



City Clerk's Department • Bureau du Greffier

March 9, 2018

Re: Request for access to information under Part 2 of *The Freedom of Information and Protection of Privacy Act*: Application Number 17 12 1065

On December 14, 2017, the City of Winnipeg received your request for access to the following:

All emails, documents, notes, reports, minutes, faxes to and from the City CAO Doug McNeil between April 1 2015 to present day about 1 Portage Ave East and associated parking lots leased for the use of the Goldeyes ballpark and including any proposals for lease extensions.

On January 15, 2018, we issued a fee estimate for the time over and above the 2 free hours allotted by the Act and on February 6, 2018, we received your payment.

Your request for access has been granted in part, with severing to the enclosed 173 pages of emails and their attachments. You will note that we have exercised our discretion to sever information under the following exceptions to disclosure in the Act:

Advice to a public body

23(1) *The head of a public body may refuse to disclose information to an applicant if disclosure could reasonably be expected to reveal*

- (a) *advice, opinions, proposals, recommendations, analyses or policy options developed by or for the public body or a minister;*
- (b) *consultations or deliberations involving officers or employees of the public body or a minister;*

Disclosure harmful to security of property

26 *The head of a public body may refuse to disclose information to an applicant if disclosure could reasonably be expected to harm or threaten the security of any property or system, including a building, a vehicle, an electronic information system or a communications system.*

Disclosure harmful to economic and other interests of a public body

28(1) *The head of a public body may refuse to disclose information to an applicant if disclosure could reasonably be expected to harm the economic or financial interests or negotiating position of a public body or the Government of Manitoba, including the following information:*

- (c) *information the disclosure of which could reasonably be expected to*
 - (iii) *interfere with or prejudice contractual or other negotiations of, a public body or the Government of Manitoba*

As required by section 7(2) of the Act, we have severed information that is excepted from disclosure and have provided you with as much information as possible.

Section 23(1)(a) is a discretionary exception intended to ensure that full, free and frank advice can be produced by employees of the City. Accordingly, we have severed information that may reveal the

substance of confidential advice, opinions, proposals, recommendations, and analysis to or from employees.

Section 23(1)(b) is a discretionary intended to ensure that full and frank consultations and deliberations continue to take place among employees of the City. Accordingly, we have severed information that, if disclosed, would reveal the substance of confidential, internal deliberations and consultations.

Section 26 is a discretionary exception intended to protect electronic information systems. We have severed information that, if disclosed, could reasonably be expected to harm the security of City's electronic information system.

And, finally, section 28 is a discretionary exception intended to protect the public body's economic interests. We have severed information that, if disclosed, would prejudice or interfere with the City's ongoing negotiations.

Section 59(1) of the *Act* provides that you may make a complaint about this decision to the Manitoba Ombudsman. You have 60 days from the receipt of this letter to make a complaint on the prescribed form to the Manitoba Ombudsman (mail: 750-500 Portage Avenue, Winnipeg, MB, R3C 3X1; telephone: 204-982-9130 or 1-800-665-0531). If you have any questions, please call me at (204) 986-3141.

Sincerely,



Denise Jones
Access and Privacy Coordinator

A G E N D A
 Mayor / CAO Meeting

May 21, 2015
 10:00 – 11:00 a.m.

	AGENDA ITEM	COMMENTS & NEXT STEPS	ATTACHMENT
1.	non-responsive		
2.			
3.			
4.			
5.			
6.			
7.	Proposed Amending Agreement to the Lease between Riverside Park Management Inc. (RPM) and the City		 Riverside Lease Briefing Note 5-11-15.

8.	non-responsive
9.	
10.	
11.	
New Business:	

Confidential Briefing Note

To: Michael Jack, A/COO

From: Marc Pittet, A/Director of Planning, Property & Development

Date: May 11, 2015

Re: Proposed Amending Agreement to the Lease between Riverside Park Management Inc. (RPM) and the City of Winnipeg



Recommendation(s):

1. 23(1)(a), 28(1)(c)(iii)

2.

3.

Reason:

▪ 23(1)(a), 28(1)(c)(iii)

Key Issues:

▪ On July 23, 1997, Council adopted a report which recommended a lease agreement for the Multi-Purpose Sports and Recreation Centre (Shaw Park). On June 4, 1999, Shaw (formerly CanWest Global) Park officially opened.

▪ The Lease Agreement commenced in 1998 with a term of 25 years and annual rent of \$1.00. There is no renewal clause and termination is only in favor of, or by default of, RPM (the Tenant). Further, the City is not receiving any property, business, or amusement tax revenues from Shaw Park (baseball) operations. 23(1)(a), 28(1)(c)(iii)

▪ 23(1)(a), 28(1)(c)(iii)

- 23(1)(a), 28(1)(c)(iii)

-

-

Current Status/Next Steps:

- 23(1)(a), 28(1)(c)(iii)

Departmental Contact / Spokesperson Name and # (if applicable):

Brad Erickson, Manager of Municipal Accommodations - (204) 986-6624, (204) 391-0853

McNeil,Doug

From: Jack, Michael
Sent: Wednesday, September 23, 2015 12:22 PM
To: Thomas, Janet
Cc: McNeil,Doug
Subject: Fwd: Baseball Park Lease

Janet - I believe we had a BN in this some time ago - please advise if you can locate it.

Sent from my iPhone

Begin forwarded message:

From: "McNeil,Doug" <DMcNeil@winnipeg.ca>
Date: September 23, 2015 at 12:20:12 PM CDT
To: "Kiernan, John" <JKiernan@winnipeg.ca>
Cc: "Jack, Michael" <MJack@winnipeg.ca>, "MacDonald, Erin" <EMacDonald@winnipeg.ca>
Subject: Baseball Park Lease

Hi John,

23(1)(a)(b)

***DOUG***

Douglas D. McNeil
Chief Administrative Officer
The City of Winnipeg
2nd Floor, 510 Main Street
Winnipeg, MB R3B 1B9
Tel: 204-986-5104
Fax: 204-949-1174
Cell: 204-391-0600

McNeil, Doug

From: Thomas, Janet
Sent: Wednesday, September 23, 2015 1:40 PM
To: Jack, Michael; McNeil, Doug
Subject: Riverside Lease Briefing Note 5-11-15.docx
Attachments: Riverside Lease Briefing Note 5-11-15.docx

23(1)(a)(b), 28(1)(c)(iii)



Confidential Briefing Note



To: Michael Jack, A/COO
From: Marc Pittet, A/Director of Planning, Property & Development
Date: May 11, 2015
Re: Proposed Amending Agreement to the Lease between Riverside Park Management Inc. (RPM) and the City of Winnipeg

Recommendation(s):

1. 23(1)(a), 28(1)(c)(iii) [Redacted]
2. [Redacted]
3. [Redacted]

Reason:

- 23(1)(a), 28(1)(c)(iii) [Redacted]

Key Issues:

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- The Lease Agreement commenced in 1998 with a term of 25 years and annual rent of \$1.00. There is no renewal clause and termination is only in favor of, or by default of, RPM (the Tenant). Further, the City is not receiving any property, business, or amusement tax revenues from Shaw Park (baseball) operations. 23(1)(a), 28(1)(c)(iii) [Redacted]
- 23(1)(a), 28(1)(c)(iii) [Redacted]

- 23(1)(a), 28(1)(c)(iii)
-
-

Current Status/Next Steps:

- 23(1)(a), 28(1)(c)(iii)

Departmental Contact / Spokesperson Name and # (if applicable):

Brad Erickson, Manager of Municipal Accommodations - (204) 986-6624, (204) 391-0853

McNeil,Doug

From: Thomas, Janet
Sent: Friday, October 16, 2015 10:25 AM
To: Erickson, Brad
Cc: Wong, Cindy; Kiernan, John; Jack, Michael; McNeil,Doug
Subject: RE: CONFIDENTIAL: Riverside Lease Briefing Note

Ok thanks – I'll watch for the report.

From: Erickson, Brad
Sent: Friday, October 16, 2015 10:12 AM
To: Thomas, Janet
Cc: Wong, Cindy; Kiernan, John
Subject: RE: CONFIDENTIAL: Riverside Lease Briefing Note

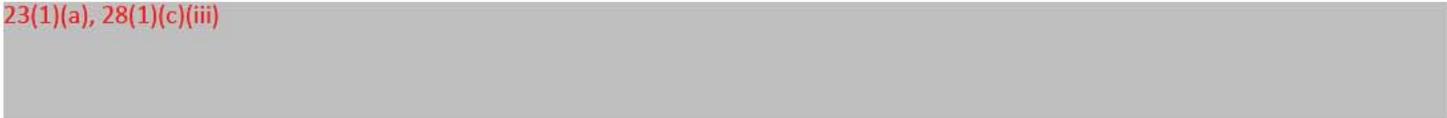
23(1)(a), 28(1)(c)(iii)



From: Thomas, Janet
Sent: Thursday, October 15, 2015 12:25 PM
To: Erickson, Brad; Kiernan, John
Cc: Jack, Michael; McNeil,Doug; Wong, Cindy
Subject: CONFIDENTIAL: Riverside Lease Briefing Note

Hi.

23(1)(a), 28(1)(c)(iii)



Thank you.

Janet.

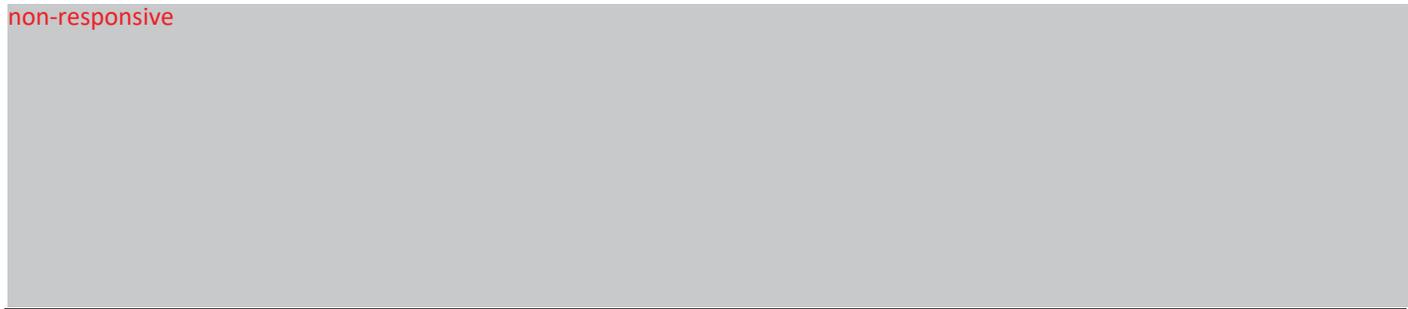
A G E N D A
Mayor / CAO Meeting

February 2nd, 2016

	AGENDA ITEM	COMMENTS & NEXT STEPS	ATTACHMENT
1.	non-responsive		
2.			
3.			
4.	Proposed Amending Agreement to the Lease between Riverside Park Management Inc. and the City of Winnipeg	John Kiernan will attend	 MA2015-217 - Proposed Amending A  MA2013-098 - Riverside Extension r  2015 12 11 - BN - Riverside Ballpark (ve
5.	non-responsive		
6.			

	non-responsive
7.	
8.	
9.	
10.	
11.	

non-responsive



New Business:

Confidential Briefing Note

To: Michael Jack, Chief Operating Officer

From: John Kiernan, Director, Planning, Property and Development Department

Date: January 25, 2016

Re: Request for Lease Renewal – Riverside Park Management Inc. (Riverside) – Shaw Baseball Park – 1 Portage Avenue East



Recommendations:

1. 23(1)(a), 28(1)(c)(iii)

2.

3.

Background:

- On July 23, 1997 Council approved the lease of City-owned property located at 1 Portage Avenue East to Riverside Park Management in conjunction with authority to undertake land assembly of private property and construction of a Baseball Park.
- The Tenant accepted full responsibility for the construction of a Baseball Park at its sole cost, effort and expense subject to standard conditions and obligations.
- The approved lease term was 25 years at an annual rent rate of \$1.00 and expires on July 27, 2023.
- Under the terms of the lease, the City is the owner of the Land and Riverside is the owner of the Project and Improvements (i.e. the building and any other improvements on the land).
- Upon expiration of the lease term, ownership of the Project and Improvements revert to the City. The Land will continue to be owned by the City.
- 23(1)(a), 28(1)(c)(iii)

- The lease does not include a clause for cancellation or termination by Riverside. However, Riverside does have certain common law rights to terminate if the City is in default of its obligations as Landlord.
- Over various years, Council approved a series of amending agreements supporting expansion and use of the baseball park.
- Amending agreements included approval for the use of various City-owned properties and public rights of way for the purposes of construction of a 2nd level restaurant, erection of a sign and parking.
- All amending agreements were approved under the same terms and conditions of the original lease (master lease).
- 23(1)(a), 28(1)(c)(iii)
- In 2013, the Winnipeg Public Service completed a cross-jurisdiction review and consultation on digital sign regulations. That work led to a set of zoning by-law amendments adopted by Council in 2014.
- 23(1)(a), 28(1)(c)(iii)

Council and Standing Committee Authority

- Council Policy for the Sale, Acquisition, Rental, Leasing and Management of Properties is premised on leasing, retaining and recommending disposition of the City's real property assets in a manner that fulfills Council policy objectives, supports efficient and effective public service, program delivery and civic purpose.
- SPC PD has jurisdiction over matters related to asset management, development control, land development and planning and land use in the area defined as the Downtown.
- Council allocates Departmental jurisdiction to its real property assets based on a Department's service delivery mandate, future proposed capital requirements and encumbrances on real property assets and alignment with Council Policy deliverables.

Administrative Mandate:

- The Planning, Property and Development holds administrative responsibility for the stewardship of real property assets as;
 1. agents acting on behalf of the Department of Jurisdiction for the negotiation and recommendation of sale, acquisition and lease of City property;
 2. portfolio management of properties within its own Jurisdiction to fulfill its service delivery mandate and Council policy deliverables; and
 3. property and building managers for City-owned buildings and facilities.
- In accordance with Council Policy, PP&D's current practice is to exercise due diligence in ensuring all relative departmental objectives are taken into account at the time specific property disposition is under consideration.
- In its capacity as property and building managers for City owned building and facilities, it is PP&D's practice to manage its properties by exercising sound stewardship and due diligence in its assessment of economic performance and operational effectiveness through cost recovery of each facility and building.
- This is undertaken through various analyses, including;
 1. Civic Need Assessments
 2. Facility/Building condition analysis – capital infrastructure vs. operational
 3. Functionality and utilization – suitability of location, configuration on property and related services, user satisfaction, frequency of use, etc.
 4. Life cycle management analysis -- full life cycle cost analysis of owning and operating asset

5. Use and occupancy analysis – throughout the life cycle of the property, does the use and occupancy ensure the property continues to fully, effectively and efficiently meet the service and program deliverable
6. Levels of services – current, expected future and desired
7. Risk management
8. Performance information and reporting
9. Comprehensive Cost/Benefit Analysis and Business Case development
10. Economic Impact Analysis

Key Issues:

- 23(1)(a), 28(1)(c)(iii)

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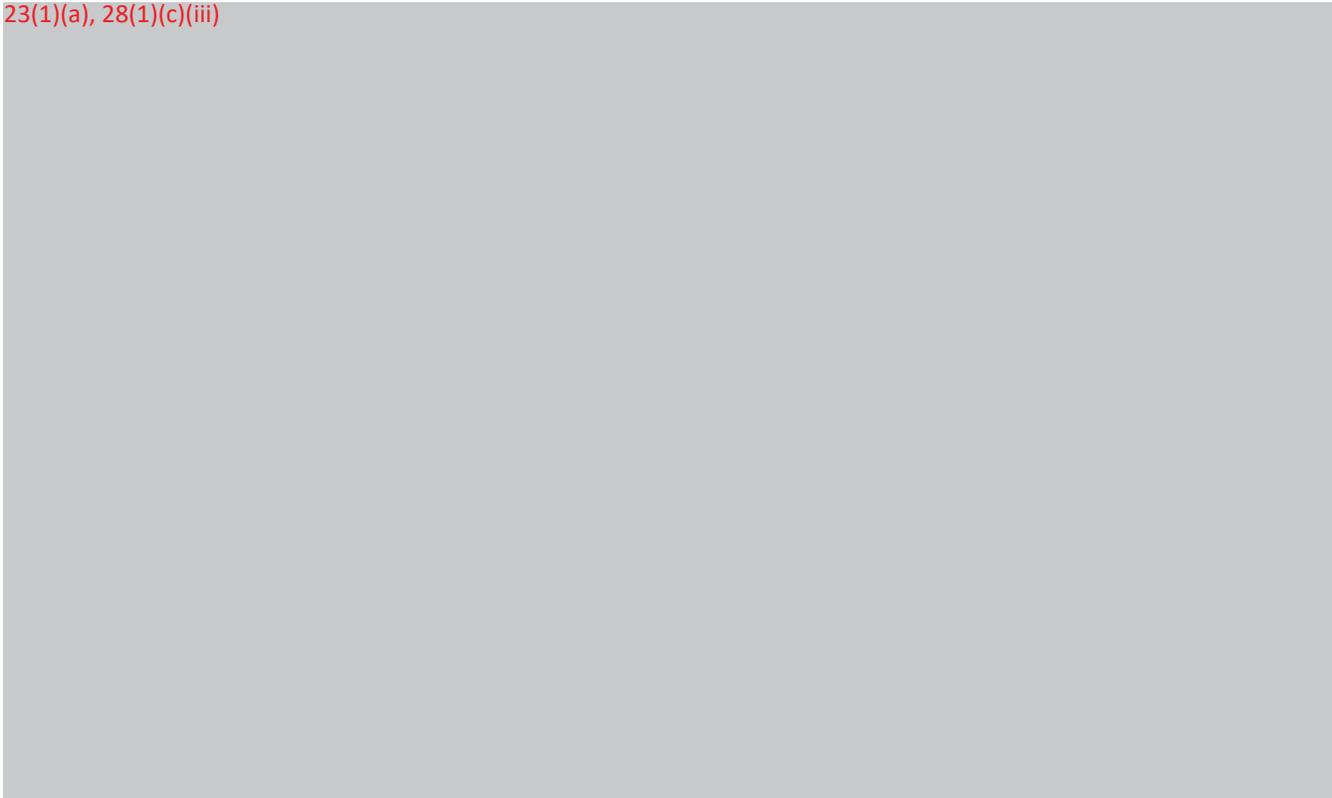
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- 23(1)(a), 28(1)(c)(iii)



Cautionary Notes

- 23(1)(a), 28(1)(c)(iii)



- Under the terms of the lease, the City is the owner of the Land and Riverside is the owner of the Project and Improvements (i.e. the building and any other improvements on the land).
- Upon expiration of the lease term, ownership of the Project and Improvements revert to the City. The Land will continue to be owned by the City.

- 23(1)(a), 28(1)(c)(iii)



Current Status/Next Steps:

- a) In accordance with Council Policy and PP&D's administrative responsibilities, the Municipal Accommodations Division undertakes appropriate due diligence from a corporate policy framework and perspective that is in the best interest of the city as a whole when preparing potential positions of negotiation.
- b) In its capacity as property and building managers for City owned building and facilities, it is PP&D's practice to manage its properties by exercising sound stewardship and due diligence in its assessment of economic performance and operational effectiveness through cost recovery of each facility and building. This is undertaken through various analyses.

