REPORTS

Item No. 12 **Proposed Lease of a Portion of City-owned Property between St. James Assiniboia 55+ Centre and the City of Winnipeg at 2055 Ness Avenue (St. James Civic Centre)**
(St. James Ward)

STANDING COMMITTEE RECOMMENDATION:

The Standing Policy Committee on Property and Development concurred in the recommendation of the Winnipeg Public Service and recommended 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. James Assiniboia 55+ Centre for the property located at 2055 Ness Avenue, shown as "Exclusive Use Area: 208+/- m2 (2,239+-/ ft2)" on Misc. Plan No. 15614/10, and "SJA55+ Use Area: 75+/- m2 (807 ft2)" on Misc. Plan No. 15614/8, attached hereto as Schedule A, be approved.

2. That the City enter into, execute and deliver a Lease Agreement with St. James Assiniboia 55+ Centre and such other agreements as determined necessary by the City Solicitor/Director of Legal Services to implement the intent of the foregoing (the "Ancillary Agreements").

3. That authority be delegated to the Director of Planning, Property and Development to negotiate and approve the terms and conditions of the Lease Agreement and the Ancillary Agreements, in accordance with this report and such other terms and conditions deemed necessary by the City Solicitor / Director of Legal Services to protect the interests of the City.

4. That, subject to the approval of Recommendations 1 and 2, the Community Groups Occupying City-owned Facilities By-law 89/2005 be amended to include St. James Assiniboia 55+ Centre Inc. per the draft amending by-law attached to this report as Schedule C.

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

DECISION MAKING HISTORY:

Moved by Councillor Dobson,

That the recommendation of the Winnipeg Public Service be concurred in and forwarded to the Executive Policy Committee and Council.

Carried

ADMINISTRATIVE REPORT

Title: Proposed Lease of a portion of City-owned property between St. James Assiniboia 55+ Centre and the City of Winnipeg at 2055 Ness Avenue (St. James Civic Centre)

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

AUTHORIZATION

Author	Department Head	CFO	CAO
J. Kuczera (Acting)	H. Borys	T. Graham	M. Dryburgh Acting for J. Dunford

EXECUTIVE SUMMARY

The Public Service has negotiated the terms for a lease with St. James Assiniboia 55+ Centre Inc. ("SJA55+"). The leased area is in part of the newly expanded St. James Civic Centre located at 2055 Ness Avenue.

SJA55+ is a non-profit group and qualifies for a below market lease under the City's Policy on Leasing and Licensing of Property. SJA55+ will be responsible for all costs related to operating and maintaining the Leased Area.

SJA55+ will deliver recreation and active living programming to the 55+ community in the common use and leased areas.

The Ward Councillor has been informed of the Public Service's plans.

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. James Assiniboia 55+ Centre for the property located at 2055 Ness Avenue, shown as "Exclusive Use Area: 208+/- m^2 (2,239+-/ ft^2)" on Misc. Plan No. 15614/10, and "SJA55+ Use Area: 75+/- m^2 (807 ft^2)" on Misc Plan No. 15614/8, attached hereto as Schedule A, be approved.

2. That the City enter into, execute and deliver a Lease Agreement with St. James Assiniboia 55+ Centre and such other agreements as determined necessary by the City Solicitor/Director of Legal Services to implement the intent of the foregoing (the "Ancillary Agreements").

3. That authority be delegated to the Director of Planning, Property and Development to negotiate and approve the terms and conditions of the Lease Agreement and the Ancillary Agreements, in accordance with this report and such other terms and conditions deemed necessary by the City Solicitor / Director of Legal Services to protect the interests of the City.

4. That, subject to the approval of Recommendations 1 and 2, the Community Groups Occupying City-owned Facilities By-law 89/2005 be amended to include St. James Assiniboia 55+ Centre Inc. per the draft amending by-law attached to this report as Schedule C.

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

REASON FOR THE REPORT

In accordance with 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 with an option to renew an additional 5 years is considered to be a disposition of parkland.

Council Approval is required to amend City By-laws.

IMPLICATIONS OF THE RECOMMENDATIONS

The proposed Lease Agreement has an initial term of 10 years with two (10 year) options to renew.

St. James Assiniboia 55+ Centre will assume responsibility for all expenses related to the operations and maintenance of the Leased Area at a projected July 2027 cost of $2,154 per month.

It is within established criteria that not-for-profit organizations may apply for facility fee waivers for programs and services that benefit the community. This is considered under the delegated authority provided to the Director of Community Services. The proposed terms and conditions of the Lease includes a maximum of $100,000 per year in facility fee waivers associated with non-exclusive use program space through the established Facility Use Waiver process.

