

CITY OF STEINBACH

Tuesday January 7, 2025

Additional Item: 8A
Southeast Event Centre
Operating Agreement

MISSION STATEMENT

*“Steinbach is a clean, safe and vibrant community that values tradition and prosperity.
Our mission is to continue to preserve the quality of life Steinbach is known
for while effectively managing its growth and resources.”*

Southeast Event Centre Operating Agreement

Administration

RFD #: 20250003

Council Meeting Date: 01/07/2025

Created: 01/03/2025

Resolution #:

Author: Troy Warkentin

Resolution 1st:

Last Updated: 01/07/2025

Resolution 2nd:

Status: Pending

Summary

Subject: Southeast Event Centre Operating Agreement

Purpose:

To consider that the City enter into an operating agreement with SEG Inc. ("SEG") for the purposes of operating the Southeast Event Centre facility.

Recommendation:

Recommendation from administration is that City Council approve the operating agreement as presented and authorize its execution.

City Manager Comments:

Pursuant to the provisions of the MOU between the City and SEG approved by Council on Oct 1, 2019, both parties have negotiated an operating agreement for the soon to be completed event centre facility. The scope of the agreement also includes the operations of the TG Smith arena. The City will retain most of its existing facility human resource capacity and continue to provide general ice making and maintenance services to SEG to support the operations of the facility.

The City has historically operated its recreation facilities through internal departments however the attached operating agreement is the first of its type to be considered by the City. This agreement seeks to contract with a designated operator on the City's behalf, to operate a publicly owned facility to provide sports and recreation, and other entertainment services for the City and its citizens. Furthermore, as the operator, SEG represents a locally-developed non-profit entity, specifically created for the purposes of operating the Southeast Event Centre.

The proposed agreement is attached for Council's consideration and approval.

Background

Background Reports: - See Appendix 1 for Attachments

Key Issues:

Some of the more notable components of the operating agreement include:

1. the first term of the agreement will continue until February 14, 2028
2. general operations and associated activities within the facility will be the responsibility of SEG
3. SEG's proposed annual operating budgets for the facility are subject to a Council review and approval process
4. mechanisms for the management and/or disposition of operating surpluses, deficits, or accumulated surplus funds are identified within the agreement
5. the City will provide "back of house" services to SEG to be billed on a cost recovery basis for arena floor, ice maintenance, and facility support operations
6. the City agrees to provide annual grant funding to SEG for purposes of operating the facility equivalent to 0.5 mills of the City's General Municipal Levy to Dec 31, 2029. This is estimated to be \$700,000 annually.
7. The City agrees to provide a one time grant to SEG for the pre-opening operating costs, to a maximum of \$600,000.
8. The City will be a party to and approve any proposed third party leases within the facility.
9. SEG shall generally adopt operating principles and develop policies to support minor and community based programming within the facility in a manner similar to how the City has previously operated the Centennial and TG Smith arenas.

Response Options:

Implications of Recommendation

Appendix 1

Background Reports

- Event Centre Operating Agreement
- Signature Summary

THIS OPERATING AGREEMENT made the ___ day of _____, 202__.

BETWEEN:

THE CITY OF STEINBACH,
(hereinafter called the "City")

- and -

SOUTHEAST EVENTS GROUP INC.,
(formerly known as Southeast Event Centre Inc.)
a Not For Profit Corporation,
duly incorporated under the laws of the Province of Manitoba
(hereinafter called "SEG")

WHEREAS:

- A. In the late summer of 2019, SEG presented a proposal for the development of an events Centre, (the "Centre") as a community based initiative, and requested that the City partner and work together with SEG to support and advance that proposal.
- B. The City considered the proposal and, in principle, indicated support for a publicly owned events Centre in downtown Steinbach, provided the Centre was located near the existing T. G. Smith Centre.
- C. On October 1, 2019, Council of the City, by resolution, adopted a non-binding Memorandum of Understanding (the "MOU"), a copy of which is attached as Schedule "A" hereto, setting forth some understandings as to how the City and SEG could work together to advance the proposal for the Centre.
- D. Based upon the understandings in the MOU, the City and SEG intend to develop and operate the Centre as a publicly owned events Centre together with modifications, improvements, demolitions and ancillary works related to the additional facilities adjacent to the location of the Centre on the Lands, (collectively the "Project") benefitting the City, its residents and residents of the surrounding area.
- E. The City and SEG have agreed that SEG may operate the Centre for the benefit of the City, its residents and residents of the surrounding area, on the terms, conditions and provisos herein set forth and agreed upon;

NOW, THEREFORE FOR AND IN CONSIDERATION of the premises, the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt, sufficient and adequacy of which are expressly acknowledged, the City and SEG, each intending to be legally bound, do hereby mutually covenant and agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 The above preamble paragraphs and the attached schedules shall form an integral part of this Operating Agreement and are incorporated herein by reference.

1.2 Where there is any conflict between the terms of this Operating Agreement and the MOU or any other contract or document entered into by the City and SEG, the terms of this Operating Agreement shall be paramount.

1.3 As used herein, the following terms shall have the meanings ascribed to them as set out below:

- (a) "Capital Development Budget" means the final approved budget for the planning, design, construction, finishing, fixturing equipping, furnishing, commissioning and opening of the Centre which budget is attached and marked as Schedule "E" to this Operating Agreement.
- (b) "Capital Plan and Budget" means both the component of the Plan of Operation and Budget addressing capital repairs and replacements and any separate stand alone plan prepared by SEG and approved by the City for undertaking specific major capital repairs and replacements utilizing established capital reserve funds and funds from other sources to complete major capital work or replacements over one or more calendar years.
- (c) "Centre" means the arena, multipurpose, banquet, restaurant and related facilities constructed, or to be constructed, on the Lands, including buildings, fixtures and improvements, as same may be improved, renovated and expanded from time to time.
- (d) "Community Recreation Purposes" mean the core recreational services that the City has been providing to its residents from its existing facilities, including without limitation recreational public skating, recreational hockey, ringette, recreational figure skating, speed skating, and all non-ice based sports and other activities to be operated in the Centre, which purposes shall include associated lessons, practices and competitions.