23(1)(a), 28(1)(c)(iii)



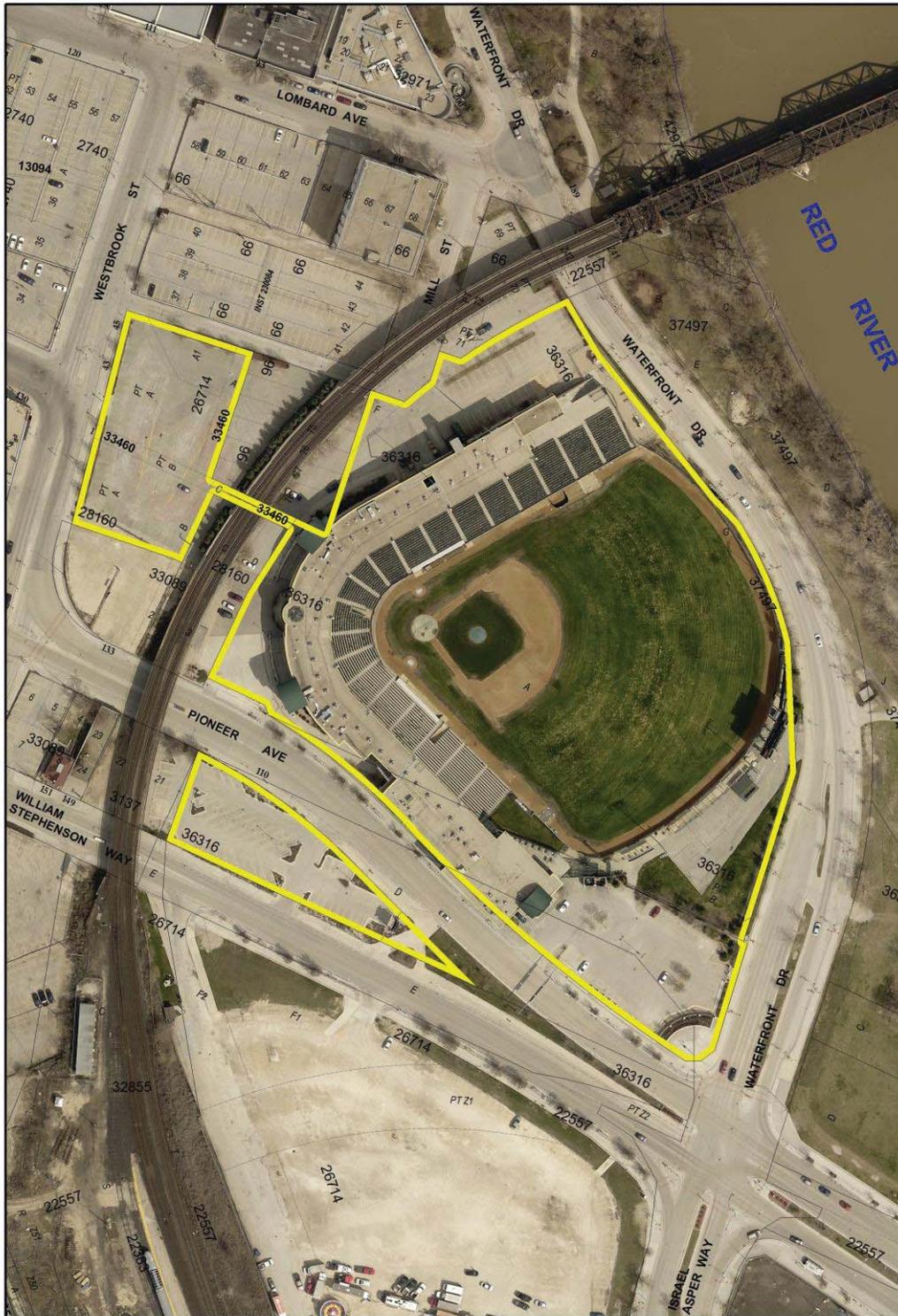
Attachments

- Properties under lease to Riverside Park Management – Misc. Plan No. 11140/1
- 23(1)(a), 28(1)(c)(iii)
- Internal Operating Procedures – Steps to Process Lease

cc Krista Boryskavich, City Solicitor
Samantha Murata, Solicitor

26





**PROPERTIES UNDER LEASE TO
RIVERSIDE PARK MANAGEMENT**

METRIC

Date: 2015-Dec-10
 District: CC/LSWK
 File: Not Available
 Scale: 1:1600
 Requested by: SC
 Drawn by: IP
 Reference Dwg No.: N/A



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

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

MISC. PLAN NO. 11140/1

23(1)(a), 28(1)(c)(iii)



Internal Operating Procedures – Steps to Process Lease

- Request to lease land or building is received (if it is by phone advise caller that the request must be submitted in writing for our files)
 - Next steps:
 - Define the proposed use of the lands, timelines proponent is expecting
 - If the proponent is a non-profit organization, see **Non-Profit Criteria** and refer to the City's **Policy on the Sale/Lease of City Lands to Non-Profit Organizations, File FI-2.3**. See also **NPO Reporting**.
 - Advise proponent to contact Zoning to determine if the use is permitted and what will be required of him/her
 - Contact Zoning yourself to confirm the permitted use for the file
- If proponent asks what the realty taxes are, advise that they contact Assessment and Taxation Department for that information
- Verify ownership of the property by performing a Title Search (see **Title Search Process**) and also check the Tax and Assessment Roll (see **Tax Roll Search Process**)
 - City land may have a caveat or other instrument attached. Understand what these are, how they affect the lease/use of lands. Print out the appropriate document pages for the file
- Perform Corporate Search (see **Corporate Search Process**)
 - When agreements are sent out to the proponent for execution, Legal Services Department leaves it to the Corporation to determine who has the necessary authority to sign. This is because the City is not privy to all the corporations documents (i.e. bylaws or resolutions) that may permit certain persons, who are not listed as officers in the corporate search, the authority to execute documents.
- Establish Jurisdiction using iView (see **iView Manual**)
- Contact Applicant – advise of policy and procedure to prepare lease
 - who has conduct of the file
 - jurisdiction
 - circular process
 - proposed terms and conditions
 - report/briefing note
 - no guarantee of time line (as our work depends on others)
- Ask Mapping Section to prepare Miscellaneous Plan of proposed leased area.
- Send to Appraisal (depending on appropriate Lease Rate Methodology)

- If the lease rate is \$1.00 (that is the lease agreement is with a qualifying non-profit organization) it is still necessary to record the true market value in YARDI (see **YARDI Process**) to track non-monetary grants issued by the City
- Circulate as required, include miscellaneous plan, proposed use of the lands, term, and any important details regarding the lease or the land (see **Circulation Memo Template**)
 - Circular always needs to be sent to the Department having jurisdiction
 - Provide 2 weeks to respond, amending for holidays
 - Area Councillor must be included and you **MUST** receive a reply in writing for our file
 - Review replies for any provisions that should be included in the proposed terms and conditions and send back to the respondent for review and concurrence that we have accurately captured their intent
- Draft Proposed Terms and Conditions
 - Include any provisions that have been provided as a result of the Circulation Memo
 - Leases must include an Administration Fee of either \$250.00 plus GST per annum for non-profits (\$1.00 rent) and \$500.00 per annum plus GST for market value rent
 - Send to Insurance branch for review and input of insurance terms
 - Commencement date: always first of the month
 - Rent is 10% of assessed value (usually)
 - Cancellation Clause – This is a must. Negotiation starting point of 90 days for small businesses and 30-60 days for a parking lot. Dependent on use, some leases may have 365 day cancellation clause.
 - The City's land portfolio is comprised of mostly vacant land and is held for future use. That use may be soon or several years from now and so we do not actively market it. We are typically approached by a proponent who is the only one who has a specific need for the land and therefore is also typically the only person that would want it. The City must have the ability to regain its land and this must be made clear to the proponent.
 - All leases are to be NET of taxes
 - Non-profit organizations may apply for exemption from taxes by filling out the appropriate forms with the Assessment and Taxation Department. The lease still will contain a clause that the Tenant is responsible for payment of realty taxes. This is because it is the Province that mandates taxes, not the City. Non-profit organizations, even if exempt from taxes, are still responsible for any applicable local improvement and sewer and water charges.
- Send completed T&CS to Legal Services for review

- Once Legal Services returns the T&Cs, make any changes and then draft a cover letter (see **Cover Letter Template**) and send to the proponent for signing
- When Terms and Conditions are received from proponent, barring any changes, prepare RIS Report or Briefing Note (see **Report Process** or **Briefing Note Process**)
- Enter a new record in YARDI if the Tenant is already using the property. If they are not, set up YARDI record after approval from SPC, Council or Director) and then:
 - Request Accounting to set up tenant charges
 - Request Tax and Assessment to set up for taxes
 - Make a note in Outlook to follow up in 2 months to ensure tax roll is completed
 - Inform Insurance Branch that insurance should be forthcoming

*(the above 3 requests are done in one email for ease of tracking (see **Tenant Setup Memo Template**)
- Once report or briefing note is approved by SPC , Council or Manager
 - Proofread Disposition for accuracy
 - Write letter to Tenant advising of the approval and request insurance
 - Send a memo to Legal Services with instructions to prepare the formal agreement
 - Attach copy of disposition
 - Attach copy of report or briefing note
 - Attach miscellaneous plan
 - Provide contact info of tenant
 - Attach any other pertinent documentation
 - Advise Admin Staff to add to add to Tracking Log for Leases
- Formal Agreement received from Legal Services
 - Review each clause to ensure it accurately reflects terms and conditions
 - Sign at “Approval” signature spot to indicate you have reviewed the agreement
 - Signatures are done this this order and directed by Legal Services
 - Supervisor of Property Management (signs where indicated on the left side of the signature panel “Approved”) Return to Legal Services for further processing
 - Legal Services will send the agreement to any other departments that are required to sign it
 - Legal Services will then send the agreement to the Tenant who will have both copies signed by a duly authorized signing officer of the company under corporate seal. Alternately, if the Tenant does not have a corporate seal, then the execution by the signing officers must be done in the presence of a witness who is NOT related to the officers through blood or marriage and who is NOT less than 18 years of age. The

witness must sign opposite the signatures of the officers and then print his/her name and address beneath his/her signature.

- Legal Services will receive the Agreement back from the Tenant and then sign it and return it to us for the last signature which is the Director's
 - Make 1 copy for our records
 - Stamp and fill in Yardi codes and attach to Yardi, file hard copy in agreement file cabinet
 - Then forward both **signed originals** to Legal Services where they will retain one and send the other to the Tenant)
- Receive Insurance from Tenant – forward to Insurance Branch (Tenant may send to Insurance Branch directly)

ADMINISTRATIVE REPORT

Title: Proposed Amending Agreement to the Lease between Riverside Park Management Inc. and the City of Winnipeg

23(1)(a)

AUTHORIZATION

Author	Department Head	CFO	CAO
I. Day	B. Thorgrimson		

RECOMMENDATIONS

1. 23(1)(a), 28(1)(c)(iii)
- 2.
- 3.

REASON FOR THE REPORT

23(1)(a), 28(1)(c)(iii)

Amendments to the Lease agreement require Council approval.

IMPLICATIONS OF THE RECOMMENDATIONS

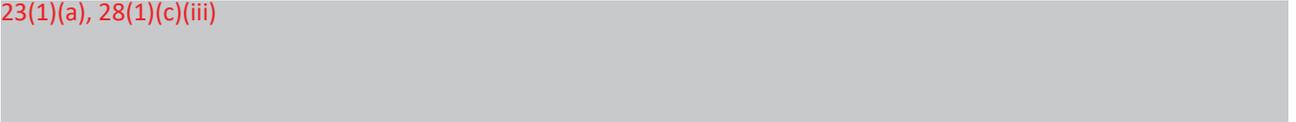
- 23(1)(a), 28(1)(c)(iii)
-
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- 23(1)(a), 28(1)(c)(iii)



HISTORY

- On July 23, 1997, Council adopted a report which recommended a lease agreement for the Multi-Purpose Sports and Recreation Centre (Shaw Park).
- On June 4, 1999, Shaw (formerly CanWest Global) Park officially opened.
- 23(1)(a), 28(1)(c)(iii)



23(1)(a), 28(1)(c)(iii)



CONSULTATION

In preparing this report there was consultation with:

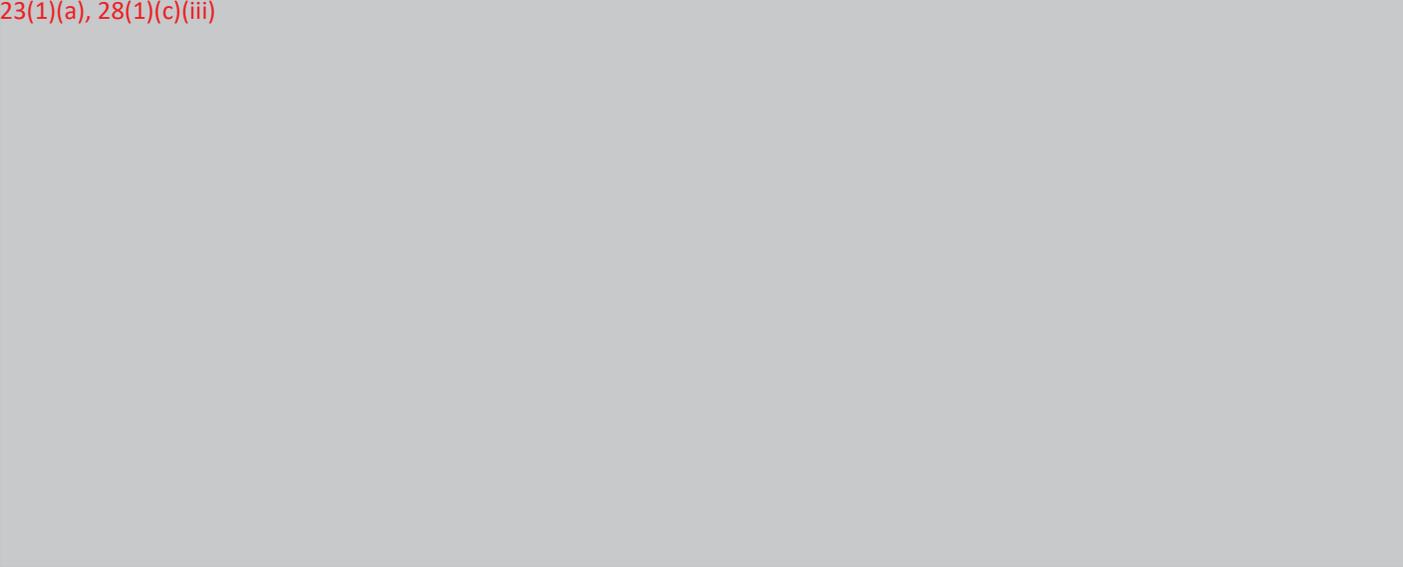
Legal Services as to legal issues

SUBMITTED BY

Department	Planning, Property and Development
Division	Municipal Accommodations
Prepared by:	Brad Erickson, Superintendent of Property Management Gary Holmes, Manager of Economic Development
Date:	June 21, 2013
File No.	7933/A
Report No.	MA2013-098

APPENDIX A: REPORT DISCUSSION & ANALYSIS

23(1)(a), 28(1)(c)(iii)



The Lease agreement commenced in 1998 with a term of 25 years and annual rent of \$1.00. There is no renewal clause and termination is only in favor of, or by default of, RPM (the Tenant).

Per Lease agreement:

The Tenant, at its own expense, shall maintain and keep the [assets],...and shall alone be responsible for all repairs and replacements thereto which the Landlord [or government authority] may deem to be reasonably necessary, whether or not the same be structural or otherwise, it being understood that the Landlord shall not be responsible for any repairs or replacements of any nature whatsoever.

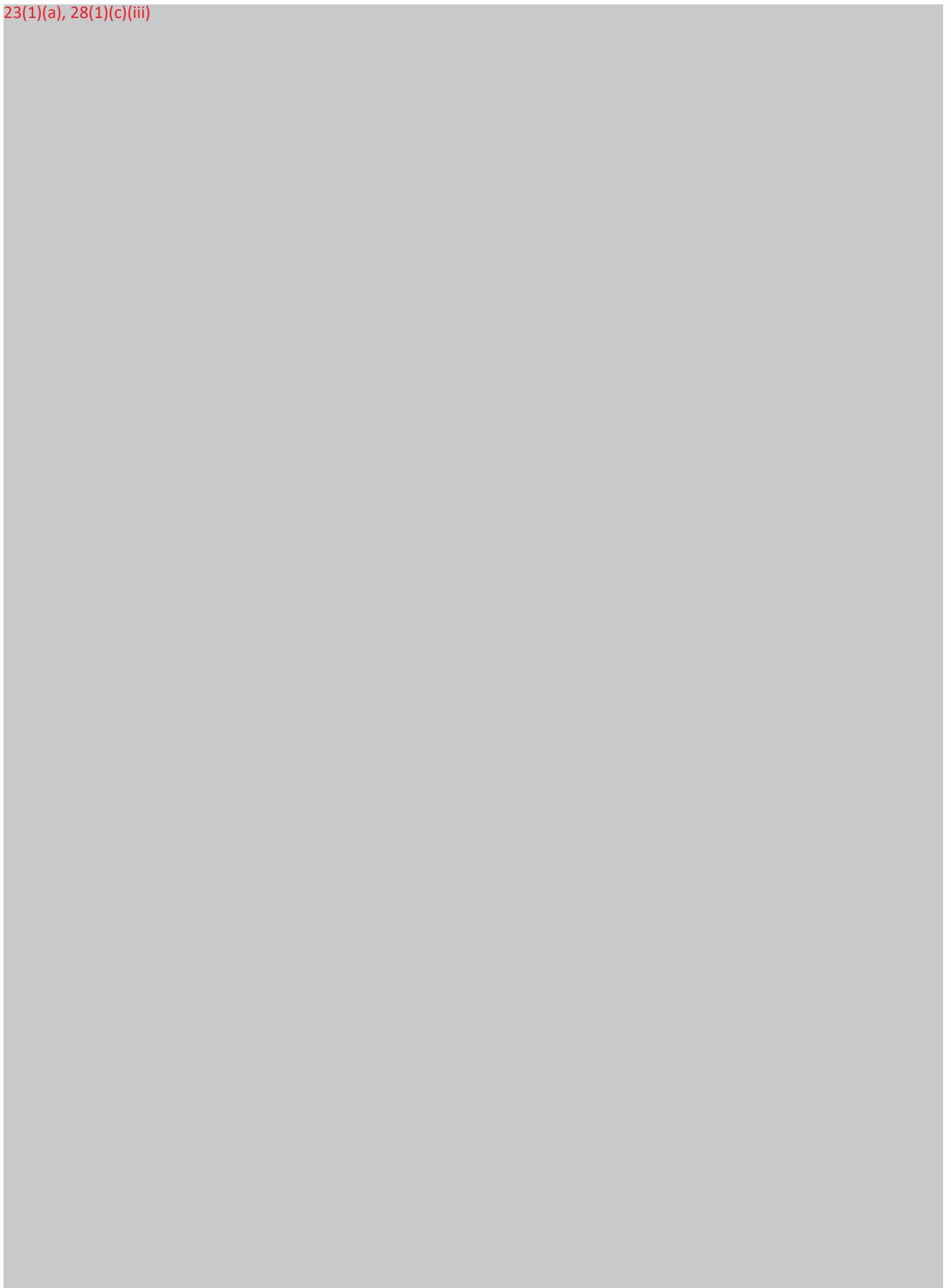
In addition:

...if the Landlord requires the Tenant to make an expenditure for structural repairs to the [assets] within the last five (5) years of the term of this Lease, the Landlord and Tenant shall first agree upon the number of years over which such expenditure shall be amortized, taking into account the benefit to be received by the Landlord and the Tenant for such expenditure, and the amortized portion of such expenditure which is to be expensed during the term of the Lease shall be borne by the Tenant and the amortized portion of such expenditure which is to be expensed after the end of the term of the Lease shall be borne by the Landlord.

23(1)(a), 28(1)(c)(iii)



23(1)(a), 28(1)(c)(iii)



ADMINISTRATIVE REPORT

Title: Proposed Amending Agreement to the Lease between Riverside Park Management Inc. and the City of Winnipeg

23(1)(a), 28(1)(c)(iii)

AUTHORIZATION

Author	Department Head	CFO	CAO/COO
B. Erickson	J. Kiernan		

RECOMMENDATIONS

1. 23(1)(a), 28(1)(c)(iii)
- 2.
- 3.
- 4.
- 5.

REASON FOR THE REPORT

23(1)(a), 28(1)(c)(iii)

EXECUTIVE SUMMARY

23(1)(a), 28(1)(c)(iii)

IMPLICATIONS OF THE RECOMMENDATIONS

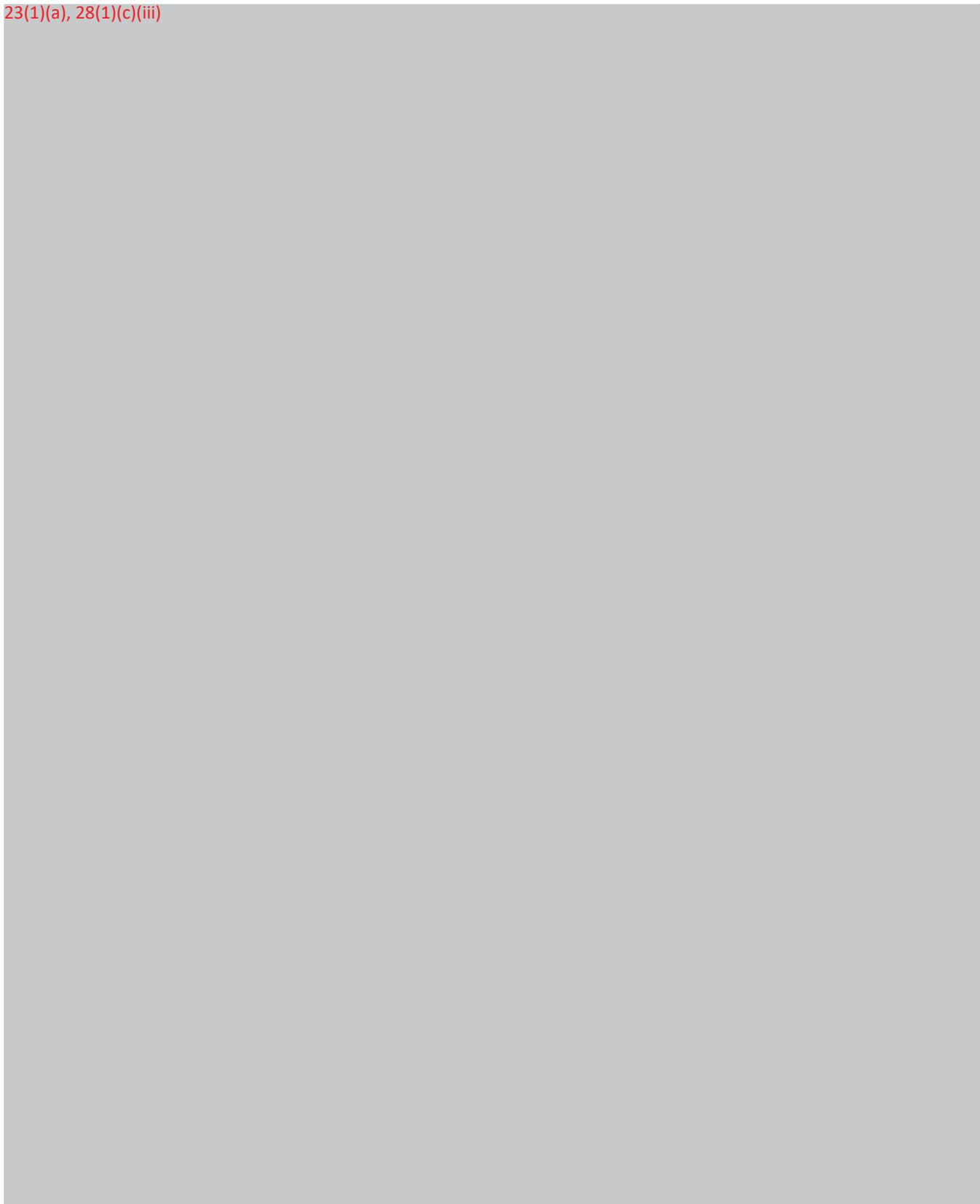
23(1)(a), 28(1)(c)(iii)

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- 23(1)(a), 28(1)(c)(iii)

23(1)(a), 28(1)(c)(iii)



23(1)(a), 28(1)(c)(iii)