HISTORY/DISCUSSION

The St. James Civic Centre (SJCC) serves the West End of Winnipeg and is one of the larger multi-use recreation facilities operated by the City of Winnipeg. The St. James Assiniboia 55+ Senior Centre (SJA55+) has been working collaboratively with the City on the facility expansion project. The project includes renovating the existing facility hall and washrooms; providing new facility programming and staff spaces; and providing new dedicated administration and service spaces for the St. James Assiniboia 55+ Centre. On September 26, 2019, Council approved an application to the Investing in Canada Infrastructure Program – Community, Culture and

Recreation Infrastructure Stream (ICIP), supported by SJA55+. SJA55+ offices and programming are currently located at Deer Lodge Centre.

The proposed lease was circulated to City departments and no objections were received. Community Services were consulted during the negotiations and are supportive of the terms.

The Risk Management Division reviewed the insurance requirements, and their comments have been incorporated into the terms and conditions.

The Assessment and Taxation Department reviewed SJA55+ proposed use of the Leased Area and confirmed the group meets the criteria outlined in the Community Groups Occupying City-owned Facilities By-law 52/2026.

The proposed base rental rate for the Lease is $1.00 per annum, and the terms and conditions are consistent with the City's non-profit criteria outlined in the "Real Estate – Leasing and Licensing of Property" Policy.

In accordance with the Real Estate Transaction Management Framework, an internal review of current asking net rents for similar properties was completed to determine the opportunity cost of the Lease Agreement. The estimated market net rental rate is $25.00 per square foot, or $55,975.00 per year. The estimated fee simple market value is estimated to be in the range of $700,000 to $930,000. The highest and best use of the land is as a community/recreation facility under its current use and zoning.

The proposed lease is considered to represent the best value for the City based on the programming SJA55+ provides.

The Public Service recommends approval of the proposed Lease as negotiated in the terms and conditions. If the proposed Lease is approved, the Agreement will commence on July 1, 2027.

The Ward Councillor has been informed of the Public Service plans.

FINANCIAL IMPACT

Financial Impact Statement

Date: July 20, 2026

Project Name:

First Year of Program **2027**

Proposed Lease of a portion of City-owned property between St. James Assiniboia 55+ Centre and the City of Winnipeg at 2055 Ness Avenue (St. James Civic Centre)

	2027	2028	2029	2030	2031 to 2036
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	$ 25,848	$ 26,365	$ 26,892	$ 27,430	$ 173,031
Less: Incremental Revenue/Recovery	26,141	26,664	27,197	27,741	174,986
Net Cost/(Benefit)	$ (293)	$ (299)	$ (305)	$ (311)	$ (1,954)
Less: Existing Budget Amounts	(293)	(299)	(305)	(311)	(1,954)
Net Budget Adjustment Required	$ -	$ -	$ 0	$ (0)	$ 0

Additional Comments: Direct costs each year from 2027 onward represent SJ55+'s proportionate share of operating costs while revenue/recovery consists of the $1 rent + $292 admin fee + the recovery of SJ55+'s proportionate share of operating costs, with the latter two amounts being increased by an assumed annual inflation factor of 2%. An internal appraisal indicated market value rent of $55,975/annum for the highest and best use of the Leased Area, that being for community/recreational purposes, as outlined under its current zoning. Assuming a market exists, there is an opportunity cost of $559,750 for the initial 10-year term of the lease.

Mike McGinn July 20, 2026

Mike McGinn, CPA, CA
Manager of Finance

CONSULTATION

This Report has been prepared in consultation with:

Legal Services (as to legal issues)
Community Services Department

OURWINNIPEG POLICY ALIGNMENT

Our Winnipeg 2045 Development Plan

Goal: Economic Prosperity
Objective: 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.

Goal: Good Health and Well Being
Objective: Support positive health outcomes through the built and natural environments.

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 #5 – Low Carbon and Energy Efficient Buildings
Direction 5.1 Increase Energy Performance of Existing Buildings

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
Division: Real Estate and Land Development

Prepared by: B. Peterson, Senior Property Manager
Date: July 29, 2026
File No: 5099/2

Attachments:
Schedule A – Proposed Terms and Conditions and Misc Plan No. 15614/10
Schedule B – Eligibility Criteria for a Below Market Lease to Non-Profit Organizations
Schedule C – Draft amending by-law

SCHEDULE A
PROPOSED TERMS AND CONDITIONS FOR A LEASE
OF A PORTION OF 2055 NESS AVENUE

Landlord:	1. The City of Winnipeg (hereinafter called the "City").
Lessee:	2. St. James Assiniboia 55+ Centre (hereinafter called the "Lessee").
Location:	3. 2055 Ness Avenue, Winnipeg, Manitoba, commonly known as the "St. James Civic Centre" hereinafter called the "Property").
Leased Premises:	4. Shown and identified as "Exclusive Use Area: 208+/- m^2 (2,239+-/ ft^2)" on a drawing on file in the City's Planning, Property and Development Department as Misc. Plan No. 15614/10, and "SJA55+ Use Area: 75+/- m^2 (807 ft^2) on a drawing on file in the City's Planning, Property and Development Department as Misc. Plan No. 15614/8 attached hereto (hereinafter called the "Leased Premises").
Common Use Areas:	5. Common Use Areas are other non-exclusive spaces in the Property which can be booked through the Facility Reservation process as available and as determined by the Facility Supervisor (hereinafter called the "Common Use Areas").
	6. The Lessee shall provide a proposed quarterly schedule to the Facility Supervisor for use of the Common Use Areas. The City shall use reasonable efforts to collaborate with the Lessee to accommodate their proposed schedule for the Common Use Areas. However, the Lessee acknowledges that the Property is subject to the exclusive control and management of the City, and with the exception of dedicated office spaces, City functions and activities will have priority use of the Common Use Areas and Property.
	7. Upon approval of the quarterly schedule, the Lessee shall be provided with a reservation permit confirming the Common Use Areas, and subject to the terms and conditions of the reservation permit.
	8. Any requests outside of the approved schedule for Common Use Areas are to be requested through the Facility Reservations process at applicable Council Adopted Fees and Charges subject to availability and/or rental rates.