- (e) “Ice Allocation Policy” means the City’s policy for scheduling ice times, setting rental rates, and such other matters set forth in the Policy, a copy of which is attached as Schedule “H” hereto.
- (f) “Initial Plan of Operation and Budget” means the Plan of Operation and Budget for the opening and operation of the Centre, prepared by SEG and approved by the City for the initial calendar year of the Term, which is attached as Schedule “G” hereto.
- (g) “Lands” means the lands in the City of Steinbach, in the Province of Manitoba, upon which the Centre is constructed, as more particularly described in Schedule “F” attached hereto, and for greater certainty this definition shall also apply to any lands acquired by the City after the date of this Agreement, required for the operation of the Centre.
- (h) “New Capital Reserve” means a capital reserve fund which may be used for the purchase of new assets, including any facility components, fixtures, equipment or betterments, which are acquired after the original construction of the Centre is complete.
- (i) “Operating Agreement” means this Operating Agreement and all of the schedules and appendices attached hereto, and any additional terms, conditions or future modifications as described herein.
- (j) “Operate”, “Operating” and “Operation” means to operate and manage the Centre as provided in this Operating Agreement.
- (k) “Operating Reserve” means a reserve fund of working capital for the Operation of the Centre by SEG.
- (l) “Operating Year” shall have the meaning assigned to it in Article 8.9 of this Operating Agreement.
- (m) “Plan of Operation and Budget” means the plan and budget for the Operation of the Centre prepared by SEG and approved by the City for any calendar year following the first year of operations which is addressed through the Initial Plan of Operation and Budget, which budget shall provide for the funding of the reserve funds, for major capital repairs, replacements and including future replacement of the Centre.
- (n) “Project” is defined in the preamble above.

- (o) "Project Cost" means a cost or charge or expense related to the design, planning, construction, finishing, fixturing equipping, furnishing, commissioning and opening of the Centre which costs charges and expenses are generally included and set forth in the Capital Development Budget and not reflected in the Initial Plan of Operation and Budget.
- (p) "Replacement Capital Reserve" means a capital reserve fund which may be used to cover the costs of capital maintenance, repairs and replacement, including the ultimate replacement of the Centre. The Replacement Capital Reserve may also be used to fund new items, replacement items, or betterments of existing facility components or fixtures constructed or provided under the original construction of the Centre.
- (q) "Reserve Funds" means collectively the Operating Reserve, the Replacement Capital Reserve, and the New Capital Reserve.
- (r) "SEG Office" means the office space used by SEG in the Centre to meet its administrative needs in the Operation of the Centre.
- (s) "Term" means the 15th day of February, 2025 until the 14th day of February, 2028.

1.4 The following documents are attached or incorporated into this Operating Agreement by reference and identified as Schedules "A" to "H" inclusive:

- (a) Schedule "A" is the MOU.
- (b) Schedule "B" is the Events Centre Floor Plan Notes.
- (c) Schedule "C" is the City's current Sponsorship Policy.
- (d) Schedule "D" is the Purchasing and Tendering Procedures By-law of the City.
- (e) Schedule "E" is the Capital Development Budget approved for the planning, design, construction, finishing, fixturing equipping, furnishing, commissioning and opening of the Centre.
- (f) Schedule "F" is the current legal description of the Lands.
- (g) Schedule "G" is the Initial Plan of Operation and Budget.
- (h) Schedule "H" is the Ice Allocation Policy.

ARTICLE 2 - OPERATION OF THE CENTRE

2.1 The City shall be responsible for arranging the design and construction of the Centre. As of the commencement of the Term, SEG shall be responsible for Operation of events and programming at the Centre and for management of the Centre's day to day activities. SEG's Operation and management of the Centre shall be subject to those aspects which remain the responsibility of the City within the terms of this Operating Agreement, or as the authority of SEG is otherwise restricted by this Operating Agreement.

2.2 As the Operator of the Centre, SEG shall be responsible for Operations of two full size ice rinks, auditorium, mezzanine, plaza flex space, walking track, banquet, gym space, restaurant, atrium, and family play area. Subject to the terms of this Operating Agreement, SEG shall arrange within the Centre all concerts, conventions, trade shows, exhibitions, tournaments, and any similar events. Events that exhibit or involve the competition of animals, or events which include the placement of sand, dirt, mulch, sawdust or similar materials within the Centre to facilitate them, shall require prior approval by the City before SEG shall arrange for any such events. Events that promote content or advertise goods or services that are inconsistent with section 6.2 of the City's Sponsorship Policy (or any successor or replacement policy), a copy of which is attached as Schedule "C" hereto, shall not be permitted.

2.3 Upon the commencement of the Term, the intent of the City is that the interior design and all fixtures, finishings, furniture, equipment and systems (including without limitation all HVAC, ice making and cleaning equipment) shall be complete and operational in all areas of the Centre including required modifications, alteration, improvements and additions to the existing structures being connected into and forming part of the Centre. For any construction and design aspects of the Centre not complete upon the commencement of the Term, the City shall endeavour to complete all such outstanding work as soon as practicable. The City's obligation for finishings in the Centre shall not include any interior design or fixtures, finishing, furniture and equipment, in those areas of the Centre that are slated to be rented to multi-year tenants as bare space units, with respect to which the tenants will be responsible for their own interior designs, fixtures, finishings, furniture and equipment.

2.4 SEG, as the Operator of the Centre, and the City, in undertaking its work as required under this Operating Agreement, will be entitled to utilize all of the equipment available as may be required by them.

2.5 All fixtures and chattels purchased or otherwise acquired by SEG for use in the Centre shall be held in trust for the City, as the owner of the Centre. SEG shall be entitled to beneficial use of all assets acquired while this Operating Agreement (or renewal or replacement agreement) is in effect. The City shall allow all such fixtures and chattels to be used exclusively by SEG in the Operation of the Centre throughout the Term of the Operating Agreement. For greater certainty, this provision shall not apply to any

fixtures and chattels that are owned or installed by any tenant or licensee pursuant to a written agreement between SEG and such tenant or licensee, which shall continue to be the property of the tenant or licensee and no rights of possession or ownership shall pass to the City unless granted pursuant to a written lease or license agreement.

2.6 The sale of chattels by SEG shall be subject to the City's prior written approval.

ARTICLE 3 - LEGAL AND REGULATORY COMPLIANCE

3.1 SEG shall Operate the Centre in conformance with all applicable Federal, Provincial and City laws, by-laws and regulations.

3.2 Without limitation, such regulations shall include all health and safety rules, regulations and orders, all planning, zoning and building by-laws or applicable regulations, all capacity restrictions and loading and parking requirements.

3.3 If SEG fails to comply with all such regulations or breaches any such regulation, it will save the City harmless from all liability that may attach to the City as the registered owner and an occupier of the Lands and the Centre.

ARTICLE 4 - ACCESS AND OCCUPATION

4.1 SEG shall be entitled to non-exclusive access at any time, day or night, to the Centre as may be required to Operate the Centre for the Term of this Operating Agreement.

4.2 SEG's right of access shall not continue beyond the Term of this Operating Agreement unless the Term of the Operating Agreement and the right of access are expressly extended in writing.

4.3 SEG's non-exclusive right of access to the Centre is only for the purposes of Operating and managing the Centre, in alignment with the following:

- (a) generally consistent with the MOU and this Operating Agreement;
- (b) as a modern regional facility and central hub of Steinbach's and the South East Region's cultural and recreational endeavors;
- (c) in an effective and efficient manner; and

- (d) focused on providing sufficient capacity and access for minor and community ice sports requirements and other community events in Steinbach, as is consistent with the City's Ice Allocation Policy.

