Minutes – Executive Policy Committee – October 18, 2017

Report – Standing Policy Committee on Property and Development, Heritage and Downtown Development – October 10, 2017

Item No. 7 Land Exchange and Lease Agreement between the City of Winnipeg and Louis Riel School Division to Support the St. Vital Memorial Park Redevelopment and YM-YWCA Expansion Project Located at 5 Fermor Avenue

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

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 Item No. 20 of the Report of the Standing Policy Committee on Property and Development - June 6, 2006, as adopted by Council on June 28, 2006 be amended as follows:

    A. That all references to Misc. Plan No. 12274 be replaced with Misc. Plan No. 12274/7 attached hereto as Schedule 'A';

2. That subject to the approval of Recommendation #1 above, Council approve the following:

    A. That the City enter into, execute and deliver:

        i) a Land Exchange Agreement with the Louis Riel School Division for the land identified on Misc. Plan No. 12274/7;

        ii) a Lease Amending Agreement with the YM-YWCA for the property identified as "Total Lease Area: 5,993+" on Misc. Plan 12839/8 for the purposes of a recreation facility ;

        iii) a Lease Agreement with the Louis Riel School Division for the property identified as "Leased Lands to LRSD" on Misc. Plan 12839/7 for the purposes of a non-profit beach volley ball court and in accordance with the terms and conditions attached hereto as Schedule "C";

        iv) 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").

Report – Standing Policy Committee on Property and Development, Heritage and Downtown Development – October 10, 2017

3. That authority be delegated to the Chief Administrative Officer to negotiate and approve the final terms and conditions of the Land Exchange Agreement, Lease Amending Agreement, Lease Agreement and any Ancillary Agreements, in accordance with this report and such other terms and conditions deemed necessary by the Director of Legal Services and City Solicitor to protect the interests of the City.

4. 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 – October 10, 2017

DECISION MAKING HISTORY:

Moved by Councillor Orlikow,

That the recommendation of the Standing Policy Committee on Property and Development, Heritage and Downtown Development be concurred in and forwarded to Council.

Carried

STANDING COMMITTEE RECOMMENDATION:

On October 10, 2017, 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: Land Exchange and Lease Agreement between the City of Winnipeg and Louis Riel School Division to Support the St. Vital Memorial Park Redevelopment and YM-YWCA Expansion Project Located at 5 Fermor Avenue

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

AUTHORIZATION

Author	Department Head	CFO	CAO
M. Pittet	J. Kiernan	B. D'Avignon A/CFO	M. Jack A/CAO

EXECUTIVE SUMMARY

Renovations for the expansion of the YM-YWCA building on to the Louis Riel School Division Lands are now complete, and approval by Council will enable the transaction for the legal exchange of lands between the City of Winnipeg and the Louis Riel School Division to be concluded.

The defined area requirements for the land exchange have changed as a result of the completed building expansion, and demonstrated by the most recent survey conducted, the original Misc. Plan No. 12274 that was approved by Council back on June 28, 2006 no longer represents the required land areas to be exchanged. In order to gain Council approval for the amended defined areas of land to be exchanged, based on the new survey that was completed, a new Misc. Plan No. 12274/7 was created to identify these areas and facilitate the accurate exchange of lands.

RECOMMENDATIONS

1. That Item No. 20 of the Report of the Standing Policy Committee on Property and Development - June 6, 2006, as adopted by Council on June 28, 2006 be amended as follows:
   A. That all references to Misc. Plan No. 12274 be replaced with Misc. Plan No. 12274/7 attached hereto as Schedule 'A';

2. That subject to the approval of Recommendation #1 above, Council approve the following:
   A. That the City enter into, execute and deliver:
      i) a Land Exchange Agreement with the Louis Riel School Division for the land identified on Misc. Plan No. 12274/7;

ii) a Lease Amending Agreement with the YM-YWCA for the property identified as "Total Lease Area: 5,993+" on Misc. Plan 12839/8 for the purposes of a recreation facility ;
iii) a Lease Agreement with the Louis Riel School Division for the property identified as "Leased Lands to LRSD" on Misc. Plan 12839/7 for the purposes of a non-profit beach volley ball court and in accordance with the terms and conditions attached hereto as Schedule "C";
iv) 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 authority be delegated to the Chief Administrative Officer to negotiate and approve the final terms and conditions of the Land Exchange Agreement, Lease Amending Agreement, Lease Agreement and any Ancillary Agreements, in accordance with this report and such other terms and conditions deemed necessary by the Director of Legal Services and City Solicitor to protect the interests of the City.

