June 7, 2018

Your Request for Access to Information under Part 2 of The Freedom of Information and Protection of Privacy Act
Our File No: 18 04 341

This letter is further to our letter of May 9, 2018 and your Application for Access under the Freedom of Information and Protection of Privacy Act (FIPPA), in which you requested the following:

“All emails, documents, notes, reports, minutes, faxes To and From Planning & Property Developments Between Feb 10, 2015 – May 31, 2015 Regarding #1 Portage Ave East (Goldeyes Baseball Park) and leases, lease extensions/contracts for that property and property nearby used as parking lots.”

We have carefully considered your application and the responsive records. The review process required that we consult with a third party in regard to release of the records. The third party consented to release and access to the records has been granted in full. Please find the responsive records attached.
Under Part 5 of The Freedom of Information and Protection of Privacy Act, you have the right to file a complaint with the Provincial Ombudsman within 60 days of receipt of this letter on the prescribed form to:

Manitoba Ombudsman
750 – 500 Portage Avenue
Winnipeg, MB R3C 3X1

You may contact Ombudsman Manitoba directly at (204) 982-9130. Should you require further information or clarification with respect to your application, please feel free to contact me directly at (204) 986-4366 at your convenience.

Thank you,

P. Langstaff - FIPPA Coordinator
Office of the Director
Planning, Property and Development Department

Cc: Mr. K. Krahn, Corporate FIPPA Coordinator, Access and Privacy Office
February 27, 2015

Brenda Kelley
Superintendent of Property Management
City of Winnipeg
Winnipeg, MB

Dear Madam:

Re: Request to Extend the Leases Between City of Winnipeg and Riverside Park Management Inc.

The writer is retained by Riverside Park Management Inc. (Riverside) to represent them in the matter of their desire to seek agreement with the City of Winnipeg (City) to extend their City leases for lands related to the sports and entertainment stadium and facilities known to Winnipegers as "Shaw Park" home of the Goldeyes Baseball Club.

My research on the history of the above noted leases indicates that a Master Lease was entered into between the City and Riverside (the Parties) on October 31, 1997. Since then, this Master Lease has been amended by the Parties on:
- March 28, 2003;
- November 16, 2004, and

The Parties also signed a separate lease agreement on June 13, 2007 to provide for the use of land situated at the Eastern end of the stadium.

The Master Lease signed in 1997 provides for a term of twenty-five (25) years, computed from the "commencement date" which I am advised gives us an expiry date in 2023. Kindly advise if your records show a different "commencement date".

Riverside wishes to extend the above noted Leases for an additional seventy-five years from this year to expire in 2090. I understand that such a lease term is not unprecedented in light of similar facility lease arrangements with the Winnipeg Football Club at their former Maroons Road venue.
Riverside requires this lease extension in order to obtain commercial financing for a series of significant capital improvements to the ball park and facilities situated on the leased lands.

The immediate improvements to be undertaken by Riverside include:
- a new state of the art scoreboard/video screen;
- a new children's play area, and
- a new patio/BBQ area

Each of these three capital projects is an integral part of ensuring the highest quality entertainment experience for our guests at ball park events.

The above noted capital improvements will cost Riverside approximately $1.5 million and and cannot be financed with only nine years left on the City leases.

Another important opportunity exists if we can achieve a Master Lease extension to allow us to lease out additional commercial space in the ball park. We have 5,000 square feet at ground level fronting on to Pioneer Avenue that is well suited to a retail or service establishment and could generate incremental tax revenues for the City. Under the current terms of our Master Lease however, interested business people have advised us that a nine year lease is not feasible for their investment.

Through their use of the Riverside facilities which are subject to the above noted leases, the Winnipeg Goldeyes Baseball Club Inc. (the Goldeyes) has become a fixture of Summer for Manitobans who enjoy the entertainment provided at Shaw Park.

Through affordable game tickets and consessions and a very high quality family entertainment experience, a “night out at the ballpark” is an attractive option for citizens from all walks of life. Our downtown location ensures the vast majority of Winnipeggers have easy access to the ball park with a single transit bus route.

The Goldeyes donate baseball game tickets to over sixty local charitable community service groups that ensure our citizens who might not otherwise be able to get out and enjoy a game at the ballpark are able to do so.

The Winnipeg Goldeyes Field of Dreams charity is very pleased to have donated a total of close to $2 million to over forty children's charities in Manitoba.

Another important commitment of Riverside and the Goldeyes as part of their community use and service terms of the City leases include hosting amateur sport and community use access to the ball park. Amongst other events, this includes our facility being the home field for the University of Winnipeg Wesmen baseball team and annual Cubs and Scouts camping nights on our grass ball field.
Riverside is also very proud to have hosted high profile Winnipeg charity events at Shaw Park such as the Canadian Cancer Society 'Relay for Life', the CIBC "Run For the Cure" and the Heart and Stroke Association 'Big Bike Ride.' All of which touch the lives of thousands of Winnipeggers in one way or another.

I look forward to your reply at your earliest opportunity in order that we can agree to terms whereby citizens can continue to enjoy a first class, modern sports and entertainment facility at Shaw Park for many more years to come.

Yours truly,

Bryan R Gray, B A (Hons.), LL.B
May 22, 2015

Bryan R. Gray Law
6 Selwyn Place
Winnipeg, Manitoba
R3T 3N1

Attention: Bryan R. Gray

Dear Bryan:

RE: REQUEST TO EXTEND THE LEASES BETWEEN THE CITY OF WINNIPEG AND RIVERSIDE PARK MANAGEMENT INC.