Primary Use:	9. The Lessee shall use the Leased Premises for the purpose of operating and maintaining a multi-purpose 55+ recreation and active living centre only and not for any other purpose except with the prior written consent of the City's Director of Planning, Property and Development (the "Director").
Initial Term:	10. Ten (10) year term commencing on July 1, 2027 or such other date as mutually agreed upon in writing and approved by the Director. The Lessee may only use the Leased Premises and Common Use Areas during the City's facility hours of operation excluding holidays at the City's sole discretion.
Extension Option:	11. Two (2), Ten (10) year options to extend on the same terms and conditions.
Rent:	12. Rent for the Leased Premises is One Dollar ($1.00) per annum plus GST payable yearly in advance (hereinafter the "Basic Rent").
Non-Profit Lease:	13. The Lessee represents and warrants that it has provided eligibility information required to apply for a Below Market Lease to Non-Profit Organizations, attached as Schedule "B", and that such information is true and accurate to the best of the Lessee's knowledge.
Administrative Fee:	14. Annual fee of Two Hundred and Ninety-Two Dollars ($292.00) plus GST, payable on the commencement date and on the anniversary of the commencement date in each year of the Term hereafter. 15. 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.
Additional Rent	16. The Lessee shall pay its proportionate share of Operating Costs for the Leased Premises. Additional Rent in Year 1 of the term, calculated in accordance with Sections 24. and 25., is estimated as $2,153.74 + GST per month.
Facility Use Waiver	17. The Lessee shall receive a waiver of fees for up to a maximum of $100,000.00 per calendar year (no carry over) for Facility Use Rentals incurred from their use of the Common Use Areas. The maximum fee waiver shall increase annually by the rate of inflation after year 1. 18. Common Use Areas Fees ("Facility Use Fees") in excess of the annual maximum shall be determined based on the Lessee's

actual use of the Common Use Areas and calculated through the Facility Reservations process as per applicable Council Adopted Fees and Charges.

19. For clarity, the Facility Use Waiver shall not apply to Rent, Additional Rent, membership fees, or Common Use Areas ancilliary costs (ie. staffing, equipment rentals, etc.).

Document Preparation Fee:

20. A one-time Document Preparation Fee in the amount of Five Thousand Six Hundred and Twenty Dollars ($5,620.00) plus GST payable within 30 days of the approval of these terms and conditions and only payable in the event that the Lessee does not meet the eligibility criteria set out in the Below Market Lease to Non-Profit Organizations attached as Schedule "B".

Municipal Taxes:

21. The Lessee shall pay to the local taxing authority all realty taxes, business tax, municipal taxes, school taxes, local improvements taxes, etc. which may be charged in respect of the use and occupation of the Leased Premises and which shall be billed directly to the Lessee.

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

Operating Costs & Utilities:

23. Unless otherwise specified herein, the Lessee 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 Leased Premises; the cost of cleaning, fire protection, HVAC repairs, plumbing repairs, general maintenance and servicing the Leased Premises, including garbage and waste collection and disposal; and the cost of security, policing and supervising the Leased Premises.

24. For any operating cost or utility not paid directly by the Lessee to the supplier, Additional Rent shall be calculated on the basis

of the City's reasonable estimate of the Lessee's proportionate share of Operating Costs and/or Utilities.

25. The Lessee shall pay its proportionate share of Operating Costs for the St. James Civic Centre on the first day of each and every month in advance during the Term as Additional Rent, in an amount determined by dividing the Landlord's reasonable estimate of the Lessee's proportionate share of Operating Costs for the current Lease Year by the number of months in the current Lease Year. A statement of reconciled Operating Costs will be provided within 180 days after the end of each Lease Year during the Term.

Other Fees, Licenses, Taxes etc:

26. The Lessee shall be responsible for all Licence fees, realty and business tax, etc. which may be charged in respect of the use and occupation of the Leased Premises.

27. The Lessee 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 Leased Premises, at its sole cost, effort and expense.