4.4 SEG may extend its non-exclusive right of access to the Centre, to its servants, invitees, permittees, licensees and guests requiring access to the Centre and the Lands to undertake work needed in the Operation of the Centre.

4.5 SEG's right of access extends to and includes rights of ingress and egress by foot or by vehicle to the Lands and the right to park vehicles (all in common with all other servants, invitees, permittees, licensees and guests of the City) in the designated public areas surrounding the Centre.

4.6 The City shall continue to have non-exclusive occupation and possession of the Centre except for SEG Office and subject to the terms of any lease of space to tenants as authorized by this Operating Agreement;

4.7 The City's servants, invitees, permittees, licensees, guests and those providing contracted services to the City, shall have such access to all areas of the Centre, except for SEG Office and other leased spaces, as the City may provide to them in its sole discretion. Without limitation, the access of the City will extend to and include the parking lot and or outdoor areas of the Centre, to the mechanical rooms, ice plant, ice surface, storage, back of house areas, and main pedestrian access hallway from the T. G. Smith Centre rink enclosed in the Centre and any other area of the Centre which requires access to inspect, maintain or repair its structural components. SEG and any tenant shall provide access to any other area of the Centre upon mutual consent, which shall not be unreasonably withheld.

4.8 The City will use its rights of access and occupation so as not to interfere unreasonably with the Operation of the Centre by SEG.

ARTICLE 5 - TERM AND MANAGEMENT OF THE CENTRE

5.1 This Agreement shall commence with effect as of the beginning of the Term and unless extended by the City and SEG in writing prior to the end of the Term, it shall terminate as of the end of the Term.

5.2 Except as otherwise expressly provided, the Operation of the Centre shall include, without limitation, the Operation, maintenance, repair, (including structural and non-structural repair) and the scheduling and management of the Centre and the activities undertaken in the Centre and the Plan of Operation and Budget required for and associated with the Operation of the Centre.

5.3 It is the intent of the Parties that SEG will be responsible for the Operation of the Centre, including the preparation annually of a Plan of Operation and Budget for all of the activities planned for the Centre and all of the revenue and costs derived from or attributable to or associated with the Operation of the Centre. The Plan of Operation and Budget will be subject to review and approval by the City and will not be effective until such approval is provided.

5.4 The City shall have a designated representative sit on the SEG sub-committee responsible for financial management, for the purpose of monitoring the finances of SEG.

5.5 A requirement of the City, that SEG acknowledges and accepts, is that the Plan of Operation and Budget will provide for set blocks of time for Community Recreation Purposes, as more specifically defined and identified herein.

5.6 The City has undertaken a review of the existing Community Recreation Purposes and the amount of time and the size of the blocks of time that need to be reserved for these purposes.

5.7 SEG shall undertake the Operation of all aspects of the Centre including the scheduling of the Community Recreation Purposes, so as to avoid scheduling conflicts or lost opportunities for the use of the Centre.

5.8 SEG shall undertake a review of all rate structures for use of the Centre for all purposes and present that proposed rate schedule to the City for its review and approval as part of the process of preparing the annual Plan of Operation and Budget. In so doing SEG will ensure that the rates to be charged for Community Recreation Purposes will consider generally the proportionality of the rates historically charged by the City for those core activities.

5.9 SEG shall further acknowledge that it shall follow the principles established in the Ice Allocation Policy, while not necessarily being bound to strictly adhere to same.

ARTICLE 6 - OPERATION OF THE CENTRE BY SEG

6.1 SEG shall be responsible for all aspects of the Operation of the Centre (save those exclusively to be performed by the City as described in this Operation Agreement) including without limitation:

- (a) all programming and booking of events in the Centre, subject to Article 6.2;
- (b) all physical Operations in the Centre, including:

- (a) operating revenues and expenses;
 - (b) organizing, selling, coordinating, Centre security, and event setup;
 - (c) auditorium, scoreclock, mezzanine, plaza flex space, walking track, banquet & gym space;
 - (d) set up and take down in the gym, banquet hall, atrium, and concourse, as is required for events and functions;
 - (e) box and media seating;
 - (f) ticketing and event management;
 - (g) centre sponsor and donor relations and management;
 - (h) public access provision;
 - (i) maintaining sidewalks immediately adjacent to the Centre and entrances to the Centre;
 - (j) maintaining the Centre's outdoor patio area;
 - (k) ice and non-ice booking for all users, including minor ice sports and designated community users;
 - (l) keeping the building in a state of good repair and consult with the City prior to the preparation and completion of the annual maintenance budget;
 - (m) providing all necessary janitorial services for the Centre;
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- (c) engaging all personnel to perform their duties;
 - (d) making or arrange for the making of all building and equipment repairs, alterations and redecoration in or about the Centre that is reasonably necessary to maintain the Centre in the standard required by this Operating Agreement or required for the more efficient Operation of the Centre;
 - (e) engage and supervise all personnel reasonably required to properly maintain, manage, and Operate the Centre;

- (f) settle and pay all valid accounts and bills rendered to SEG, all public utility accounts for hydro, water and sewage services to the Centre whatsoever, all realty taxes and other amounts which have been or may be added to the tax roll for the Centre (if not paid directly by the City) out of the income of the Centre collected by SEG;
- (g) the Operation of all kitchen, restaurant, food services/banquets, and concessions; and
- (h) performing leasing obligations pursuant to Article 11 of this Operating Agreement.

6.2 SEG's business activities relating to the Operation of the Centre shall be subject to the City's public procurement requirements, as contained in the Purchasing and Tendering Procedures By-law (or any successor or replacement by-law), a copy of which is attached as Schedule "D" hereto. SEG shall, whenever requested by the City, provide a report of SEG's activities and personnel in as much detail as the City may request from time to time, acting reasonably.

6.3 SEG shall incur all expenses and retain all revenues related to the kitchen, food services and concessions and performances and events and rentals.

6.4 SEG shall not make or allow to be made, any alterations to the fabric, structure or service or utility/communications systems of the Centre without the consent, in writing, of the City.

6.5 SEG shall be diligent and prudent in the management and \Operation of the Centre and the carrying out of the objects of this Operating Agreement in the best interests of SEG and the City.

6.6 SEG shall maintain the Centre as would a prudent owner of a similar or comparable property and effect all necessary repairs and replacements on a timely basis, excepting only those repairs and replacements for which the City is responsible.

6.7 As a result of inspecting the Centre, SEG shall advise the City forthwith of any material defect, damage or deficiency or remedy thereof not previously reported to the City.

