Minutes - Executive Policy Committee – February 16, 2005

Minute No. XXX
Report - Standing Policy Committee on Downtown Development – February 7, 2005

Item No. XXX Design Centre Memorandum of Understanding
File DDB

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

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

1. That a Memorandum of Understanding be entered into between the City of Winnipeg and the University of Manitoba for the establishment of the Design Centre, as outlined in Attachment "A" to the report from the Director of Planning, Property and Development dated January 19, 2005, incorporating the following amendment:

   A. Delete the words "Advisory Committee" in Recommendation 2.f. of the Memorandum of Understanding and substitute therefore the words "Review Process".

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

Minutes - Executive Policy Committee – February 16, 2005

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DECISION MAKING HISTORY:

Moved by Councillor XXX,
That the recommendation of the Standing Policy Committee on Downtown Development be concurred in and forwarded to Council.

Carried

STANDING COMMITTEE RECOMMENDATION:

On February 7, 2005, the Standing Policy Committee on Downtown Development concurred in the administrative recommendation, amended as follows, namely:

- Delete the words "Advisory Committee" in Recommendation 2.f. of the Memorandum of Understanding and substitute therefore the words "Review Process".

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

Re: Design Centre Memorandum of Understanding

For submission to: **Standing Policy Committee on Downtown Development**

Original report signed by: **Director of Planning, Property and Development**

Report date: January 19, 2005

Recommendation(s):

1. That a Memorandum of Understanding, as outlined in this report and appended as "Attachment A", be entered into between the City of Winnipeg and the University of Manitoba for the establishment of the Design Centre.
2. That the proper officers of the City of Winnipeg be authorized to do all things necessary to implement the intent of the foregoing.

REPORT SUMMARY

Key Issues:

- Plan Winnipeg, CentrePlan and the Downtown Winnipeg Zoning By-law 100/04 all identify urban design as a means of creating a comfortable, safer, more liveable environment.
- Management of design through development regulations such as the Zoning By-law should only be one way of supporting design excellence. A proactive exploration of design practices elsewhere and opportunities in Winnipeg will lead to higher urban design standards and expectations.
- Through the Design Centre, the City, in partnership with the University of Manitoba, can proactively support design

Implications of the Recommendation(s):

General implications:

	None
X	**For the organization overall and/or for other departments**
X	**For the community and/or organizations external to the City of Winnipeg**
	Involves a multi-year contract

Comment(s):

- The Design Centre will support the City's by-law responsibilities to ensure the best urban design practices in the Downtown.
- It will create a downtown venue for developers and community groups to explore design practices and opportunities.

Policy implications:

X	**No**
	Yes

Comment(s):

-

Environmental implications:

X	**No**
	Yes

Comment(s):

-

Human resources implications:

X	**No**
	Yes

Comment(s):

- Through this MOU the City will be committing to supplying a co-director, together with the University of Manitoba, to oversee this Centre. This responsibility will be additional duties of existing Planning Staff.

Financial implications:

X	**Within approved current and/or capital budget**
	Current and/or capital budget adjustment required

Comment(s):

- The 2004 budget included $200,000 for Design Centre start-up and operation. By a separate report, the Chief Financial Officer approved, on January 6, 2005, the transfer of $100,000 of this 2004 budget to the Commitment Reserve Fund. The remaining $100,000 has been approved in principle within the Department's annual operating budget for 2005 and 2006.

REASON FOR THE REPORT:

Council approval is required for the City to enter into a legal agreement with the University of Manitoba for the establishment of a Design Centre.

HISTORY:

During 2004 the City has undertaken a number of initiatives aimed at enhancing downtown development:

- The establishment in March 2004 of the Standing Policy Committee on Downtown Development has coordinated downtown decision making at the highest level.
- The adoption in June 2004 of the new Downtown Zoning By-law has simplified regulation of downtown development and promoted more mixed use.
- The adoption of Design Guidelines in September 2004 has clarified expectations for new development downtown with a focus on urban design principles.
- The proposed establishment of the Urban Design Advisory Committee will be an important connection with the community to advise the City on current development proposals.

In addition to these four initiatives aimed at enhancing the City's response to downtown development proposals, discussions with the community and at a Council Seminar in January 2004 identified a Design Centre as a means whereby Winnipeg can be more proactive in the pursuit of design excellence, especially in the downtown area.