28. 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:

29. The Lessee shall provide and maintain the following insurance coverage at all times during the Term of the Lease 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, liquor liability if alcohol will be served, contractual liability, non-owned automobile liability, products and completed operations liability, tenant's legal liability for a limit commensurate with the space occupied in the inclusive amount of at least two million dollars ($2,000,000) per occurrence with a minimum of two million dollars ($2,000,000) 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;

(b) a broad form property insurance policy for the full replacement cost insuring all contents and equipment;

30. Subject to approval by the Director, if the Lessee performs any repair, maintenance, renovation, or construction work in/to/on/under the Proposed Leased Premises, the Lessee 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 $2,000,000 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;

    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 Proposed Leased/Licensed Premises.

31. All deductibles shall be entirely borne by the Lessee.

32. The Lessee shall ensure that all property policies and commercial general liability policies written on behalf of the Lessee contain a waiver of any subrogation right which the Lessee'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.

33. The Lessee shall take all policies out with insurers licensed in the Province of Manitoba.

34. The Lessee 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.

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

36. 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 Agreement or any subsequent extensions thereof, provided that the City shall give the Lessee reasonable notice and shall request reasonable change.

37. The Lessee shall file a certificate of insurance with the City upon occupancy and annually thereafter 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, MB, R3B 1J1
    Attention: Supervisor of Insurance
    Fax: 204-986-6132
    Email: insurance@winnipeg.ca

Cancellation/ Termination:

38. The Lease Agreement may be terminated:

    a. Upon one hundred and eighty (180) days' written notice by either party; or

    b. Should the Lessee be in default of the proposed Terms and Conditions or of the Agreement, the City shall provide the Lessee with 30 days' notice to remedy the default along with a description of the nature of the default. Should the Lessee not remedy the default to the satisfaction of the City, the City may at its sole discretion terminate the Lease Agreement immediately upon the expiration of the 30 days. Upon termination or cancellation of the Lease Agreement, the Lessee shall remove its property (including both fixtures and chattels) from the Leased Premises and leave same in a condition satisfactory to the Director. Should the Lessee default in so doing the City may:

        i. Restore the Leased Premises at the sole risk and expense of the Lessee; and

        ii. Remove, sell and/or dispose of the Lessee's property (including but not limited to both fixtures and chattels) at the City's sole discretion without the consent of the Lessee and at the risk and expense solely of the Lessee.

The City shall not be required to provide any compensation to the Lessee for such removal, sale and/or disposal.

39. Notwithstanding the forfeiture or termination of the Lease Agreement in any manner herein provided for, the Lessee 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 Lessee to be observed and performed upon and after the said termination.

Development:

40. Unless otherwise specified herein, all improvements, development, construction and maintenance of the Leased Premises will be performed at the sole cost, expense and effort of the Lessee, including, but not limited to, obtaining all permits required to develop, occupy and utilize the Leased Premises for its intended use. All improvements, development and construction are subject to the prior written approval of the Director.

41. The Lessee shall bear the cost for caveats and plans of easement for any structure or improvements requiring utility servicing.

42. The Lessee shall follow the Winnipeg Accessibility Design Standards in its improvements, construction and installations.

43. The Lessee 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 Leased Premises or any fixtures or improvements thereto by reason of Work, labor, services or materials supplied or claimed to have been supplied to the Lessee.

44. The Lessee will not erect or permit the erection of any building or structure whatsoever on the Leased Premises, nor do any excavation therein or improvement thereon, without the prior written consent and authority of the Director.

45. The Lessee is advised that no permanent structures are permitted above public utilities.

46. 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 Lease Agreement, subject to the option of the City to demand removal of the buildings or structures from the Leased Premises at the termination, cancellation or expiration of the Lease Agreement.

47. The Lessee 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 Leased Premises by the installation and removal, provided, however, that in the event that the Lessee fails to make good any such damage as aforesaid, the City may so repair the Leased Premises and the Lessee 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 Lease Agreement.

Repairs and Maintenance:

48. The Lessee shall, at its sole cost, effort and expense:

    a. Maintain and repair the Leased Premises in a safe, clean and tidy condition (reasonable wear and tear excepted) to the satisfaction of the Director, including, but not limited to: maintenance, repair and replacement of heating, plumbing and electrical systems (ie. plumbing fixtures; electrical wiring/outlets located within the Leased Premises);

    b. Ensure that any items stored in the Leased Premises are stored in a safe manner and do not pose a safety hazard to the Property. No storage of items is permitted in the Property save for within the Leased Premises;

    c. Ensure that access to, use of, and occupancy of the Leased Premises and Common Use Areas 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;

    d. Assume responsibility for any and all damage done to the Leased Premises by reason of, or arising out of, forcible entry into any structures located on the Leased 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 Leased Premises at the Lessee's sole cost, expense and effort within thirty (30) days of receiving such notice.

49. The Lessee shall reimburse the City for any and all costs incurred by the City in making good any loss or damage to the Leased Premises or Common Use Areas, City's property and/or utilities caused as a result of the Lessee's use and occupancy of the Leased Premises or Common Use Areas as applicable, without limiting the generality of the foregoing, caused as a result of any negligent or willful act of the Lessee, its contractors, agents, servants or employees.