ARTICLE 7 - MAINTENANCE WORK RETAINED BY CITY

7.1 Notwithstanding the overall intent that SEG will be responsible for the Operation of the Centre, the City will be responsible for, and shall, where required to do so, retain its own employees to:

- (a) maintain the ice rinks boards and glass (including taking down of boards and glass for non-ice sport events);
- (b) operate and maintain the ice making equipment;
- (c) maintain mechanical and electrical equipment and rooms related to the operation of the ice rinks;
- (d) such additional and ancillary services as normally required in the regular maintenance of an ice rink .
- (e) undertake back of house maintenance, which will be comprised of monitoring for electrical, mechanical, HVAC, plumbing, ice plant and ice making system items;
- (f) make such non-capital renovations and alterations from time to time required to comply with the legislated codes concerning ice rinks and event centres.

7.2 The cost to the City of providing the services referenced in Article 7.1 will be carefully recorded and maintained by the City and shall be charged against the revenue generated from the Operation of the Centre and reimbursed by SEG to the City. For greater certainty, the City's cost obligation shall be for ordinary maintenance and service. Replacement and the costs of repair from any third party service providers shall be costs attributable to SEG.

7.3 SEG shall provide advanced notice to the City of all events that will require the City to provide services in the Centre. Where events in the Centre impact the operations of the City, SEG shall provide advanced direction to the City to facilitate the events.

7.4 If the revenue from the Centre and monetary contributions received by SEG from the City are insufficient to reimburse the City for such Article 7.1 costs, those costs will stand as a credit in favour of the City to be deducted from the amount of the City's annual contribution towards the operating costs of the Centre.

7.5 The City at its own cost shall maintain:

- (a) the parking lot and other outdoor areas of the Centre, including the outdoor rink and changeroom building;
- (b) all outdoor areas of the Land beyond 10 feet from the exits and exit stairs of the Centre;

with such maintenance obligations to include snow clearing, sanding, parking lot sweeping, and line painting (with respect to the parking lot).

ARTICLE 8 - PLAN OF OPERATION AND BUDGET

8.1 It is the intention of the Parties that SEG will undertake responsibility for the Operation and maintenance of the Centre consistent with this Operating Agreement.

8.2 It is the intention of the Parties that the Project will be operated based on an annual Plan of Operation and Budget intended to produce annual revenues to cover the costs of Operation, maintenance, and repair of the Centre, including all utility costs, realty taxes and charges assessed against the Land, any other applicable taxes, administrative costs, management fees, insurance costs, security costs, cleaning, janitorial, and caretaking costs, and professional fees.

8.3 The annual Plan of Operation and Budget will also include revenues required to establish and annually augment the Reserve Funds, to agreed upon maximum amounts as established in this Operating Agreement. The Operating Reserve and the New Capital Reserve shall be held and administered by SEG, within the parameters established in this Budget and the annual Plan of Operation and Budget, as approved by the City. The Replacement Capital Reserve shall be maintained by the City and expenditures therefrom shall be at the sole discretion of the City.

8.4 The commencement of the Term coincides with the initial opening of the Centre. Therefore SEG is the first Operator of the Centre and shall be responsible for establishing the Reserve Funds to be drawn from operating surpluses, which shall be constituted and the target amounts for each set as follows:

- (a) Operating Reserve: six hundred thousand (\$600,000.00) dollars;
- (b) Replacement Capital Reserve: one million (\$1,000,000.00) dollars;
- (c) New Capital Reserve: one million (\$1,000,000.00) dollars;

All surpluses shall initially be contributed to the Operating Reserve. Once the Operating Reserve obtains its \$600,000.00 target, all further surpluses shall be divided equally between the Replacement Capital Reserve and the New Capital Reserve until those targets are met. If any amount is drawn from the Operating Reserve, this amount shall be replenished to obtain the six hundred thousand (\$600,000.00) dollars accumulation target. If any amount is drawn from the Operating Reserve, that amount shall be replenished before further contributions are made to the Replacement Capital Reserve or the New Capital Reserve.

8.5 The targets for the Replacement Capital Reserve and the New Capital Reserve shall each be gross targets, which shall consider contributions only and are not net of any withdrawals. The one million (\$1,000,000.00) dollar requirement shall be achieved as soon as this sum has been contributed to each of the Replacement Capital Reserve and the New Capital Reserve, regardless of any draws from either of these Reserve Funds. Unless otherwise agreed by the City and SEG, both acting reasonably, to increase the target amounts of the Replacement Capital Reserve and the New Capital Reserve, once all Reserve Funds have obtained their targets amounts under Article 8.4, SEG shall reinvest all annual surpluses resulting from its Operation of the Centre into the Replacement Capital Reserve fund, Steinbach minor sports programming, or other Steinbach community programming provided through the Centre. Further, the City shall retain the option to reduce its annual financial contributions commitment under this Operating Agreement by an amount equal to the last reported operational surplus for any given Operating Year. Any proposed increases to the target amounts of the Replacement Capital Reserve and the New Capital Reserve shall be subject to the Plan of Operation and Budget approval process between the City and SEG of the long term capital requirements of the Centre and if agreed to, each of these Reserve Funds shall be contributed to in equal proportions regardless of the balance of either of these Reserve Funds.

8.6 SEG shall make a monthly reconciliation (profit and loss report) of income and expenses. SEG will apply any surpluses to Reserve Funds on an annual basis in accordance with Articles 8.4 and 8.5. The reconciliation statement shall be furnished to the City in a form satisfactory to the City, indicating the source and application of funds of the Centre relating to the previous monthly reporting period, and where requested by the City from time to time, make copies of all invoices, bills and receipts in support of any of the foregoing statements. Each statement shall be furnished to the City on or before the fifteenth day of each month for the previous month.

8.7 Planning and funding for capital expenditures to make renovations, improvements, and alterations from time to time required to comply with the legislated codes concerning event centres or to properly Operate and maintain a safe and sound events centre, will be the responsibility of SEG to be charged against the revenue of the Centre and undertaken by contactors qualified to undertake such capital projects.

8.8 The Initial Plan of Operation and Budget is attached to this Agreement as Schedule "G", and has been approved by the City.

8.9 The annual Plan of Operation and Budget must be prepared by SEG and submitted by SEG to the City in preliminary form for its review, amendment, revision and approval no later than the 31st day of May of each year of the Term. Following feedback from the City SEG shall re-submit the annual Plan of Operation and Budget in final form to the City no later than the 30th day of September of each year of the Term. The operating year addressed in each annual Plan of Operation and Budget shall commence

on the 1st day of January in each year and end on the 31st day of December in that same year (the "Operating Year").

8.10 If the annual Plan of Operation and Budget is not acceptable to the City, the City shall advise SEG of same, and SEG shall have three (3) weeks to propose a revised Plan of Operation and Budget to the City for the City's review and approval. SEG shall have the opportunity to submit a Plan of Operation and Budget for the City's approval twice. If the second submission is not acceptable to the City, the City may impose a Plan of Operation and Budget for the upcoming year, which SEG shall be bound to adhere to.

