Agenda – Executive Policy Committee – July 8, 2025

Report – Standing Policy Committee on Property and Development – July 4, 2025

Moved by Councillor

That Rule 10(3) of The Procedure By-law No. 50/2007 be suspended in order that the following item, which was received less than four business days preceding the committee meeting, be considered by Committee.

Item No. 7 Proposed License Agreement between Winnipeg School Division No. 1 and the City of Winnipeg at 2286 Inkster Boulevard, commonly known as Fairgrove Bay Park (Point Douglas Ward)

STANDING COMMITTEE RECOMMENDATION:

On July 4, 2025, the Standing Policy Committee on Property and Development concurred in the recommendation of the Winnipeg Public Service Committee 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 License Agreement between the City of Winnipeg and the Winnipeg School Division No. 1 located at 2286 Inkster Boulevard, shown as "Proposed Licensed Area", on Misc. Plan No. 16053, and attached hereto as Schedule A, be approved.

2. That the City enter into, execute and deliver a License Agreement with the Winnipeg School Division No. 1 and other such agreements ("Ancillary Agreements") as determined necessary by the City Solicitor / Director of Legal Services. to implement the intent of the foregoing.

3. That the Proper Officers of the City be authorized to do all things necessary to implement the intent of the foregoing.

Agenda – Executive Policy Committee – July 8, 2025

Report – Standing Policy Committee on Property and Development – July 4, 2025

DECISION MAKING HISTORY:

STANDING COMMITTEE RECOMMENDATION:

On July 4, 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 License Agreement between Winnipeg School Division No. 1 and the City of Winnipeg at 2286 Inkster Boulevard, commonly known as Fairgrove Bay Park

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

AUTHORIZATION

Author	Department Head	CFO	CAO
G. Chappell (Acting)	J. Veitch (Acting)	T. Graham	S. Armbruster, Interim CAO

EXECUTIVE SUMMARY

The City has negotiated a License Agreement with Winnipeg School Division No. 1 (the "School Division"). The proposed agreement is to use part of City-owned land within Fairgrove Bay Park (2286 Inkster Boulevard). The School Division intends to build a walking, biking and active living path that students and the public can use. The School Division will pay for most of the costs to run and take care of the path. The City will be responsible for fertilization and aeration. The Ward Councillor (Point Douglas Ward) was notified and concurs with the plan.

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 License Agreement between the City of Winnipeg and the Winnipeg School Division No. 1 located at 2286 Inkster Boulevard, shown as "Proposed Licensed Area", on Misc. Plan No. 16053, and attached hereto as Schedule A, be approved.

2. That the City enter into, execute and deliver a License Agreement with the Winnipeg School Division No. 1 and other such agreements ("Ancillary Agreements") as determined necessary by the City Solicitor / Director of Legal Services. to implement the intent of the foregoing.

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 License term in excess of five years (or annual continuing in this case) is considered to be a disposition of parkland.

IMPLICATIONS OF THE RECOMMENDATIONS

The proposed License Agreement is for an annual continuing term and may be terminated upon one hundred eighty (180) days' written notice. The School Division will be responsible for nearly all costs associated with operation and maintenance of the Licensed Area. There will be no expenses incurred by the City as a result of the proposed License, with the exception of fertilization and aeration, which will be Parks responsibility.

The proposed active living walking / biking path on the Licensed area will be available for public use.

HISTORY/DISCUSSION

The School Division approached the City in 2024 with a proposal to build an active living walking / bike path on the City-owned lands to be enjoyed by everyone in the community. The proposed License was circulated to applicable City departments for consideration and no objections were received. The Parks and Open Space Division supports the active living path development.

The proposed rental rate for the License is $1.00 per annum, and the Terms and Conditions are in alignment with Section 3.2.C of the City's "Real Estate – Leasing and Licensing of Property" policy. The School Division has met the Eligibility Criteria for a Below Market License, attached herein as Schedule B. The Risk Management Division of Corporate Finance reviewed the insurance requirements for this proposed License and their comments have been incorporated into the Terms and Conditions. The Licensee must comply with City standards regarding the use and maintenance of the Licensed Premises, in accordance with the City's Tree Planting Standard for Downtown and Regional Streets provisions, attached hereto as Schedule C.

In accordance with the Real Estate Transaction Management Framework, the Public Service reviewed comparable property appraisals to determine the opportunity cost of the proposed License. The assessment indicated a market value of $307,500, which translates into an annual rental rate of $18,450 per annum. The highest and best use of the Licensed Area should be used for recreational or institutional uses based on its current zoning and demand for green space.

The Public Service recommends approval of the proposed License Agreement as negotiated in the Terms and Conditions. If the proposed License Agreement is approved, the License will commence on the first day of the month after Committee approval, or such other date as mutually agreed upon, and continue until termination of the Agreement by either party.

The License Agreement is considered to represent best value for the City since it supports a community need and results in minimal costs to the City. The Licensee will be responsible for all operating costs of the licensed area, representing $3,592 in annual savings for the City. The Ward Councillor (Point Douglas Ward) was notified and concurs with the intentions of the Public Service.