50. All maintenance and repair costs associated with the use and operation of the Leased Premises during the Term shall be the sole responsibility of the Lessee.

Signage:

51. The Lessee shall not paint, display, inscribe, place or affix any sign, symbol, notice, advertisement or lettering of any kind on the Leased Premises and Common Use Areas, 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.

52. In the event that the Lessee wishes to pursue sponsorship opportunities, including naming rights, for the Leased Premises or Common Use Areas, any improvements or proposed improvements thereon or in any other way related to the Leased Premises or Common Use Areas, the Lessee is required to comply with the City's Sponsorship Policy or any other applicable City Policies and Procedures.

Assignment or Sub-let:

53. The Lessee is not to assign or sub-lease or part with possession of all or any part of the Leased Premises without the Lessee first obtaining the Director's prior written consent. In such event, the City in its sole discretion may cancel the Lease Agreement and enter into a new Lease Agreement;

54. Upon making application for such consent by the City, the Lessee shall pay to the City a non-refundable administrative fee of Six Hundred and Forty dollars ($640.00), plus G.S.T, or such amount as may from time to time be determined by the City in its sole discretion.

55. Any consent by the City to an assignment shall not relieve the Lessee of its obligation for the payment of rents hereby reserved and the performance of the terms and conditions herein contained.

City's Access:

56. The City shall have the right of access to the Leased Premises (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 Leased 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 Leased Premises, without being responsible for any damage occasioned thereby. Notwithstanding the foregoing, the City will provide notice where possible.

57. The City reserves the right for BellMTS Inc. and The Manitoba Hydro-Electric Board or other public utilities (hereinafter referred to as "Public Utilities") to enter upon the Leased Premises at any time without notice to the Lessee 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 lease will be at the expense of the Lessee.

58. The Lessee acknowledges there is a Privately owned 150mm water main, with private hydrant and other appurtenances, as well as a 300mm combined sewer main with manhole located within or near the Leased Premises. There is also a City-owned water main and valve entering within or near the southeast portion of the subject area which connects with this private water infrastructure. The Water & Waste Department will require unrestricted 24/7 access to the City-owned portion for any work/maintenance that may need to be performed.

Conditions:

59. The Lessee takes the Leased Premises on an “as is” basis and acknowledges that the City is under no obligation to improve the Leased Premises or Common Use Areas or to remedy them in any manner for use or occupation by the Lessee. The City acknowledges that the Leased Premises will be new construction, and related deficiencies will be addressed.

60. The Lessee shall not release into the environment, or deposit, discharge, place, or dispose of, at, on, or near the Leased 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.

61. The Lessee shall not affect the Leased Premises or Common Use Areas in any undesirable environmental manner. If the Lessee causes the Leased Premises or Common Use Areas to become contaminated, as determined by the City, the City may require the Lessee to immediately restore the land to its original condition at the Lessee’s sole cost and expense. The City shall not be responsible for contamination caused by the Lessee and the Lessee shall indemnify the City from and against same.

62. The City shall have the right, but not the duty, to enter upon the Leased Premises from time-to-time to inspect the Leased Premises for environmental contamination and in the course thereof to conduct soil and ground water testing. The City may enter the Leased Premises during regular business hours of the Lessee without prior notice, and may enter the Leased Premises during periods other than regular business hours either with prior written consent of the Lessee or without if the City reasonably believes that an emergency exists on the Leased Premises. The City shall conduct any such inspections or testing so as to minimize interference with the Lessee’s business operations. The City’s entry on to the Leased Premises shall not relieve the Lessee’s obligation to pay rent under the Lease.

63. The Lessee 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 Leased Premises or Common Use Areas or any part thereof, any noxious, noisome or offensive art, trade, business, occupation or calling and the Lessee shall not do, omit or suffer or permit to be done or omitted in, on or upon the Leased 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.

64. The Lessee agrees that its operation shall not negatively impact the adjoining areas, and any such impact shall constitute a breach of the Agreement.

65. The Lessee agrees that any misuse of the Leased Premises or Common Use Areas may result in termination of the lease agreement.

66. The Lessee agrees that if at any time during the Term of this Agreement the City's use or requirements for the Leased Premises reasonably necessitate the relocation and/or modification and/or removal of the Lessee's property from the Leased Premises, the Lessee 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.

67. The Lessee shall not file any caveat or other encumbrance against the Leased Premises. For greater certainty, the Lessee shall not enter into any easement agreements with public utilities with respect to the Leased Premises.

68. The Lessee 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 Leased Premises and Common Use Areas, and shall obtain all necessary permits and variance orders in that regard at its sole cost and expense.

69. The Lessee shall follow, adhere to, and comply with all City Policies, Procedures and operational directions as amended from time to time as they apply to the Property.

70. The Lessee 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 Premises for any use or purpose, nor as to any environmental conditions which may exist.