8.11 Amendments to the Initial Plan of Operation and Budget and the annual Plan of Operation and Budget that are not in compliance with Article 8.13 and which result in an increase to the budgeted operating expenses or budgeted capital expenses in any given year once approved by the City, may not be made without the mutual consent of both parties.

8.12 In addition to the annual Plan of Operation and Budget, SEG shall, at the same time, submit to the City the following information:

- (a) A statement of the previous Operating Year's charges and all proposed charges and rates to all classes of user groups for the various facilities in the Centre for the ongoing Operating Year running from the 1st day of January to the 31st day of December in each year;
- (b) A statement of the previous Operating Year's use and the estimated proportion of use of the various facilities and amenities by user groups and individuals for the coming program year; and
- (c) A statement of the previous Operating Year's revenue and expenses and the anticipated budget for the next Operating Year.

8.13 An amendment of a budgeted operating expense item or a budgeted capital item within an approved Plan of Operating and Budget during a fiscal year may be approved by SEG without further City approval, provided that:

- (a) there is no increase to the total budgeted operating expense amount or capital expense amount in the original approved Plan of Operating and Budget; or
- (b) there is a corresponding increase to the total budgeted revenue to offset any amendment to the total budgeted operating expense amount or capital expense amount in the original approved Plan of Operating and Budget

provided that the City is informed of the proposed change prior to any such approval by SEG, and provided further that any changes adhere to the spirit and intent of this Operating Agreement and the public interest is maintained. Only in circumstances where these requirements are not adhered to may the City intervene to reject the budgetary change.

8.14 SEG shall undertake capital equipment or fixture replacements or purchases in substantial compliance with the Capital Plan and Budget approved by the City.

8.15 In exceptional circumstances, SEG may request consideration from the City for the funding of capital equipment or fixture replacements, new purchases, or Centre renovations or improvements, which had not been included in the Plan of Operation and Budget. Such requests must be made by May 31 of the year prior to the Operating Year for which the funding is being sought. Such requests will be considered by Steinbach City Council in the same manner as is part of the City's normal budget approval process.

8.16 SEG shall prepare its annual Plan of Operation and Budget on a balanced budget basis. SEG shall not budget for a deficit. SEG shall immediately notify the City of any forecasted operating deficits.

8.17 SEG shall prepare review engagement statements of all its activities for the relevant period and present such statements to a regular meeting of the Steinbach City Council within five (5) months of its year-end.

8.18 The City shall have the right to inspect SEG's books of accounts and records during SEG's normal business hours and all reasonable times.

ARTICLE 9 - CITY'S CONTRIBUTION

9.1 During the Term the City agrees, subject to Articles 8.5, 9.4, and 9.5, to annually commit operational funding equivalent to 0.5 Mills of the City's General Municipal Levy towards the annual operating costs for the Centre (which shall be pro-rated for any partial calendar years of the Term). All funds committed by the City under this Article 9 to the operation and maintenance of the Centre will be subject to the City's annual financial plan approval, and all applicable public hearing processes and approvals including where relevant approvals by the Municipal Board of Manitoba. For the purpose of any renewal of this Operating Agreement and the Term herein, the funding rate of 0.5 Mills of the City's General Municipal Levy shall be maintained through the Operating Year ending December 31, 2029. The funding rate after this date will be negotiated in any extension or renewal to this Operating Agreement.

9.2 Additionally the City shall reimburse SEG for costs incurred by it prior to the commencement of the Term in an amount equal to the lesser of six hundred thousand (\$600,000.00) dollars or SEG's actual costs incurred prior to the Term in support of future Operations in the Centre, all of which must be substantiated with invoices and receipts. This amount shall be an additional grant provided by the City to SEG.

9.3 For the property taxation years of 2025 and 2026, the City agrees to cap the realty taxes assessed against the Land (which are the responsibility of SEG to pay) at an amount equal to the 2024 realty tax bill for the land, being the amount of nineteen thousand two hundred twenty-eight (\$19,228.07) dollars and seven cents.

9.4 The City's contribution may also be used to cover expenses that arise from shortfalls, which were not forecasted in the annual Plan of Operation and Budget but nonetheless occurred as a consequence of unforeseen expenses, provided that SEG prepares and provides to the City a detailed report on the variance from the Plan of Operation and Budget and the factors that contributed to such shortfall. The City, following a review of that variance report, may in its sole discretion acting reasonably, approve the payment of the additional funds to cover the shortfall, or the City may approve the payment of the additional funds to cover the shortfall subject to the condition that SEG adopt spending reductions in other areas of operations. In no event shall the City's contribution exceed the contribution provided in Article 9.1 of this Operating Agreement.

9.5 If the costs of operating the Centre result in a deficit greater than contribution available from the City pursuant to Article 9.1 of this Operating Agreement, SEG may seek additional funding from the City but any such additional payment must proceed entirely within the City's budget process and approved consistent with all the requirements of legislation applicable to municipal finance.

ARTICLE 10 - INSURANCE

10.1 The City will, if requested by SEG, include and list the Centre in the City's general and liability insurance policy each year, such policy to include all reasonable insurance necessary to insure the building, parking lot and all equipment. Any insurance premiums calculated for the events centre will be invoiced by the City to SEG and SEG agrees to reimburse the City for these premiums within thirty (30) days of invoice date.

10.2

- (a) SEG shall maintain commercial general liability insurance for not less than ten million (\$10,000,000.00) dollars against claims for personal injury and other third party liabilities (the Centre will also be included as an eligible facility in the City's general liability policy).
- (b) The City shall be named as an additional named insured in the policy of such insurance. The cost of the insurance will be shown in the Administration budget which may be partially funded by the City.

- (c) SEG shall neither cancel nor approve any material change to the policy without having first received in writing the approval of the City.

10.3 SEG shall ensure that all users and tenants of the Centre maintain and provide proof of insurance if reasonably requested by the City.

10.4 The City shall insure any fixtures or chattels acquired by it against usual risks insured by the City on its other property to their full insurable value. Any recovery of insurance proceeds by the City in respect of damaged or destroyed fixtures or chattels shall be applied to replace or repair the same unless SEG and the City agree otherwise.

10.5 The City shall obtain and maintain (a) insurance on all buildings, improvements, fixtures and equipment comprising the Centre in amounts and against such risks as the City may deem advisable, (b) comprehensive general public liability insurance (including bodily injury, death and property damage) with respect to the Centre, and (c) rental or business interruption insurance as determined by the City.

10.6 SEG shall, at SEG's expense as provided above, maintain directors liability insurance on its Board of Directors, and insurance on those directors and/or all of SEG's employees, representatives and volunteers who from time to time handle the funds of the City.

10.7 Upon request by the City, SEG shall provide certificates or other evidence of the insurance required under this Article 10.