FINANCIAL IMPACT

Financial Impact Statement

Date: June 12, 2025

Project Name:

First Year of Program **2025**

Proposed License Agreement between Winnipeg School Division No. 1 and the City of Winnipeg at 2286 Inkster Boulevard, commonly known as Fairgrove Bay Park

	2025	2026	2027	2028	2028 to 2034
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	$ (3,592)	$ (3,664)	$ (3,737)	$ (3,812)	$ (3,888)
Less: Incremental Revenue/Recovery	(286)	(292)	(298)	(304)	(310)
Net Cost/(Benefit)	$ (3,306)	$ (3,372)	$ (3,439)	$ (3,508)	$ (3,578)
Less: Existing Budget Amounts	(3,306)	(3,372)	(3,439)	(3,508)	(3,578)
Net Budget Adjustment Required	$ -	$ -	$ -	$ -	$ -

Additional Comments: Revenues each year from 2025 onward consists of the $1 rent + $285 admin fee. Direct costs represent parks maintenance costs avoided (thereby enabling budget to be earmarked for other park areas). Both the admin fee & maintenance costs are increasing by an assumed annual inflation factor of 2%. An internal appraisal indicated market value rent of $18,450/annum for the highest and best use of the Leased Area, that being for recreational and institutional purposes, as outlined under its current zoning. Assuming a market exists, there is an opportunity cost of $18,450/annum.

Mike McGinn June 12, 2025

Mike McGinn, CPA, CA
Manager of Finance

CONSULTATION

This Report has been prepared in consultation with:

- Legal Services (as to legal issues)
- Public Works, Parks and Open Space Division

OURWINNIPEG POLICY ALIGNMENT

Goal 4 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.

WINNIPEG CLIMATE ACTION PLAN ALIGNMENT

Strategic opportunity #3 - Community Climate Resiliency
Key Directions - Preserve and manage parks and natural areas to support climate change mitigation.

WINNIPEG POVERTY REDUCTION STRATEGY ALIGNMENT

Goal 6: All City Services are Equitable, Inclusive and Accessible

The City should explore opportunities to collaborate and partner with community organizations and groups to ensure service planning and delivery is as inclusive as possible. Recreation services and access to nearby greenspace contribute to enhanced individual and community well-being, social inclusion, and positive health outcomes.

SUBMITTED BY

Department: Planning, Property and Development Department
Division: Real Estate and Land Development
Prepared by: Melanie Dextraze, Senior Property Manager
Date: June 12, 2025
File No: 5291

Attachments:
Schedule A – Proposed Terms and Conditions
Schedule B – Eligibility Criteria for Below Market Lease/License to Non-Profit Organizations
Schedule C – Tree and Root Zone Protection terms

SCHEDULE A

PROPOSED TERMS AND CONDITIONS FOR A LICENSE OF
2286 INKSTER BLVD
LOT 1 BLOCK 35 PLAN 12902 WLTO IN SECTION 23-11-2 EPM

Landlord:	1. The City of Winnipeg (hereinafter called the "City").
Licensee:	2. Winnipeg School Division No. 1 (hereinafter called the "Licensee").
Location:	3. 2286 Inkster Blvd, Winnipeg, Manitoba (hereinafter called the "City Property").
Licensed Premises:	4. Shown, shaded and identified as "Proposed Licensed Area" on a drawing on file in the City's Planning, Property and Development Department as Misc. Plan No. 16053 (hereinafter called the "Licensed Premises").
Primary Use:	5. For the sole purpose of a bicycle and pedestrian path only, and not for any other purpose except with the prior written consent of the City of Winnipeg's Director of Planning, Property & Development (hereinafter called the "Director").
Initial Term:	6. Annual continual term commencing the first day of the month following approval from the City's Council, and continuing until termination of this Agreement by either party as set forth herein.
Rent:	7. One Dollars ($1.00) plus GST per annum, payable on the commencement date and the anniversary of the commencement date in each year of the Term thereafter.
Non-Profit License:	8. The Licensee represents and warrants that it has provided information to demonstrate eligibility for the criteria set out in the "Eligibility Criteria for Below Market Lease/License to Non-Profit Organizations", attached as Schedule "B", and that such information is true and accurate to the best of the Licensee's knowledge.
Administrative Fee:	9. Annual fee of Two Hundred and Eighty-Five Dollars ($285.00) plus GST, payable on the commencement date and on the anniversary of the commencement date in each year of the Term hereafter. 10. This fee may be reviewed by the City at any time and may be subject to change as directed by Council or its delegated authority.
Document Preparation Fee:	11. A one-time Document Preparation Fee in the amount of One Thousand, Four Hundred and Sixty-Five Dollars ($1,465.00) plus GST payable within 30 days of the approval of these terms and conditions and only payable in the event that the Licensee does not meet the eligibility criteria in the "Eligibility Criteria for Below Market Lease/License to Non-Profit Organizations" as per Schedule "B".

