Minutes – Executive Policy Committee – February 18, 2025

Report – Standing Policy Committee on Property and Development – February 6, 2025

Item No. 1 Proposed Lease Agreement between St. Boniface Golf Club Limited and the City of Winnipeg at 100 Youville Street (St. Boniface Ward)

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

The Executive Policy Committee concurred in the recommendation of the Standing Policy Committee on Property and Development and submitted the following to Council:

1. That, subject to the approval of two-thirds of all Council members (pursuant to subsection 205(2) of The City of Winnipeg Charter), the proposed Terms and Conditions for a Lease Agreement between the City of Winnipeg and St. Boniface Golf Club Limited located at 100 Youville Street, shown as "Leased Area: 124.4+/- acres" on Misc. Plan No. 8758/3 and attached hereto as Schedule A, be approved.

2. That the City enter into, execute and deliver a Lease Agreement with St. Boniface Golf Club Limited 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 Proper Officers of the City be authorized to do all things necessary to implement the intent of the foregoing.

Minutes – Executive Policy Committee – February 18, 2025

Report – Standing Policy Committee on Property and Development – February 6, 2025

DECISION MAKING HISTORY:

Moved by Councillor Duncan,

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

Carried

STANDING COMMITTEE RECOMMENDATION:

On February 6, 2025, the Standing Policy Committee on Property and 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 between St. Boniface Golf Club Limited and the City of Winnipeg at 100 Youville Street

Critical Path: Standing Policy Committee on Property and Development – Executive Policy Committee - Council

AUTHORIZATION

Author	Department Head	CFO	CAO
M. Pittet	M. Pittet (Acting)	T. Graham	S. Armbruster, Interim CAO

EXECUTIVE SUMMARY

The Public Service has negotiated the terms for a lease with St. Boniface Golf Club Limited ("the Golf Club"). The Golf Club will operate, manage, and maintain the City property located at 100 Youville Street. The golf course area and boundaries are shown in Schedule A.

The existing Lease Agreement with the Golf Club expires December 31, 2025. The Public Service has proposed a new 25-year lease, with a January 1, 2025, start date. The 25-year lease will help the Golf Club secure financing for improvements.

In addition to annual rent outlined in Schedule B, the Golf Club will be responsible for all expenses related to operating and maintaining the Leased Area.

The Ward Councillor has been notified and concurs with the intentions of the Public Service.

RECOMMENDATIONS

1. That, subject to the approval of two-thirds of all Council members (pursuant to subsection 205(2) of *The City of Winnipeg Charter),* the proposed Terms and Conditions for a Lease Agreement between the City of Winnipeg and St. Boniface Golf Club Limited located at 100 Youville Street, shown as "Leased Area: 124.4+/- acres" on Misc. Plan No. 8758/3 and attached hereto as Schedule A, be approved.

2. That the City enter into, execute and deliver a Lease Agreement with St. Boniface Golf Club Limited 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 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 subsection 205(2) of The City of Winnipeg Charter, all dispositions of property used or acquired for park or cemetery purposes require approval of at least two-thirds of all members of Council. A lease term in excess of five years is considered to be a disposition of parkland.

IMPLICATIONS OF THE RECOMMENDATIONS

The proposed Lease Agreement has an initial term of 25 years and can be terminated with two years' written notice by either party.

St. Boniface Golf Club Limited will assume responsibility for all expenses related to the operation and maintenance of the Leased Area.

HISTORY/DISCUSSION

The St. Boniface Golf Course is an 18-hole golf course that is located east of Youville Street and south of Guilbault Street. St. Boniface Golf Club Limited ("the Golf Club") was established in 1931 and has operated the City-owned course on a semi-private basis (publicly accessible) for more than 50 years.

The current Lease Agreement with the Golf Club expires December 31, 2025. The Golf Club has requested another 25-year lease term in order to amortize future capital improvements on the course. The Public Service recommends entering into a new lease as the City maintains a successful relationship with the existing tenant.

The proposed lease was circulated to City departments and no objections were received.