10.8 SEG shall notify the City in writing with as much specificity as the City shall require, as soon as possible after receipt of notice of any injury occurring in, on or about the Centre, or of any claim against the City and/or SEG or which involves the Centre. SEG shall take no steps (such as the admission of liability) which will operate to bar the City from obtaining any protection afforded by any policies of insurance it may hold or which operate to prejudice the defence in any legal proceedings involving the City or the Centre, or otherwise prevent the City from protecting itself against any such claim, demand or legal proceeding. SEG shall fully cooperate with the City in the defence of any claim, demand or legal proceeding.

10.9 Increase in City's Insurance Premiums

- (a) SEG agrees that nothing will be done, omitted to be done, kept, used, sold or offered for sale on or from the Lands that may contravene any of the City's policies insuring any part of the Lands or which will prevent the City from procuring policies with companies acceptable to the City.

- (b) SEG will pay all increases in premiums for all risks direct damage insurance, and broad boiler insurance, including repair or replacement and rental income coverages, and such other insurance as is customary for prudent owners of properties similar to the Centre to carry against loss of or damage to the Lands or liability arising therefrom that may be charged during the Term for insurance carried by the City insuring any part of the Lands, resulting from the type of merchandise sold on or from the Lands or anything done or kept thereon or any use to which they may be put, whether or not the City has consented to them.
- (c) If the occupancy or use of the Centre causes an increase of premium for any of the policies insuring the Centre or any part of the Lands above the rate for the least hazardous type of use or occupancy legally permitted in the Centre, SEG will pay the amount of the increase. Bills for the increases and additional premiums may be rendered by the City to SEG when the City elects, and will be due and payable by SEG when rendered.

10.10 Cancellation of Insurance

If an insurance policy upon part of the Lands is cancelled or threatened by the insurer to be cancelled, or the coverage thereunder reduced or threatened to be reduced by the insurer because of the use and operation of the Centre, and if SEG fails to remedy the condition giving rise to cancellation, threatened cancellation, reduction, or threatened reduction of coverage within forty-eight (48) hours after notice thereof by the City, the City may enter the Centre and remedy the condition giving rise to the cancellation or reduction or threatened cancellation or reduction, and SEG will pay to the City the cost thereof on demand, and the City will not be liable for damage or injury caused to property of SEG or others located at the Centre as a result of the entry.

10.11 Indemnification of the City

Except to the extent that the loss of life, personal injury or damage to property referred to in this sentence is caused by the negligence of the City or another person for whose negligence the City is responsible in law, SEG will indemnify the City and save it harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury or damage to property arising from any occurrence at the Centre or the occupancy or use of the Centre or occasioned wholly or in part by an act or omission of SEG, its officers, employees, volunteers, agents, customers, contractors or other invitees, licensees or concessionaires or by anyone permitted by SEG to be at the Centre. In case the City, without actual fault on its part, is made a party to litigation begun by or against SEG, excepting a bona fide action by SEG against the City, SEG will protect and hold the City harmless and will pay all costs, expenses and reasonable legal fees incurred or paid by the City in connection with the litigation. SEG will also pay all costs, expenses and reasonable legal fees incurred by the City in enforcing this Article 10.

10.12 Loss and Damage

- (a) Unless caused by the negligence of the City or another person for whose negligence the City is responsible in law, the City is not liable for the death or injury to SEG or other at the Centre, or for the loss of or damage to property of SEG or others by theft or otherwise. Without limiting the generality of the foregoing, the City is not liable for death, injury, loss or damage of or to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Centre or from the pipes, appliances or plumbing works or from the roof, street or sub surface or from any other place or by dampness or by other cause of any kind.
- (b) The City is not liable for death, injury, loss or damage caused by other tenants or occupants or other persons at the Centre or in any other part of the Lands, or resulting from construction, alteration or repair.
- (c) All property of SEG kept or stored on the Lands will be kept or stored at the risk of SEG only and SEG will hold the City harmless from all claims arising out of damage to it, including subrogation claims by SEG's insurers.

ARTICLE 11 - LEASING / SHORT TERM RENTALS

11.1 As part of its obligations and functions in operating the Centre, SEG will be responsible for arranging all leasing of space within the Centre to third parties for multi-year tenancy within the Centre, subject to approval of all leases by the City. Applicable leases shall include, but not be limited to, the Steinbach Pistons, service providers such as skate sharpening and related services, and third party food service providers (to the extent such services are not to be performed directly by SEG). The landlord in each instance will be the City and the terms of the lease must be negotiated in conjunction with the City and receive final approval from the City.

11.2 SEG shall provide all services as may be reasonably necessary to prepare and co-ordinate the preparation of the Centre for tenants to the extent required by the City or pursuant to any lease or offer to lease.

11.3 Uses or rentals of the Centre by persons or groups for short term periods of fourteen (14) consecutive days or less do not require City approval nor require the City to be a signatory to any such use agreement. This shall be the case even where the proposed renter is provided with the right to exclusively occupy any portion of the Centre (like a locker room, office, or other space within the Centre), provided that the primary intent of the rental is for purposes of the use and enjoyment of the amenity and not any business purpose. This would typically be one off rentals, seasonal team facility rentals, tournaments, or training camps. For any use or lease that that is greater than fourteen

(14) consecutive days the City shall have to approve same and be a signatory to a written lease or use agreement with the renting party.

ARTICLE 12 - POLICIES

12.1 The City shall prepare and provide SEG with its operating and community access standards required for the Centre, as may be approved by Steinbach City Council from time to time, and will provide reasonable advance notice should any changes be determined by Steinbach City Council.

12.2 SEG shall ensure that any such policies adopted by it will promote the core operating requirements, mandates and community access standards of the City and the Centre.

12.3 SEG shall also provide the City with copies of all of its standards, policies, by-laws, and any other governance documents that it has adopted for the operation of the Centre. SEG shall notify the City in a timely manner should SEG propose to amend any such documents. All governance documents shall be adopted by SEG to the general satisfaction of the City, and for all intents and purposes shall be consistent with the terms of this Agreement and more specifically this Article 12.

12.4 It is the practice of Steinbach City Council to generally encourage organizations to raise awareness for their causes, events, initiatives, or special interests however where these organizational activities result in requests for support to the City related to those purposes, Steinbach City Council does not issue proclamations, nor does it grant approvals where those requests would affect any City-owned facility by way of the display of lighting, flags, banners, or other similar features or messaging. SEG, in its role as operator of the Centre, shall respect Steinbach City Council's practices as provided above, and shall refer any such requests, whether initiated by SEG, by facility users, or the public, to the City for consideration, and such requests shall be subject to the Steinbach City Council's prior written approval.

12.5 SEG shall ensure to follow the City's Sponsorship Policy where appropriate, and for greater certainty, any agreement for sponsorship pledging the naming rights to any facet of the Centre shall acquire the pre-approval of the City.