Municipal Taxes:	12. The Licensee shall pay to the local taxing authority all/its proportionate share of municipal taxes, realty taxes, school taxes, local improvements taxes, etc. of which may be charged in respect of the use and occupation of the Licensed Premises and which shall be billed directly to the Licensee.
Operating Costs & Utilities:	13. Unless otherwise specified herein, the Licensee is to pay all operating costs, including but not limited to identification and direction signage; the cost of any utilities, including but not limited to electricity, water and gas consumed in the Licensed Premises; the cost of cleaning, maintaining and servicing the Licensed Premises, including garbage and waste collection and disposal; the costs of snow and ice removal, and the cost of security, policing and supervising the Licensed Premises.
Other Fees, Licenses, Taxes etc.:	14. The Licensee shall be responsible for all license fees, realty and business tax, levies etc. which may be charged in respect of the use and occupation of the Licensed Premises. 15. The Licensee shall be responsible for applying for and obtaining all permits, licenses or permissions (including but not limited to occupancy permits), required for the use and occupation of the Licensed Premises, at its sole cost, effort and expense. 16. 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.
Insurance Requirements:	17. The Licensee shall provide and maintain the following insurance coverage at all times during the Term of the License Agreement: a. Commercial general liability policy 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 clause or severability of interest clause; iii. Protection for claims of bodily injury and property damage, personal and advertising injury liability, contractual liability, employees as additional insured, injury to participants and spectators, products and completed operations liability, in the inclusive amount of at least two million dollars ($2,000,000.00) per occurrence with a minimum of two million dollars ($2,000,000.00) general aggregate; and iv. Shall not contain any special limitations on the scope of coverage afforded the City, its officers, officials, employees, agents or volunteers.

	18. Subject to approval by the Director, if the Licensee performs any repair, maintenance, renovation, or construction work in/to/on/under the Licensed Premises, the Licensee shall: a. 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; and b. 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 Licensed Premises. 21. The Licensee shall ensure that all commercial general liability policies written on behalf of the Licensee contain a waiver of any subrogation right which the Licensee'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. 22. The Licensee shall take all policies out with insurers licensed to and carrying on business in the Province of Manitoba. 23. The Licensee shall not cancel, materially alter, or cause any such policy or policies to lapse without a minimum of thirty (30) days' prior written notice to the City. 24. The Licensee shall provide written notice to the City of any material changes to their policies within thirty (30) days of the change taking effect. 25. The City shall have the right to alter the limits and/or coverages as reasonably required from time-to-time during the continuance of the License Agreement or any subsequent extensions thereof, provided that the City shall give the Licensee reasonable notice and shall request reasonable change.

	26. The Licensee 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, Winnipeg, Manitoba, R3B 1J1 Attention: Supervisor of Insurance Fax: 204-986-6132 Email: insurance@winnipeg.ca
Termination:	27. The License Agreement may be terminated: a. Upon one hundred and eighty (180) days days' written notice by either party; or b. Should the Licensee be in default of any of the terms and conditions of the Agreement, the City shall provide the Licensee with fifteen (15) days written notice to remedy the default along with a description of the nature of the default (or such longer period as may be reasonably required to cure such default considering the nature thereof and as agreed to by the City). Should the Licensee not remedy the default to the satisfaction of the City, the City, at its sole discretion, may terminate this Agreement immediately upon the expiration of the fifteen (15) days' notice period. 28. Upon termination or cancellation of the License Agreement, the Licensee shall remove, at its sole cost, effort and expense, all of its property (including both fixtures and chattels) from the Licensed Premises and leave same in its original condition or in a condition satisfactory to the Director. Should the Licensee default in doing so, the City may: a. Restore the Licensed Premises at the sole risk and expense of the Licensee; and b. Remove and/or dispose of the Licensee's property (including both fixtures and chattels) at the City's sole discretion without the consent of the Licensee and at the risk and expense of the Licensee. The City shall not be required to provide any compensation to the Licensee for such removal and/or disposal. 29. Notwithstanding the forfeiture or termination of the License Agreement in any manner herein provided for, the Licensee 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 Licensee to be observed and performed upon after the said termination.
Development:	30. Unless otherwise specified herein, all improvements, development, construction and maintenance of the Licensed Premises will be performed at the sole cost, expense and effort of the Licensee, including, but not limited to, obtaining all permits required to develop, occupy and utilize the Licensed Premises for its intended use. All improvements, development and construction are subject to the prior written approval of the Director. 31. The Licensee shall bear the cost for caveats and plans of easement for any structure or improvements requiring utility servicing. 32. Any and all renovation or alteration to any portion of the building or exterior environment which are requested by the Licensee and authorized by the City must comply with the City of Winnipeg Accessibility Design Standard ("WADS"). As per the WADS, where it is deemed to be infeasible to achieve compliance, an equivalent