In discussions with the Faculty of Architecture at the University of Manitoba a Memorandum of Understanding (MOU) has been drafted as a means of initiating the establishment of this Design Centre.

DISCUSSION:

The draft of a Memorandum of Understanding between the City of Winnipeg and The University of Manitoba, to establish a Design Centre, is appended to this report as ATTACHMENT "A".

Discussions with the University of Manitoba have led to the following understanding for the Design Centre:

Mandate. The mandate of the Design Centre will be to:

- Promote a public discourse on urban design, related issues, concepts and opportunities;
- Examine urban design solutions undertaken in other cities;
- Promote urban design solutions appropriate for the City of Winnipeg;
- Create an opportunity, through the provision of studio space and supporting infrastructure, for students and faculty in the Faculty of Architecture to investigate urban design issues in the City of Winnipeg; offer innovative solutions and

interventions; and promote emerging urban design theory and practice appropriate for Winnipeg;
- Connect community groups and others to the Faculty of Architecture to explore urban design in a collaborative context (while not impeding the role of professional practitioners to offer their services to such groups); and
- Assist community groups, developers and others to connect with the design professionals in Winnipeg.

Scope and Function. The Design Centre will:
- Provide education and leadership in design issues such as: place making, sustainable planning and design, crime prevention through environmental design, universal design, heritage conservation, participatory methods in design, and children and youth in design;
- Provide a working link between the Faculty of Architecture, the City, design professionals and the community on urban design matters;
- Provide studio space and associated supporting infrastructure, such as technology and equipment for the pursuit of the Centre's mandate;
- Host design competitions and design awards;
- Support education on urban design with a particular focus on the students of Faculty of Architecture at the University of Manitoba; and
- Support the work of the City of Winnipeg's Urban Design Advisory Committee.

Under this Memorandum of Understanding the City and the University have defined mutual responsibilities for the establishment of a Design Centre. The City agrees that it will:
1. Provide space for the Design Centre and, subject to annual approval by Council, provide an annual operating budget of approximately $100,000.
2. Provide initial start-up funds of approximately $100,000 for leasehold improvements, furniture, equipment and other expenditures identified in a business plan.
3. Provide staff support in the form of a Co-Director along with support for that Co-Director.

The University has made a commitment to:
1. Conduct design studios and community based design processes.
2. Conduct public displays of student work and other material related to the mandate of the Design Centre.
3. Provide a co-director for the Design Centre.

The 2004 current budget provided $200,000 for the Design Centre of which $100,000 was intended for start-up costs and $100,000 for operating. In addition, $100,000 in operating costs was budgeted in principle for 2005 and 2006. By separate report, the Chief Financial Officer approved, on January 6, 2005, the transfer of $100,000 from the 2004 budget to the Commitment Reserve Fund. These funds will be necessary to establish the space and the equipment needed to fulfill the mandate of the design centre.

The MOU calls for the appointment, by the City and the University, of Co-Directors of the Design Centre and the appointment of a Steering Committee to include representatives of the

University, the City and such other individuals as, in the opinion of the Co-Directors, can best advise the Co-Directors on the establishment of the Design Centre. The Co-Directors, with the advice of the Steering Committee, will prepare a business plan defining the mandate, operating procedures and financing of the Design Centre.

The $100,000 in operating funds will be used, under the direction of the Co-Directors and a proposed Steering Committee, to implement the mandate of the Design Centre and may include sponsoring public design forums, assisting in funding speakers on current design issues, initiating a design excellence recognition program and paying for part time staff to manage day-to-day Design Centre activities.

The Co-Director appointed and paid for by the City shall be responsible for office management, design review, management of the peer review process and design projects. At the outset, it is envisioned that the Downtown Planning Coordinator will assume this role. The Co-Director appointed and paid for by the University shall be responsible for studio and community-based design co-ordination and community information dissemination.

Financial Impact Statement

Date: January 11, 2005

COMMENTS:

The recommendations in this report are that a Memorandum of Understanding be entered into between the City of Winnipeg and the University of Manitoba for the establishment of the Design Centre. There are no financial implications associated with these recommendations. Approval for funding of $100,000 in start-up costs and $100,000 in annual operating costs has already been made.