4. 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

Council approval is required to enter into a Land Exchange Agreement with the adjacent property owner and to approve the amended defined land requirement areas originally shown on Misc. Plan 12274 that was approved by Council in the report dated June 28, 2006.

IMPLICATIONS OF THE RECOMMENDATIONS

There are no regulatory or human resource implications associated with this report.

Renovations for the expansion of the YM-YWCA on to the Louis Riel School Division Lands are now complete and approval by Council will enable the transaction for the Legal exchange of lands to proceed.

The proposed acquisition and sale of lands is in accordance with the "Offer to Purchase City-owned Property Policy" where the Department may act on unsolicited Offers for City-owned property that involves an exchange of land, where the privately owned land is required by a City Department for public use or to facilitate a Council approved land acquisition program, subject to the City-owned land being declared surplus.

HISTORY/DISCUSSION

In 2006, Council approved a report regarding the exchange of land between the Louis Riel School Division and the City of Winnipeg to accommodate the YM-YWCA's expansion of their building located on Fermor Avenue. The exchange of land between the City of Winnipeg and the Louis Riel School Division was identified on Misc. Plan No. 12274, and the terms and conditions were outlined under Schedule 'A' attached to the report.

Renovations for the YM-YWCA building were completed by 2009. The YM-YWCA building now extends onto the Louis Riel School Division Lands. A formal Land Exchange Agreement between the City of Winnipeg and the Louis Riel School Division is required to formalize the transfer of lands, so that the City may include the YM-YWCA's building expansion area under the lease agreement that currently exists between the City and the YM-YWCA for these lands.

The Public Service has concluded its negotiations for the proposed land exchange, lease and sale of lands with the Louis Riel School Division. Louis Riel School Division has agreed to the land exchange price of $1.00 and has agreed to the terms and conditions as outlined in the attached Schedule 'A' to the previous report adopted by Council on June 28, 2006.

The Public Service is recommending approval of the proposed transaction with Louis Riel School Division, on the terms and conditions previously approved by Council on June 28, 2006.

The Ward Councillor was consulted with the intentions of this report.

FINANCIAL IMPACT

Financial Impact Statement

Date: September 11, 2017

Project Name:

First Year of Program 2017

Proposed Land Exchange and Lease Agreement between the City of Winnipeg and Louis Riel School Division to Support the St. Vital Memorial Park Redevelopment and YM-YWCA Expansion Project Located at 5 Fermor Avenue

	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 $1/annum nominal rent plus an annual admin fee of $250 to be paid by LRSD. Municipal property taxes and other fees are not material and have been excluded from this analysis.

"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
Public Works Department
Ward Councillor

OURWINNIPEG POLICY ALIGNMENT

Section 01-5- Recreation

Direction 2: Work with community partners to provide services that are responsive to the community's recreation and leisure needs.