	facilitation may be considered and must be vetted with the Universal Design office of the City. 33. The Licensee shall not suffer or permit any claim, lien, or charge under the Builders' Liens Act, C.C.S.M.c.B91, or any like statute to be made, filed, or registered against the City or against the Licensed Premises or any fixtures or improvements thereto by reason of Work, labor, services or materials supplied or claimed to have been supplied to the Licensee 34. The Licensee will not erect or permit the erection of any building or structure whatsoever on the Licensed Premises, nor do any excavation therein or improvement thereon, without the prior written consent and authority of the City's Director of Planning, Property, and Development. 35. The Licensee is advised that no permanent structures are permitted above public utilities. 36. Unless otherwise specified herein, title to all buildings and structures currently existing, as well as those hereafter erected, shall vest in the City upon termination, cancellation or expiration of the License Agreement, subject to the option of the City to demand removal of the buildings or structures from the Licensed Premises at the termination, cancellation or expiration of the License Agreement. 37. The Licensee shall, in case of every installation and removal of improvements, either during or at the end of the Term, make good any damage caused to the Licensed Premises by the installation and removal, provided, however, that in the event that the Licensee fails to make good any such damage as aforesaid, the City may so repair the Licensed Premises and the Licensee shall, immediately upon demand of the City, reimburse the City for all expenses incurred with respect to such repair. Such a claim by the City shall survive the termination of the License Agreement.
<u>Repairs and Maintenance:</u>	38. The Licensee shall, at its sole cost, effort and expense: a. Maintain and repair the Licensed Premises in a safe, clean and tidy condition to the satisfaction of the Director, including, but not limited to: repair and maintain the path and surrounding area, operating equipment, snow and ice removal, security,

	lighting, garbage/refuse removal, other utility systems, landscaping, site improvements and electrical systems; b. Ensure that access to, use of, and occupancy of the Licensed Premises is conducted in a careful manner, in accordance with good industry standards and in compliance with the provisions of any and all applicable environmental, health or safety statutes, regulations, orders or directives of any government or governmental agency having jurisdiction over such matters; c. Ensure that the use and maintenance of the Licensed Premises is compliant with and adheres to the Specifications for Tree and Root Zone Protection terms as set out in Schedule "C"; d. Assume responsibility for any and all damage done to the Licensed Premises by reason of, or arising out of, forcible entry into any structures located on the Licensed Premises by any person for an unlawful purpose such as, but not limited to, theft, attempted theft, burglary, or attempted burglary; and e. Comply with any written notice from the City to repair the Licensed Premises at the Licensee's sole cost, expense and effort within thirty (30) days of receiving such notice. 39. The Licensee shall reimburse the City for any and all costs incurred by the City in making good any loss or damage to the Licensed Premises, City's property and/or utilities caused as a result of the Licensee's use and occupancy of the Licensed Premises or, without limiting the generality of the foregoing, caused as a result of any negligent or willful act of the Licensee, its contractors, agents, servants or employees. 40. All maintenance and repair costs associated with the use and operation of the Licensed Premises during the Term shall be the sole responsibility of the Licensee;
<u>Signage:</u>	41. The Licensee shall not paint, display, inscribe, place or affix any sign, symbol, notice, advertisement or lettering of any kind, including affixing items in the form of resources to the walls, without the prior written approval of the City as to design, size and location, which approval the City may in its absolute, sole and uncontrolled discretion withhold. 42. In the event that the Licensee wishes to pursue sponsorship opportunities, including naming rights, for the Licensed Premises, any improvements or proposed improvements thereon or in any other way

	related to the Licensed Premises, the Licensee is required to comply with the City's Sponsorship Policy.
Assignment or Sub-let:	43. The Licensee is not to assign or sub-license or part with possession of all or any part of the Licensed Premises without the Licensee first obtaining the Director's prior written consent. In such event, the City in its sole discretion may cancel the License Agreement and enter into a new License Agreement. 44. Upon its making application for such consent by the City, the Licensee shall pay to the City a non-refundable administrative fee of Seven Hundred and Thirty Dollars ($730.00), plus G.S.T, or such amount as may from time to time be determined by the City in its sole discretion. 45. Any consent by the City to an assignment shall not relieve the Licensee of its obligation for the payment of rents hereby reserved and the performance of the terms and conditions herein contained.
Conditions:	46. The Licensee takes the Licensed Premises on an "as is" basis. 47. The Licensee shall not release into the environment, or deposit, discharge, place, or dispose of, at, on, or near the Licensed Premises and/or adjoining City land, any dangerous goods as that term is defined in *The Dangerous Goods Handling and Transportation Act*, CCSM c. D12, as amended, replaced, or substituted from time to time. 48. The Licensee shall not affect the Licensed Premises in any undesirable environmental manner. If the Licensee causes the Licensed Premises to become contaminated, as determined by the City, the City may require the Licensee to immediately restore the land to its original condition at the Licensee's sole cost and expense. The City shall not be responsible for contamination caused by the Licensee and the Licensee shall indemnify the City from and against same. 49. The City shall have the right, but not the duty, to enter upon the Licensed Premises from time-to-time to inspect the Licensed Premises for environmental contamination and in the course thereof to conduct soil and ground water testing. The City may enter the Licensed Premises during regular business hours of the Licensee without prior notice, and may enter the Licensed Premises during periods other than regular business hours either with prior written consent of the Licensee or without if the City reasonably believes that an emergency exists on the Licensed Premises. The City shall conduct any such inspections or testing so as to minimize interference with the Licensee's business