"Original Signed By"
Mike McGinn, CA
Manager of Finance

IN PREPARING THIS REPORT, THERE WAS CONSULTATION WITH AND CONCURRENCE BY:
The Legal Services Division

THIS REPORT SUBMITTED BY:

Planning, Property and Development Department
Division: Planning and Land Use
Prepared by: John McNairnay
PPD File #:

Document name: O:\Reports Directive\Planning and Land Use\Downtown Planning Branch\Design Centre-Jan 11.doc

ATTACHMENT "A"

THIS AGREEMENT made as of the ____ day of _____, 2004

BETWEEN:

THE UNIVERSITY OF MANITOBA

(hereinafter referred to as the "University")

-and-

THE CITY OF WINNIPEG

(hereinafter referred to as the "City")

Preamble

WHEREAS:

A. The City and the University, through its Faculty of Architecture (the "Faculty of Architecture"), wish to express their intention to enter into an agreement for the joint development and operation of a design centre to be located in the City of Winnipeg (the "Design Centre");

B. The Design Centre will be a resource centre for the dissemination of information and ideas, and for the promotion of dialogue and discussion about urban design and associated concepts, relating primarily to the downtown area and surrounding neighbourhoods within the City of Winnipeg;

In consideration of the mutual covenants set forth below, the City and the University agree each with the other as follows:

A. Mandate, Scope and Function of Design Centre

1. Mandate. The mandate of the Design Centre will be to:

a. promote a public discourse on urban design, related issues, concepts and opportunities;

b. examine urban design solutions undertaken in other cities;

c. promote urban design solutions appropriate for the City of Winnipeg;

d. create an opportunity, through the provision of studio space and supporting infrastructure, for students and faculty in the Faculty of Architecture to investigate urban design issues in the City of Winnipeg; offer innovative solutions and

interventions; and promote emerging urban design theory and practice appropriate for Winnipeg;

e. connect community groups and others to the Faculty of Architecture to explore urban design in a collaborative context (while not impeding the role of professional practitioners to offer their services to such groups); and

f. assist community groups, developers and others to connect with the design professionals in Winnipeg.

2. **Scope and Function.** The Design Centre will:

a. provide education and leadership in design issues such as: placemaking, sustainable planning and design, crime prevention through environmental design, universal design, heritage conservation, participatory methods in design, and children and youth in design;

b. provide a working link between the Faculty of Architecture, the City, design professionals and the community on urban design matters;

c. provide studio space and associated supporting infrastructure, such as technology and equipment for the pursuit of the Centre's mandate;

d. host design competitions and design awards;

e. support education on urban design with a particular focus on the students of Faculty of Architecture at the University of Manitoba; and

f. support the work of the City of Winnipeg's Urban Design Advisory Committee.

B. Establishing the Design Centre

3. **City Responsibilities**. The City shall:

a. provide space and operating budget, subject to Council approval in each fiscal year, for the development and operation of the Design Centre, including the salary and related costs for the City's Co-Director, as further described herein;

b. subject to the approval of Council, provide initial start-up funding in an amount equal to approximately ONE HUNDRED THOUSAND ($100, 000) DOLLARS to pay for items (including equipment, renovations, etc. as required) to be identified in a business plan developed by the Co-Directors; and

c. provide support for the Design Centre and its programs, including support staff, and related resources for the Co-Directors.

4. **University Responsibilities**. The University shall

a. encourage students and faculty to examine design issues through designated design studios and community-based design processes to a maximum of three (3) studios and two (2) community-based design processes and, a minimum of two (2) studios and one (1) community-based design process in each year of this Agreement;

b. organize and hold public displays of student work in the Design Centre bi-annually during the term of this Agreement; and

c. provide a Co-Director, including salary and related costs, by dedicating one of the faculty members in the Faculty of Architecture to perform the role. The Co-Director will manage the design studios and community based design processes, co-ordinate design speakers; promote urban design, liaise with professional groups and community groups, and co-ordinate the publication of the Design Centre findings.

The City and the University agree that the Faculty will maintain the right to select design studio topics to ensure academic freedom, provided that the Faculty of Architecture will consult from time to time with the City to identify potential studio topics. The City and the University further agree that community-based design topics will be identified in a collaborative process, each party agreeing with a community to the selected topics.