Golf Services was consulted during the lease negotiations and support the terms and conditions. Golf Services has developed a fee structure (annual) rent for the semi-private course which is outlined in Schedule B of this report. Anticipated revenue in 2025 is projected to be $7,500.00 based on 30,000 rounds of golf in addition to municipal property taxes.

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.

No appraisal was conducted for the subject property as golf courses are rarely leased, and golf courses do not represent the highest and best use of a site. The City produces an annual valuation of developable land through the Development Agreement Parameters, with the 2025 value set at $177,000.00 per acre. Applying this rate to the subject property generates a value of $22,018,800.00 and far exceeds golf course land rent.

This report seeks approval of the proposed Terms and Conditions as negotiated. If the proposed Terms and Conditions are approved by at least two-thirds of all members of Council, the lease agreement will retroactively commence January 1, 2025.

As a semi-private course, the Lease Agreement requires the Golf Club to be available to non-members for a minimum number of hours per week. The City also has the right to use the Leased Area for sporting events with sufficient notice provided to the Golf Club.

The proposed lease is considered to represent the best value for the City as it generates revenue for Golf Services, maintains greenspace, and provides outdoor recreation for residents.

The Ward Councillor has been notified and concurs with the intentions of the Public Service.

FINANCIAL IMPACT

Financial Impact Statement

Date: December 17, 2024

Project Name:

First Year of Program **2025**

Proposed Lease Agreement between St. Boniface Golf Club Limited and the City of Winnipeg at 100 Youville Street

	2025	2026	2027	2028	2029 to 2049
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	52,833	48,816	57,556	66,333	2,149,673
Net Cost/(Benefit)	$ (52,833)	$ (48,816)	$ (57,556)	$ (66,333)	$ (2,149,673)
Less: Existing Budget Amounts	(52,833)	(48,816)	(57,556)	(66,333)	(2,149,673)
Net Budget Adjustment Required	$ -	$ -	$ -	$ -	$ -

Additional Comments: Revenues in 2025 consist of a one-time document preparation fee of $5,220, rent of $7,500 based on 30,000 rounds played @ $0.25/round and municipal property taxes of $40,113 . Revenues from 2026 onward are based on the assumption that rounds played remain constant @ 30,000/annum with the rent/annum based on Schedule B attached and property taxes are assumed to increase 3%/annum.

Mike McGinn Dec. 17, 2024

Mike McGinn, CPA, CA
Manager of Finance

CONSULTATION

This Report has been prepared in consultation with:

- Legal Services (as to legal issues)
- Golf Services

OURWINNIPEG POLICY ALIGNMENT

Our Winnipeg 2045 Development Plan:

Goal: Good Health and Well-Being

Objective: 1. Enable access to basic needs for good physical and mental health.

Policy: 4.11 Equitable Service Access
Prioritize equitable access to recreation and parks systems, services, and infrastructure, in order to: enable active living; connect people and nature; create supportive environments; build community capacity; and achieve desired health outcomes, with a focus on children and youth.

Goal: Economic Prosperity

Objective: 4. Make strategic use of community and regional assets to optimize local economic competitiveness.

Policy: 3.16 Optimize Facility Access
Maximize the use of existing municipal assets to promote recreation, community development, and social interaction, while optimizing equitable access, infrastructure reinvestments, service delivery methods and resource management.

WINNIPEG CLIMATE ACTION PLAN ALIGNMENT

This report is in accordance with the Winnipeg Climate Action Plan as adopted by Council on September 20, 2018.

Key Direction 7.3: Preserve and Manage Parks and Natural Areas to Support Climate Change Mitigation (Primary Responsibility: Public Works Department).

Action: This report supports the effective preservation and management of parklands to align with the City's broader climate change mitigation efforts, as the proposed lease contributes to climate change mitigation by supporting the preservation and management of the existing golf course.

WINNIPEG POVERTY REDUCTION STRATEGY ALIGNMENT

Consideration was given to whether this report aligns with any specific Goals and Objectives of the Poverty Reduction Strategy (PRS) and the related 2021-2023 Implementation Plan. It was determined that the Strategy does not apply to this report.