	operations. The City's entry on to the Licensed Premises shall not relieve the Licensee's obligation to pay rent under the License. 50. The Licensee shall not at any time use, exercise or carry on or permit or suffer to be used, exercised or carried on, in or upon the Licensed Premises or any part thereof, any noxious, noisome or offensive art, trade, business, occupation or calling and the Licensee shall not do, omit or suffer or permit to be done or omitted in, on or upon the Licensed Premises or any part thereof, anything whatsoever which shall or may be or grow to the annoyance, nuisance, damage or disturbance of the City or the owners or occupiers of neighbouring properties. 51. The Licensee agrees that its operation shall not negatively impact the adjoining areas, and any such impact shall constitute a breach of the Agreement. 52. The Licensee agrees that any misuse of the Licensed Premises may result in termination of the License Agreement. 53. The Licensee agrees that if at any time during the Term of this Agreement the City's use or requirements for the Licensed Premises reasonably necessitate the relocation and/or modification and/or removal of the Licensee's property from the Licensed Premises, the Licensee shall be responsible for doing all things necessary to relocate and/or modify and/or remove its property as required by the City and to pay all costs and expenses associated therewith. 54. The Licensee shall not file any caveat or other encumbrance against the Licensed Premises. For greater certainty, the Licensee shall not enter into any easement agreements with public utilities with respect to the Licensed Premises. 55. The Licensee shall provide, on an annual basis on the anniversary of the date the License Agreement is entered into, copies of all relevant inspections/reports/etc. (i.e. boiler/ elevator/furnace inspection certificates, audit/financial statements). 56. The Licensee shall maintain books and records regarding the proper financial management of the Licensed Premises which includes but is not limited to a record of all revenues and their application and a record of all expenditures together with supporting documentation (i.e. invoices, payroll records and bank records including canceled cheques). 57. The Licensee is to comply with all laws, by-laws and regulations of any federal, provincial or municipal or other applicable authority, pertaining

	to the use, development and occupancy of the Licensed Premises, and shall obtain all necessary permits and variance orders in that regard at its sole cost and expense. 58. The Licensee 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 Licensed Premises for any use or purpose, nor as to any environmental conditions which may exist. 59. The Licensee acknowledges and agrees that it will not be entitled to an abatement or reduction in Rent as a result of any nuisance, disruption to or interference with the Licensee's use and enjoyment of the Licensed Premises where such nuisance, disruption to or interference is caused by the construction by the City or others of improvements, alterations, additions or repairs to the Licensed Premises. The Licensee further agrees not to make any claim against the City for such nuisance, disruption to or interference with the use of the Licensed Premises. 60. The Licensee shall release and indemnify and save the City harmless from and against any and all claims for damages or injuries, including death, which may arise from the use of the Licensed Premises by the Licensee or its employees, agents, contractors, students, invitees or members of the public. This provision shall survive any termination or expiration of this Agreement. 61. Notwithstanding anything to the contrary contained in the License 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; labor troubles; industrial disturbances; inability to procure materials or services; failures, fluctuations 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 the License 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. This provision shall not operate to excuse Licensee from the payment of Rent/Fees in the amounts and at the times specified in

	the License Agreement nor shall they apply so as to extend the period of time for the Licensee to complete Licensee's work or to extend the fixturing period, if any, nor shall they entitle the Licensee to compensation for any inconvenience, nuisance or discomfort thereby occasioned. 62. The Licensee 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. 63. The Licensee shall not disturb, remove, prune or damage a tree or shrub within the Licensed Premises and/or adjacent natural area. If the Licensee has concerns over pruning or removal of a tree, shrub or habitat, the Licensee shall obtain written approval by the City Forester or designate prior to any work being conducted. The Licensee 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. 64. The Licensee shall make the facility available to the City for the hosting of international, national and local sporting events upon the receipt of 180 days' written notice. During such special events, the Licensee will be unable to use the Licensed Premises and will not be compensated for this loss of use, nor will the License 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 Licensee's scheduled events with the understanding that the City will incur no additional costs to do so. 65. The Licensee shall not use any pesticide treatments in or around the Licensed Premises. 66. The Licensee shall be responsible for the evacuation of its volunteers, staff, and invitees during an emergency and must follow guidelines provided by the City of Winnipeg. 67. The Licensee acknowledges and agrees that it has reviewed the Lights Out Winnipeg Bird-friendly Policy, bird-friendly web resources on the City of Winnipeg website and is aware of the Bird Friendly Design Standard. The Licensee agrees to turn off lights at night in accordance with the Lights Out Winnipeg Bird-friendly Policy. 68. The Licensee acknowledges that there is a 300mm water main in the NW corner of the City Property which would be within the Licensed