SUBMITTED BY

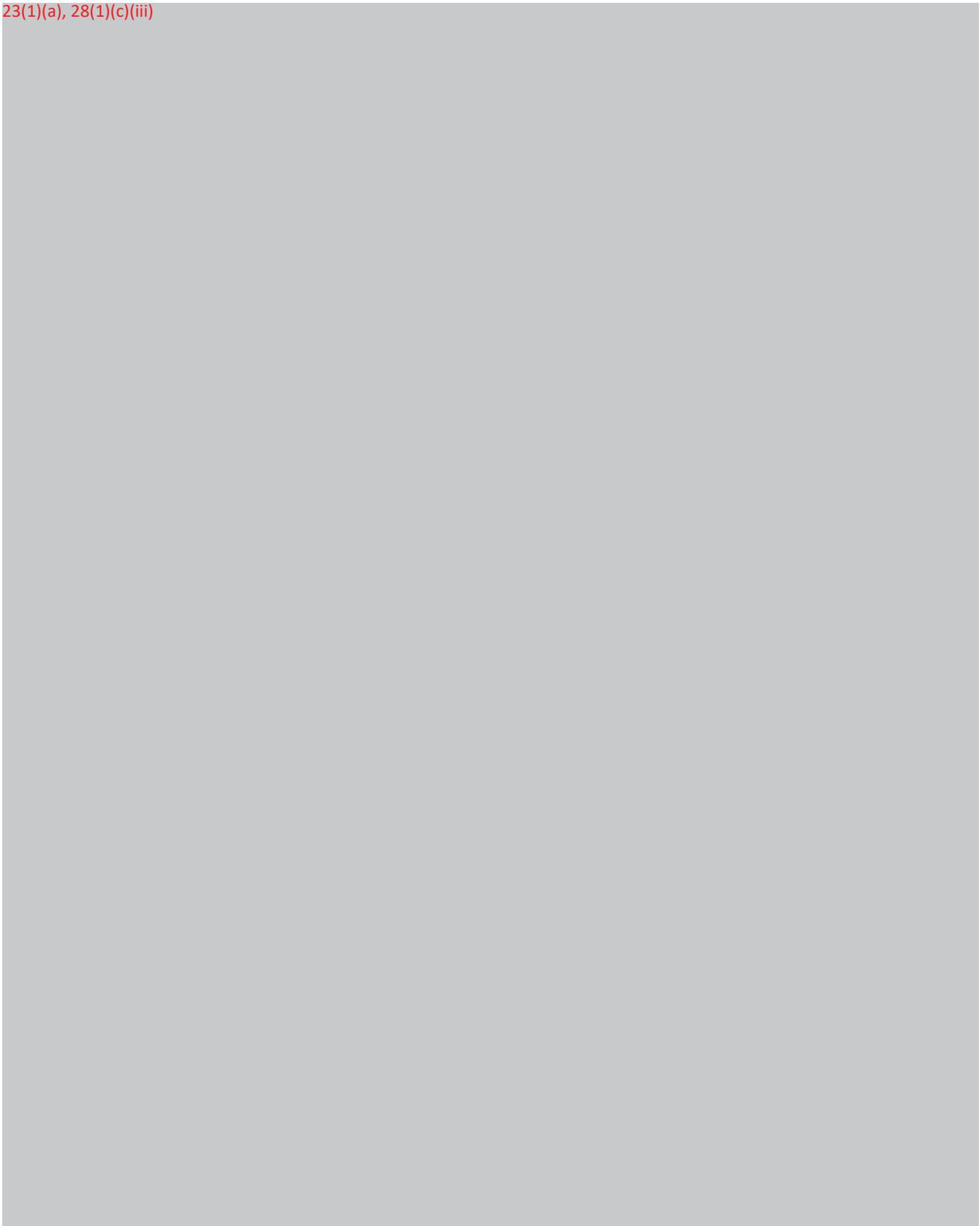
Department	Planning, Property and Development
Division	Municipal Accommodations
Prepared by:	Brad Erickson, Manager of Municipal Accommodations
Date:	October 16, 2015
File No.	7933/A
Report No.	MA2015-217

26

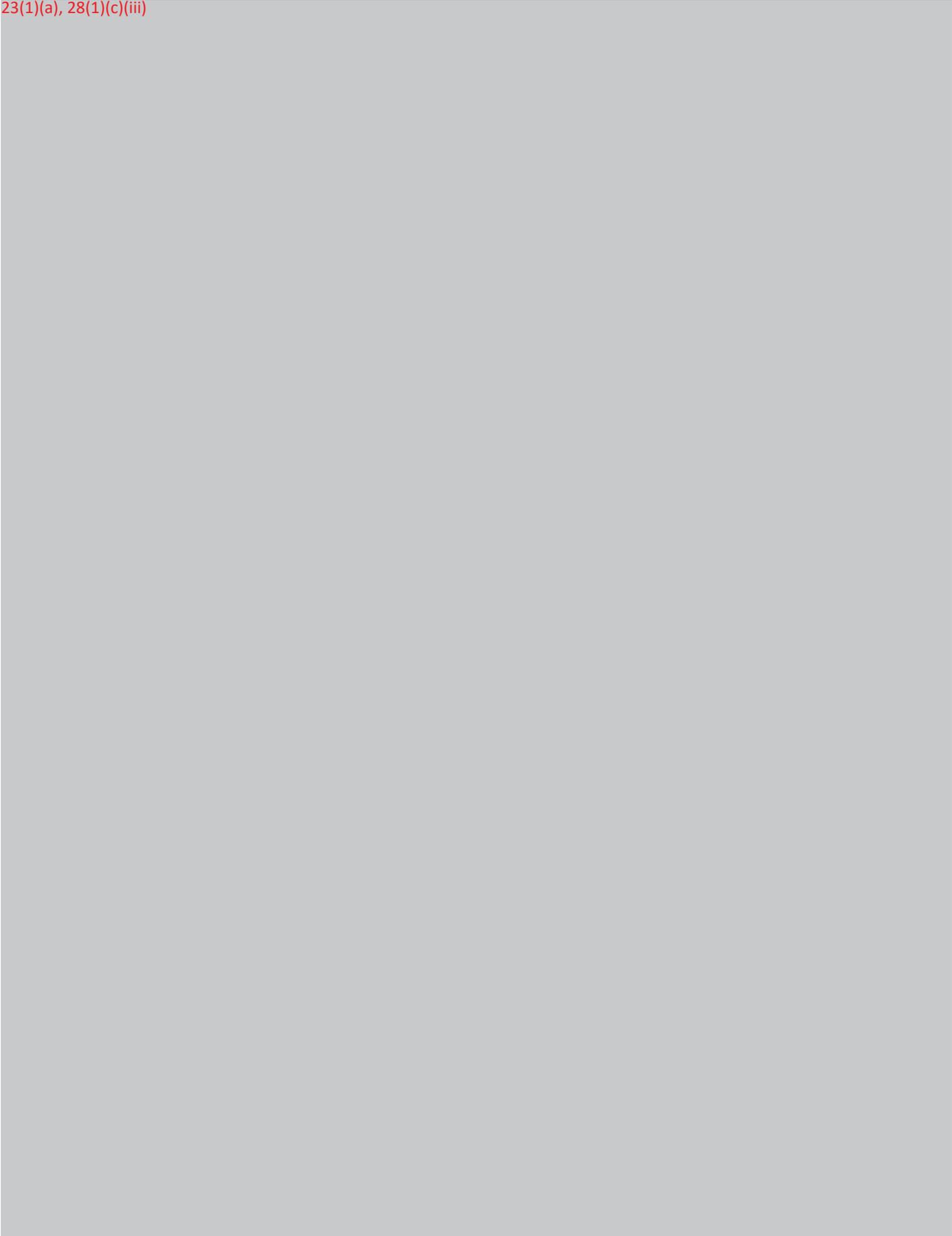


APPENDIX A: REPORT DISCUSSION & ANALYSIS

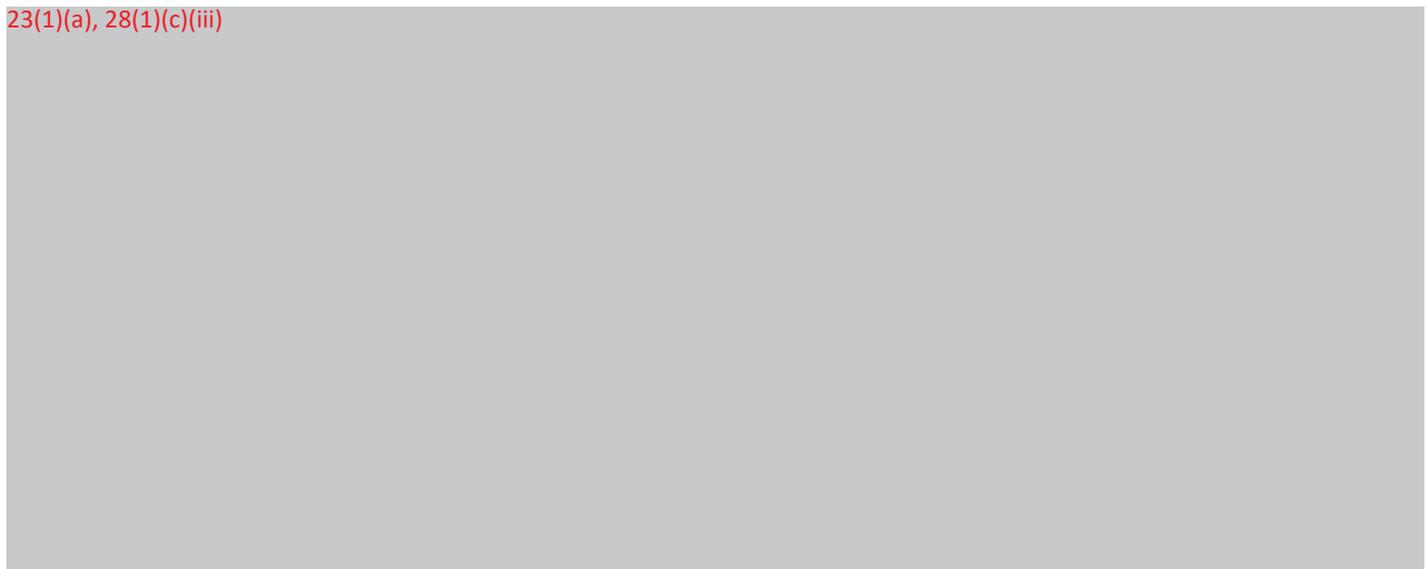
23(1)(a), 28(1)(c)(iii)



23(1)(a), 28(1)(c)(iii)



23(1)(a), 28(1)(c)(iii)



AGENDA MANAGEMENT MEETING A G E N D A

Thursday April 7th, 2016 2:00 pm

	REPORT	PRESENTER	TIME	CP	ORIGIN	ATTACHMENT
1.	Lease between Riverside Park Management Inc. and the City of Winnipeg	J. Kiernan	2:00	SPC PDHDD	Direct	 2016 03 23 - RIS Riverside - Shaw Ballg
2.	non-responsive					
3.						
4.						

ADMINISTRATIVE REPORT

Title: Lease between Riverside Park Management Inc. and the City of Winnipeg

23(1)(a), 28(1)(c)(iii)

AUTHORIZATION

Author	Department Head	CFO	CAO/COO
J. Kiernan	J. Kiernan		

RECOMMENDATIONS

1. 23(1)(a), 28(1)(c)(iii)

2.

REASON FOR THE REPORT

- 23(1)(a), 28(1)(c)(iii)
- The current lease agreement does not include provision for extension or renewal.
- 23(1)(a), 28(1)(c)(iii)
- The City Organization By-law No. 7100/97 prescribes that all real property matters shall be under the jurisdiction of the Standing Policy Committee on Property and Development, Heritage and Downtown Development.
- The City of Winnipeg In Camera By-law No. 21/2011 prescribes that any real property matter that may impact current or future negotiations may be considered “in camera”.

EXECUTIVE SUMMARY

Shaw Park was constructed and is owned by Riverside on City-owned property by virtue of a Council approved lease for the 1999 Pan Am Games.

Shaw Park forms a vital piece of Economic Development Winnipeg’s Sports Tourism attraction strategy as a key venue for numerous bidding opportunities including the successful bid to host the 2017 Canada Summer Games.

This vital Sports Tourism attraction, claimed to inject over 5,000 people per day into the downtown over 65 days annually between May and September, is located near The Forks

National Historic Site 23(1)(a), 28(1)(c)(iii)

23(1)(a), 28(1)(c)(iii)

IMPLICATIONS OF THE RECOMMENDATIONS

• 23(1)(a), 28(1)(c)(iii)

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HISTORY

Summary of Salient Lease Terms

- On July 23, 1997, Council approved the lease of City-owned property located at 1 Portage Avenue East to Riverside in conjunction with authority to undertake land assembly of private property and construction of a baseball park (Shaw Park).
- The Tenant accepted full responsibility for the construction of a baseball park at its sole cost, effort and expense subject to standard conditions and obligations.
- The approved lease term was 25 years at an annual rental rate of \$1.00 and expires on July 27, 2023.
- Under the terms and conditions of the lease, the City is the owner of the Land and Riverside is the owner of the Project and Improvements (i.e. the building and any other improvements) to the land.

- Upon expiration of the lease term, ownership of the Project and Improvements revert to the City. The Land will continue to be owned by the City.
- The lease does not include a clause for cancellation or termination by Riverside. Riverside does have certain common law rights to terminate if the City is in default of its obligations as Landlord.

- 23(1)(a), 28(1)(c)(iii)
-

- Council approved a series of amending agreements supporting expansion and use of the baseball park which includes the use of various surrounding City-owned properties and public rights of way for the purposes of construction of a 2nd level restaurant, erection of a free-standing sign and parking.

- 23(1)(a), 28(1)(c)(iii)
-

23(1)(a), 28(1)(c)(iii)

Parking

- There are two additional City-owned parcels included in the current lease for specific use of accessory parking to the Shaw Ballpark.
- These parcels provide approximately 160 additional parking stalls.

• 23(1)(a), 28(1)(c)(iii)

•

23(1)(a), 28(1)(c)(iii)

Economic and Employment Considerations

• 23(1)(a), 28(1)(c)(iii)

- Shaw Park was included in Winnipeg's successful bid to host the 2017 Canada Summer Games as the proposed venue for Baseball medal round games.
- Constructed for the 1999 Pan Am Games, the 7,500 seat baseball stadium is located near The Forks National Historic Site in the heart of downtown, is home to the American Association's 2012 Champion Winnipeg Goldeyes professional baseball team, and in 2012 attracted more than 325,000 spectators.
- It is reported that throughout the 65 game season, over 100 people (including volunteer staff) are employed at each of the games and over 50 full time staff are employed over the four seasons of operation, including the restaurant.
- The restaurant facility is reported to account for an additional 65,000 visitors during a 12 month operating season.
- The Council approved lease with Riverside provided for the remittance of municipal taxes for the City-owned properties for the purposes of Shaw Park.
- On October 15, 1997, Council approved an Amateur Access Agreement as an amendment to the lease, which annually grants said taxes back to Riverside.

23(1)(a), 28(1)(c)(iii)

FINANCIAL IMPACT

Financial Impact Statement

Date: March 23, 2016

Project Name:

Lease between Riverside Park Management Inc. and the City of Winnipeg

COMMENTS:

23(1)(a), 28(1)(c)(iii)

"Original Signed By"

Mike McGinn, CPA, CA
Manager of Finance

CONSULTATION**In preparing this report there was consultation with:**

Legal Services as to legal issues

OURWINNIPEG POLICY ALIGNMENTOur Winnipeg Policy Alignment**01-A City that Works – 01-3 Prosperity (Direction 8): Encourage activities beneficial to the Winnipeg Economy.**

With its downtown location and one of a kind venue operation, Shaw Park supports the promotion of Winnipeg as a world-class venue for national and international events and downtown in particular as a tourism destination.

01- A City that Works – 01-3 Prosperity (Direction 8): Encourage activities beneficial to the Winnipeg Economy.

Shaw Park represents a vital piece of Winnipeg's Sport Tourism attraction strategy as a key venue for numerous bidding opportunities thus encouraging activities that are beneficial to Winnipeg's economy.

Complete Communities Direction Strategy Alignment

Support the expanded presence of arts and culture, sports, entertainment and leisure throughout the downtown together with complimentary services and attractions seeking to:

- Draw more people and create more extended hour activity strategically throughout the downtown.
- Establish downtown as a place of vibrancy and celebration.

SUBMITTED BY

Department: Planning, Property and Development
Division: Office of the Director
Prepared by: John Kiernan, Director
Date: March 23, 2016

McNeil,Doug

From: Wong, Cindy
Sent: Tuesday, June 7, 2016 9:55 AM
To: MacDonald, Erin
Cc: McNeil,Doug; Jack, Michael; Kiernan, John; Thomas, Janet; Wong, Cindy; Erickson, Brad; Kelly, Brenda; Roberts, Julian; Cianflone, Sara; Holmes, Gary
Subject: Lease between Riverside Park Management Inc. and the City of Winnipeg
Attachments: 2016 06 06 - Briefing Note - Riverside Shaw Ball Park - Version 3.docx

Importance: High

Hi Erin,

Please find the attached Briefing Note, Lease between Riverside Park Management Inc. and the City of Winnipeg, submitted to the Chief Administrative Officer for approval.

Thank you.



Cindy Wong

Executive Assistant 2, Planning, Property and Development Department
City of Winnipeg

Phone: 204-986-2884 | Cell: 204-390-0655 | Fax: 204-947-2284

Address: 3rd Floor - 65 Garry Street, Winnipeg, MB R3C 4K4

Website: www.winnipeg.ca/ppd | Email: cindywong@winnipeg.ca

Please consider the environment before printing this email



2016 YEAR OF RECONCILIATION
2016, ANNÉE DE LA RÉCONCILIATION

Confidential Briefing Note

To: Doug McNeil, Chief Administrative Officer
From: John Kiernan, Director, Planning, Property and Development
Date: June 7, 2016
Re: **Lease between Riverside Park Management Inc. and the City of Winnipeg**



Recommendations

23(1)(a), 28(1)(c)(iii)

Background

Shaw Park was constructed and is owned by Riverside on City-owned property by virtue of a Council approved lease for the 1999 Pan Am Games.

23(1)(a), 28(1)(c)(iii)

Summary of Salient Lease Terms

- On July 23, 1997, Council approved the lease of City-owned property located at 1 Portage Avenue East to Riverside in conjunction with authority to undertake land assembly of private property and construction of a baseball park (Shaw Park).
- The Tenant accepted full responsibility for the construction of a baseball park at its sole cost, effort and expense subject to standard conditions and obligations.
- The approved lease term was 25 years at an annual rental rate of \$1.00 and expires on July 27, 2023.
- Under the terms and conditions of the lease, the City is the owner of the Land and Riverside is the owner of the Project and Improvements (i.e. the building and any other improvements) to the land.
- Under the terms and conditions of Amateur Access Agreement with Riverside, Municipal taxes for the Baseball Park and the Entertainment Funding Tax are *granted back annually*.
- Upon expiration of the lease term, the lease provides for overholding on a month to month basis as long as the tenant is occupying the project, without written authorization.

- The lease does not include a clause for cancellation or termination by Riverside. Riverside does have certain common law rights to terminate if the City is in default of its obligations as Landlord.
- The lease includes provision for termination if the Winnipeg Goldeyes, or comparable professional baseball team, ceases to occupy the Baseball Park on a continuing basis for three (3) full baseball seasons. It should be noted that the City would be required to provide tenant notice of default and provide opportunity to rectify the default. This action would extend timeline for termination.

• 23(1)(a), 28(1)(c)(iii)



- Council approved a series of amending agreements supporting expansion and use of the baseball park which includes the use of various surrounding City-owned properties and public rights of way for the purposes of construction of a 2nd level restaurant, erection of a free-standing sign and parking.

• 23(1)(a), 28(1)(c)(iii)



23(1)(a), 28(1)(c)(iii)



23(1)(a), 28(1)(c)(iii)



Parking

- There are two additional City-owned parcels included in the current lease for specific use of accessory parking to the Shaw Ballpark.
- These parcels provide approximately 160 additional parking stalls.

23(1)(a), 28(1)(c)(iii)



23(1)(a), 28(1)(c)(iii)



Economic and Employment Considerations

23(1)(a), 28(1)(c)(iii)



- Shaw Park was included in Winnipeg's successful bid to host the 2017 Canada Summer Games as the proposed venue for Baseball medal round games.
- Constructed for the 1999 Pan Am Games, the 7,500 seat baseball stadium is located near The Forks National Historic Site in the heart of downtown, is home to the American Association's 2012 Champion Winnipeg Goldeyes professional baseball team, and in 2012 attracted more than 325,000 spectators.
- It is reported that throughout the 65-game season, over 100 people (including volunteer staff) are employed at each of the games and over 50 full time staff are employed over the four seasons of operation, including the restaurant.

- ² The restaurant facility is reported to account for an additional 65,000 visitors during a 12 month operating season.
- The Council approved lease with Riverside provided for the remittance of municipal taxes for the City-owned properties for the purposes of Shaw Park.

- Applicable 2015 Municipal Property Tax associated with properties under lease to Riverside include:

Baseball Park (Roll# 12097533900)	\$34,728.34
Restaurant (Roll# 12097533500)	6,696.65
Parking Lot (Roll# 12097639300)	6,136.38
<u>Parking Lot (Roll# 12093800500)</u>	<u>9,471.36</u>
Total 2015 Municipal Taxes	\$57,032.73

- Entertainment Funding Tax for 2015 was approximately \$250,000.
- On October 15, 1997, Council approved an Amateur Access Agreement as an amendment to the lease, which annually grants municipal taxes for the Baseball Park and Entertainment Funding tax back to Riverside.