SUBMITTED BY

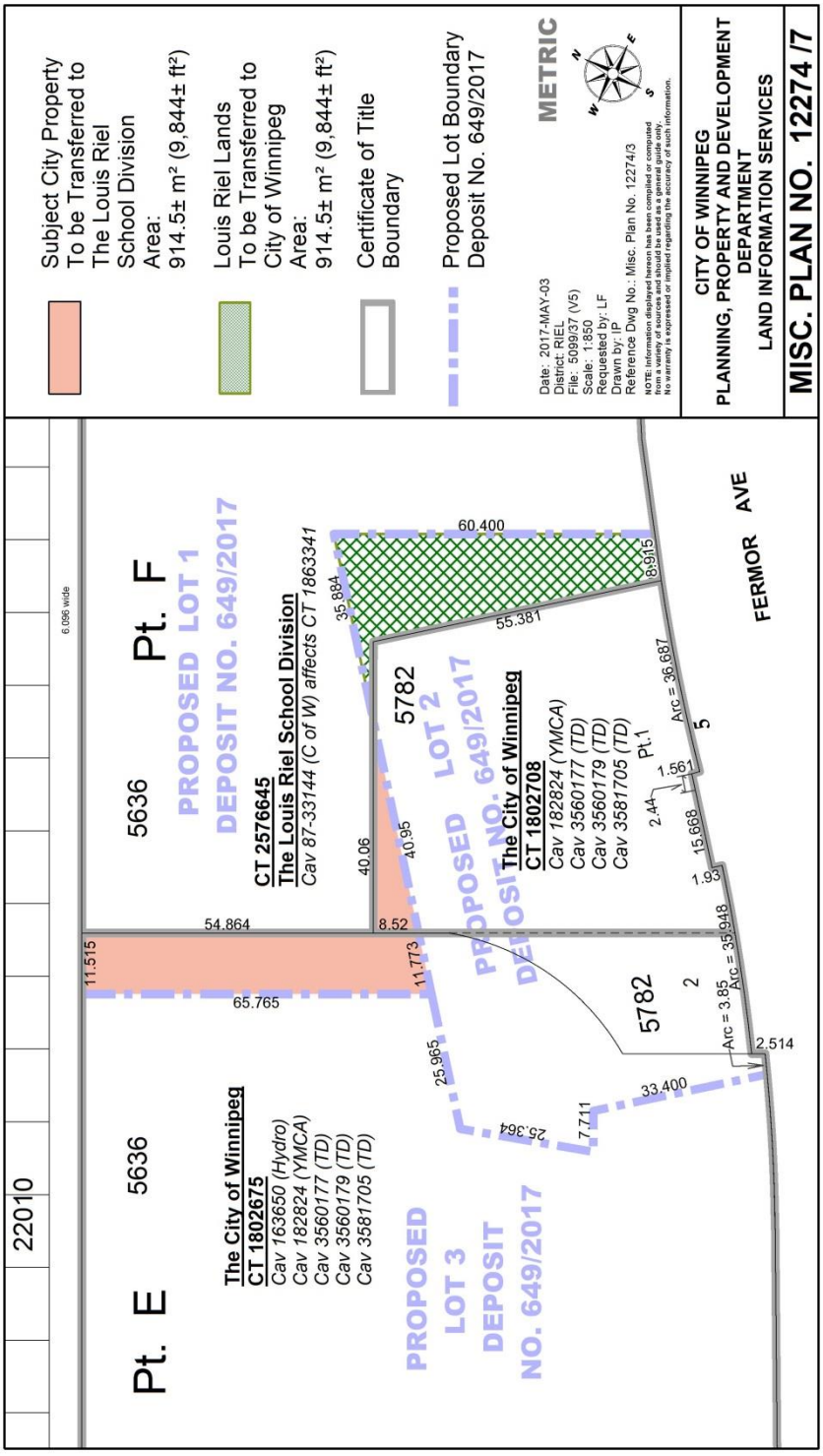
Department: Planning, Property and Development
Division: Real Estate and Land Development
Prepared by: Real Estate Officer/Leah Furedi & Property Administrator/Charles Osondu
Date: Sept 12, 2017
File No: 5099/37 (V5)

Attachments:

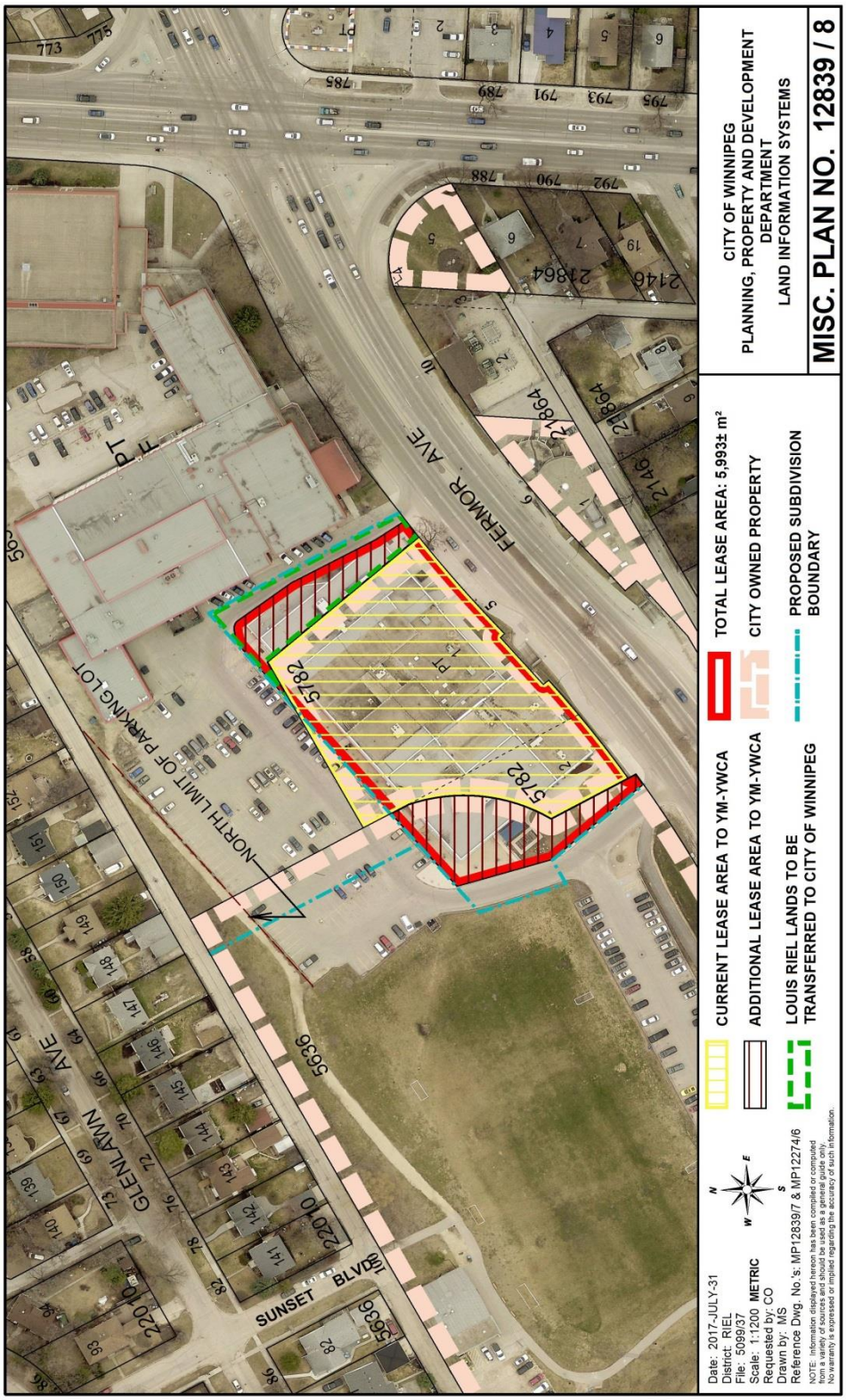
Schedule 'A' MP 12274/7
Schedule 'B' MP 12839/8
Schedule 'C' Proposed Terms and Conditions

o:\reports directive\real estate\sales\(lf) report land exchange between cow and louis riel school division to support the yw-ymca expansion project 08 29 2017.docx

SCHEDULE 'A'


Subject City Property
To be Transferred to
The Louis Riel
School Division
Area:
914.5± m² (9,844± ft²)
Louis Riel Lands
To be Transferred to
City of Winnipeg
Area:
914.5± m² (9,844± ft²)
Certificate of Title
Boundary
Proposed Lot Boundary
Deposit No. 649/2017
METRIC
Date: 2017-MAY-03
District: RIEL
File : 5099/37 (V5)
Scale: 1:650
Requested by: LF
Drawn by: IP
Reference Dwg No.: Misc. Plan No. 12274/3
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 SERVICES
MISC. PLAN NO. 12274 /7
22010
6.096 wide
Pt. E
5636
The City of Winnipeg
CT 1802675
Cav 163650 (Hydro)
Cav 182824 (YMCA)
Cav 3560177 (TD)
Cav 3560179 (TD)
Cav 3581705 (TD)
PROPOSED LOT 3 DEPOSIT NO. 649/2017
Pt. F
5636
PROPOSED LOT 1 DEPOSIT NO. 649/2017
CT 2576645
The Louis Riel School Division
Cav 87-33144 (C of W) affects CT 1863341
PROPOSED LOT 2 DEPOSIT NO. 649/2017
5782
The City of Winnipeg
CT 1802708
Cav 182824 (YMCA)
Cav 3560177 (TD)
Cav 3560179 (TD)
Cav 3581705 (TD)
Pt.1
5782
2
5
FERMOR AVE
11.515
65.765
54.864
8.52
11.773
40.06
40.95
35.884
60.400
8.915
55.381
Arc = 36.687
1.561
2.44
15.668
1.93
Arc = 35.948
Arc = 3.85
2.514
25.965
25.364
7.711
33.400