5. **Management of the Design Centre.** Each of the University and the City shall appoint one (1) Co-Director, and together, the two (2) Co-Directors shall manage the day-to-day operations of the Design Centre.

Upon execution of this Agreement, the Parties shall develop the job descriptions for the Co-Directors; provided that, the Co-Director appointed and paid for by the City shall be responsible for office management, design review, management of the peer review process and design projects; and, the Co-Director appointed and paid for by the University shall be responsible for studio and community-based design co-ordination and community information dissemination.

The University and the City will establish a Steering Committee to include representatives of the University, the City and such other individuals as, in the opinion of the Co-Directors, can best advise the Co-Directors on the establishment of the Design Centre.

The Co-Directors, with the advice of the Steering Committee, will prepare, or cause to be prepared, a business plan defining the mandate, operating procedures and financing of the Design Centre. Notwithstanding subsection 3., no funds shall be provided until the business plan is approved by the City's Standing Policy Committee on Downtown Development and by the University.

The University and the City will do all things reasonably necessary to establish the Design Centre on the basis of an approved business plan.

C. Miscellaneous

6. **Termination of Agreement.** This Agreement shall terminate one hundred and eighty (180) days after written notice of termination is served by either party upon the other.

This Agreement shall also terminate on the earliest date that the Design Centre or any successor institute thereto, shall no longer be in existence. Where the City has not received formal approval for funding under section 3(a), written notice shall be given to the University immediately to that effect, and the City shall work with the University to ensure that appropriate funding is in place to meet the needs of the Design Centre until the effective date of termination of this Agreement.

Notwithstanding termination under this Agreement, the Parties shall co-operate with each other to reasonably ensure that students then participating in programs through the Design Centre are not disadvantaged as a result of termination.

7. **Ownership.** In the event that University policy provides for ownership of intellectual property arising under this Agreement, the University shall use all reasonable efforts to ensure that the City can use materials, reports, data or information arising under this Agreement at no additional cost to either the City or the University. The Parties agree that any materials, reports, data or information produced by students in the course of their participation in activities, programs or events through the Design Centre shall be owned by the students, unless otherwise agreed to by the students in writing; or, unless otherwise provided for under policies of the University.

8. **Liability and Insurance.** Each of the Parties shall assume its own liability and shall maintain appropriate insurance to protect itself against the liabilities that might arise under this Agreement.

9. **Relationship.** Nothing contained herein shall be deemed to create an employment relationship between the f the City and the University or between their employees.

10. **Governing Law.** This Agreement shall be construed by the laws of the Province of Manitoba.

11. **Resolution of Disputes.** In the event of a dispute under this Agreement, The Arbitration Act of Manitoba shall apply.

12. **Public Statements.** The Parties agree that any public statements or media releases in relation to this Agreement shall be made jointly.

13. **Notice.** Any notices required to be served under this Agreement shall be personally delivered, mailed or faxed to the following:

If to the City:

The Director
Planning Property and Development Department
3rd Floor, 65 Garry Street
Winnipeg, MB R3C 4K4
Fax No.: (204) 947-2284

If to the University:

Attn: Vice-President (Administration)

The University of Manitoba
Room 208 Administration Bldg.
Winnipeg, MB R3T 2N2
Fax No.: (204) 275-1160

With a copy to:
Attn: Dean, Faculty of Architecture
The University of Manitoba
Room 201 Russell Building
Winnipeg, MB R3T 2N2
Fax No.: (204) 474-7532

14. **Entire Agreement.** This Agreement constitutes and expresses the whole agreement of the parties with reference to the development and operation of a Design Centre and with reference to any matter or thing herein provided for or hereinbefore discussed or mentioned, all provisos, representations and undertakings relative thereto being merged herein.

15. **Condition Precedent**. It is a condition precedent to the parties' respective obligations under this Agreement that the City obtain the funding referred to under section 3(b) hereinabove.

16. **Amendment.** Only written amendments, executed by the Parties, shall be valid.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

F. THE UNIVERSITY OF MANITOBA

_____ Per: _____

Witness Vice-President (Administration)

G. THE CITY OF WINNIPEG

_____ Per: _____

Witness Mayor

_____ Per: _____

Witness City Clerk

Approved:

_____
Director of Planning, Property and Development

Certified as to form:

_____
For City Solicitor