23(1)(a), 28(1)(c)(iii)



Key Issues:

23(1)(a), 28(1)(c)(iii)



Cautionary Notes

23(1)(a), 28(1)(c)(iii)

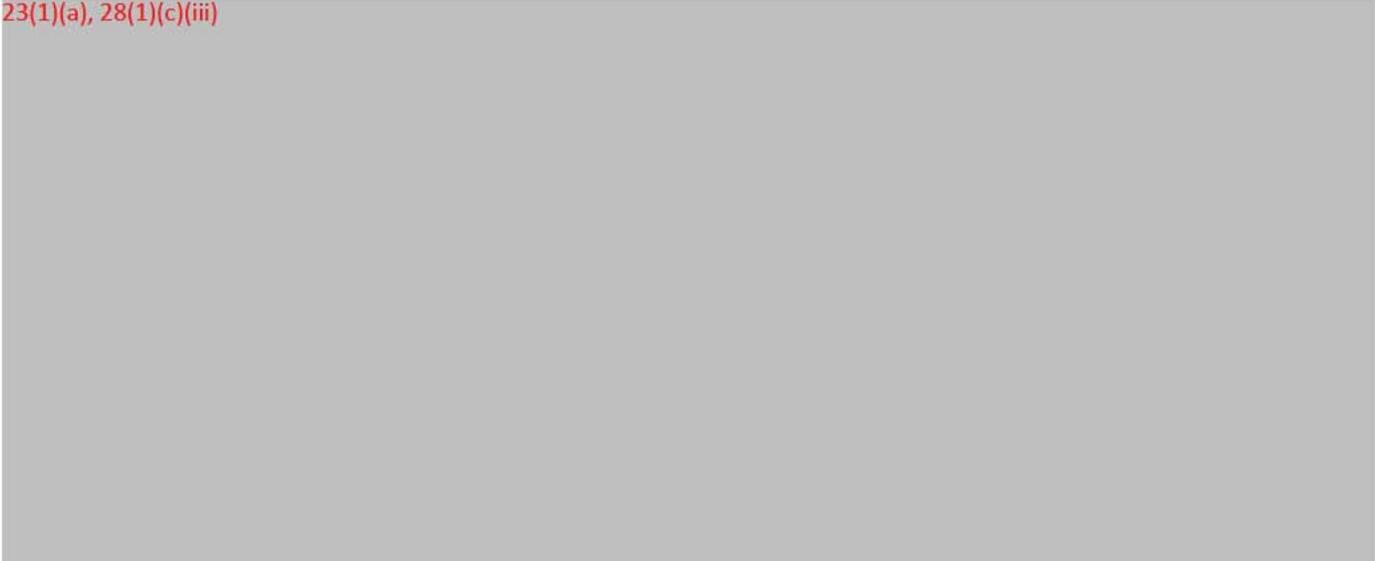


23(1)(a), 28(1)(c)(iii)



Current Status/Next Steps:

23(1)(a), 28(1)(c)(iii)



Attachments:

N/A

26



McNeil, Doug

From: Thomas, Janet
Sent: Tuesday, June 14, 2016 2:50 PM
To: Wong, Cindy; MacDonald, Erin
Cc: McNeil, Doug; Jack, Michael; Kiernan, John; Erickson, Brad; Kelly, Brenda; Roberts, Julian; Cianflone, Sara; Holmes, Gary
Subject: RE: Lease between Riverside Park Management Inc. and the City of Winnipeg

The CAO has reviewed this briefing note and approves.

Janet

From: Wong, Cindy
Sent: Tuesday, June 07, 2016 9:55 AM
To: MacDonald, Erin
Cc: McNeil, Doug; Jack, Michael; Kiernan, John; Thomas, Janet; Wong, Cindy; Erickson, Brad; Kelly, Brenda; Roberts, Julian; Cianflone, Sara; Holmes, Gary
Subject: Lease between Riverside Park Management Inc. and the City of Winnipeg
Importance: High

Hi Erin,

Please find the attached Briefing Note, Lease between Riverside Park Management Inc. and the City of Winnipeg, submitted to the Chief Administrative Officer for approval.

Thank you.



Cindy Wong

Executive Assistant 2, Planning, Property and Development Department
City of Winnipeg

Phone: 204-986-2884 | Cell: 204-390-0655 | Fax: 204-947-2284
Address: 3rd Floor - 65 Garry Street, Winnipeg, MB R3C 4K4
Website: www.winnipeg.ca/ppd | Email: cindywong@winnipeg.ca
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2016 YEAR OF RECONCILIATION
2016, ANNÉE DE LA RÉCONCILIATION

McNeil,Doug

From: Kiernan, John
Sent: Wednesday, February 1, 2017 12:32 PM
To: Wiltshire, Felicia; McNeil,Doug
Subject: FW: Shaw Park / Riverside Park Management Information
Attachments: Shaw Park & CN Rail Properties - Misc. Plan.pdf; Criteria for Non-Profit Eligibility.doc

In anticipation of the call

John Kiernan, Director
Planning Property and Development
P: 204-986-8165

From: Roberts, Julian
Sent: Wednesday, February 01, 2017 12:27 PM
To: Kiernan, John
Cc: Kelly, Brenda
Subject: Shaw Park / Riverside Park Management Information

Hi John,

Attached are the following, as discussed:

- 1) Misc. Plan / Aerial Photo of the ball park and parking lots (for internal discussion purposes).
- 2) Non-Monetary Grant Criteria (for \$1.00 leases).

I will respond with detailed information for the media queries shortly.

Please let me know if you require anything further!

Regards,

**Julian Roberts**

Property Administrator
Planning, Property and Development Department
City of Winnipeg

Phone: 204-986-4456

Email: jroberts@winnipeg.ca

Website: winnipeg.ca

Address: 3rd Floor, 65 Garry Street, Winnipeg, MB R3C 4K4



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Criteria for Non-Profit Eligibility

Organization: _____

Contact Person: _____

Mailing Address: _____

Phone Number(s): _____

Email: _____

In accordance with City Policy, information on the following six criteria must be provided for the consideration of a lease agreement between a non-profit organization and the City of Winnipeg:

1. Demonstrate that the facility is operated in its entirety by a non-profit organization for non-profit use. All subsidies or grants and corresponding revenues must be clearly identified.
2. Demonstrate how the organization provides for activities which are compatible with the City's needs.
3. Demonstrate how the organization provides facilities for which there is a current and projected need in that location.
4. Demonstrate how the organization provides reasonable access to all Winnipeg residents without discrimination.
5. Demonstrate that the organization provides access without the charging of initiation fees or other costs which are incompatible with like facilities or organizations.
6. Provide evidence of available funding and commitment to complete the project and assurance that no ongoing operating subsidies from the City will be required over the life of the development.

Please provide appropriate response to each point and supporting documentation.

McNeil,Doug

From: Kiernan, John
Sent: Wednesday, February 1, 2017 12:48 PM
To: Jack, Michael; McNeil,Doug; Wiltshire, Felicia
Subject: Shaw Park

23(1)(a), 28(1)(c)(iii)



John Kiernan

Director
Planning Property and Development,
City of Winnipeg

Phone: 204-986-8165

Email: Jkiernan@winnipeg.ca

Website: winnipeg.ca

Address: 3rd Floor , 65 Garry Street, Winnipeg, MB R3C 4K4



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Auch, Brenda

From: Dobson, Shawn
Sent: Wednesday, February 01, 2017 3:24 PM
To: McNeil,Doug
Subject: Re: Riverside lease (ball park)

Thanks Doug,

23(1)(b)

Kind Regards,

Shawn Dobson

Sent from my iPhone

On Feb 1, 2017, at 3:08 PM, McNeil,Doug <DMcNeil@winnipeg.ca> wrote:

Councillor,

23(1)(b)

Doug McNeil, P.Eng.

Chief Administrative Officer

P: 204-986-5104

M: 204-390-0600

From: Dobson, Shawn
Sent: Wednesday, February 01, 2017 12:06 PM
To: McNeil,Doug
Subject: Fwd: Riverside lease (ball park)

Sent from my iPhone

Begin forwarded message:

From: <SDobson@winnipeg.ca>
Date: February 1, 2017 at 11:33:01 AM CST
To: shawn <shawndobson@shaw.ca>
Subject: Riverside lease (ball park)

Hi Doug,

23(1)(b)

Kind Regards,

Councillor,
Shawn Dobson
St. Charles Ward

Sent from my iPhone

McNeil,Doug

From: Auch, Brenda
Sent: Thursday, February 2, 2017 3:46 PM
To: McNeil,Doug
Subject: BN - Shaw Ball Park
Attachments: 2016 06 06 - Briefing Note - Riverside Shaw Ball Park - Version 3.docx

Importance: High

As requested.

Brenda

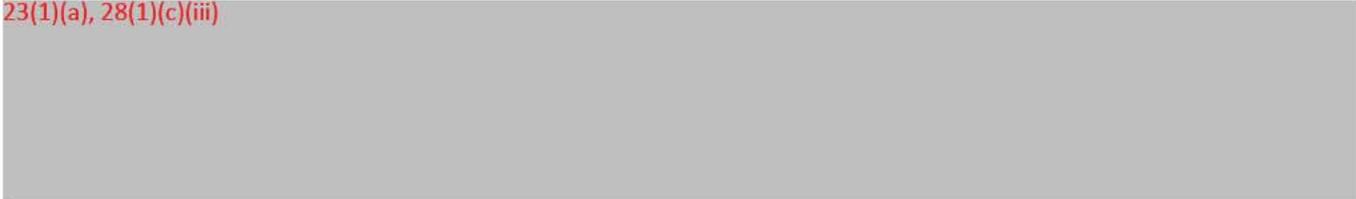
Confidential Briefing Note

To: Doug McNeil, Chief Administrative Officer
From: John Kiernan, Director, Planning, Property and Development
Date: June 7, 2016
Re: **Lease between Riverside Park Management Inc. and the City of Winnipeg**



Recommendations

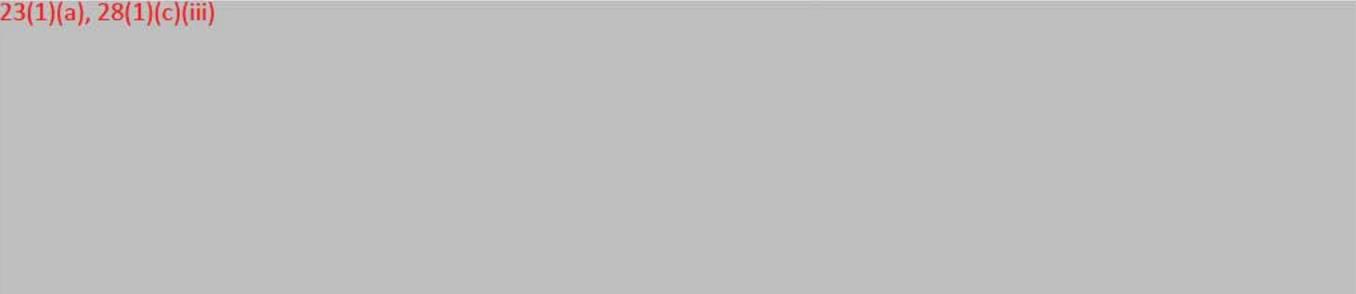
23(1)(a), 28(1)(c)(iii)

A large grey rectangular redaction box covering the content of the Recommendations section.

Background

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23(1)(a), 28(1)(c)(iii)

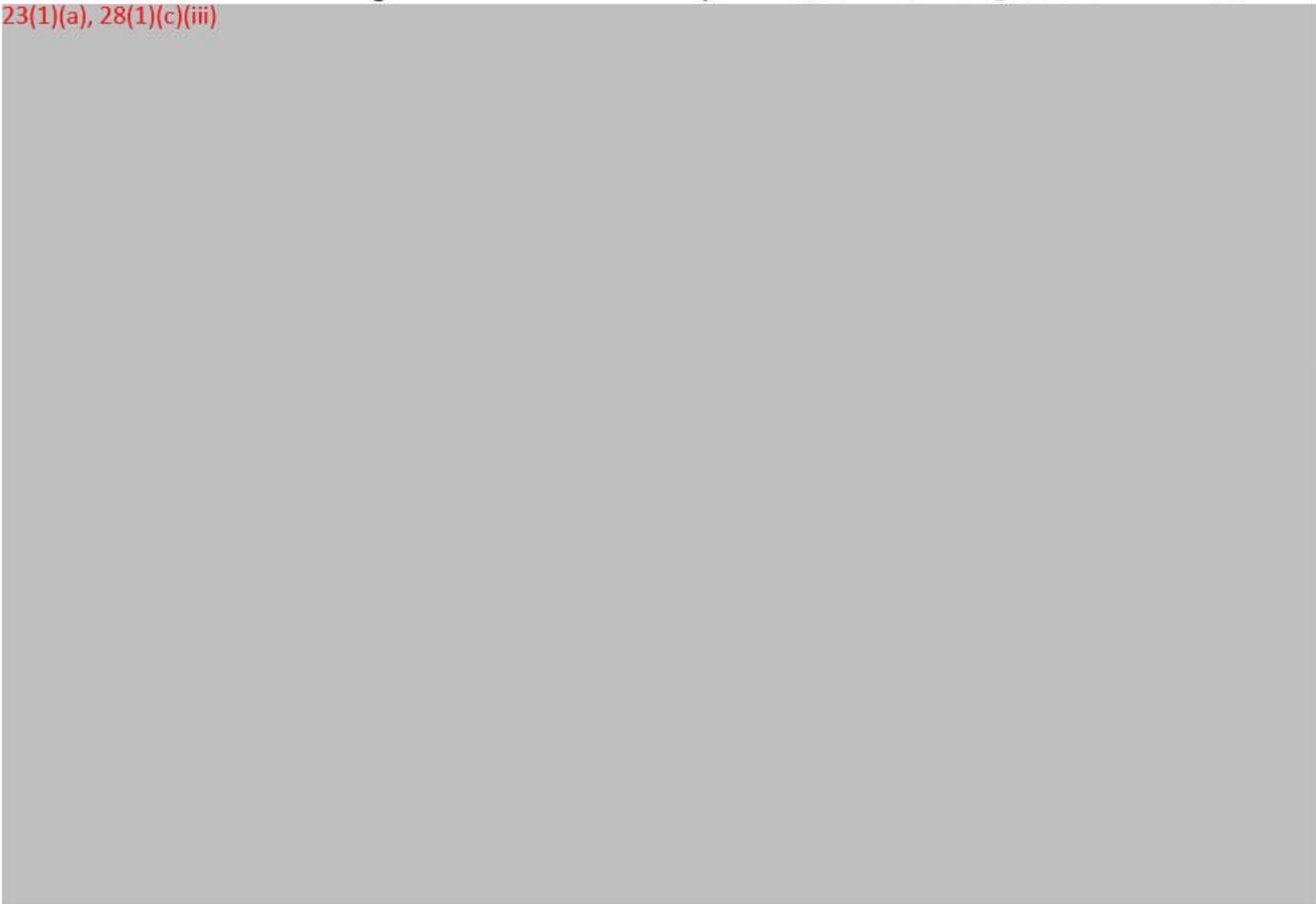
A large grey rectangular redaction box covering the content of the Background section.

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- Upon expiration of the lease term, the lease provides for overholding on a month to month basis as long as the tenant is occupying the project, without written authorization.

- The lease does not include a clause for cancellation or termination by Riverside. Riverside does have certain common law rights to terminate if the City is in default of its obligations as Landlord.

• 23(1)(a), 28(1)(c)(iii)



23(1)(a), 28(1)(c)(iii)



23(1)(a), 28(1)(c)(iii)



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- There are two additional City-owned parcels included in the current lease for specific use of accessory parking to the Shaw Ballpark.
- These parcels provide approximately 160 additional parking stalls.

• 23(1)(a), 28(1)(c)(iii)

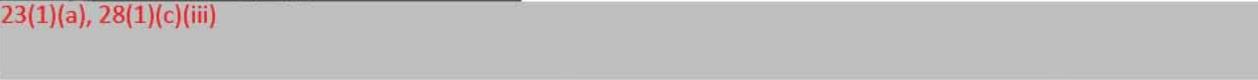


23(1)(a), 28(1)(c)(iii)



Economic and Employment Considerations

• 23(1)(a), 28(1)(c)(iii)



- Shaw Park was included in Winnipeg's successful bid to host the 2017 Canada Summer Games as the proposed venue for Baseball medal round games.
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Parking Lot (Roll# 12097639300)	6,136.38
<u>Parking Lot (Roll# 12093800500)</u>	<u>9,471.36</u>
Total 2015 Municipal Taxes	\$57,032.73

- Entertainment Funding Tax for 2015 was approximately \$250,000.
- On October 15, 1997, Council approved an Amateur Access Agreement as an amendment to the lease, which annually grants municipal taxes for the Baseball Park and Entertainment Funding tax back to Riverside.

23(1)(a), 28(1)(c)(iii)



Key Issues:

- 23(1)(a), 28(1)(c)(iii)



Cautionary Notes

- 23(1)(a), 28(1)(c)(iii)



- 23(1)(a), 28(1)(c)(iii)



Current Status/Next Steps:

- 23(1)(a), 28(1)(c)(iii)
-



Attachments:

N/A

McNeil,Doug

From: McNeil,Doug
Sent: Thursday, February 2, 2017 4:54 PM
To: Wiltshire, Felicia
Subject: 23(1)(a)

No so thanks.

Doug McNeil, P.Eng.
Chief Administrative Officer
P: 204-986-5104
M: 204-390-0600

From: Wiltshire, Felicia
Sent: Thursday, February 02, 2017 4:52 PM
To: McNeil,Doug
Subject: 23(1)(a)

Did John send this to you too?

Felicia Wiltshire
Director, Customer Service & Communications
P: 204-986-5303
M: 204-806-4793

From: Kiernan, John
Sent: Thursday, February 02, 2017 4:48 PM
To: Wiltshire, Felicia
Subject: 23(1)(a)

23(1)(a)





McNeil,Doug

From: Kiernan, John
Sent: Thursday, February 2, 2017 10:04 PM
To: McNeil,Doug
Cc: Wiltshire, Felicia; Hildebrand, Jonathan
Subject: Re: Shaw Baseball Park - Lease between Riverside Park Management Inc. and the City of Winnipeg

I was having trouble with the formatting on my ipad but content looked good.

John Kiernan, Director
Planning, Property and Development
City of Winnipeg

On Feb 2, 2017, at 8:26 PM, McNeil,Doug <DMcNeil@winnipeg.ca> wrote:

23(1)(b)



23(1)(b)



Sent from my iPad

On Feb 2, 2017, at 6:31 PM, McNeil, Doug <DMcNeil@winnipeg.ca> wrote:

23(1)(b)



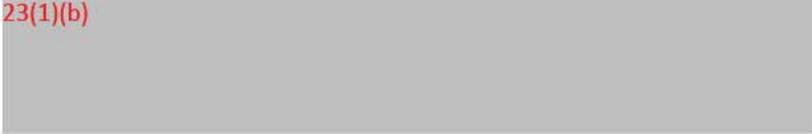
Sent from my iPhone

On Feb 2, 2017, at 6:18 PM, Kiernan, John <JKiernan@winnipeg.ca> wrote:

23(1)(b)



23(1)(b)



John Kiernan, Director

Planning Property and Development
P: 204-986-8165

From: McNeil, Doug

Sent: Thursday, February 02, 2017 5:11 PM

To: Wiltshire, Felicia; Hildebrand, Jonathan; Kiernan, John

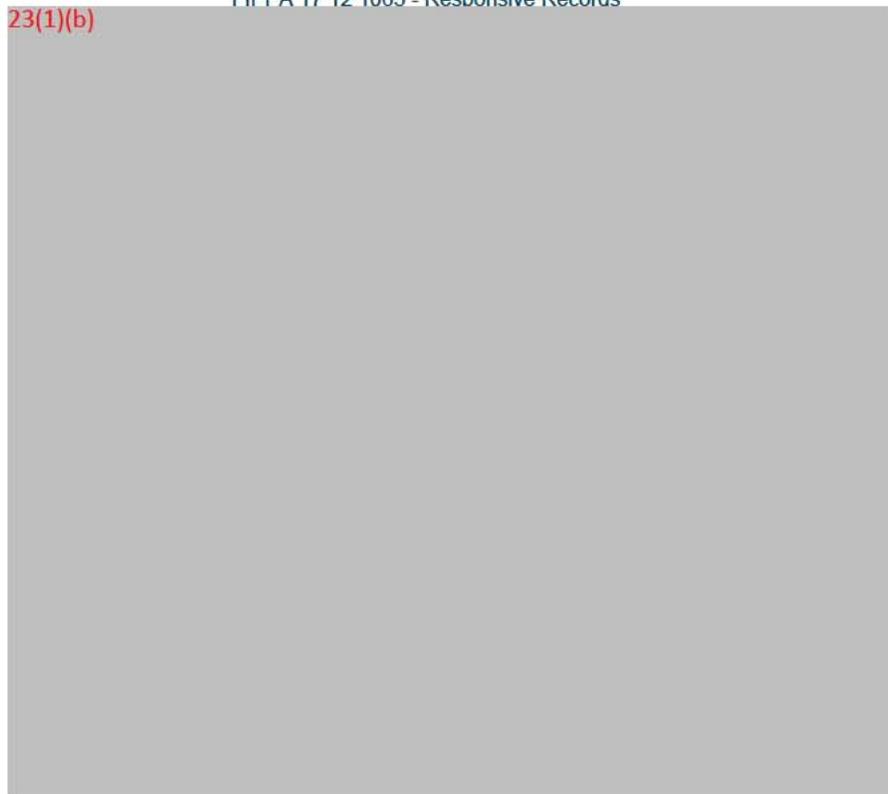
Subject: Shaw Baseball Park - Lease between Riverside Park Management Inc. and the City of Winnipeg

Hi, any issues/comments on the messgae below?

23(1)(b)



23(1)(b)



<image001.jpg>

Doug McNeil, P.Eng.

Chief Administrative Officer
City of Winnipeg

Phone: 204-986-5104

Mobile: 204-391-0600

Email: dmcneil@winnipeg.ca

Website: winnipeg.ca

Address: 2nd Floor, 510 Main St., Winnipeg, MB R3B 1B9

<image002.gif>

Connect with us: <image003.gif> <image004.gif>

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McNeil, Doug

From: McNeil, Doug
Sent: Friday, February 3, 2017 1:38 PM
To: Jack, Michael; Kiernan, John; Boryskavich, Krista; Wiltshire, Felicia; Stotski, Jeannine; Barnett, Carmen; Hildebrand, Jonathan
Subject: FW: Shaw Baseball Park - Lease between Riverside Park Management Inc. and the City of Winnipeg

FYI

Doug McNeil, P.Eng.
Chief Administrative Officer
P: 204-986-5104
M: 204-390-0600

From: McNeil, Doug
Sent: Friday, February 03, 2017 1:37 PM
To: Allard, Matt; Bowman, Brian; Browaty, Jeff; Dobson, Shawn; Eadie, Ross; Gerbasi, Jenny; Gillingham, Scott (Councillor); Gilroy, Cindy; Kachur, Richard; Lemoine, Marc; Lukes, Janice; Mayes, Brian; MayorBowman; Morantz, Marty; Orlikow, John; Pagtakhan, Mike; Schreyer, Jason; Sharma, Devi (Councillor); Wyatt, Russ
Subject: Shaw Baseball Park - Lease between Riverside Park Management Inc. and the City of Winnipeg

Mr. Mayor and Council,

Following the newspaper and on-line stories this week, I wanted to provide some additional factual information about the above lease for your information.