SUBMITTED BY

Department: Planning, Property and Development Department
Division: Real Estate and Land Development
Prepared by: Bridget Peterson, Senior Property Manager
Date: December 18, 2024
File No: 5099/60(V4)

Attachments:
Schedule A – Proposed Terms and Conditions
Schedule B – Rent Schedule
Schedule C – Golf Course Maintenance
Schedule D – Winterization Requirements

SCHEDULE A

PROPOSED TERMS AND CONDITIONS FOR A LEASE AT 100 YOUVILLE STREET

Landlord:	1. The City of Winnipeg ("City").
Tenant:	2. St. Boniface Golf Club Limited (the "Tenant").
Leased Area:	3. As identified as "Leased Area" on the attached Misc. Plan No. 8758/3 (hereinafter called the "Leased Area").
Primary Use:	4. For the purpose of operating, managing and maintaining a golf course, including a concession area, pro shop, wedding/banquet facilities and not for any other purpose without prior written consent of the Director of Planning, Property and Development (hereinafter referred to as the "Director") or his delegate.
Term:	5. Twenty-Five (25) year term commencing on the first day of the month following approval from the City's Standing Committees and Council, or such other date as mutually agreed upon and approved by the Director (hereinafter called the "Term").
	6. Notwithstanding the above, in the event the Tenant is planning a major capital improvement, addition, or change to the Leased Area or leasehold improvements that require financing or extended amortization, the City will extend the Term, subject to the approval of Council, for any construction and period amortization within one hundred and eighty (180) days, which approval may be unreasonably withheld.
Rent:	7. Rent payable shall be based on the rounds played annually and in accordance with the "Rent Schedule" (attached herein as Schedule "B") and payable on or before December 1st in each year of the Term and any Extension thereafter.
Document Preparation Fee:	8. A one-time document preparation fee in the amount of $5,220.00 plus GST payable prior to the commencement date.

Realty Taxes, etc.:

9. Tenant is responsible for all realty taxes, municipal taxes, school taxes, local improvements, license fees, business tax, etc. which may be charged in respect of the use and occupation of the Leased Area.

Operating Costs:

10. The Tenant shall be responsible for all costs associated with the Leased Area, 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 the Leased Area, including snow removal, garbage and waste collection and disposal; and

    c) the cost of policing and supervising the Leased Area.

Termination

11. The Lease Agreement may be terminated:

    a) Upon Two (2) years written notice by either party; or

    b) Immediately upon the Tenant being in default of the terms and conditions of the Lease Agreement provided that the City provided notice to the Tenant to remedy the default and the Lessee did not remedy said default within the notice period.

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

13. 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 or after the said termination.

14. If at any time during the Term of the Lease Agreement, the Leased Area is condemned, expropriated or taken for any public or quasi-public purpose, the Tenant shall have no

claim against the City for the value of the unexpired portion of the Term, or for damages, or for any other matter whatsoever, and the Tenant and the City shall each be entitled to advance their claims to the appropriate authority for compensation for the loss of their respective interests in the Leased Area. If an award of compensation is made to the City specifically and includes an award for the Tenant, the City shall account therefor to the Tenant. Notwithstanding the foregoing, in the event that all or any part of the Leased Area is condemned, expropriated or taken for any public or quasi-public purpose by or through the City, the Lease Agreement shall be fully determined and be at an end upon the effective date of any such action by or through the City.