	Area. The Licensee agrees that if the City needs to excavate to the 300mm water main for repair, renewal, or for any other reason, any improvements made by the Licensee within the Licensed Area shall be removed and restored at the Licensee's sole cost and expense as necessary to facilitate the City's work.
City's Rights and Responsibilities	69. The City shall have the right of access to the Licensed Premises at any time (24 hours a day, seven days a week) 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 Licensed Premises, and for doing any work to maintain, operate, repair, inspect or rehabilitate its existing water mains, sewer lines, and appurtenances, in or near to the Licensed Premises, without being responsible for any damage occasioned thereby. 70. The City reserves the right for BellMTS Inc. and The Manitoba Hydro-Electric Board and the City's Water and Waste Department or other public utilities (hereinafter referred to as "Public Utilities") to enter upon the Licensed Premises at any time without notice to the Licensee for maintenance, repair or installation of their utilities without the City and/or the Public Utilities being responsible for any damage occasioned thereby. Any removal or relocation of existing facilities as a result of the proposed License will be at the expense of the Licensee. 71. The Licensee shall notify the Public Utilities of any proposed improvements and constructions on the Licensed Premises to verify any existing plant or facilities for the Public Utilities located within the Licensed Premises. 72. The Licensee shall submit re-development plans for the review by the City's Water and Waste Department. In the event that a land drainage sewer is required to adequately service the site re-development on the Licensed Premises, the Licensee will undertake at their sole cost and expense the installation of the required works to the satisfaction of the City's Water and Waste Department. The Licensee shall submit a servicing report for approval before commencing any Land Drainage works.
Other:	73. The Licensee 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 following approval from the City's Standing Committees, Council, or its

	delegated authority, or such other date as mutually agreed upon and approved by the City's Director of Planning, Property & Development. 74. All terms and conditions contained herein, are subject to the approval of the City's Standing Committees, Council, or its delegated authority, and are not binding until such time as that approval is obtained.

Winnipeg School Division No. 1, hereby agree(s) to enter into a License Agreement with the City of Winnipeg for the use of the property identified as "**Proposed Licensed Area"** on the attached Misc. Plan No. 16053 and in accordance with the terms and conditions as outlined herein.

Signed in the City of Winnipeg, in the Province of Manitoba, this 16 day of May 2025.

Original documents signed by the Lessee(s)

Per: _____

Name: Secretary-Treasurer/CFO of the Winnipeg School Division No. 1 on May 16, 2025

MISCELLANEOUS PLAN



SCHEDULE B

Eligibility Criteria for Below Market Lease/License to Non-Profit Organizations

	Criteria	Meets Criteria	Does NOT Meet Criteria	Notes
i.	The Organization is a registered Non-Profit Organization.	**X**		The Winnipeg School Division is a not for profit organization.
ii.	The Organization provides activities/ programs that are compatible with the City's provision of services/programs, or addresses an identified gap in service to the community as determined by Stakeholders.	**X**		The Winnipeg School Division provides programs on school grounds as scheduled during regular school hours and when required until 6:00p.m. This provides opportunity for school to engage the children in recreational activity during school session and after.
iii.	The Organization provides a service for which there is a current and projected need in that location, as determined by Stakeholders, operating for a minimum prescribed number of operating hours.	**X**		All school playgrounds including the ones owned by City are utilized for Physical Education programs and other school programs and events during the day and as scheduled by the C.O.W. and Community Clubs in the evenings (after 6:00 p.m.)
iv.	If the Organization requires a building, the Lease or License must be for a Designated Non-Profit Building.	**N/A**		N/A – no building will be required.
v.	The Organization agrees to pay proportionate Operating costs associated with the Lease or License (a requirement for improved and unimproved City property).	**X**		The Winnipeg School Division agrees to perform ongoing maintenance and repairs as required. This amenity will be part of their weekly playground inspection routine which will ensure proper upkeep.
vi.	The Organization agrees to provide their annual financial statements to the City prior to June 1 in each calendar year for the duration of the Lease or License.	**X**		This amenity will not generate income and as such there will be no financial statements issued to the C.O.W.

General Remarks:
The Winnipeg School division is seeking an opportunity to increase the recreational activities of their student. This use of the land for building a play structure which will help achieve the schools aim and also contribute to improving the recreational activity for the Community.

SCHEDULE C

3.19 Specifications for Tree and Root Zone Protection

DEFINITIONS

Access Routes: A route that is required for access to the construction site or is otherwise required for work to commence.

CA: Contract Administrator

City Forester or Designate: As represented by a person employed by the City of Winnipeg as an Urban Forester, Supervisor of Urban Forestry Technical Services, or Forestry Technician authorized to provide Consulting Services.

Construction Area: The entire area of site disturbance, including excavation, construction traffic, equipment and materials storage, staging and parking areas, and access points.

DBH: Diameter at Breast Height – a measurement of the tree trunk, in centimeters, taken at 1.4m above grade.

Impervious Surface: An area with an existing paved surface such as concrete, asphalt surface, brick, or compacted granular.

Qualified Arborist: An arborist that holds a valid arborist certification with a certification number with the International Society of Arboriculture (ISA) and meets the general contractor requirements for the City of Winnipeg.

TPZ: Tree protection zone. This includes the soil inside the TPZ and the entire tree including roots, as calculated in Section 3.19.5.

TPZ Barrier: A physical barrier at the edge of the TPZ to ensure protection of the TPZ.

Tree Protection Plan: Is a report that outlines how construction work is to be done and the steps to be taken to protect trees within and adjacent to the construction site.