- On July 23, 1997, Council approved the lease of City-owned property located at 1 Portage Avenue East to Riverside Park Management Inc. (Riverside) in conjunction with authority to undertake land assembly of private property and construction of a baseball park (Shaw Park) for the 1999 Pan Am Games. Shaw Park was also part of the successful bid to host the 2017 Canada Summer Games.
- The Tenant accepted full responsibility for the construction of a baseball park at its sole cost, effort and expense subject to standard conditions and obligations.
- The approved lease term was 25 years at an annual rental rate of \$1.00 and expires on July 27, 2023. The lease was for \$1 as the operator met the requirement of having nonprofit status and was responsible for all construction and operating costs.
- Under the terms and conditions of the lease, the City is the owner of the Land and Riverside is the owner of the Project and Improvements (i.e. the building and any other improvements) to the land.
- At the conclusion of the lease all assets become the property of the City of Winnipeg. As a result, the City is responsible to share in costs for any and all structural repairs to the facility within the last 5 years of the current lease term (commencing July 28, 2018).
- Under the terms and conditions of the Amateur Access Agreement with Riverside, Municipal taxes for the baseball park (approx. \$57,000 in 2015) and the Entertainment Funding Tax (approx. \$250,000 in 2015) are granted back annually.

- Council approved a series of amendments to the master agreement supporting expansion and use of the baseball park which includes the use of various surrounding City-owned properties and public rights of way for the purposes of installation of a free-standing sign and parking.
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**Doug McNeil, P.Eng.**

Chief Administrative Officer
City of Winnipeg

Phone: 204-986-5104

Mobile: 204-391-0600

Email: dmcneil@winnipeg.ca

Website: winnipeg.ca

Address: 2nd Floor, 510 Main St., Winnipeg, MB R3B 1B9



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McNeil,Doug

From: Eadie, Ross
Sent: Friday, February 3, 2017 1:45 PM
To: McNeil,Doug; Allard, Matt; Bowman, Brian; Browaty, Jeff; Dobson, Shawn; Gerbasi, Jenny; Gillingham, Scott (Councillor); Gilroy, Cindy; Kachur, Richard; Lemoine, Marc; Lukes, Janice; Mayes, Brian; MayorBowman; Morantz, Marty; Orlikow, John; Pagtakhan, Mike; Schreyer, Jason; Sharma, Devi (Councillor); Wyatt, Russ
Subject: RE: Shaw Baseball Park - Lease between Riverside Park Management Inc. and the City of Winnipeg

Thanks for this briefing.

From: McNeil,Doug
Sent: Friday, February 03, 2017 1:37 PM
To: Allard, Matt; Bowman, Brian; Browaty, Jeff; Dobson, Shawn; Eadie, Ross; Gerbasi, Jenny; Gillingham, Scott (Councillor); Gilroy, Cindy; Kachur, Richard; Lemoine, Marc; Lukes, Janice; Mayes, Brian; MayorBowman; Morantz, Marty; Orlikow, John; Pagtakhan, Mike; Schreyer, Jason; Sharma, Devi (Councillor); Wyatt, Russ
Subject: Shaw Baseball Park - Lease between Riverside Park Management Inc. and the City of Winnipeg

Mr. Mayor and Council,

Following the newspaper and on-line stories this week, I wanted to provide some additional factual information about the above lease for your information.

- On July 23, 1997, Council approved the lease of City-owned property located at 1 Portage Avenue East to Riverside Park Management Inc. (Riverside) in conjunction with authority to undertake land assembly of private property and construction of a baseball park (Shaw Park) for the 1999 Pan Am Games. Shaw Park was also part of the successful bid to host the 2017 Canada Summer Games.
- The Tenant accepted full responsibility for the construction of a baseball park at its sole cost, effort and expense subject to standard conditions and obligations.
- The approved lease term was 25 years at an annual rental rate of \$1.00 and expires on July 27, 2023. The lease was for \$1 as the operator met the requirement of having nonprofit status and was responsible for all construction and operating costs.
- Under the terms and conditions of the lease, the City is the owner of the Land and Riverside is the owner of the Project and Improvements (i.e. the building and any other improvements) to the land.
- At the conclusion of the lease all assets become the property of the City of Winnipeg. As a result, the City is responsible to share in costs for any and all structural repairs to the facility within the last 5 years of the current lease term (commencing July 28, 2018).
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McNeil,Doug

From: Dobson, Shawn
Sent: Friday, February 3, 2017 1:46 PM
To: McNeil,Doug
Subject: Re: Shaw Baseball Park - Lease between Riverside Park Management Inc. and the City of Winnipeg

Thanks Doug,
That filled in a lot of the gaps in my knowledge of the park and its lease agreement.
Thank You for following up on this.

Kind Regards,

Councillor Shawn Dobson
St. Charles Ward

Sent from my iPhone

On Feb 3, 2017, at 1:36 PM, McNeil,Doug <DMcNeil@winnipeg.ca> wrote:

Mr. Mayor and Council,

Following the newspaper and on-line stories this week, I wanted to provide some additional factual information about the above lease for your information.

- On July 23, 1997, Council approved the lease of City-owned property located at 1 Portage Avenue East to Riverside Park Management Inc. (Riverside) in conjunction with authority to undertake land assembly of private property and construction of a baseball park (Shaw Park) for the 1999 Pan Am Games. Shaw Park was also part of the successful bid to host the 2017 Canada Summer Games.
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<image001.jpg>

Doug McNeil, P.Eng.

Chief Administrative Officer
City of Winnipeg

Phone: 204-986-5104

Mobile: 204-391-0600

Email: dmcneil@winnipeg.ca

Website: winnipeg.ca

Address: 2nd Floor, 510 Main St., Winnipeg, MB R3B 1B9

<image002.gif>

Connect with us: <image003.gif> <image004.gif>

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McNeil,Doug

From: Kiernan, John
Sent: Friday, February 3, 2017 3:56 PM
To: McNeil,Doug
Subject: RE: Shaw Baseball Park - Lease between Riverside Park Management Inc. and the City of Winnipeg

Thanks for sharingjohn

John Kiernan, Director
Planning Property and Development
P: 204-986-8165

From: McNeil,Doug
Sent: Friday, February 03, 2017 3:13 PM
To: Kiernan, John
Subject: FW: Shaw Baseball Park - Lease between Riverside Park Management Inc. and the City of Winnipeg

FYI

Doug McNeil, P.Eng.
Chief Administrative Officer
P: 204-986-5104
M: 204-390-0600

From: Wyatt, Russ
Sent: Friday, February 03, 2017 1:58 PM
To: McNeil,Doug
Cc: Allard, Matt; Bowman, Brian; Browaty, Jeff; Dobson, Shawn; Eadie, Ross; Gerbasi, Jenny; Gillingham, Scott (Councillor); Gilroy, Cindy; Kachur, Richard; Lemoine, Marc; Lukes, Janice; Mayes, Brian; MayorBowman; Morantz, Marty; Orlikow, John; Pagtakhan, Mike; Schreyer, Jason; Sharma, Devi (Councillor)
Subject: Re: Shaw Baseball Park - Lease between Riverside Park Management Inc. and the City of Winnipeg

Mr McNeil:

Thank you for this update.

23(1)(a)



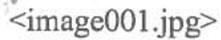
Russ Wyatt
City Councillor - Transcona Ward
Council Building, City Hall
510 Main Street,
Winnipeg, Manitoba, Canada
R3B 1B9
Tel. (204) 986-8087
Email: rwyatt@winnipeg.ca

On Feb 3, 2017, at 1:36 PM, McNeil,Doug <DMcNeil@winnipeg.ca> wrote:

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**Doug McNeil, P.Eng.**

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City of Winnipeg

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McNeil,Doug

From: McNeil,Doug
Sent: Thursday, May 4, 2017 11:49 AM
To: Kiernan, John
Cc: Roberts, Julian; Kelly, Brenda; Erickson, Brad
Subject: RE: Shaw Park

Thanks.

From: Kiernan, John
Sent: Wednesday, May 3, 2017 4:57 PM
To: McNeil,Doug
Cc: Roberts, Julian; Kelly, Brenda; Erickson, Brad
Subject: FW: Shaw Park

Doug,

23(1)(a), 28(1)(c)(iii)



From: McNeil,Doug
Sent: Wednesday, May 03, 2017 3:24 PM
To: Kiernan, John
Subject: Shaw Park

Hi John,

Can I get an update on the Shaw Park lease negotiations?

Doug



Doug McNeil, P.Eng.
Chief Administrative Officer
City of Winnipeg

Phone: 204-986-5104
Mobile: 204-391-0600
Email: dmcneil@winnipeg.ca
Website: winnipeg.ca
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Auch, Brenda

From: Dryburgh, Matt
Sent: Thursday, May 04, 2017 12:01 PM
To: McNeil,Doug
Cc: Kiernan, John
Subject: Re: Update on Shaw Park Lease Negotiations

Thanks for the update Doug.

Sent from my iPhone

On May 4, 2017, at 11:56 AM, McNeil,Doug <DMcNeil@winnipeg.ca> wrote:

Matt,

23(1)(a), 28(1)(c)(iii)



Doug

<image001.jpg>

Doug McNeil, P.Eng.
Chief Administrative Officer
City of Winnipeg

Phone: 204-986-5104
Mobile: 204-391-0600
Email: dmcneil@winnipeg.ca
Website: winnipeg.ca
Address: 2nd Floor, 510 Main St., Winnipeg, MB R3B 1B9

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Connect with us: <image003.gif> <image004.gif>

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message in error, please notify the sender and permanently delete the complete message and any attachments. Thank you.

McNeil,Doug

From: Wong, Cindy
Sent: Friday, June 16, 2017 3:28 PM
To: Auch, Brenda; Fritzsche, Ericka
Cc: Kiernan, John; Thomas, Janet; Beck, Karen; McNeil,Doug; Jack, Michael; DesAutels, Lori; Wong, Cindy; Kelly, Brenda; Erickson, Brad; Roberts, Julian; Sobrevilla, Marbie; McDonald, Cheryl
Subject: Briefing Note - Lease between Riverside Park Management Inc. and the City of Winnipeg
Attachments: MA2017-096 - CBN - Lease between Riverside Park Management Inc and the City of Winnipeg MA Final.doc
Importance: High

Please find the attached Briefing Note, Lease between Riverside Park Management Inc. and the City of Winnipeg, submitted to the Chief Administrative Officer for approval.

Thank you.

**Cindy Wong**

Executive Assistant to the Director
Office of the Director, Planning, Property and Development
City of Winnipeg

Phone: 204-986-2884

Mobile: 204-390-0655

Email: cindywong@winnipeg.ca

Website: winnipeg.ca

Address: 3rd Floor, 65 Garry Street, Winnipeg, MB R3C 4K4



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Confidential Briefing Note



To: Doug McNeil, Chief Administrative Officer
 From: John Kiernan, Director of Planning, Property and Development
 Date: June 16, 2017
 Re: Lease between Riverside Park Management Inc. and the City of Winnipeg

Summary

- 23(1)(a), 28(1)(c)(iii)
- [Redacted]
- [Redacted]
- [Redacted]

Recommendation

- 23(1)(a), 28(1)(c)(iii)
- [Redacted]

Background:

History:

- On July 23, 1997, Council approved the lease of City-owned property located at 1 Portage Avenue East to Riverside Park Management Inc. for the purpose of constructing a multi-purpose sports and recreational facility, commonly known as Shaw Park. This lease is known as the Master Lease Agreement.
- Riverside Park Management Inc. accepted full responsibility for the construction of the facility at its sole cost, effort, and expense.
- The approved lease term was for twenty five (25) years with no extension option, and for an annual rental rate of \$1.00. The Master Lease Agreement has an expiry date of July 27, 2023.
- Council has approved a series of amending agreements which permitted for the expansion, including construction of a 2nd level restaurant, erection of a free-standing advertising sign and various parking locations on adjacent City-owned property and public rights of way.
- During the duration of this agreement, the structures and improvements are owned by Riverside, and the land is owned by the City.
- At the expiration of the Master Lease Agreement term, ownership of the structures and improvements will revert to the City of Winnipeg.

Request:

- 23(1)(a), 28(1)(c)(iii)
- [Redacted]

- 23(1)(a), 28(1)(c)(iii)

Due Diligence:

- 23(1)(a), 28(1)(c)(iii)
-
-
-
-
-
-
-

Key Issues:

- 23(1)(a), 28(1)(c)(iii)
-
-

Cautionary Notes

- 23(1)(a), 28(1)(c)(iii)
-
-

Current Status/Next Steps:

- 23(1)(a), 28(1)(c)(iii)
-

Attachments:

- 23(1)(a), 28(1)(c)(iii)

23(1)(a), 28(1)(c)(iii)



23(1)(a), 28(1)(c)(iii)



23(1)(a), 28(1)(c)(iii)



23(1)(a), 28(1)(c)(iii)



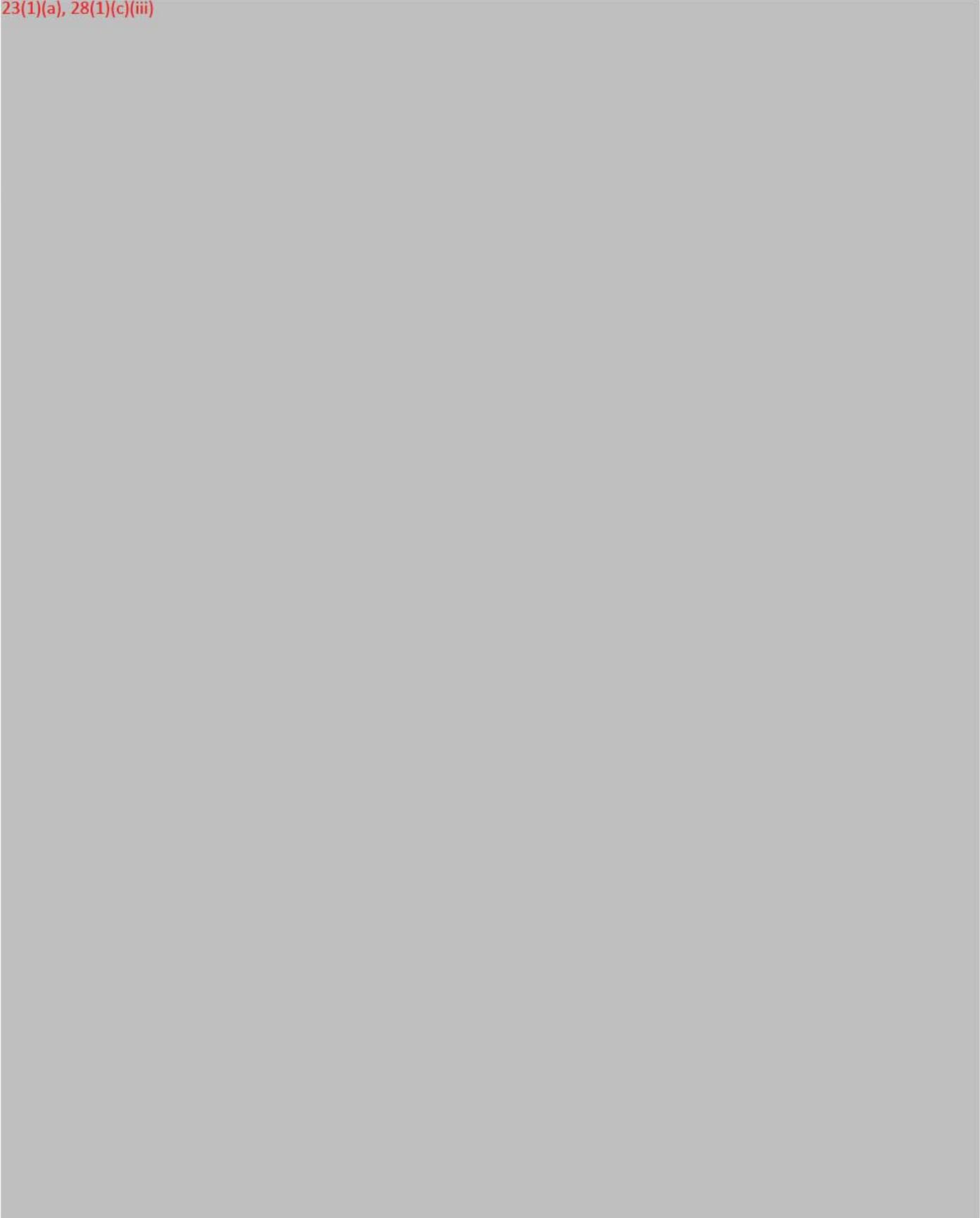
23(1)(a), 28(1)(c)(iii)



23(1)(a), 28(1)(c)(iii)



23(1)(a), 28(1)(c)(iii)



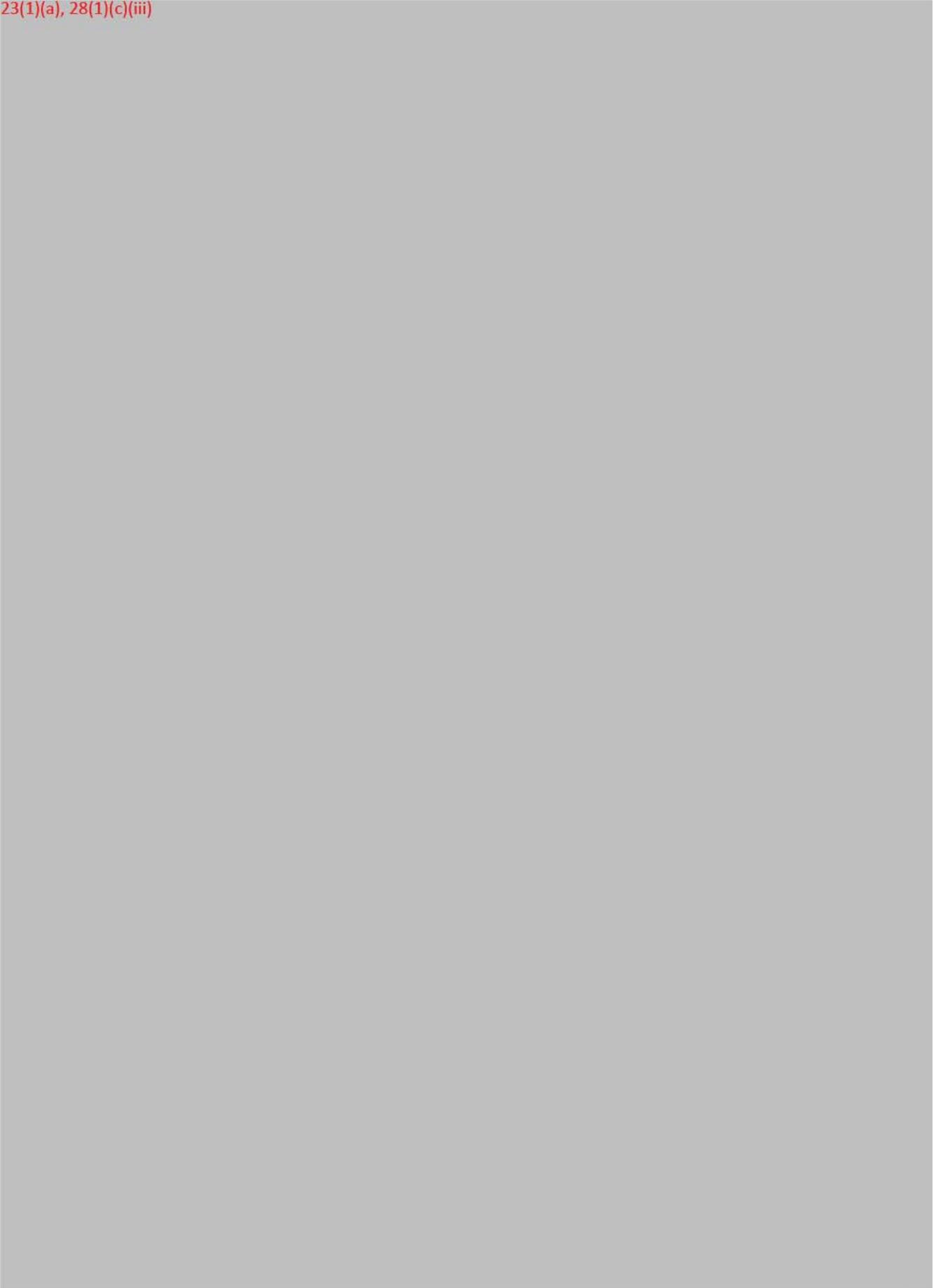
23(1)(a), 28(1)(c)(iii)



23(1)(a), 28(1)(c)(iii)



23(1)(a), 28(1)(c)(iii)



23(1)(a), 28(1)(c)(iii)



23(1)(a), 28(1)(c)(iii)



McNeil,Doug

From: Kiernan, John
Sent: Wednesday, July 5, 2017 12:48 PM
To: McNeil,Doug; Jack, Michael
Cc: Thomas, Janet; Wong, Cindy; DesAutels, Lori; Erickson, Brad; Kelly, Brenda
Subject: Riverside Management - BN Update
Attachments: Riverside Park Management Inc - Confidential Briefing Note (07 05 2017) (Tracked Changes).doc

**John Kiernan**

Director
Planning Property and Development,
City of Winnipeg

Phone: 204-986-8165

Email: Jkiernan@winnipeg.ca

Website: winnipeg.ca

Address: 3rd Floor , 65 Garry Street, Winnipeg, MB R3C 4K4



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Confidential Briefing Note



To: Doug McNeil, Chief Administrative Officer
From: John Kiernan, Director of Planning, Property and Development
Date: June 1, 2017
Re: Lease between Riverside Park Management Inc. and the City of Winnipeg

Summary

- 23(1)(a), 28(1)(c)(iii)
- 
- A large grey rectangular redaction box covers the main body of the summary section.