12.6 SEG shall adopt standards and principles which SEG shall employ in the carrying out of its Operations of the Centre, and when put in place, will enable SEG, its staff and volunteers to manage the affairs of SEG in the spirit of the Centre's mandate. Applicable standards and principles shall include but not be limited to:

(a) Use / Rent / Lease:

- (a) Standards of practice shall be established for rental rates of ice, junior hockey club space, banquet room, plaza, gym, walking track,

meeting rooms or other spaces, as well as the number of days, daily time blocks, or a percentage of time to be allocated for bookable space, that shall be available for use by Steinbach minor sports, Steinbach community groups, the general public, or those as designated by the City.

- (b) Steinbach minor sports time blocks should be similar to current ice time blocking practices and coordinate booking with the City recreation programmer.
 - (c) SEG shall determine the reduced ice rate charged to these groups, subject to the City's approval, in its sole discretion.
 - (d) The Ice Allocation Policy shall be serve as a general guideline for operation of the Centre.
-
- (b) Non-Competition: SEG shall provide access to the local groups respecting the amenities within the Centre and shall not operate the Centre nor schedule events in such a manner that will directly compete with established programs and events hosted by other organizations in the City of Steinbach.
 - (c) Financial Management: SEG shall develop sound financial management practices for the Operation of the Centre, including the establishment of signing authorities, approvals on proposed operational expenditures, proposed capital equipment expenditures, cash flow management, reporting of in-kind or exchange of goods for services transactions, and financial reporting by the staff/volunteers to the Board of Directors of SEG and to the City.
 - (d) Programming: SEG shall establish processes by which a program or series of events is developed and how that program is presented to the Board of Directors for its approval if any such program or events are initiated by SEG.
 - (e) Board of Directors: SEG shall establish standards that set out the role of its Board of Directors, how its Directors are chosen and their responsibilities as individual Board Members. In addition SEG shall establish the roles of the Board Committees, including their mandate, roles, authority and responsibilities.
 - (f) Community Development: The operations of the Centre shall include a community development strategy and how SEG plans to achieve it through a sustained, linked program of marketing campaigns, newsletters, advocacy, fundraising and memberships for the Centre.

- (g) Personnel: There shall be established procedures for the hiring and dismissal of employees, selection of employee benefits, employee compensation incentive protocols, employee code of conduct, staff development programs, and other related activities. SEG and the City shall coordinate any personnel policies they have adopted to promote fairness in the operation of the Centre.
- (h) Planning: Long term planning shall be utilized to achieve broader or enhanced recreational opportunities for the community, which will align with the operation and capital budgeting policies of SEG.
- (i) Conflict of Interest: Public confidence in the integrity of the SEG Board, volunteers, staff, and the SEG decision making process must be maintained. Actual conflicts of interest, perceived conflicts of interest, or situations that could result in preferential treatment of any individual in their dealings with SEG shall be avoided. SEG Directors shall recuse themselves from any dealings in which stringent conflict of interest standards cannot be adhered to.
- (j) Volunteers: SEG shall provide guidance affecting individuals who participate in a volunteer capacity in community programs, services, committees or events at the Centre to minimize risk to SEG, the Centre, the City, the volunteers, and the public, and to ensure the integrity of the volunteer experience.
- (k) Resource Allocation: SEG shall implement standards that set out how much time, funding, human resources, and equipment are to be allocated to different programming or functions of the Centre to help optimize performance, align decisions with the community facility mandate, and foster trust with community stakeholders.
- (l) Safety and Security: SEG shall support the development of a facility safety and security plan for the Centre to mitigate associated operational risks to the general public, and to safeguard the facility assets, facility staff or volunteers, and facility users or visitors. SEG and City shall coordinate their respective Safety and Security policies to promote the effective operation of the Centre.

ARTICLE 13 - TERMINATION

13.1 This agreement may be terminated by SEG on not less than one (1) year's written notice to the City.

13.2 This Operating Agreement may be terminated by the City for cause and absent cause on not less than one hundred twenty (120) days notice to SEG in the following events:

- (a) if SEG is in breach of this Operating Agreement and remains in breach after thirty (30) days notice of that breach by the City;
- (b) if SEG changes its Constitution or By-laws without the consent of the City;
or
- (c) if SEG becomes bankrupt or insolvent or takes any proceedings under the Bankruptcy Act or commences any proceedings for terminating business operations.

13.3 Either party may terminate this Operating Agreement for a material breach by the other by giving the breaching party thirty (30) days notice of the breach. Such Notice shall include a description of the breach. The breaching party may cure the breach during the thirty (30) day period. If the breach is cured, the Operating Agreement shall remain in full force and effect. If the breach is not cured, the Operating Agreement shall terminate at the end of the thirty (30) day period.

13.4 Upon termination of this Operating Agreement, SEG shall vacate the Centre within a reasonable period of time and shall transfer to the City all of its acquired assets, records, agreements, bookings, accounts (including any sequestered funds on deposit) and other items relating to future and past events in the Centre. The City agrees to honour any commitments made by SEG to the end of the current fiscal year.

ARTICLE 14 - GENERAL

14.1 SEG may not assign this Operating Agreement in whole or in part without the written consent of the City, which may be unreasonably withheld.

14.2 Each party hereto shall execute and deliver all such further assurances, documents and instruments and do all such further acts and things as may be reasonably required to carry out the full intent and meaning of this Operating Agreement.

14.3 Any notice or instrument required or contemplated to be given or made hereunder (hereinafter called the "notice") shall be in writing and either delivered in person or sent by electronic mail or registered mail, from the City of Steinbach, postage prepaid, addressed to the party to receive the same at the address herein contained, or at such other address as such party may by notice to the other party designate.

14.4 Any notice shall be deemed to have been received upon the day of delivery, if personally delivered or sent via electronic mail, or, if mailed as aforesaid, on the third business day following the day of mailing.

14.5 No failure of either party to insist upon exact compliance with the terms and provisions herein contained shall be deemed or construed as a waiver of any subsequent breach of this Operating Agreement.

14.6 Survival. All obligations under this Operating Agreement that extend beyond termination of this Operating Agreement in order to fully achieve their intended purpose in accordance with the provisions herein, shall survive termination of this Operating Agreement, including without limiting the generality of the foregoing:

- (a) all indemnification and hold harmless obligations, insofar as they apply to events that occurred prior to termination of this Operating Agreement; and
- (b) the obligations of SEG under Article 11.

14.7 Severability. If any provisions of this Operating Agreement shall be declared invalid or unenforceable, the remainder of this Operating Agreement shall continue in full force and effect unless so construing the Operating Agreement would produce an inequitable result.

14.8 Governing Law. This Operating Agreement shall be construed and enforced in accordance with the laws of the Province of Manitoba.