Insurance:

15. 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 but not limited to the following provisions:

        i. The City to be included as an additional insured;

        ii. The policy to contain a cross-liability or severability of interest clause;

        iii. Protection for claims of bodily injury and property damage, personal and advertising injury liability, liquor liability, contractual liability employees as additional insured, injury to participants, spectators, products and completed operations liability, tenant's legal liability for a limit commensurate with the space occupied 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;

        iv. Shall not contain any special limitations on the scope of coverage afforded the City, its officers, officials, employees, agents or volunteers;

v. In addition, the liability policy must be specifically endorsed to provide misapplication and drift coverage with respect to chemical and herbicide application, in the amount of at least twenty-five thousand dollars ($25,000.00) and if alcohol will be sold or served evidence of liquor liability.

b) A broad form property insurance policy for the full replacement cost insuring all buildings. Such policy to include the City as a loss payable as their interest may appear;

c) An equipment breakdown insurance policy, for the full replacement cost of the facility including all boilers, pressure vessels (fired and unfired), air conditioning equipment, mechanical and electrical equipment, transformers, electrical switch gears, motors, compressors, refrigeration equipment and miscellaneous electrical apparatus owned or operated by the City, and such policy shall include the City as a Loss payable as their interests may appear;

d) 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;

e) Subject to approval by the Director, if the Tenant performs any repair, maintenance, renovation, or construction work in/to/on/under the proposed Leased Area, the Tenant shall:

i. Provide and maintain (or ensure that the contractor provides and maintains) minimum commercial general liability and automobile liability insurance coverage in the amount of at least two million dollars ($2,000,000.00) and worker’s compensation to the satisfaction of the City’s Supervisor of Insurance based on the

works that are taking place (and can include, but is not limited to Builder's Risk insurance and wrap up liability) for all contractors or sub-contractors hired to perform such repair work, maintenance, renovation or construction work. Such insurance to remain in place at all times during the performance of the work until total performance;

ii. File with the City a Certificate of Insurance in a form satisfactory to the City's Supervisor of Insurance at least five (5) business days prior to the commencement of any work on the Proposed Leased/Licensed Premises;

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

g) All deductibles shall be entirely borne by the Tenant;

h) 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;

i) 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;

j) The Tenant shall file with the City an annual Certificate of Insurance in a form satisfactory to the City's Supervisor of Insurance All certificates of insurance are to be sent to:

The City of Winnipeg
Risk Management Division
3rd Floor – 185 King Street, Wpg, MB R3B 1J1
Attention: Supervisor of Insurance
Fax # 204-986-6132
Email: insurance @winnipeg.ca;

k) 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.

Assignment or Sub-let:

16. 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.

17. 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 Six Hundred Ninety-Five dollars ($695.00), 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:

18. The Tenant will not erect or permit the erection of any building or structure whatsoever on the Leased Area, 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.

19. The City shall address any written requests by the Tenant within 30 days of receipt of any written request for leasehold improvements to ensure the Tenant has the ability to act in a reasonable time frame.

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

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

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

23. In the event of early termination or cancellation of the Lease by the City, provided such early termination or cancellation is not due to the Tenant's default, the City agrees to be responsible for any outstanding loans secured

by the leasehold improvements, for which loans the Director has provided prior written approval.

Development and Maintenance:

24. 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.

25. The Tenant shall maintain the Leased Area in good and operating condition and in accordance with the attached Schedules “C” and “D”.

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

27. The Maintenance Coordinator of Golf Services may be on site to inspect any work pertaining to the golf course.

Repairs:

28. Tenant agrees to maintain the Leased Area in accordance with Schedules “C” and “D” and any leasehold improvements located thereon for public golf course purposes in good and operating condition to a standard at least equal to that which has existed in recent years. Should the Tenant fail to meet such standards, then, subject to thirty (30) days written notice and specifics being provided of the Tenant’s failure to meet such standards, the City shall be permitted to enter the Leased Area and complete the work that is required at the Tenant’s expense. Such work will be charged to the Tenant as additional rent.

29. Tenant shall be responsible for all structural repairs to buildings within the Leased Area.

30. Tenant shall ensure that required repairs to irrigation equipment and related infrastructure including but not limited to sprinkler heads, piping, and pumps (hereinafter referred to as the “Irrigation System”) are identified and carried out forthwith to the satisfaction of the Director. Should the Tenant fail to carry out such repairs forthwith, the City shall be permitted to enter the Leased Area and carry out such repairs at the Tenant’s expense. The cost of

such repairs will be charged to the Tenant as additional rent.