Recommendation

- 23(1)(a), 28(1)(c)(iii)
- 
- A grey rectangular redaction box covers the main body of the recommendation section.

Background:

History:

- On July 23, 1997, Council approved the lease of City-owned property located at 1 Portage Avenue East to Riverside Park Management Inc. for the purpose of constructing a multi-purpose sports and recreational facility, commonly known as Shaw Park. This lease is known as the Master Lease Agreement.
- On July 28, 1997 the City of Winnipeg approved a Sub-Lease Agreement to permit Riverside Park Management Inc. to sublease the rights under the agreement to Goldeyes Baseball Club Inc.
- Riverside Park Management Inc. accepted full responsibility for the construction of the facility at its sole cost, effort, and expense.
- The approved lease term was for twenty five (25) years with no extension option, and for an annual rental rate of \$1.00. The Master Lease Agreement has an expiry date of July 27, 2023.
- Council has approved a series of amending agreements which permitted for the expansion, including construction of a 2nd level restaurant, erection of a free-standing advertising sign and various parking locations on adjacent City-owned property and public rights of way.
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Request:

- 23(1)(a), 28(1)(c)(iii)



Attachments:

- 23(1)(a), 28(1)(c)(iii)



23(1)(a), 28(1)(c)(iii)



23(1)(a), 28(1)(c)(iii)



23(1)(a), 28(1)(c)(iii)



23(1)(a), 28(1)(c)(iii)



23(1)(a), 28(1)(c)(iii)



23(1)(a), 28(1)(c)(iii)



23(1)(a), 28(1)(c)(iii)



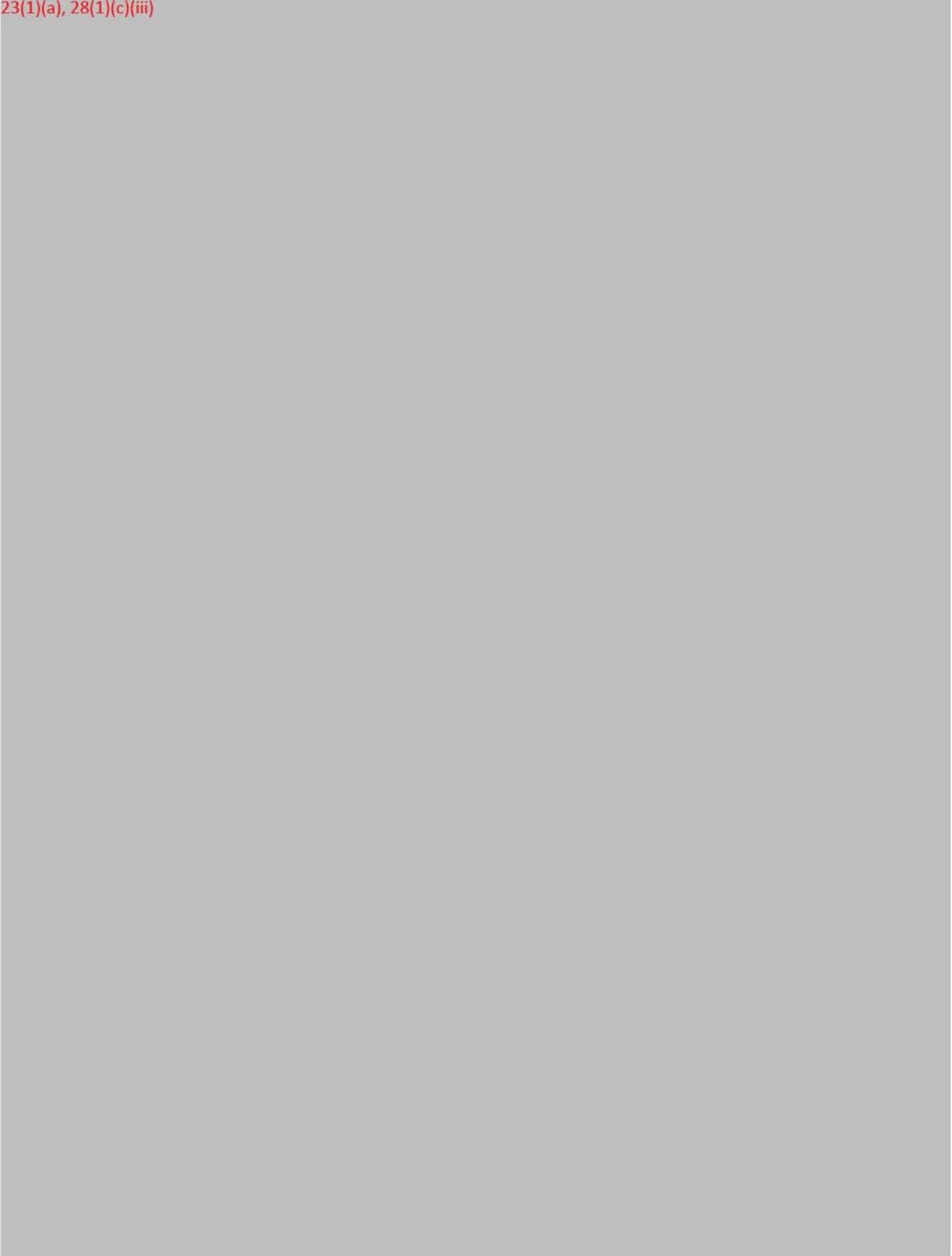
23(1)(a), 28(1)(c)(iii)



23(1)(a), 28(1)(c)(iii)



23(1)(a), 28(1)(c)(iii)



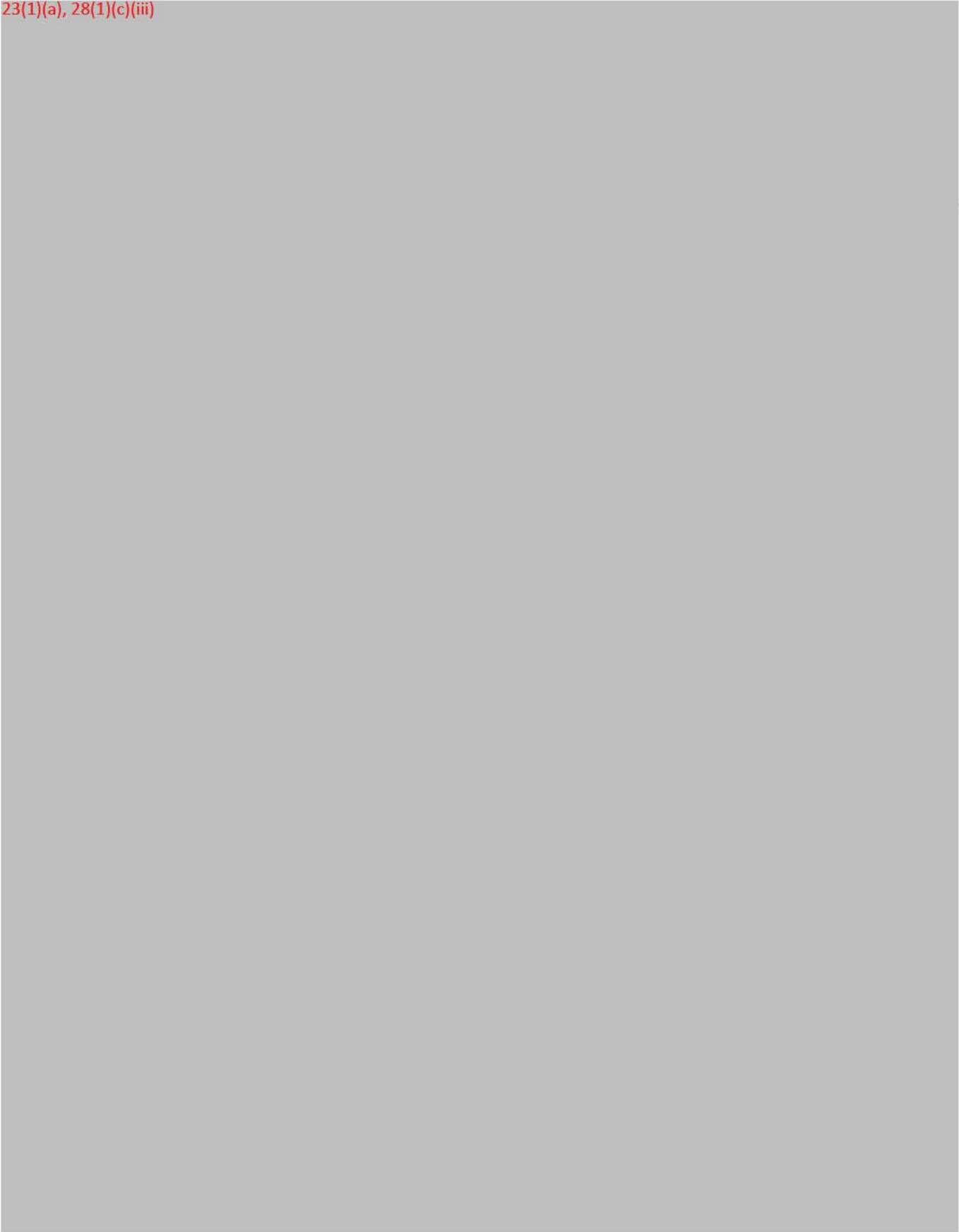
23(1)(a), 28(1)(c)(iii)



23(1)(a), 28(1)(c)(iii)



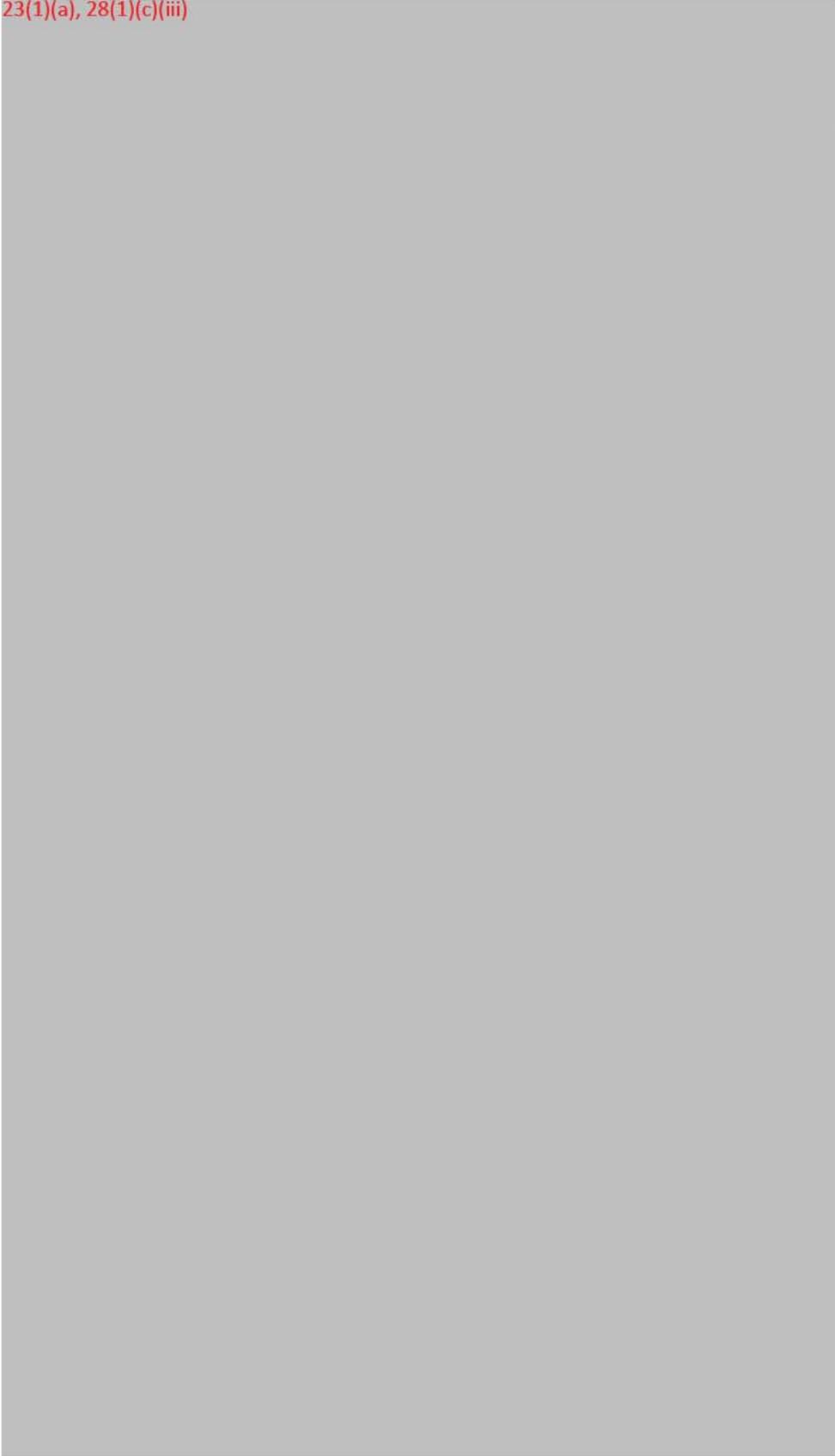
23(1)(a), 28(1)(c)(iii)



23(1)(a), 28(1)(c)(iii)



23(1)(a), 28(1)(c)(iii)



23(1)(a), 28(1)(c)(iii)



A G E N D A
Offices of the Mayor and CAO

July 14, 2017

	AGENDA ITEM	COMMENTS & NEXT STEPS	ATTACHMENT
1.	non-responsive		
2.			
3.			
4.			

5.	non-responsive	
6.		
7.		
8.	Riverside Park Management Inc.	 Riverside Park Management Inc - Co

Confidential Briefing Note



To: Doug McNeil, Chief Administrative Officer

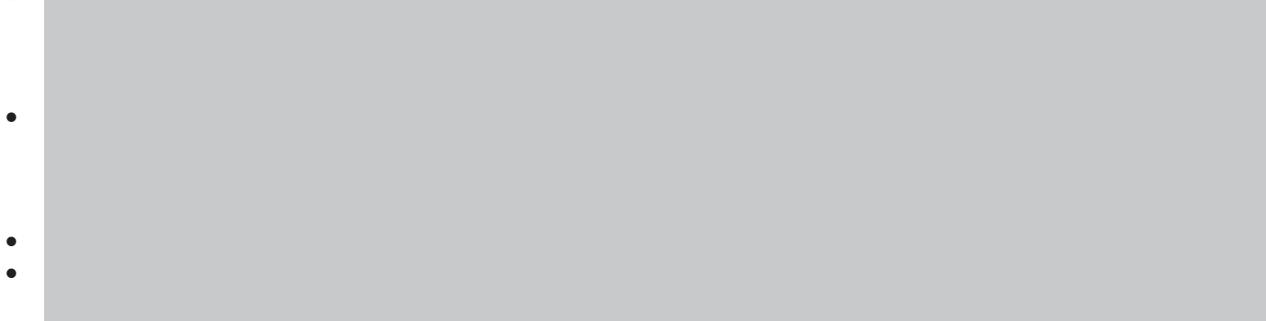
From: John Kiernan, Director of Planning, Property and Development

Date: July 5, 2017

Re: Lease between Riverside Park Management Inc. and the City of Winnipeg

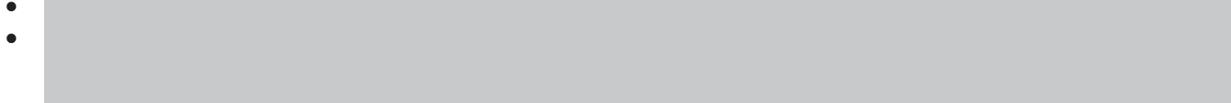
Summary

• 23(1)(a), 28(1)(c)(iii)



Re

• 23(1)(a), 28(1)(c)(iii)



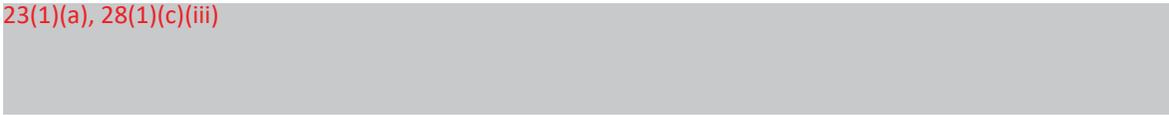
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- On July 28, 1997 the City of Winnipeg approved a Sub-Lease Agreement to permit Riverside Park Management Inc. to sublease the rights under the agreement to Goldeyes Baseball Club Inc.
- Riverside Park Management Inc. accepted full responsibility for the construction of the facility at its sole cost, effort, and expense.
- The approved lease term was for twenty five (25) years with no extension option, and for an annual rental rate of \$1.00. The Master Lease Agreement has an expiry date of July 27, 2023.
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- During the duration of this agreement, the structures and improvements are owned by Riverside, and the land is owned by the City.
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Request:

- 23(1)(a), 28(1)(c)(iii)



Attachments:

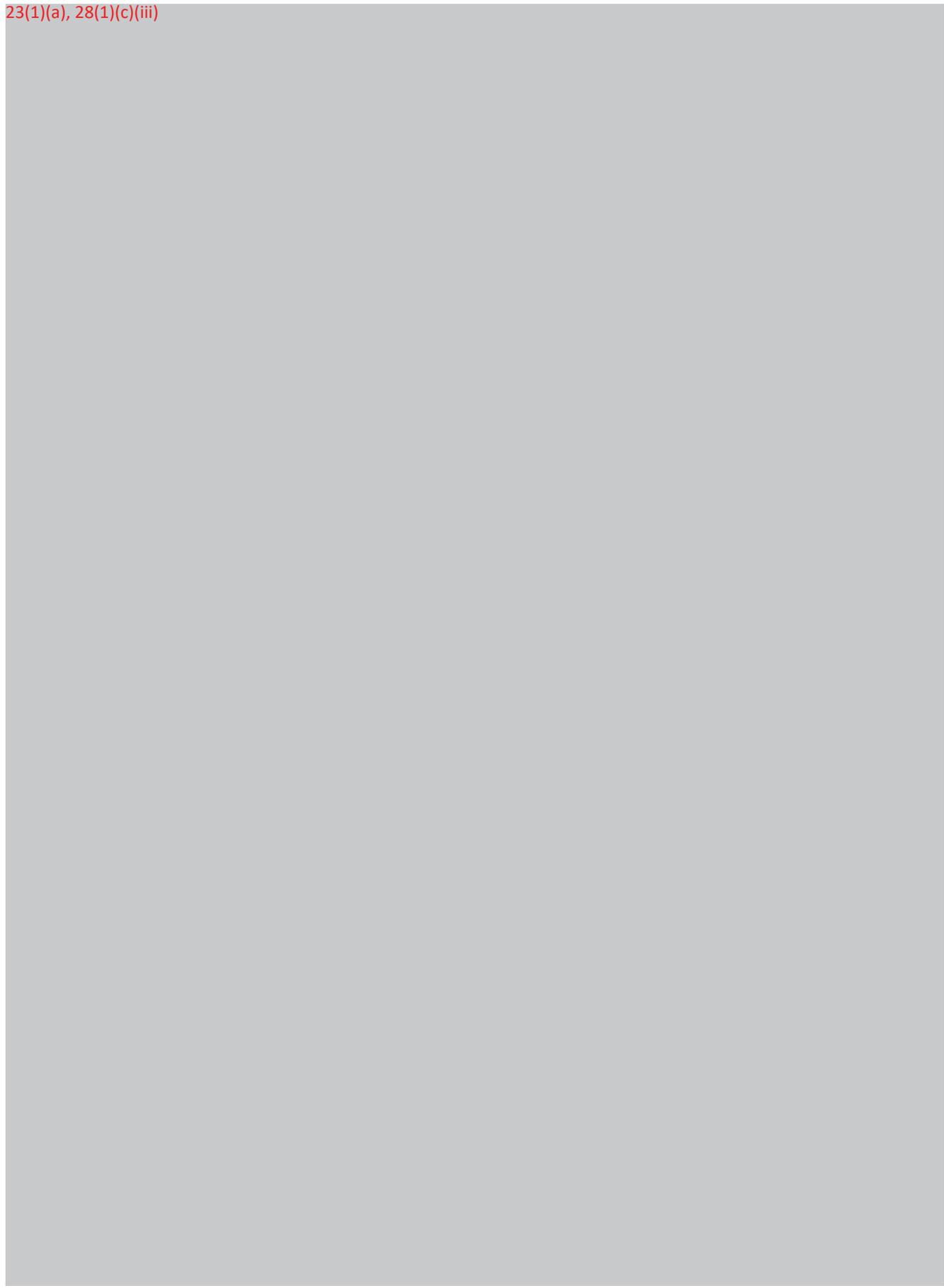
- 23(1)(a), 28(1)(c)(iii)