SCHEDULE 'B'



CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPARTMENT
LAND INFORMATION SYSTEMS
MISC. PLAN NO. 12839 / 8
TOTAL LEASE AREA: 5,993± m²
CITY OWNED PROPERTY
PROPOSED SUBDIVISION BOUNDARY
CURRENT LEASE AREA TO YM-YWCA
ADDITIONAL LEASE AREA TO YM-YWCA
LOUIS RIEL LANDS TO BE TRANSFERRED TO CITY OF WINNIPEG
Date: 2017-JULY-31
District: RIEL
File: 5099/37
Scale: 1:1200 METRIC
Requested by: CO
Drawn by: MS
Reference Dwg. No.'s: MP12839/7 & MP12274/6
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.
FERMOR AVE
NORTH LIMIT OF PARKING LOT
GLENLAWN AVE
SUNSET BLVD
5782
5636
22010
21864
2146

SCHEDULE 'C'

PROPOSED TERMS AND CONDITONS
100 SUNSET BLVD.

Owner:	1. The City of Winnipeg (the "City")
Tenant:	2. Louis Riel School Division (the "Tenant")
Leased Lands:	3. Identified as **"LEASED LANDS TO LRSD"** on attached Misc. Plan No. 12839/7 attached hereto as Schedule "B" (hereinafter called the "Leased Lands").
Primary Use:	4. For the purpose of operating a non-profit beach volley ball and long jump facility only and not for any other purpose except with the prior written consent of the City's Director of the Planning, Property and Development Department ("Director").
Initial Term:	5. Five (5) year term commencing on the first day of the month following approval from Council or its delegated authority.
Rent:	6. One Dollar ($1.00) plus GST per annum.
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.
Extension Option:	8. Three (3), Five (5) year option to extend at the same terms and conditions.
Admin Fee:	9. Annual fee of $250.00 plus GST.
Document Preparation Fee:	10. A one-time Document Preparation Fee in the amount of $4,411.00 plus GST payable within 30 days of the approval of these terms and conditions and only payable in the event that the Tenant does not meet the criteria set out in the Non-Monetary Grant Policy attached as Schedule "C".
Municipal Taxes:	11. The Tenant shall pay to the local taxing authority all property taxes, municipal taxes, school taxes, local

Initials

improvements taxes, etc. which may be charged in respect of the use and occupation of the Leased Lands and which shall be billed directly to the Tenant.

12. 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 By-law No. 89/2005*. If the application is granted and the resulting amendment to the By-law is approved, the Leased Lands 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 Tenant 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.:

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

Insurance:

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

(a) Commercial general liability insurance including but not limited to protection for claims of bodily injury and property damage, personal and advertising injury liability and product and completed operations liability in the inclusive amount of at least two million dollars ($2,000,000.00) per occurrence with a minimum 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, injury to participants coverage, employees and students 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.

Initials

(b) A broad form property insurance policy, for the full replacement cost insuring all contents, mobile equipment, signage or scoreboards, bleachers, if any, and tenant's improvements; Policy to include the City as a Loss Payable with respect to their interest;

15. 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 dollars ($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;

16. 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 or by those for whom the City, is, in law, responsible;

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

18. All applicable deductibles shall be borne by the Tenant;

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

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

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

22. The City shall have the right to alter the limits and/or

Initials

coverages as reasonably required from time to time during the continuance to this Lease Agreement and for any subsequent renewals thereof, provided that the City shall give the Tenant reasonable notice and shall request reasonable change.

23. Should the Tenant, during the term of this Lease Agreement, apply to the City's Director of Public Works (herein called the "Director") and receive approval for an addition and/or renovations to the existing structure(s) they are required to provide and maintain or ensure that all contractors provide and maintain the following insurance until total performance of the project:

    - Builder's Risk insurance in an amount of 100% of the total project cost with the Tenant and City added as a Named Insured;

    - Wrap up liability in an amount of no less than two million dollars $2,000,000 inclusive per occurrence limit for bodily injury, property damage, damage to existing structure and products and completed operations. The policy shall name the contractor, subcontractors, Tenant and City as named insureds;

Cancellation:

24. 180 days' written notice by either party, or immediately upon the Tenant being in default of the proposed terms and conditions of the Lease Agreement.