71. The Lessee acknowledges and agrees that it will not be entitled to an abatement or reduction in Rent or Additional Rent as a result of any nuisance, disruption to or interference with the Lessee's use and enjoyment of the Leased Premises or Common Use Areas 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 Leased Lands. The Lessee further agrees not to make any claim against the City for such nuisance, disruption to or interference with the use of the Leased Premises.

72. The Lessee 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 Leased Premises and Common Use Areas by the Lessee. This provision shall survive any termination or expiration of this Agreement.

73. Notwithstanding anything to the contrary contained in the Lease 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 Lease 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 Lessee from the payment of Rent/Fees in the amounts and at the times specified in the Lease Agreement nor shall they apply so as to extend the period of time for the Lessee to complete Lessee's work or to extend the fixturing period, if any, nor shall they entitle the Lessee to compensation for any inconvenience, nuisance or discomfort thereby occasioned.

74. The Lessee 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.

75. The Facility Supervisor will issue access cards/keys to approved users that physically work within the Building as reasonably determined by the Facility Supervisor. The Lessee shall provide annually, a list of approved keyholders, identifying each individual's contact information and their function within the Lessee's organization. Users are held responsible for keys and access cards and costs for replacement, and must return same when no longer utilizing the Property. Failure to return keys/access cards will result in the Lessee being charged for the full replacement cost, re-programming fees and/or re-keying of locks. The Lessee will advise the Facility Supervisor immediately if access cards/keys are lost.

76. The Lessee shall provide information on incidents associated with disturbances, including but not limited to violence, damage to property, crimes against people, or situations involving citizens who present an increased level of risk to others, including names and descriptions of those causing the disturbances. Any incidents must be forwarded to the Facility Supervisor.

77. The Lessee shall maintain books and records regarding the proper financial management of the Leased Premises which includes but is not limited to a record of all revenues and their application and a record of all expenditures. The Lessee shall submit annual financial statements by September 30 of each year, an annual written summary, including statistical data related to the Lessee's programming and use of the facility. The Lessee will reasonably provide additional information upon request by the City.

78. The Lessee and the City shall meet at a minimum annually for the purpose of reviewing the past years' operations and planning future programming. Such review shall include but not limited to an analysis of attendance, trends and use, problems encountered and plans for the coming year.

79. The City will be responsible for structural repairs and capital improvements to any building located on the Leased Premises. Structural repairs include repairs to structural elements such as the roof, walls and foundation.

80. The Lessee will ensure its members and invitees preserve and maintain good order, discipline, and safety in the use of the Leased Premises and Common Use Areas including, but not limited to maintaining a respectful environment free of behaviors such as discrimination, harassment, disruptive conflict, disrespectful behavior, and violence.

81. The City shall have the right at any time to eject from the Property or refuse admittance to any person who, in the opinion of the City or Facility Supervisor is creating a disturbance or behaving in an objectionable or unacceptable manner. The Lessee will not permit entry to any individual who has been banned from the Property.

82. The City acknowledges the Lessee operates funded congregate meal programs and food security programs, which is a permitted use in accordance with the Facility Reservation process. The Lessee shall not permit or engage in the sale of food or concessions within the Leased Premises or Common Use Areas without written approval by the Facility Supervisor or approved Facility Reservation permit.

83. Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or joint venture between the Parties hereto, it being understood and agreed that neither the method of computation of Rent, nor any other provision contained herein, nor any acts of the parties herein shall be deemed to create any relationship between the Parties other than the relationship of Landlord and Lessee.

84. The Parties acknowledge and agree that the Lessee is an independent entity and that neither the Lessee, nor an officer, servant, nor agent of the Lessee shall be deemed to be an employee, agent, representative or servant of the City.

Arbitration/Dispute Resolution:

85. In the event a dispute shall arise between the City and the Lessee as to any matter herein contained, excepting a matter herein provided to be determined solely by the City or its consultants and excepting a dispute as to Rent payable, then such dispute shall be resolved by arbitration in accordance with the provisions of *The Arbitration Act,* C.C.S.M. c. A120.

Other:

86. The Lessee shall enter into a formal Lease 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 within six (6) months from the date following approval from the City's Standing Committees and Council, or its delegated authority, or such other date as mutually agreed upon and approved by the City's Director of Planning, Property & Development.

87. All terms and conditions contained herein, are subject to the approval of Council, or its delegated authority, and are not binding until such time as that approval is obtained.