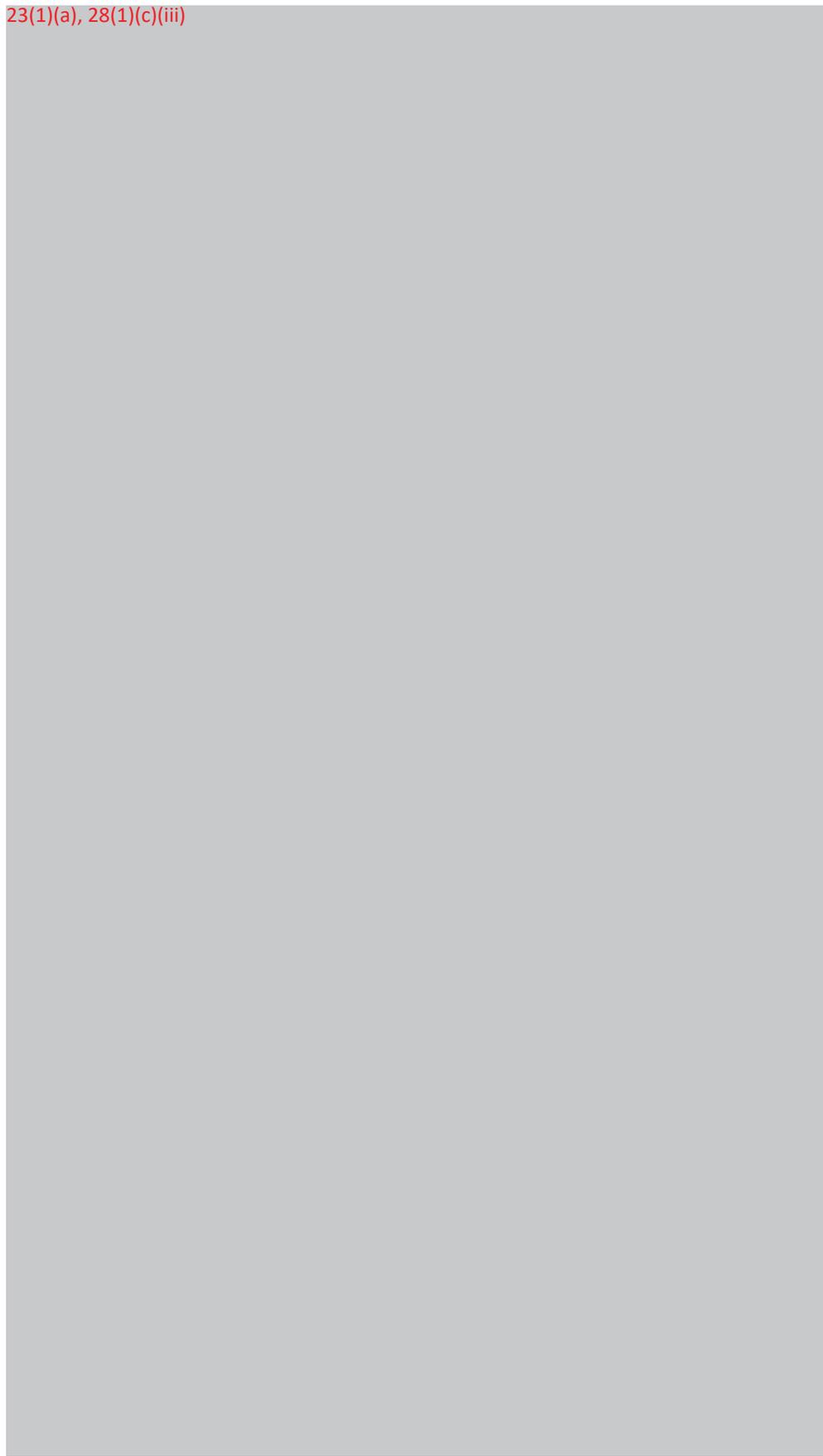
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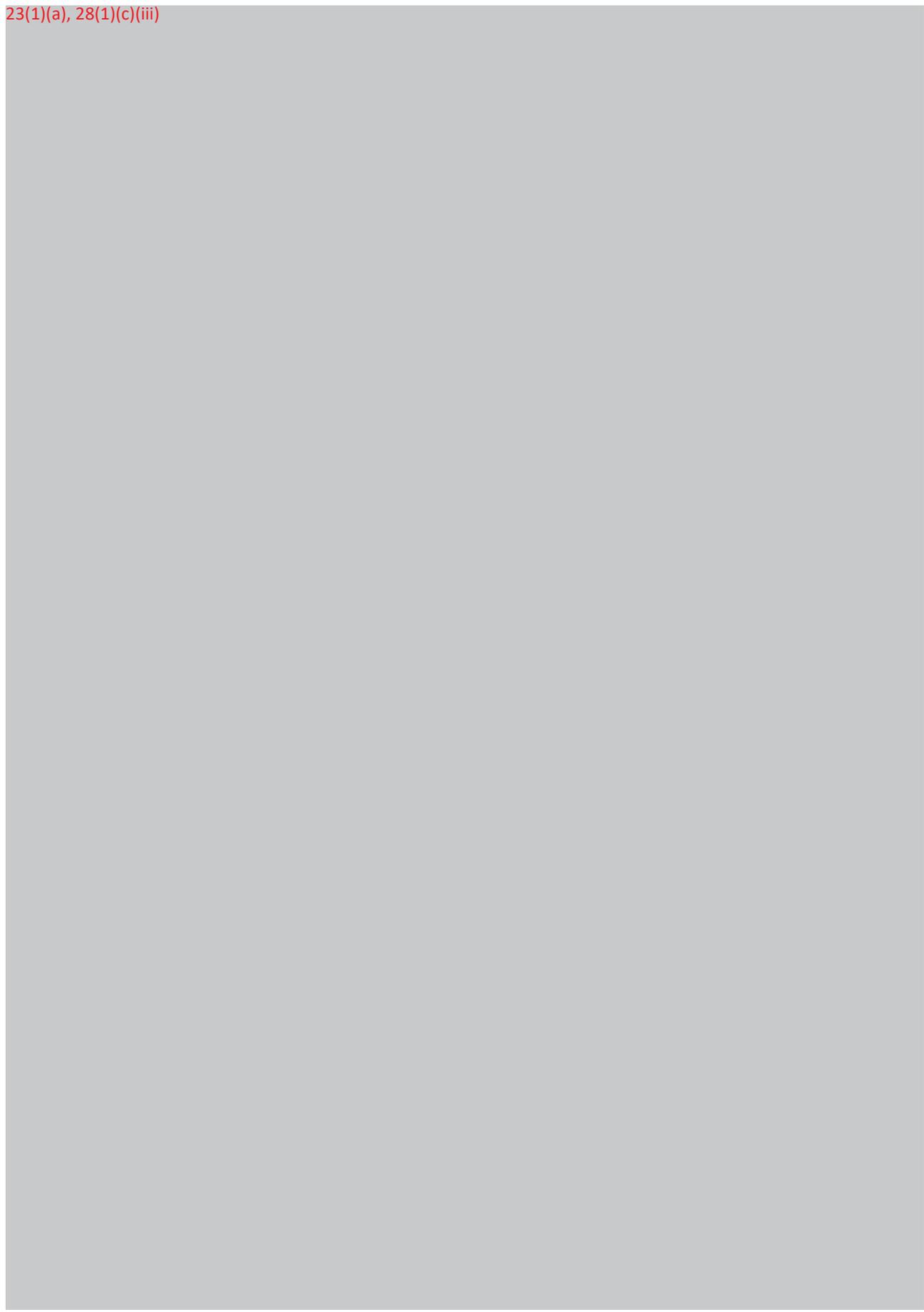
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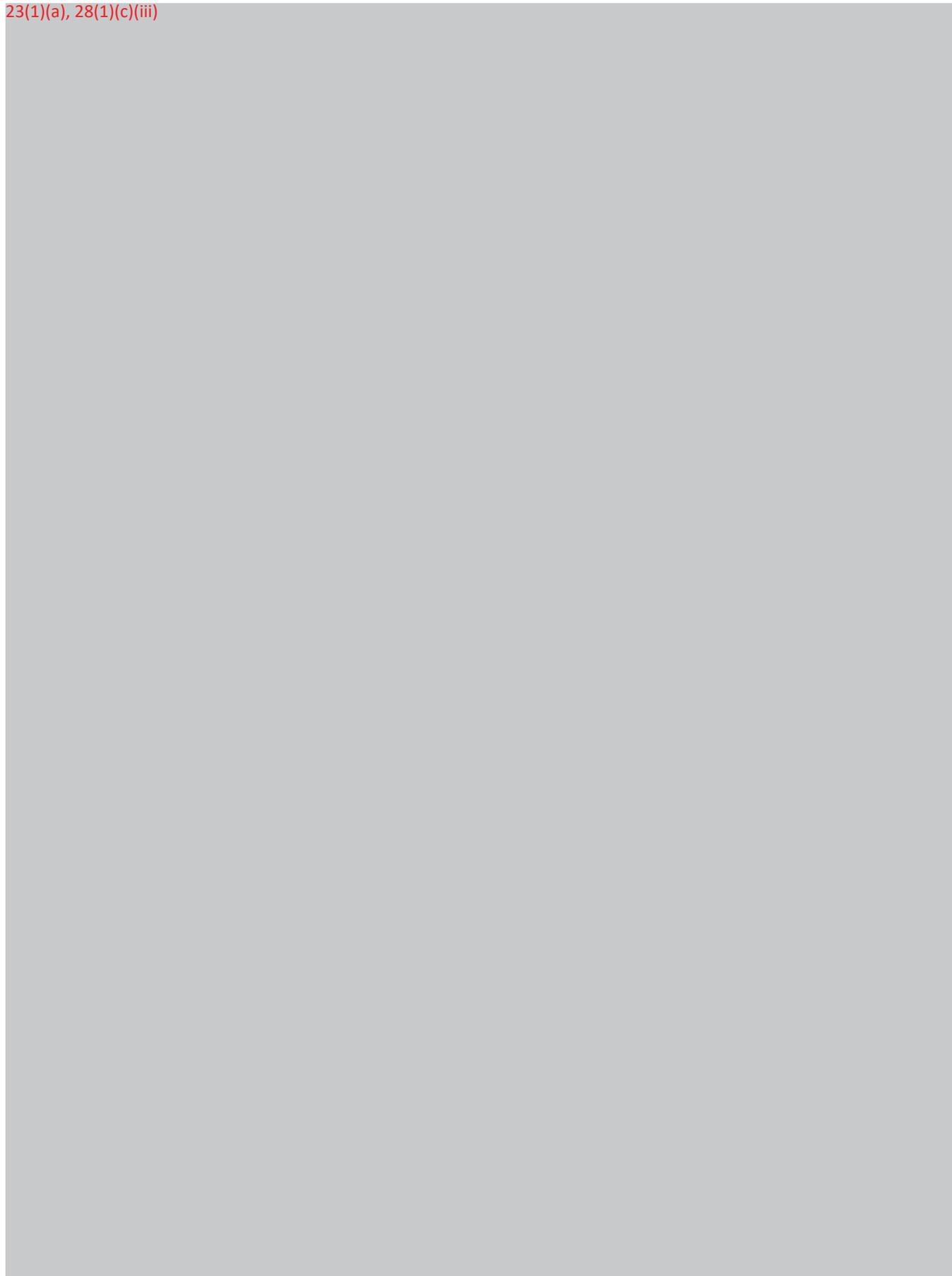
23(1)(a), 28(1)(c)(iii)



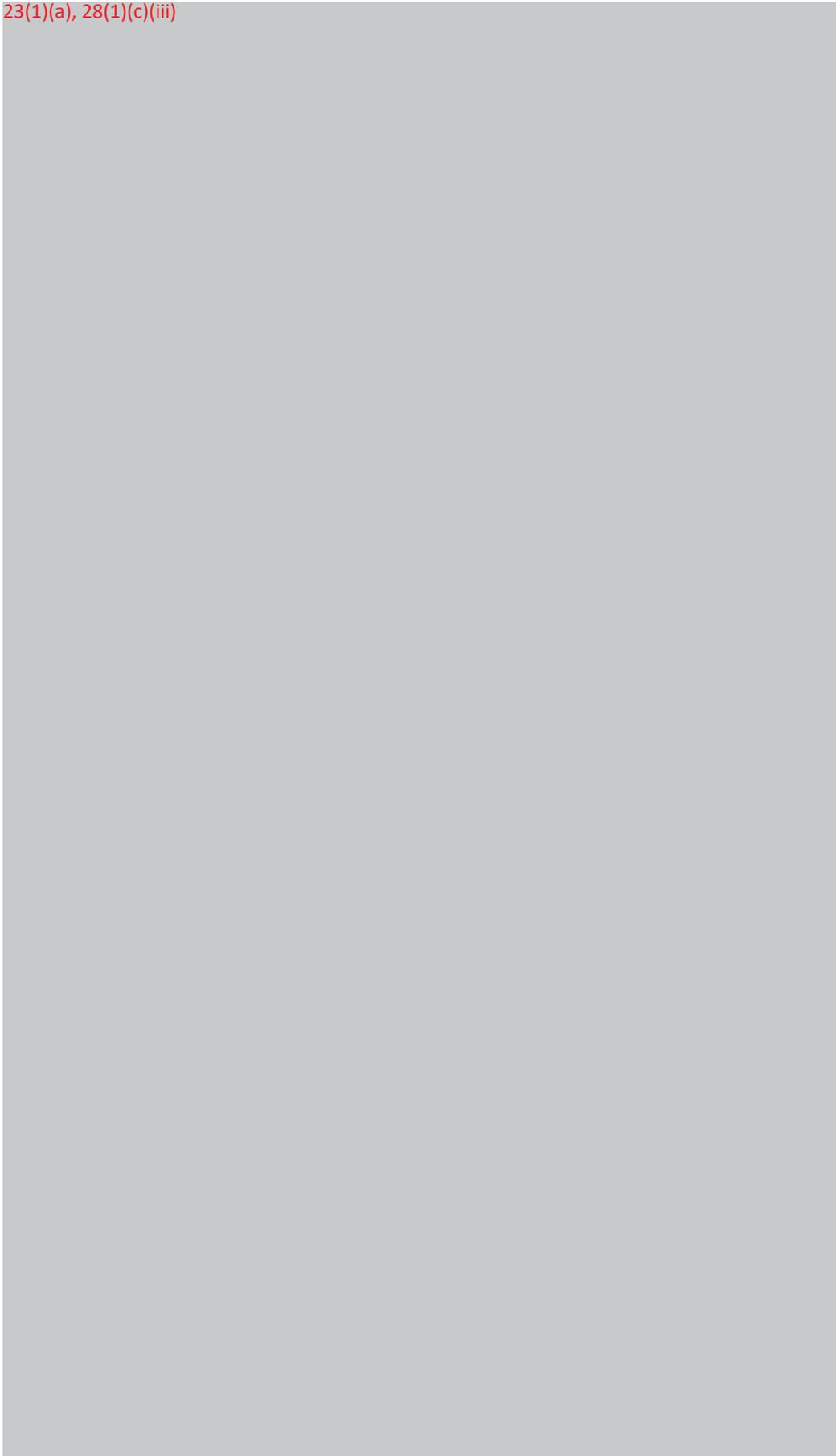
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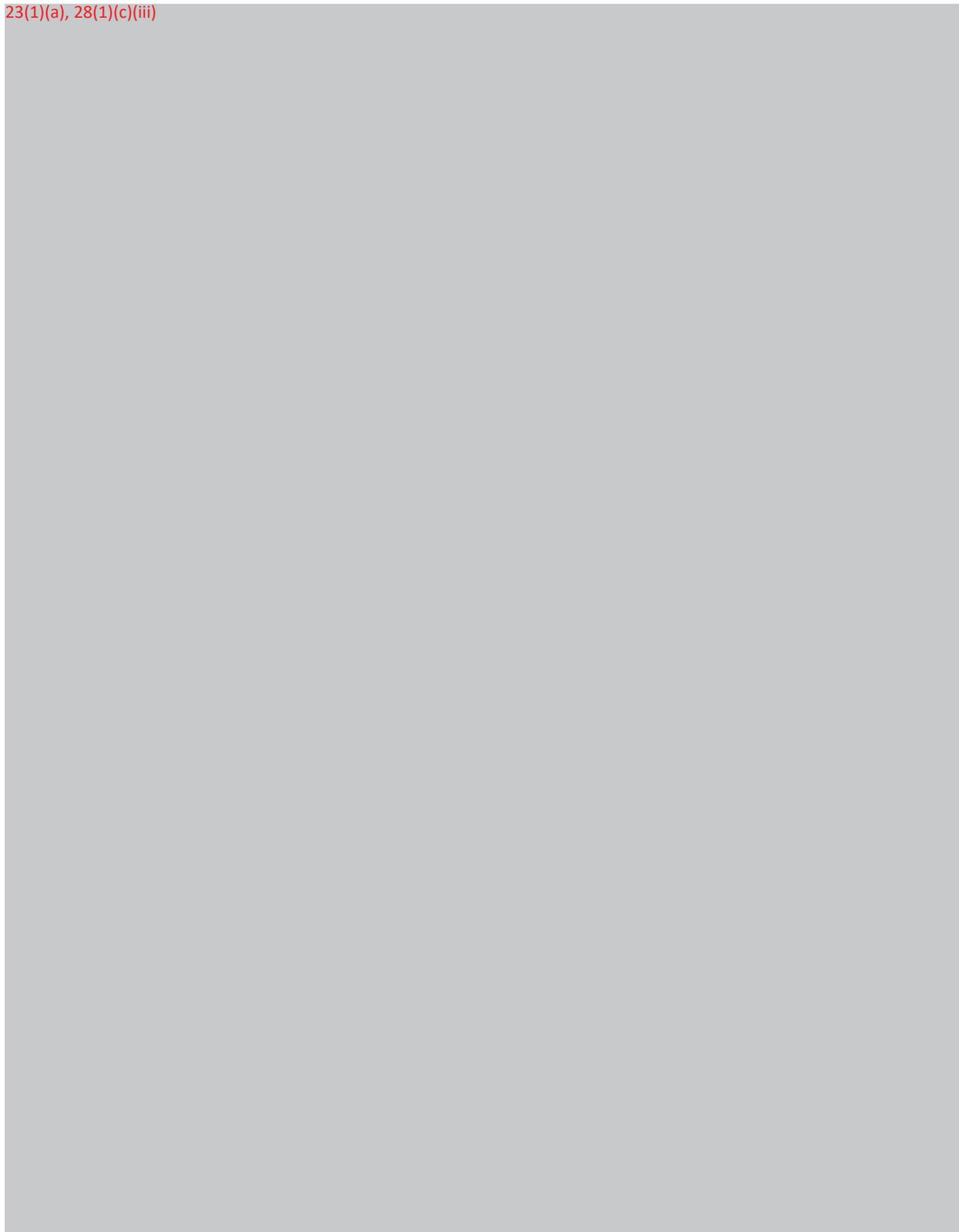
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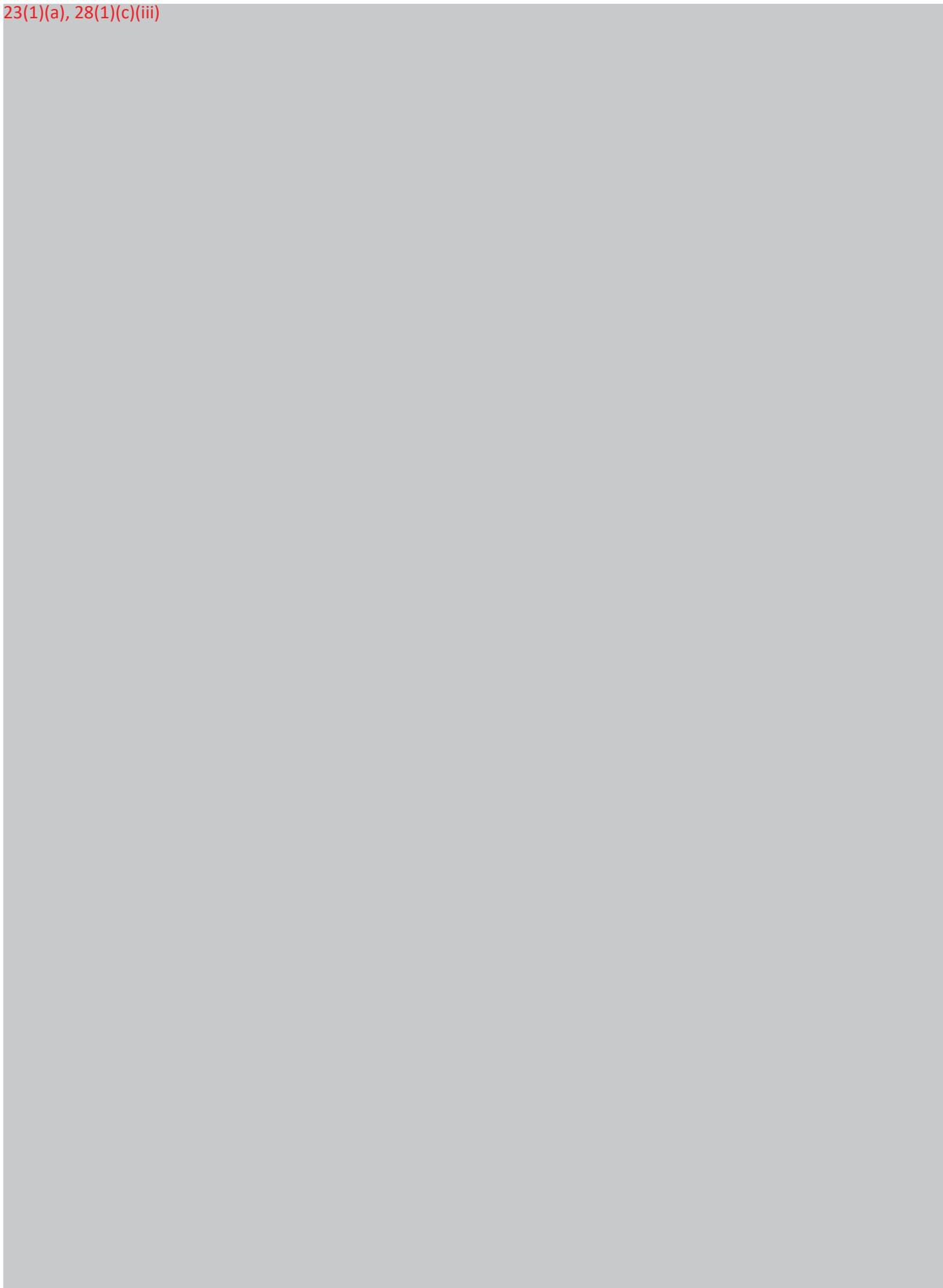
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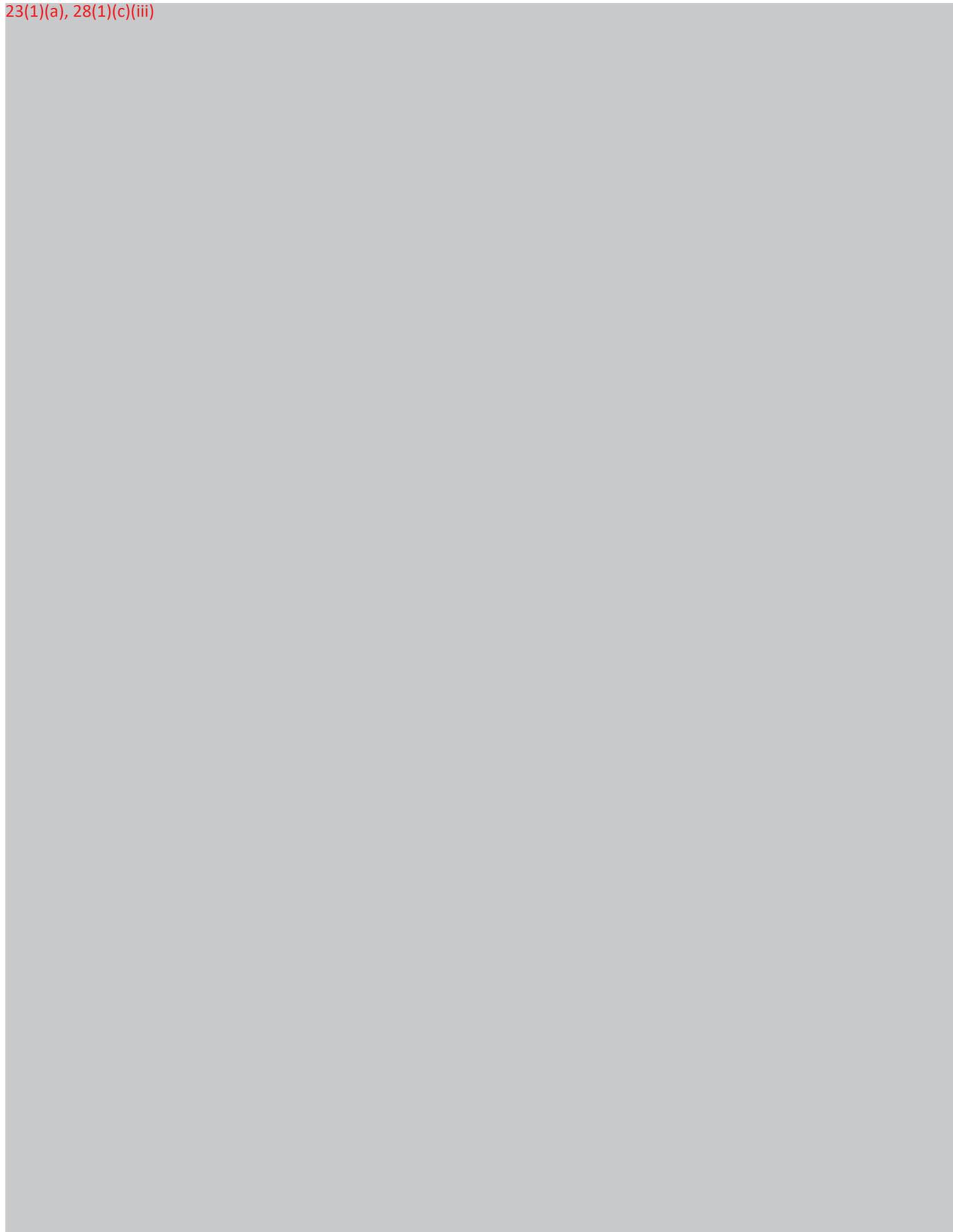
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23(1)(a), 28(1)(c)(iii)