City's Access:

31. 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:

    a) 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

    b) 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

    c) For any other purpose, but the City in exercising its rights hereunder shall proceed to the extent reasonably possible so as to minimize interference with the Tenant's use and enjoyment of the Leased Area and return the site to its condition prior to the commencement of such maintenance or work, or as close a condition as is reasonably possible.

32. The City reserves the right for Bell MTS Inc. and The Manitoba Hydro-Electric Board or other public utilities (hereinafter referred to as "Public Utilities") to enter upon the Leased Area for the placement, maintenance and/or repair of their equipment without the City and/or the Public Utilities being responsible for any damage occasioned thereby except for damages due to the negligence of the City and/or the Public Utilities. For clarity, only the City may enter into easement agreements with the Public Utilities. The Tenant has no authority to enter into such agreements. The City shall be entitled to any rent or revenue from the placement of any equipment by the Public Utilities on the Leased Area.

Conditions:

33. The Tenant takes the Leased Area on an “as is” basis.

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

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

36. The Tenant shall not place any non-sponsorship or commercial signage or advertising unrelated to the operation of a golf course without prior written approval of the Director.

    In the event that the Tenant wishes to pursue sponsorship opportunities, including naming rights, for the Leased Area, 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.

37. When making payments, the Tenant shall provide monthly reports to the General Manager of Golf Services detailing all rounds played, which shall include but not be limited to paid rounds outlined in Schedule “B” and in Section 36.

38. Further to clause 35 above, a “round” shall be defined as follows

    a) 18-hole rounds consisting of:

        - Member – 18-hole rounds - all membership categories
        - Public - 18-hole rounds – including daily fee and tournament rounds
        - Twilight rounds

    b) 9-hole rounds consisting of: (one (1) 9 hole round will be counted as 0.5 rounds):

        - Member - 9-hole rounds - all membership categories
        - Public 9-hole rounds – including daily fee and tournament rounds

- Member league 9-hole rounds

39. The Tenant shall provide, on an annual basis on the anniversary of the Lease and any Extension thereafter, copies of all relevant inspections / reports/etc. (i.e. boiler / elevator/furnace inspection certificates, financial statements prepared by an independent chartered professional accountant, etc.).

40. Tenant shall provide on an annual basis on the anniversary of the Lease and any Extension thereafter, a financial statement prepared by an independent chartered professional accountant including but not limited to the following:

    Revenue:

    a) Green fee revenue
    b) Total rounds played
    c) Total rounds played in all member and public green fee categories
    d) Membership revenue
    e) Pro shop sales
    f) Rentals
    g) Food and beverage

    Expenses:

    a) Total expenses
    b) Cost of goods sold
    c) Maintenance costs.

    In addition, the Tenant shall provide, on an annual basis, on or before December 1st in each year of the Term and any Extension thereafter, an interim financial statement providing details of the Total rounds played and Total rounds played in all member and public green fee categories.

41. Subject to the prior written approval of the Director, the Tenant shall have the right to mortgage or otherwise encumber its leasehold interest or any improvements on the Leased Area during the term of the Lease, and may assign its leasehold interest or any improvements on the Leased Area to any encumbrancer as collateral security, by

means of an assignment of the Lease, or by subletting all or any portion of the Leased Area, or otherwise, subject to the rights of the City under the terms of this Lease and in accordance with the use of the Leased Area,. Should the Tenant provide a request or commitment letter to the Director for review requesting written approval to mortgage or otherwise encumber its leasehold interest or improvements as aforesaid, the Director shall provide a response to the Tenant within 30 days of receipt thereof.

42. 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.

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

44. The City and its authorized agents and employees after consultations with the Tenant as to intent shall be permitted entry to the Leased Area during:

    a) The last six (6) months of the term of this Lease or any Extension thereafter for the purpose of exhibiting them to prospective tenants;

    b) The term of this Lease or any Extension thereafter for the purpose of exhibiting the Leased Area to prospective purchasers and developers.