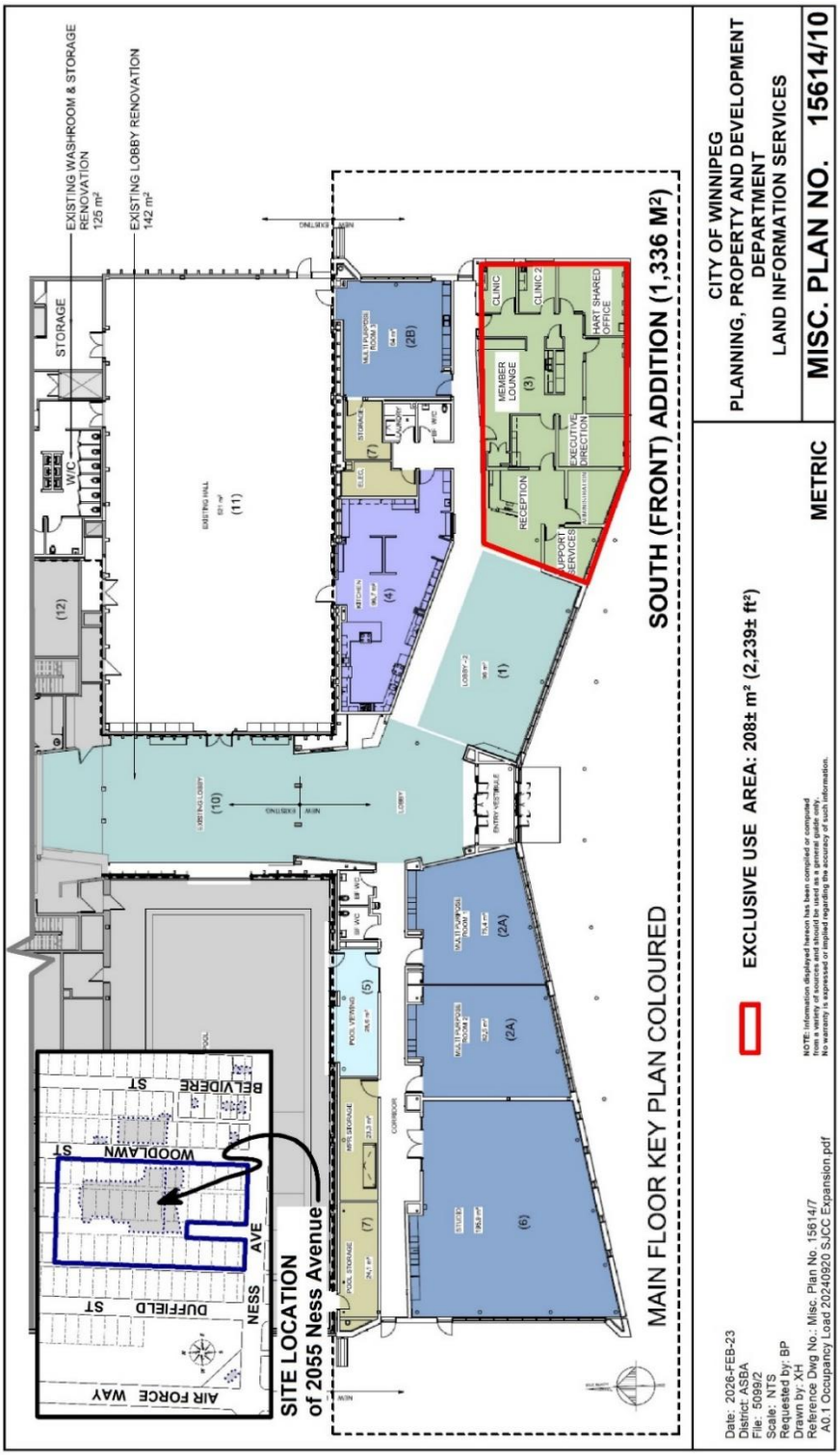
St. James Assiniboia 55+ Centre, hereby agree(s) to enter into a Lease Agreement with the City of Winnipeg for the use of the property identified as "Exclusive Use Area: 208+/- m^2 (2,239+-/ ft^2)" on the attached Misc. Plan No. 15614/10 and "SJA55+ Use Area: 75+/- m^2 (807 ft^2) on a drawing on file in the City's Planning, Property and Development Department as Misc. Plan No. 15614/8 and in accordance with the proposed terms and conditions as outlined herein