3.19 Tree Protection

3.19.1 No public tree may be pruned, damaged, or removed, without the written consent from the City Forester or Designate.

3.19.2 Where trees are to be preserved, a Tree Protection Plan is required to be submitted to the CA before any construction begins.

3.19.3 Specification for Tree Protection Zone applies to all public trees where the TPZ intersects with the Construction Area.

3.19.4 Tree Protection Zone (TPZ)

A TPZ shall be established by surrounding all Tree and Root Zones that are to be protected.

a) No activity is permitted inside the TPZ, including any traffic, construction excavation, change of grade, or disposal/storage of materials, chemicals.

b) No accumulation of water or other substances as a result of activities associated with construction is permitted within the TPZ.

c) No parking of vehicles or equipment.

d) The outside of the boundary of the TPZ shall be delineated by a physical barrier as specified in 3.19.5 and 3.19.6.

3.19.5 TPZ Setback Distance

a) The following chart identifies the required distance for a TPZ. Distance is to be measured from the outside edge of the tree trunk, 30 cm above grade.

Trunk Diameter (DBH)	Minimum Protection Distances Required
<10.1 cm	2.0m
10.1 – 40.0 cm	2.4m
40.1 – 50.0 cm	3.0m
50.1 – 60.0 cm	3.6m
60.1 – 70.0 cm	4.2m
70.1 – 80.0 cm	4.8m
80.1 – 90.0 cm	5.4m
90.1 – 100.0 cm	6.0m
>100.0 cm	1 cm for each 1.0 cm of trunk diameter

b) A physical TPZ barrier shall be constructed prior to the commencement of any disturbance on the Site by erecting a barrier as described in 3.19.5 and 3.19.6.

i) The Contractor shall obtain approval from the CA for placement and installation of barriers prior to commencing any construction activities.

ii) Barriers are to remain in place and be fully functional throughout the duration of the project until all work is completed to the satisfaction of the CA.

iii) Where the TPZ is interrupted by an impervious surface, the TPZ barrier will be installed at the edge of the hard surface area.

3.19.6 Materials for the TPZ Barrier shall meet the following specifications:

a) Fence to consist of chain link construction fencing anchored or held in place to the satisfaction of the CA.

b) Where fill or excavation material must be stored within 1m of the outside of the TPZ, a barrier of ¾" thick plywood must be securely installed along the outside of the fencing and must be long enough to accommodate the full extent or fill or excavated material to ensure that no material enters the TPZ.

c) The fence must be minimum 1.2 m in height to a maximum 2 m in height. Adjustments may be made where height interferes with the normal branching habit of the tree and as accepted by the CA.

d) A "Tree Protection Zone" sign must be mounted on any side facing foot and vehicular traffic, including construction traffic. The sign shall be produced in colour and be 45X60cm in size and made of white coroplast. A template for the sign will be provided by the CA. Only the provided design shall be used.

3.19.7 Pruning of Tree Branches

a) Branch pruning shall be performed prior to the start of the work to avoid anticipated conflicts between tree branches with construction activities or structures and are only to be performed by a Qualified Arborist with the written consent of the CA.

b) Branch pruning shall be in accordance with practices found in the latest edition of the American National Standards Institute (ANSI) A300 and the latest edition of the companion publication "Best Management Practices – Tree Pruning".

c) No above-ground pruning work shall be permitted on elm trees for the period April 1st to July 31st in accordance with the Manitoba Forest Health Protection Act and Regulations unless deemed a safety hazard by the CA.

d) Wood handling, transport, and disposal, shall be in accordance with Provincial and Federal legislation.

3.19.8 Pruning of Tree Roots

a) Root pruning shall be performed prior to start of the work to avoid anticipated conflicts between tree roots and construction activities or structures and are only to be performed with the written consent of the CA.

b) Root pruning shall be done in accordance with practices found in the latest edition of the American National Standards Institute (ANSI) A300 and the latest edition of the companion publication "Best Management Practices Root Pruning".

c) All exposed or surface roots greater than 40mm diameter damaged at the edge of the TPZ shall be cut cleanly by sawing. Severing or crushing roots by excavator or other mechanical device is not acceptable.

d) Wood handling, transport, and disposal, shall be in accordance with Provincial and Federal legislation.

3.19.9 Activities within the TPZ Subject to Approval

Specific activities that must occur within the TPZ are subject to approval by the CA and may be permitted under the following conditions:

a) When access to the site must transect the TPZ because no alternative access routes are available, the access route shall be constructed using either:

   i) A layer of wood chips 100 mm (4 inches) high covered with 50mm (2 inch) thick plywood, at minimum.

   ii) Compaction mats of sufficient size and weight-bearing capacity for the planned work.

b) Where work must be performed within the TPZ Barrier to install or repair underground utilities, tunneling or directional boring is preferred to open trenching across the roots as defined in CW2110 and CW 2130. All work must be in accordance with the latest edition of the American National Standards Institute (ANSI) A300 and the latest edition of the companion publication "Best Management Practices – Managing Trees During Construction".

If excavation is the only acceptable means of access to utilities then the contractor must arrange for Qualified Arborist to be on site to minimize risk to the public, workers, and tree(s).