45. 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 or its invitees. This provision shall survive any termination, cancellation or expiration of this Agreement.

46. The Tenant shall and may peaceably possess and enjoy the Leased Area for the Term hereby granted without any interruption or disturbance from the City or any other person lawfully claiming by, from or under it, so long as the Tenant pays the Rent hereby reserved and performs and

observes the covenants and conditions herein on its part contained.

47. Tenant shall not release into the environment, or deposit, discharge, place or dispose of, at on, or near the Leased Area 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.

48. The Tenant shall make the facility available to the City for the hosting of international, national and local sporting events upon the receipt of 730 days' written notice. Any foresaid special events shall not exceed 7 days per event. During such special events, the Tenant will be unable to use the Leased Area and will not be compensated by the City for this loss of use, nor will the lease term be extended in any way. Provided, however, that the organization requesting the use of the facility for the hosting of international, national or local sporting events (the "Organization") may pay the Tenant directly for such use of the facility. The City will be responsible for any repairs or damages caused by such use unless the Organization pays the Tenant directly for 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.

49. The Tenant shall make the said golf course available for play to all residents of the City of Winnipeg who are not members of the Tenant Club for a minimum of twenty-five (25) hours per week between dawn and 6:00p.m and for the purpose of this requirement a reasonable number of club events and tournaments may be scheduled during such twenty-five (25) hour period.

50. The Tenant shall permit non-members who register for golf to have access to the Tenant's lounge facilities, such access to be subject only to the availability of space, Club rules, and any limitations imposed by the provisions of the Liquor Control Act.

51. The Tenant shall not discriminate against or deny admission to any person seeking admission to the Tenant's facilities within the terms hereinbefore defined by reason only of the race, nationality, religion, colour, sex, age, marital status, family status, physical or mental handicap, or ethnic or national origin of any such person.

52. 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; pandemics; 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.

53. If the Tenant shall be in default of any of its covenants excepting the payment of Rent hereunder, the City shall give notice to the Tenant of such default specifying with reasonable particularity the nature of such default and requiring same to be remedied and the Tenant shall have thirty (30) days (or such longer period as may be reasonably required to cure such default considering the nature thereof and agreed to by the City) to cure or remedy such default.

54. If any controversy shall occur between the Parties hereto relating to the interpretation or implementation of any of the provisions of this Agreement, the Parties agree to use reasonable efforts to resolve the controversy as between them. Should the Parties be unable to resolve the dispute or controversy after having exercised their best efforts to do so, the Parties may agree to have a single mediator appointed in order to assist in the resolution of same pursuant to a procedure to be determined by the Parties or, in default of such agreement, as determined by the mediator. If, in the course of mediation, it is apparent that the dispute or controversy will not be resolved by mediation, then such dispute shall be resolved by arbitration to be conducted by a single arbitrator. The arbitrator shall be selected by the Parties and, in default of such agreement, such arbitrator to be appointed by a Judge of the Court of Queen's Bench in Manitoba upon the application of either of the Parties. The arbitration shall proceed in accordance with the provisions of *The Arbitration Act*, C.C.S.M. c. A120. The decision of the arbitrator shall be final and binding and no appeal shall lie therefrom.

Other

55. The Tenant agrees that the City may explore the option of a joint use agreement for the existing bridge on the Leased Area for any future active transport network system and the City will incur all costs for the dual use structure.

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.

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 those approvals are obtained.

[EXECUTION PAGE FOLLOWS]

ST. BONIFACE GOLF CLUB LIMITED hereby agrees to enter into a lease agreement with The City of Winnipeg for the use of the property identified as “Leased Area: 124.4± acres” on the attached Misc. Plan No. 8758/3 and in accordance with the proposed terms and conditions as outlined herein.

Signed in the City of Winnipeg, in the Province of Manitoba, this 27th day of November, 2024.