Conditions:

25. The Tenant takes the Leased Lands on an "as is" basis.

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

27. The Tenant will maintain at its own expense the Leased Lands in a safe, clean and tidy condition to the satisfaction of the Directors of Public Works.

28. Unless otherwise specified herein, the Tenant will pay all operating costs for the Leased Lands,

Initials

including but not limited to, utilities (including electricity and gas), janitorial service, security, garbage removal, snow removal, and general maintenance of the Leased Lands and operating equipment.

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

30. The Tenant will 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 Lands by the Tenant. This provision shall survive any termination or expiration of this Agreement.

31. If in the future the City determines that the Leased Lands is surplus to its needs and available for sale, the Tenant will be so advised.

32. The Tenant shall provide, on an annual basis on the anniversary of the commencement date of the lease, copies of all relevant inspections/reports/etc. (i.e. estimated expenditures, audit/financial statements).

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

34. The Tenant shall not place any signage or advertising on, in or near the Lands without prior written approval of the City.

35. In the event that the Tenant wishes to pursue sponsorship opportunities for the Leased Lands, any improvements or proposed improvements thereon or in any other way related to the Leased Lands, the Tenant will comply with the City's Sponsorship Policy.

Initials

36. 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.

37. The Tenant shall not file any caveat or other encumbrance against the Leased Lands without receiving approval of the Director.

38. The Tenant shall not release into the environment, or deposit, discharge, place or dispose of, at, on or near the Leased Lands 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.

39. Notwithstanding anything to the contrary contained in this term sheet, 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 term sheet, 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 term sheet nor shall they apply so as to

Initials

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.

Development and Maintenance:

40. All Tenant improvements, development, construction and maintenance of the Leased Lands 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 Lands for its intended use. All improvements, development and construction are subject to the prior written approval of the Director.

Repairs:

41. All maintenance and repair costs associated with the use and operation of the Leased Lands shall be the sole responsibility of the Tenant.

42. The Tenant shall comply with any written notice from the City to repair the Leased Lands at the Tenant's sole cost, expense and effort within thirty (30) days of receiving such notice.

43. The Tenant will not erect or permit the erection of any building or structure whatsoever on the Leased Lands, nor make any excavation therein or improvement thereon, without the written authority of the Director.

Buildings:

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

City's Access:

45. The City shall have the right of access to the Leased Lands upon giving twenty-four (24) hours' notice, unless under emergency conditions, in which case no notice shall be required by its employees or other persons acting with authorization, with or without equipment for any purpose whatsoever, including, but not limited to, those purposes related to viewing the state of repair, safety, protection, preservation or improvement of the Leased Lands, and for doing any work to maintain, operate, repair, inspect or rehabilitate its existing water mains,

Initials

sewer lines and appurtenances in or near to the Leased Lands, without being responsible for any damage occasioned thereby.

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

Assignment or Sub-let:

47. The Tenant is not to assign or sub-let or part with possession of all or any part of the Leased Lands 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;

48. And further the Tenant acknowledges and agrees that, 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 dollars ($250.00), 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.

49. 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:

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

51. 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

Initials

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 after the said termination.

Other:

52. Provided that the City provides at least 90 days' written notice, the City shall be provided with unfettered access and possession of the Leased Lands at any time during the Term of this Lease for the purpose of hosting a Local, National or International Sporting Event activity without any compensation to the Tenant.

53. 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 Director of Legal Services deems necessary and in a form satisfactory to the Director of Legal Services.

54. 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

Louis Riel School Division, hereby agree to enter into a lease agreement for the use of the property identified as **"LEASED LANDS TO LRSD"** on attached Misc. Plan No. 12839/7 with the City of Winnipeg in accordance with the terms and conditions as outlined herein.

