	-fields are taken out of use 2 day/week, preferably 2 consecutive, in order to provide upkeep maintenance tasks	Where possible	
Communication Re: Bookings	-scheduled use of fields to be submitted to City of Winnipeg Parks and Open Space prior to beginning of each season	1x /year	1

Athletic Field Maintenance Guidelines

Turf Maintenance

to be completed by Tenant unless otherwise indicated

Turf will be maintained in a vigorous, healthy condition to a height of 2-3" (50-76mm), relatively disease and weed free, with few bare patches, ruts, site compaction or other evidence of soil disturbance or erosion. Turf shall have a uniform even-colour appearance.

Activity	Maintenance Guidelines	Average Frequency	# of Cycles / Year
Mowing	-2-3 inch (50-76mm) height of cut	1 x / 7 days	Up to 30
	-uniform height of cut		
	-no scalped turf		
	-no missed areas		
	-no mechanical damage to trees, shrubs or park furnishings		
Trimming	-trimming shall be in conjunction with machine mowing	1 x / 10 days	Up to 20
	-no scalped turf		
	-no missed areas		
	-no damage to trees, shrubs or park furnishings		
Irrigation	-turf will receive 1" (25mm) of water per week; irrigation will be applied only to compensate for deficiencies in natural precipitation or during field renovations	As required	
	-no standing water		
	-uniform coverage		
Fertilizing	-Tenant to arrange fertilizing schedule with City of Winnipeg, Centralized Park Services (CPS) post annual spring inspection test	1x/year	1
	-CPS to complete Fertilizing program as required, or if requested; Tenant can engage outside supplied provided methods and materials are reviewed and approved by City of Winnipeg, Centralized Park Services	Minimum 1x/year	1
Aerating	-Tenant to arrange Aeration Schedule with City of Winnipeg Centralized Park Services	Minimum 1x/year	1
	-fields aerated during the growing season by Centralized Park Services or by others as reviewed and approved by City of Winnipeg CPS		
	-clean-up aerated area as recommended		
Sweeping	-grass clippings will be swept when they cause an appearance problem or inhibit turf growth	As required	
General Turf Renovations	-apply 1/4 inch (6.25mm) topsoil to damaged areas in an even and consistent level of application	As required (spring & when necessary)	1
	-establishment of turf should be compatible with the surrounding area		
	-apply sod/seed as per City specifications Sod Spec CW3510		
Uneven Surfaces/Holes	-turf areas are checked and repaired to ensure a safe playing surface	As required	
Over Seeding and Top Dressing	-fields are over seeded: Spec. CW3520-R4 in the spring or fall; top dress as per Soil Spec CW3540	As required	
	-fields are top dressed by Centralized Park Services (CPS) or by others as reviewed and approved by City of Winnipeg, CPS		
Pest/Rodent Control	-rodent control will be provided by City of Winnipeg - Contact Insect Control Branch	As required	
	-City of Winnipeg will determine what if any measures need to be implemented		
	-pest/rodent control in some areas may be limited by program resources of City of Winnipeg		
Equipment	-perform pre-operation check on equipment/vehicle; refuel as required	As required	
	-change appropriate equipment/vehicle fluids as directed		
	-maintain acceptable standards while equipment/vehicle in operation		
	-at end of task or work day perform required maintenance, refuel, wash and clean equipment/vehicle of all debris		
	-ensure all cutting chains/blades are sharp and in optimum operating condition		
	-ensure all protective gear/clothing and safety equipment is in use		
Litter Control	-hazardous items such as broken glass plus accumulations of paper, rocks, wood and other debris will be picked up	As required	
	-contact City of Winnipeg to pick up and remove needles and sharps		
Turf Control	-vehicle or vandal damage to turf will be addressed within a reasonable period by Tenant	As required	
Field Rest Days	-fields are taken out of use 2 days per week, preferably consecutive days in order to provide time for upkeep maintenance tasks	Where possible	40

SCHEDULE B

Athletic Field Maintenance Guidelines

Winnipeg

Miscellaneous Open Space Maintenance

to be completed by Tenant unless otherwise indicated

All park buildings, equipment, signage, park furnishings and special features will be maintained in a safe and functional condition to enhance the overall image of the parks and open space environment and to ensure safety to users and visitors.