Original documents signed by the Lessee(s)

Per: Brian Nazar, President

MISCELLANEOUS PLAN



SCHEDULE B

Agreement year	Year		Rent/round (18 Hole rounds)
	1	2025	$0.25
	2	2026	$0.25
	3	2027	$0.5
	4	2028	$0.75
	5	2029	$1.00
	6	2030	$1.00
	7	2031	$1.00
	8	2032	$1.00
	9	2033	$1.00
	10	2034	$1.00
Evaluation year	11	2035	$1.25
	12	2036	$1.25
	13	2037	$1.25
	14	2038	$1.25
	15	2039	$1.25
Evaluation year	16	2040	$1.50
	17	2041	$1.50
	18	2042	$1.50
	19	2043	$1.50
	20	2044	$1.50
Evaluation year	21	2045	$1.75
	22	2046	$1.75
	23	2047	$1.75
	24	2048	$1.75
	25	2050	$1.75

SCHEDULE C

Activity	Minimum Requirements
1. Mowing Cycles:	
a) Greens	Daily
b) Tees	3 times per week
c) Fairways	3 times per week
d) Primary Rough	Twice per week
e) Secondary Rough	Twice per week
f) Trimmer Mowing	Twice per week
2. Tee Maintenance:	
a) Changing Tee Markers	Daily
b) Collect Garbage	As required
c) Fill Ball Washers	Weekly
d) Aeration	Seasonally
e) Topdressing	As required
f) Seeding	Bi-weekly
g) Fertilizing	Monthly
3. Green Maintenance	
a) Changing holes	Daily
b) Aeration	Seasonally
c) Topdressing	As required
d) Seeding	Monthly
e) Fertilizing	Bi-weekly
f) Fungicide Application	As required
4. Fairway, Grounds Maintenance	
a) Seeding	Monthly or as required
b) Fertilizing	Monthly or as required
c) Litter pick up	Weekly or as required
5. Watering Cycles	
a) Greens	Min. of 2`` per week or as required
b) Tees	Min. of 1 ½`` per week or as required
c) Fairways	Min of 1 ½ `` per week or as required

d) Trees	As required
e) Shrub, Flower beds, etc.	Weekly or as required
6. Bunker Maintenance	
a) Bunker Maintenance (i.e. edging, weeding, add sand, etc.)	Monthly
g) Sand Bunkers	Groomed weekly
7. Assorted Tasks	
a) Flower Bed Maintenance	As required
b) Irrigation Maintenance	As required
c) Washrooms (Course or Clubhouse)	Daily
d) Leaf Blowing	As required
e) Parking Lot Maintenance	As required
f) Pathway Maintenance	As required
g) Equipment Servicing	Daily
h) Equipment Maintenance (Spring or Fall)	As required
i) Markers, Signs, Benches, etc.	As required
j) Tree Pruning	As required
k) Soil Testing	As required
8. General Activities	
a) Ordering of Parts, Supplies and Materials	As required
b) Irrigation System (Startup/Shutdown)	Spring and Fall
c) Inventory Checks (Spring/Fall)	Twice per season
d) Equipment Storage (End Season	Once
e) Record Keeping (of all maintenance Activities)	Daily
f) Timekeeping	Daily
g) Staff Scheduling	Weekly
h) Capital Projects	Seasonally
i) Building Maintenance (cleaning, painting, etc.)	As required

SCHEDULE D

Winterization Requirements

The following activities are performed at the end of the golf season in preparation for winter:

i) Winterization of the Irrigation System for the Golf Course

Winterization of the irrigation system normally occurs in mid-October before frost appears on a regular basis. This will involve the use of an air compressor in order to force pressurized air through the system so as to remove all possible water in the lines. This includes the securing of the pump. The pump should be stored in a secure facility for the winter months and should be serviced as required.

ii) Application of Winter Chemicals

The spreading of a dry chemical mix of fertilizers and fungicides on the greens is an important work activity which normally requires two applications immediately before snow fall. Once the greens are treated, no golfer should be allowed on the greens for the balance of the season.

iii) Green Cover

Greens covers are preferred, but at a minimum, snow fencing should be placed around each green and/or tree branches or brush should be placed on each green to trap and retain an insulation blanket of snow.