(PLEASE QUOTE WHEN REPLYING)

Thank you again for the subject proposal. As you are aware, the Winnipeg Public Service has been actively assessing the proposal and very much appreciates your time and efforts in providing information as warranted during this process.

Please be advised the City of Winnipeg wishes to invite Riverside Park Management Inc. to negotiate potential revised terms and conditions for a term extension. Please do not hesitate to contact me to schedule a meeting at your earliest convenience.

Shaw Park represents an important sports and tourism venue and is a major component of the larger asset group of sporting and entertainment infrastructure in Winnipeg all contributing a positive economic impact to the City.

I would like to take this opportunity to thank Riverside Park Management Inc. for their interest in extending lease agreements with the City of Winnipeg.

Best regards,

Brad Erickson
Manager of Municipal Accommodations
July 3, 2018

Your Request for Access to Information under Part 2 of The Freedom of Information and Protection of Privacy Act
Our File No: 18 04 341

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“All emails, documents, notes, reports, minutes, faxes
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Regarding #1 Portage Ave East (Goldeyes Baseball Park) and leases, lease extensions/contracts for that property and property nearby used as parking lots.”

Further to our June 7, 2018 response to your application, as discussed in our telephone conversation, we have located additional records that are responsive to your request. Please find the additional records attached. Where a portion of the record has been severed, the relevant section of the FIPPA has been cited and is explained below.

With regard to the severed sections of the records (noted on the records themselves), the following sections of FIPPA apply:

Embrace the spirit • Vive l’esprit
July 3, 2018

Freedom of Information and Protection or Privacy 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
(c) positions, plans, procedures, criteria or instructions developed for the purpose of contractual or other negotiations by or on behalf of the Government of Manitoba or the public body, or considerations that relate to those negotiations;

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

To clarify the Act further, Sections 23(1)(c) 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 information prepared for negotiations regarding the baseball park and leases, lease extensions, and any other related negotiations.

Section 28 is also a discretionary exception intended to protect the public body’s economic interests. We have severed information that, if disclosed, could potentially prejudice or interfere with the City’s ongoing negotiations regarding the ballpark. Under Part 5 of The Freedom of Information and Protection of Privacy Act, you have the right to file a complaint with the Provincial Ombudsman within 60 days of receipt of this letter on the prescribed form to:

Manitoba Ombudsman
750 – 500 Portage Avenue
Winnipeg, MB R3C 3X1

You may contact Ombudsman Manitoba directly at (204) 982-9130. Should you require further information or clarification with respect to your application, please feel free to contact me directly at (204) 986-4366 at your convenience.

Thank you,

P. Langstaff - FIPPA Coordinator
Office of the Director
Planning, Property and Development Department

Cc: Mr. K. Krahn, Corporate FIPPA Coordinator, Access and Privacy Office
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:


- 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)
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
23(1)(c), 28(1)(c)(iii)
Udell, Kelly

From: Voelpel, Joanne
Sent: Friday, May 15, 2015 7:17 AM
To: Udell, Kelly
Subject: 23(1)(c), 28(1)(c)(iii)

Hi Kelly
23(1)(c), 28(1)(c)(iii)

Joanne

Sent from my iPhone

On May 14, 2015, at 11:02 AM, "Udell, Kelly" <KUdell@winnipeg.ca> wrote:

Hi Victoria,
23(1)(c), 28(1)(c)(iii)

Kelly

From: Voelpel, Joanne
Sent: Thursday, May 14, 2015 10:12 AM
To: Udell, Kelly
Cc: Timo, Victoria; Erickson, Brad
Subject: 23(1)(c), 28(1)(c)(iii)

Hi Kelly,
23(1)(c), 28(1)(c)(iii)

Joanne

Sent from my iPhone

On May 13, 2015, at 10:40 AM, "Udell, Kelly" <KUdell@winnipeg.ca> wrote:

Good morning Victoria,

Hope all is well with you – we haven’t talked in a long while!

23(1)(c), 28(1)(c)(iii)
Very much appreciated, thank you.

Kelly Udell, FRi(E), CLO  
Real Estate Officer  
City of Winnipeg  
Planning, Property and Development Department  
3rd floor - 65 Garry Street Winnipeg, MB R3C 4K4  
Tel: 204-986-2334 kudell@winnipeg.ca

This communication is intended only for the person to whom it is addressed, and may contain information that is confidential. Any other use, distribution, copying or disclosure is strictly prohibited. If you have received this communication in error, please notify the sender immediately by phone (204-986-2334) or reply to the message and then delete and destroy any copies of it.

From: Voelpel, Joanne  
Sent: Tuesday, May 12, 2015 4:00 PM  
To: Udell, Kelly  
Cc: Tumolva, Victoria  
Subject: RE: 23(1)(c), 28(1)(c)(ii)

Joanne

From: Udell, Kelly  
Sent: Tuesday, May 12, 2015 12:49 PM  
To: Voelpel, Joanne  
Subject: 23(1)(c), 28(1)(c)(ii)

From: Voelpel, Joanne  
Sent: Tuesday, May 12, 2015 12:44 PM
To: Udell, Kelly
Subject: 23(1)(c), 28(1)(c)(iii)

Joanne

From: Udell, Kelly
Sent: Tuesday, May 12, 2015 11:56 AM
To: Voelpel, Joanne
Subject: 23(1)(c), 28(1)(c)(iii)
Importance: High

Hi Joanne,

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

Thanks very much for this!

Kelly Udell, FRI(E), CLO
Real Estate Officer
City of Winnipeg
Planning, Property and Development Department
3rd floor - 65 Garry Street Winnipeg, MB R3C 4K4
Tel: 204-986-2334 kudell@winnipeg.ca

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