Activity	Maintenance Guidelines	Average Frequency	# of Cycles / Year
Litter Pick-up	-garbage receptacles and litter, especially hazardous items such as broken glass, etc. will be removed daily from April to October	1 x/7 days (Apr-Sept) As required (Oct-Mar)	
Spring/Fall Clean-up	-accumulations of leaves, rocks and other debris shall be removed	2 x/year	2
Park Furnishings and Field Components	-park furnishings and features are to be kept clean, painted and functional on a scheduled basis	As required	
	-goal posts are to be kept painted, functional and securely fastened		
	-bleachers, wooden park benches, picnic tables: City of Winnipeg will replace boards as required		
Lighting	-a systematic inspection of lighting, monitored at night will be done	As required	
	-repair work is done by work order to the Municipal Accommodations Division and is the responsibility of the Tenant including sport, parking lot, building and pathway lighting		
Flood Control	-flood events addressed within 48 hours of their occurrence; City of Winnipeg is not responsible for Tenant's loss or damaged equipment due to flooding or high water	As required	
Signage	-all broken, defaced or otherwise damaged signs and posts shall be replaced or repaired as soon as possible	As required	
Fencing/Ball Diamond Backstops	-chain link/post and chain bollards or wooden fences shall be repaired or replaced when breakage and/or damage occurs	As required	
	-ensure all posts are protected from the elements by applying exterior paint/stain as required		
Line Marking	-to be completed twice a year or as required	2 x/year	2
Vandalism	-willful damage, arson, graffiti and structural damage shall be addressed immediately by Tenant, with major graffiti being referred to the City's removal program (T.A.G)	As required	
Opening/Closing Facilities	-connect/disconnect water services - Tenant to arrange with City of Winnipeg, Municipal Accommodations Division	2 x/year	2
	-blow all water lines (non-heated facilities) - Tenant to arrange with Parks and Open Space for winterizing all irrigation lines/heads		
	-turn heat down to 10°C		
	-install/remove structure protections (shutters, etc.)		
	-perform required clean-up		
	-inspect for deficiency/damage and report		
Janitorial Services	-all buildings with public access are to be clean, functional and stocked with necessary supplies	7x/week	Up to 120

SCHEDULE B

Athletic Field Maintenance Guidelines

Aggregate and Hard Surface Areas

to be completed by Tenant unless otherwise indicated

All surface areas including walkways, pathways, roadways and parking lots such as asphalt, concrete, decorative brick, crushed limestone, etc. will be maintained in a safe and functional condition to ensure a high level of visitor and employee satisfaction.

Activity	Maintenance Guidelines	Average Frequency	# of Cycles / Year
Inspect and Cleaning	-inspected daily and litter picked up daily	7 x/week	150
	-some hard surface areas may only receive seasonal maintenance		
	-remove loose aggregate materials from hard surface		
Herbicides	-see City of Winnipeg Weed Control Standards and Procedures and contact IPM for scheduled maintenance or approval of others to complete scheduled maintenance of hard surfacing including parking lots	As required	
Gravel of Asphalt Repairs	-asphalt repairs to be undertaken to seal any surface cracks	As required, spring and fall	2
	-parking lot drainage to be maintained and catch basin or ditches to be kept clear of debris and maintained in working condition		
Lighting	-parking lot lighting to be maintained by Tenant	As required	
Weeding/Leveling/ Raking	-restore and repair surface to original grade specifications	As required	
Snow Clearing/ De-icing	-snow clearing and removal the responsibility of the Tenant during operations	As required	
Minor Repairs/ Replenish	-grading and gravel to be responsibility of the Tenant	As required	

SCHEDULE C

Criteria for Consideration of Non-Monetary Grant

Organization: Pembina Trails School Division
Contact Person: John Karras
Address: 181 Henlow Bay
Phone Number: 204-488-1767 ext. 1135
Email: jkarras@pembinatrails.ca

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.

   The Lessee is a school division operated as a non-profit organization.

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

   The leased area is a sports field, to be used for football in addition to several other activities.

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

   Oak Park school has been without a serviceable field for several years and this upgrade will help alleviate this shortcoming.

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

   The field will be utilized by all students of Oak Park High School, and the local community will have access as well as to the discretion of the Director of Public Works.

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

   No fees will be charged to access the field.

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.

The construction is being funded by the School Division, allocations made by the Ward Councillor as well privately donated funds. All further maintenance of the field is the responsibility of the Division.