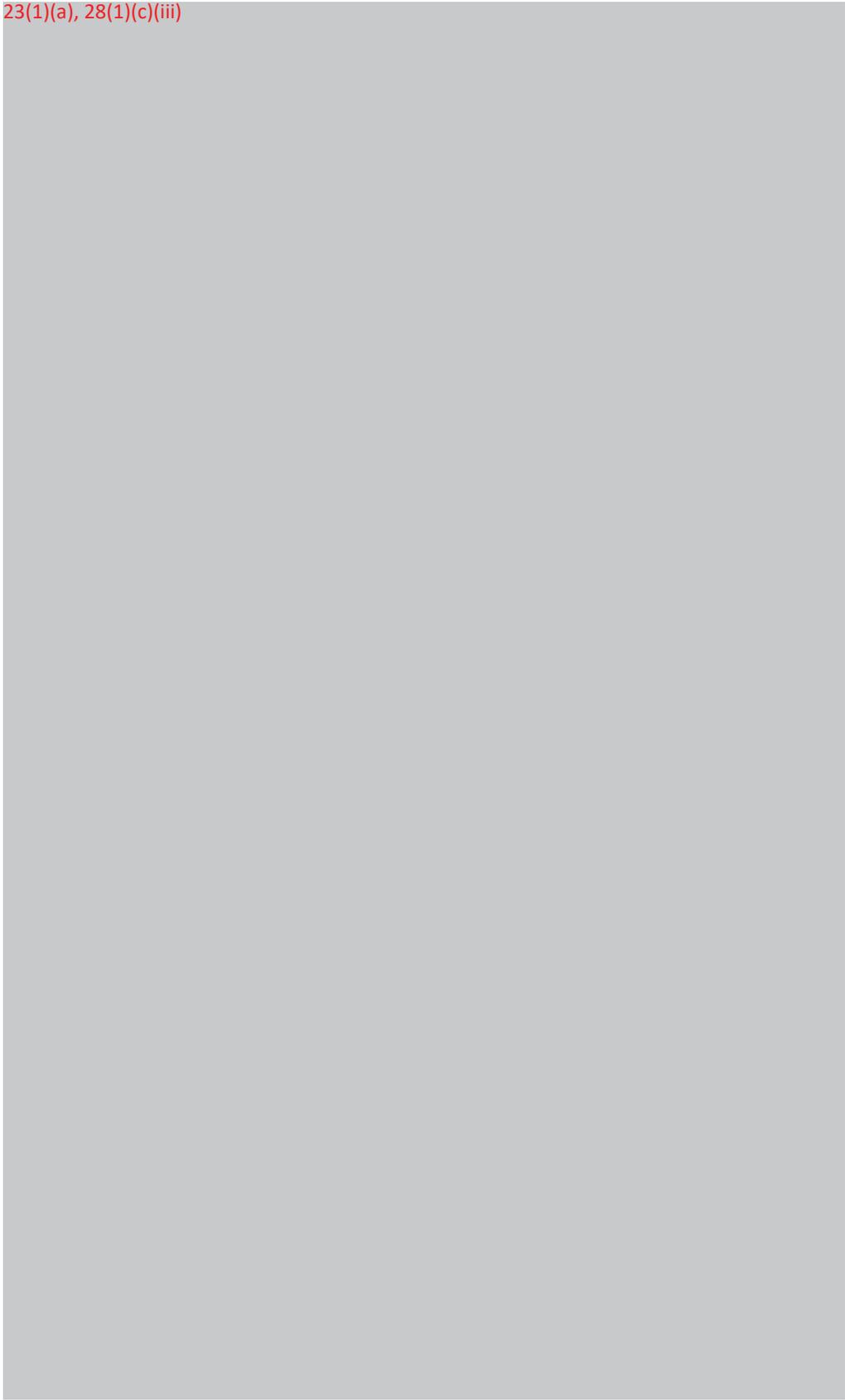
23(1)(a), 28(1)(c)(iii)



23(1)(a), 28(1)(c)(iii)



23(1)(a), 28(1)(c)(iii)



McNeil,Doug

From: Thomas, Janet
Sent: Friday, July 14, 2017 11:33 AM
To: Kiernan, John
Cc: Wong, Cindy; DesAutels, Lori; Erickson, Brad; Kelly, Brenda; Jack, Michael; McNeil,Doug
Subject: RE: Riverside Management - BN Update
Attachments: Riverside Park Management Inc - Confidential Briefing Note (07 05 2017).doc

Correct version of briefing note discussed this morning is attached.

Janet

Manager, Corporate Initiatives
Office of the Chief Administrative Officer
P: 204-986-8281
M: 204-918-1428

From: Thomas, Janet
Sent: Friday, July 14, 2017 10:52 AM
To: Kiernan, John
Cc: Wong, Cindy; DesAutels, Lori; Erickson, Brad; Kelly, Brenda; Jack, Michael; McNeil,Doug
Subject: RE: Riverside Management - BN Update

Hi John.

23(1)(a)

Janet

Manager, Corporate Initiatives
Office of the Chief Administrative Officer
P: 204-986-8281
M: 204-918-1428

From: Kiernan, John
Sent: Wednesday, July 05, 2017 12:48 PM
To: McNeil,Doug; Jack, Michael
Cc: Thomas, Janet; Wong, Cindy; DesAutels, Lori; Erickson, Brad; Kelly, Brenda
Subject: Riverside Management - BN Update



John Kiernan
Director
Planning Property and Development,
City of Winnipeg

Phone: 204-986-8165
Email: Jkiernan@winnipeg.ca

Website: winnipeg.ca

Address: 3rd Floor , 65 Garry Street, Winnipeg, MB R3C 4K4



Connect with us:  

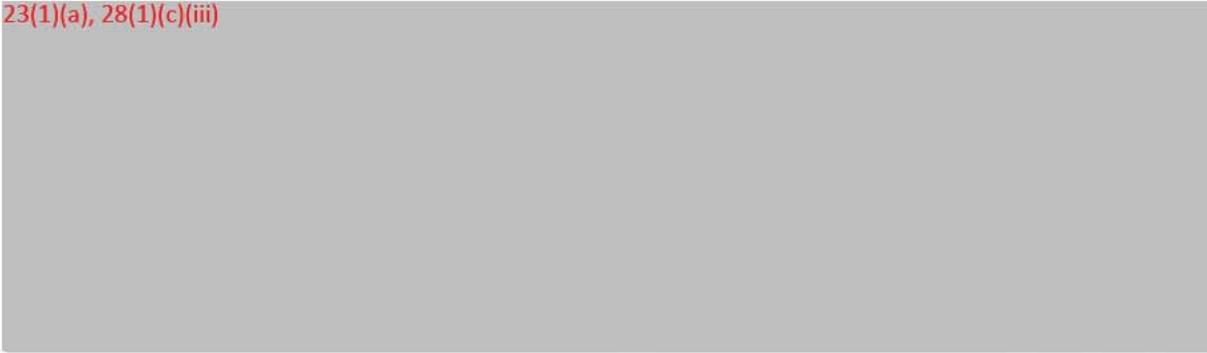
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Confidential Briefing Note



To: Doug McNeil, Chief Administrative Officer
From: John Kiernan, Director of Planning, Property and Development
Date: July 5, 2017
Re: Lease between Riverside Park Management Inc. and the City of Winnipeg

Summary

- 23(1)(a), 28(1)(c)(iii)
- 
- A large grey rectangular redaction box covers the main body of the summary section.

Recommendation

- 23(1)(a), 28(1)(c)(iii)
- 
- A grey rectangular redaction box covers the main body of the recommendation section.

Background:

History:

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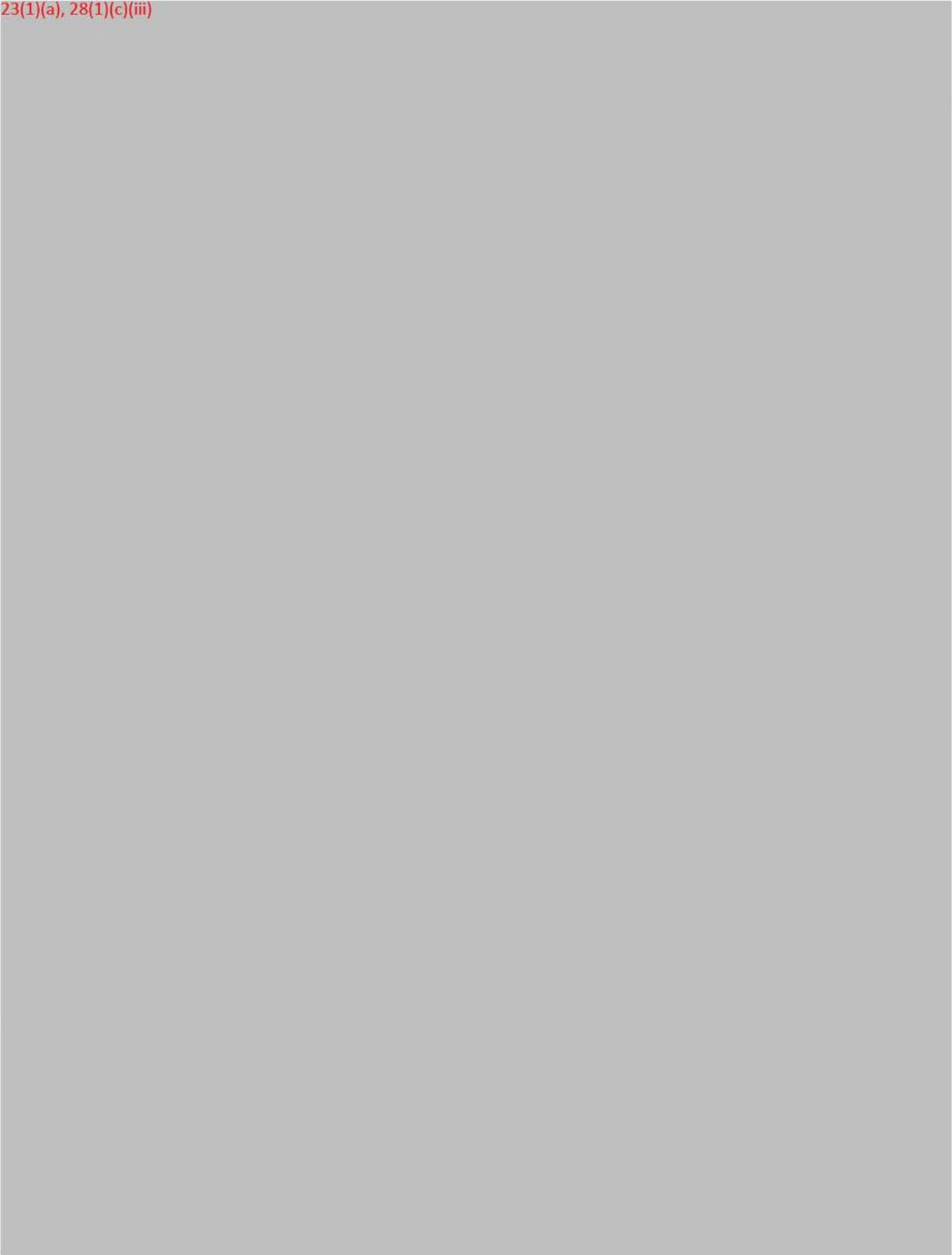


Attachments:

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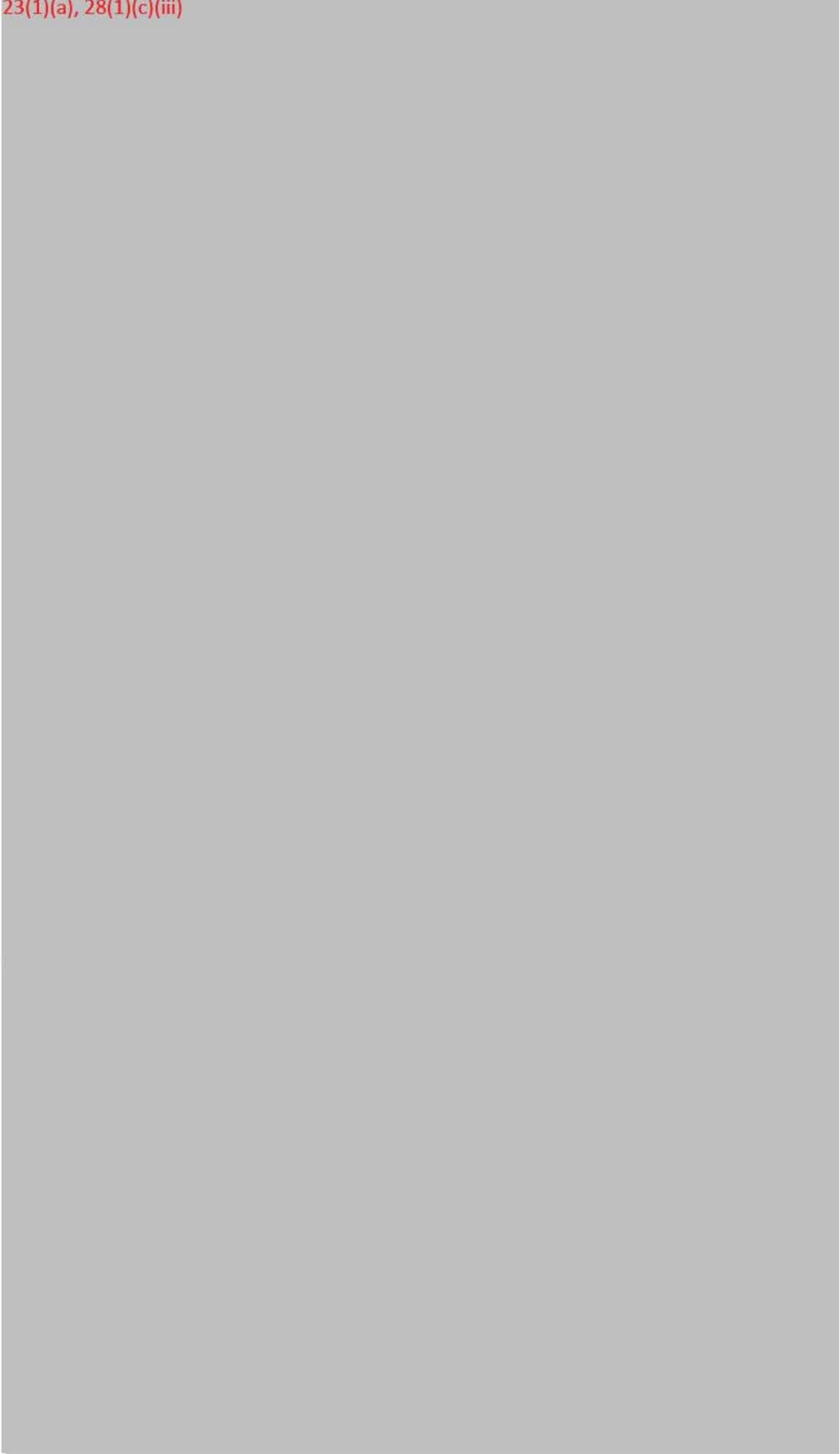
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23(1)(a), 28(1)(c)(iii)



23(1)(a), 28(1)(c)(iii)



23(1)(a), 28(1)(c)(iii)



23(1)(a), 28(1)(c)(iii)



23(1)(a), 28(1)(c)(iii)



23(1)(a), 28(1)(c)(iii)



23(1)(a), 28(1)(c)(iii)



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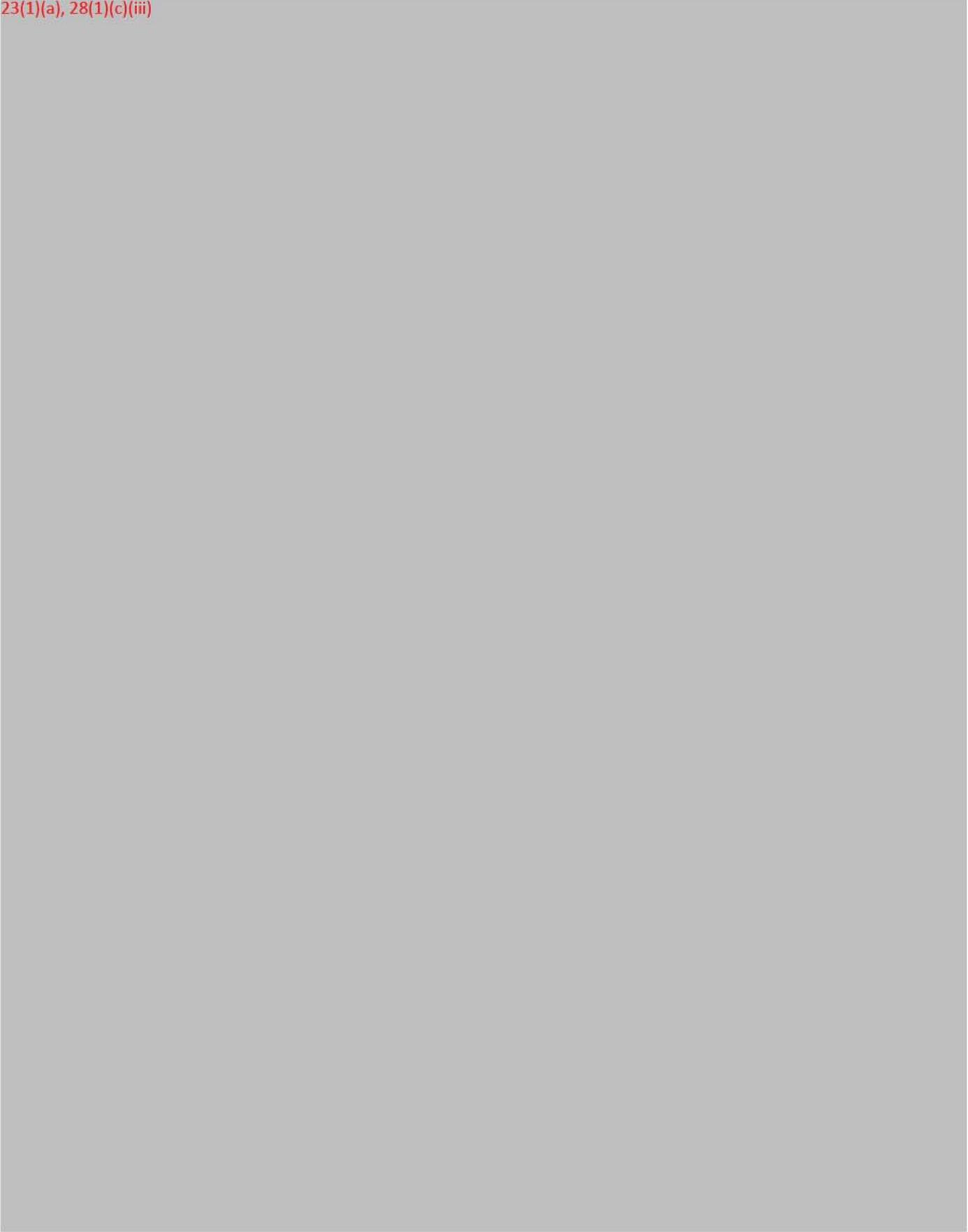
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23(1)(a), 28(1)(c)(iii)



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