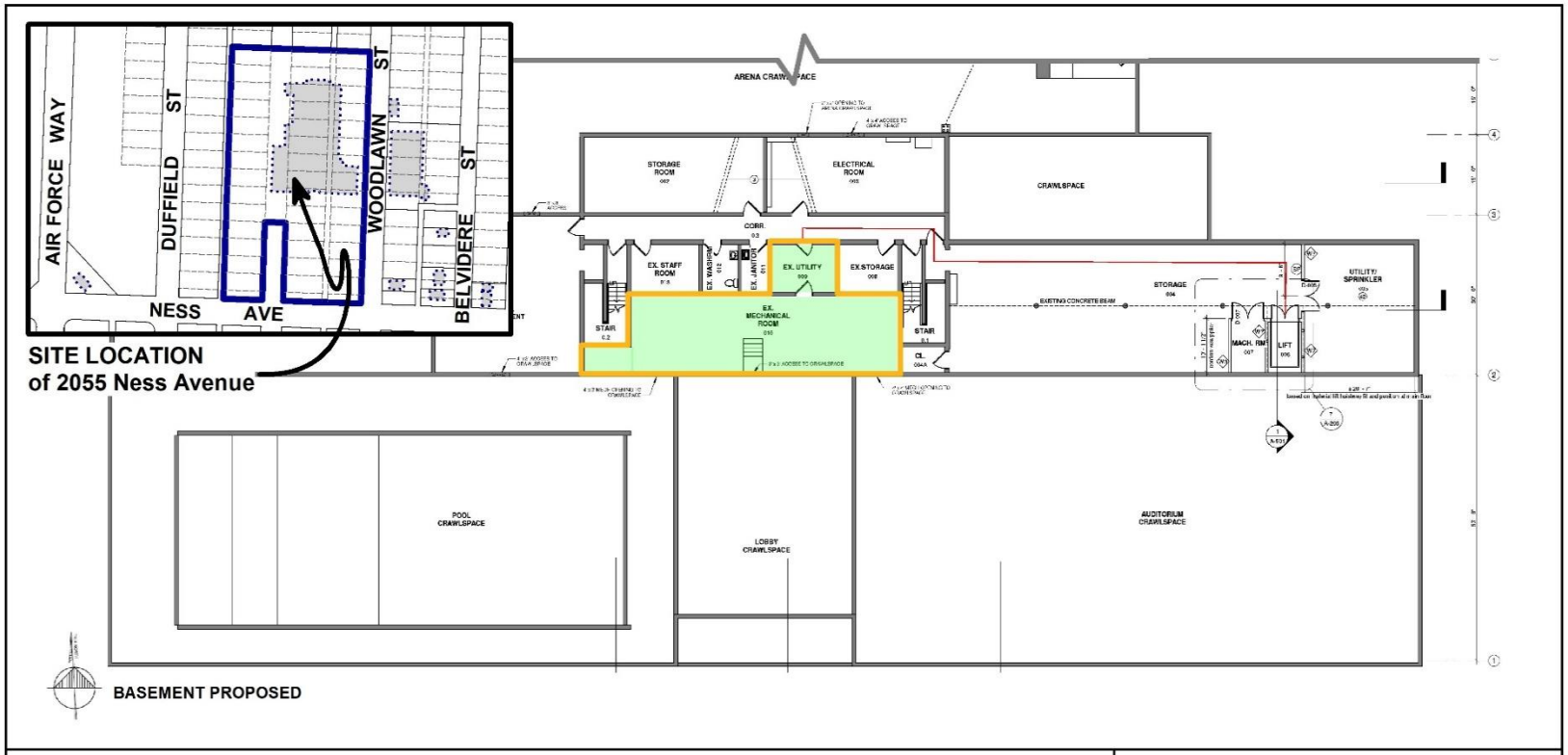
Signed in the City of Winnipeg, in the Province of Manitoba, this 4th day of June 2026.

Original documents signed by the Lessee(s)

Per: Lynn Greaves, President

MISCELLANEOUS PLANS





Date: 2024-NOV-22
District: ASBA
File: 5099/2
Scale: NTS
Requested by: BP
Drawn by: XH
Reference Dwg No.: Misc. Plan No. 15614/7
Basement Plan - Proposed SJA55 Storage Room.pdf

SJA55+ USE AREA: 75± m² (807± ft²)

NOTE: Information displayed hereon has been compiled or computed from a variety of sources and should be used as a general guide only. No warranty is expressed or implied regarding the accuracy of such information.

METRIC

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

MISC. PLAN NO. 15614/8

SCHEDULE B

Eligibility Criteria for Below Market Lease to Non-Profit Organizations

	Criteria	Meets Criteria	Notes
i.	The Organization is a registered Non-Profit Organization.	√	St. James Assiniboia 55+ Centre is a registered non-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.	√	St. James Assiniboia 55+ Centre offers programs to promote fitness/sport, education, special events & outings, drop-in, food & friendship and support services.
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.	√	St. James Assiniboia 55+ Centre has provided seniors active living programming in the St. James Assiniboia Catchment area since 1992.
iv.	If the Organization requires a building, the Lease or Licence must be for a Designated Non-Profit Building.	√	
v.	The Organization agrees to pay proportionate Operating costs associated with the Lease or Licence (a requirement for improved and unimproved City property).	√	
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 Licence.	√	

Written by: **Bridget Peterson** **Date:** **April 9, 2026**

SCHEDULE C

Draft Amending By-law

THE CITY OF WINNIPEG

BY-LAW NO. /2026

A By-law of THE CITY OF WINNIPEG to amend the Community Groups Occupying City-owned Facilities By-law No. 89/2005.

THE CITY OF WINNIPEG, in Council assembled, enacts as follows:

Community Groups Occupying City-owned Facilities By-law amended

The Community Groups Occupying City-owned Facilities By-law No. 89/2005 is amended by this By-law.

Section 2 amended

2 The table in section 2 is amended by:

a) Adding:

St. James Assiniboia 55+ Centre Inc.	2055 Ness Avenue

DONE AND PASSED this day of , 2026.

Mayor

City Clerk

Approved as to Content:

Director of Planning, Property and Development

Legally Reviewed and Certified as to Form:

for Director of Legal Services and City Solicitor

DRAFT