Per: _____
Name: MARNI KELLY
Title: ASSISTANT SECRETARY-TREASURER

I am authorized to bind Louis Riel School Division

AUGUST 15, 2017
Date

Per: _____
Name: SUSAN POHER

Initials

Title: ADMIN. ASSISTANT

I am authorized to bind Louis Riel School Division

AUGUST 15, 2017
Date

Please provide the following tenant contact information:

Contact Person: CHARLIE ROBERT

Daytime: 204-257-7827 Phone No.:_____

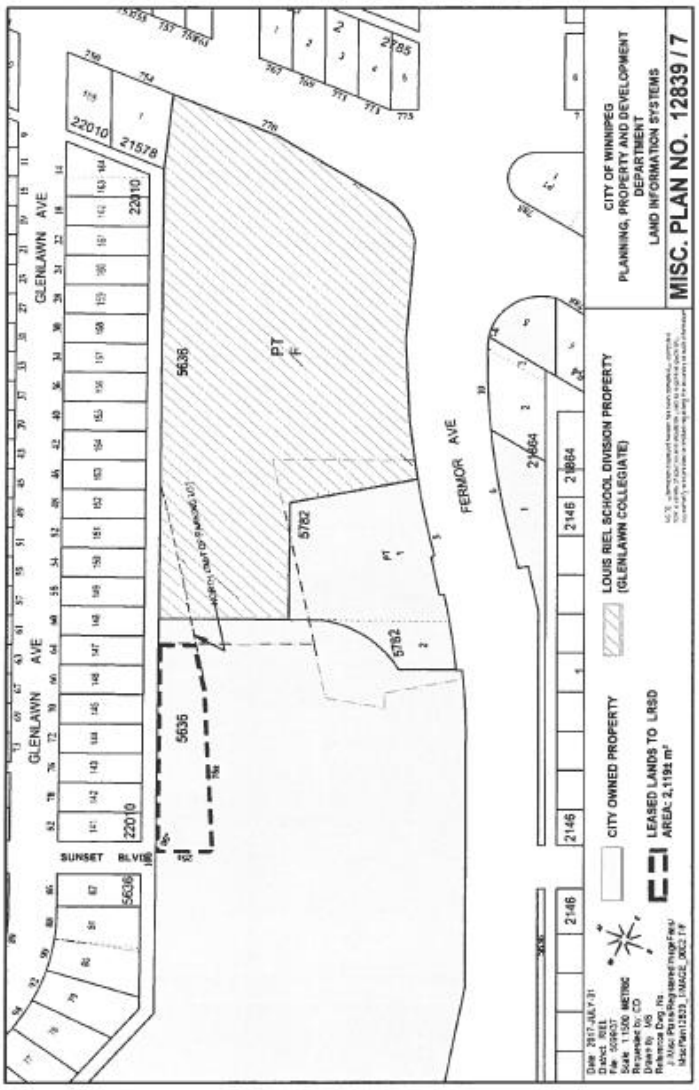
After Hours: _____ Phone No.:_____

E-mail Address: charles.robert@lrsd.net
(LRSD)

V:\Charles Osondu\5000-37 100Sunset Blvd\Louis Riel School Division\Proposed Terms and Conditions.docx

Initials

SCHEDULE B



Initials

SCHEDULE C

Non-Monetary Grant Criteria Report

Criteria	Pass	Fail	Comments
1. The organization must provide a facility operated in its entirety by a non-profit organization for non-profit uses.	✓		The Lessee is a school division operating as a non-profit organization
2. The organization must provide for activities which are compatible with City's needs.	✓		The Memorial Park Beach Volleyball & Long Jump Pit is compatible with City needs and would be managed and maintained by the School Division
3. The organization must provide facilities for which there is a current and projected need in that location.	✓		The School Division currently rents out its school facilities to the community for recreational purposes and issues permits for those purposes. The beach volleyball and long jump pit will allow similar activities, for which there is a need within the community.
4. The organization must provide reasonable access to all Winnipeg residents without discrimination.	✓		The School Division allows all members of the public to access its facilities on a first come first served basis for a minimal charge.
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 are charged to recover costs for custodial and maintenance services. Permit fees are at comparable rates in the ranging from $1 to $5.
6. The organizations must provide evidence of available funding and commitment to complete the project and assurance that no ongoing operating subsidies from the City will be required over the life of the development.	✓		The School Division will factor the maintenance costs of the Volleyball & Long Jump Pit into its annual budgeting process. No subsidies/funding will be required from the City.
General Comments: The Property Management Branch has concluded that Louis Riel School Division satisfies the 6 criteria required to receive a non-monetary grant from the City of Winnipeg.			