3.19.10 Tree Protection Plan Violations, Tree Damage, and Compensation

a) Any damage that occurs to the above-ground parts of the tree, the roots, or soil within the TPZ is subject to assessment by the City Forester or Designate.

b) Damaged branches, roots, or any part of the tree that may pose a safety risk is to be reported immediately to the CA.

c) Where damage is deemed to be reparable, all remedial pruning or soil amendment activities must be performed by a Qualified Arborist.

d) The contractor shall be responsible for the cost of any work required to repair damages to the tree or soil found within the TPZ.

e) In cases where the City Forester or Designate determines that damage to:

   i) any public tree(s) not authorized for pruning or removal as part of the Work; or

   ii) any tree identified for preservation within the Construction Area and included on the Tree Protection Plan

   results in an irreparable risk to public safety, affected trees shall be removed by a Qualified Arborist, and the expense of the Contractor.

f) Damage to any public tree(s) not authorized for pruning or removal as part of the Work, or failure to adhere to the approved Tree Protection Plan shall result in compensation requirements for the appraised value for damage to any part or whole tree(s); as determined by the City Forester or Designate.

g) Financial compensation shall be paid to the City of Winnipeg Urban Forestry Branch and submitted to 1539 Waverley Street, R3T 4V7.

h) Compensation will be calculated as follows:

   i) For trees 10cm DBH and less, compensation values will be determined by the Urban Forestry's Branch current cost of replacement (for the same or similar tree species).

   ii) For trees greater than 10cm DBH, compensation values will be determined by using the method described in the latest edition of "The

Guide for Plant Appraisals" by the Council of Tree and Landscape Appraisers.

5.4 Tree Size Categories

Size Category	Average Height at Maturity (m)	Average Crown Width at Maturity (m)
Large	15 or greater	10 to 12
Medium	9 to 15	8 to 10
Small	Less than 9	5 to 7

4.0 Sources

Notes:

1. Public Works Department. *Streets By-law No. 1481/77*. City of Winnipeg, 2019.

2. Public Works Department. *Acceptable Tree Species for Boulevard Planting*. City of Winnipeg, 2017.

3. Public Works Department. *Boulevard Tree Planting Guidelines as Required Under Development Agreements*. City of Winnipeg, 2011.

4. Public Works Department. *Tree Planting and Maintenance Specification*. City of Winnipeg, 2011.

5. Public Works Department. *Tree Removal Guidelines*. City of Winnipeg, 2014.

6. Universal Design Office. *City of Winnipeg: Accessibility Design Standard*, Third Edition. City of Winnipeg, 2015.

7. Manitoba Hydro. *Guidelines for Residential Developers & Homebuilders.* Winnipeg, 2021. *;* Manitoba Hydro.

   Safe Excavation and Safety Watch Guidelines. Winnipeg, 2021.

8. Manitoba Hydro. *Guidelines for Residential Developers & Homebuilders*. Winnipeg, 2021. ; Manitoba Hydro. *Safe Excavation and Safety Watch Guidelines*. Winnipeg, 2021.

9. Service supplier is subject to change, but may include BellMTS/Shaw/Fibre Optic.

10. Grabosky, J., Bassuk, N., and Trowbridge, P. *Structural Soils: A New Medium to Allow Urban Trees to Grow in Pavement*, Washington, DC, American Society of Landscape Architects, 1999. ; Urban, J. *Room to Grow*. Treelink, 1999, 11:1-4.

11. Nursery Stock Standard Committee. *Canadian Nursery Stock Standard*, Ninth Edition. Canadian Landscape Nursery Association, 2017. ; Canadian Society of Landscape Architects and Canadian Nursery Landscape Association. *Canadian Landscape Standard: The Guide for Landscape Construction Projects Across Canada*, Second Edition. Canadian Society of Landscape Architects, 2016.

12. Public Works Department. *Manual of Temporary Traffic Control on City Streets*. City of Winnipeg, 2021.

Informed by:

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Auspitz, Jessie and Michelle Sawka. A Street Tree Survival Strategy in Toronto. Clean Air Partnership, 2012.

Blair, Danny, Ainsley Little, and Matthew Wiens. Review of Climate Change Projections for Southern Manitoba and Potential Impact for Agriculture. University of Winnipeg, 2008-2010.

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Wilderness Pilot Project. U.S. Forest Service, 2017.

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Lindsay, Susan. Manitoba Emissions, Impacts and Solutions: A Climate Change Resource for Grades 5 to 12 Teachers. Government of Manitoba, 2018.

McGrath, Dary, Ryan Munroe, and Jason Henry. *Ontario Landscape Tree Planting Guide.* Landscape Ontario Horticultural Trades Association, 2019.

Needoba, Ameila., Edward Porter, Camille LeFrancois, et al. *Urban Forest Climate Adaptation Framework for Metro Vancouver: Tree Species Selection, Planting and Management.* Diamond Head Consulting Ltd., 2017.

Trees Winnipeg, 2021.

Urabn Forestry. *The Seattle Department of Transportation Street Tree Manual.* City of Seattle, 2014.