14.9 Arbitration. Any disputes between the parties that cannot be solved by negotiation between the parties, both acting reasonably, shall be referred to binding arbitration, in accordance with the following:

- (a) *Initiation of Arbitration* - arbitration shall be initiated by one party giving notice (in this Article 14, the “**Arbitration Notice**”) to the other party of its desire to have a matter arbitrated in accordance with this Article, and shall state the matter which the initiating party wishes to have arbitrated;
- (b) *Single Arbitrator* - the matter requiring arbitration shall be referred to a single arbitrator if one can be mutually agreed upon by the within ten (10) days of the Arbitration Notice being given. If no arbitrator is agreed to by the parties then any one of the parties may apply to a judge of the Court of King’s Bench of Manitoba to appoint the arbitrator to sit and hear the arbitration;
- (c) *Arbitration Decision* - the decision arrived at by the arbitrator shall be binding upon the parties to the arbitration and no appeal shall lie therefrom; and

- (d) *Submission under Act* - the provisions of this Article shall be deemed to be a submission to arbitration within the provisions of *The Arbitration Act* (Manitoba).

14.10 Execution by Counterparts and Transmission. This Operating Agreement may be executed by the parties in separate counterparts, including by facsimile transmission or other electronically scanned (PDF) transmission, each of which, when so executed and delivered, shall be deemed to constitute an original, but all of which together shall constitute one and the same document and shall be binding on all the parties. If transmitted by facsimile or other electronically scanned (PDF) transmission, the parties will execute and deliver original copies of this Operating Agreement to each other following the transmission of the facsimile or other electronically scanned (PDF) copy, but the failure or neglect to do so shall not in any way impair the validity of this Operating Agreement.

14.11 Entire Operating Agreement. This Operating Agreement and its schedules shall constitute the entire agreements between the parties hereto with respect to the development, leasing and operating of the Project and the Centre. There are no agreements or understandings between the parties hereto, whether oral or written, regarding the subject matter hereof, which have not been embodied herein or incorporated herein by reference or embodied in or reference in any of the schedules to this Operating Agreement. In the event of any conflict between the terms and conditions of any schedule to this Operating Agreement and conditions of this Operating Agreement, the terms and conditions of this Operating Agreement shall govern.

14.12 Further Assurances. Each of the City and SEG agree with the other that it will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements and amendments hereto and such further instruments as may be reasonably required for carrying out the intentions of the parties hereto or facilitating the performance of this Operating Agreement provided that the rights of the parties hereto in connection with this operating Agreement are not impaired thereby.

14.13 Excusable Delay & Force Majeure. Where a party is delayed in performing or observing a covenant or obligation hereunder which is to be performed or observed by a specified date or within a particular time by reason of excusable delay (other than dates and times for payment of money), the date or period of time by or within which such party is to perform or observe such covenant or obligation will be extended by a period of time equal to the duration of the delay, provided the party prevented from rendering performance notifies the other party immediately and in detail of the commencement and nature of such a cause, and provided further that such party uses its reasonable best efforts to render performance in a timely manner utilizing to such end all resources reasonably required in the circumstances, including obtaining supplies or services from other sources if same are reasonably available. As used herein "excusable delay" means any delay in the performance or observance by any party of any obligation of such party

hereunder which occurs as a consequence of or is attributable to any circumstance which is beyond the reasonable control of such party and which is not caused by any default or act of commission or omission of such party and is not avoidable by the exercise of reasonable effort or foresight by such party (excluding financial inability, but including without limiting the generality of the foregoing, strikes or labour or industrial disturbances including lock-outs, civil disturbances, acts, orders, legislation, regulations or directives of any governmental or other public authorities, acts of public enemies, war, riots, sabotage, blockades, embargoes, shortages of materials and suppliers, shortages of labour, lightening, earthquakes, fire, storms, hurricanes, floods, wash-outs, explosions, acts of God and delays caused by any other party).

14.14 This Operating Agreement shall enure to the benefit of and remain fully binding upon the parties hereto and their respective successors and permitted assigns.

14.15 Representations and Warranties, SEG represents and warrants to the City, and hereby acknowledges and confirms that the City relies on such representations and warranties, as follows:

- (a) SEG is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized. SEG has the power and authority and the legal right to enter into this Operating Agreement and to perform its obligations hereunder. SEG has taken all necessary action on its part to authorize the execution and delivery of this Operating Agreement and the performance of its obligations hereunder.
- (b) This Operating Agreement has been duly executed and delivered on behalf of SEG, and constitutes a legal, valid, binding obligation, enforceable against SEG in accordance with its terms and conditions.
- (c) The entering into of this Operating Agreement will not result in the violation of any of the terms and provisions of any agreement, written or oral, to which SEG may be a party;
- (d) The performance by SEG of all its obligations hereunder, including the operation of the Centre, will be conducted in compliance with all applicable laws, rules and regulations in the jurisdiction in which the Centre is located; and
- (e) SEG has the proper skill, training and knowledge to be able to perform its obligations under this Operating Agreement in a competent and professional manner and in accordance with the highest industry standards.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF the parties have executed this Operating Agreement.

CITY OF STEINBACH


Per: _____
Name:
Title:

Per: _____
Name:
Title:

SOUTHEAST EVENTS GROUP INC.

Signed by:

Per: _____
Name: Grant Lazaruk
Title: President

DocuSigned by:

Per: _____
Name: Jarrett Bishop
Title: Chief operating officer

Schedule "A" – MOU

[See Attached]

Memorandum of Understanding

between

Southeast Event Centre Inc ("SEC")

And

City of Steinbach ("City")

1. The SEC has presented a proposal to the City for the development of an events center in the City of Steinbach.
2. The SEC, a non-profit entity, has offered and agrees to partner with the City, and to work together jointly, to develop an events centre in Steinbach. The City agrees that a community-based initiative for the development of an events centre in Steinbach is a desirable goal to achieve for the community.
3. The City supports the development of an events centre in Steinbach provided that the facility is located within the downtown area near the existing TG Smith Centre.
4. The City agrees that land that it owns within this downtown area may be used in the development of an events centre, subject to acceptable plans being prepared.
5. In addition to any City-owned land in this area, the SEC agrees that it will endeavor to secure the commitment and purchase of any additional lands that may be required for the development and operation of the facility. The SEC agrees that ownership of these lands is to be transferred to the City, at no cost to the City, prior to development proceeding.
6. The City agrees to commit capital funding to the facility, not to exceed \$10.0 million. This amount may be used for capital construction, site development or servicing, or additional land purchases.
7. The City agrees to commit funding annually, for core operating costs of the proposed facility, up to a maximum amount equivalent to 0.5 mills of its general municipal levy.
8. The SEC agrees to commit and/or secure private capital funding of at least \$15.0 million to be used for the development of the project. The SEC agrees that this amount will be in place, on hand, or otherwise secured and committed in favor of the City prior to the project proceeding.
9. The City and the SEC agree to submit a joint application for \$17.5 million in funding for the project under the Investing in Canada Infrastructure Program (ICIP) to secure additional required funds to be able to complete the project, estimated to total \$42.5 million.

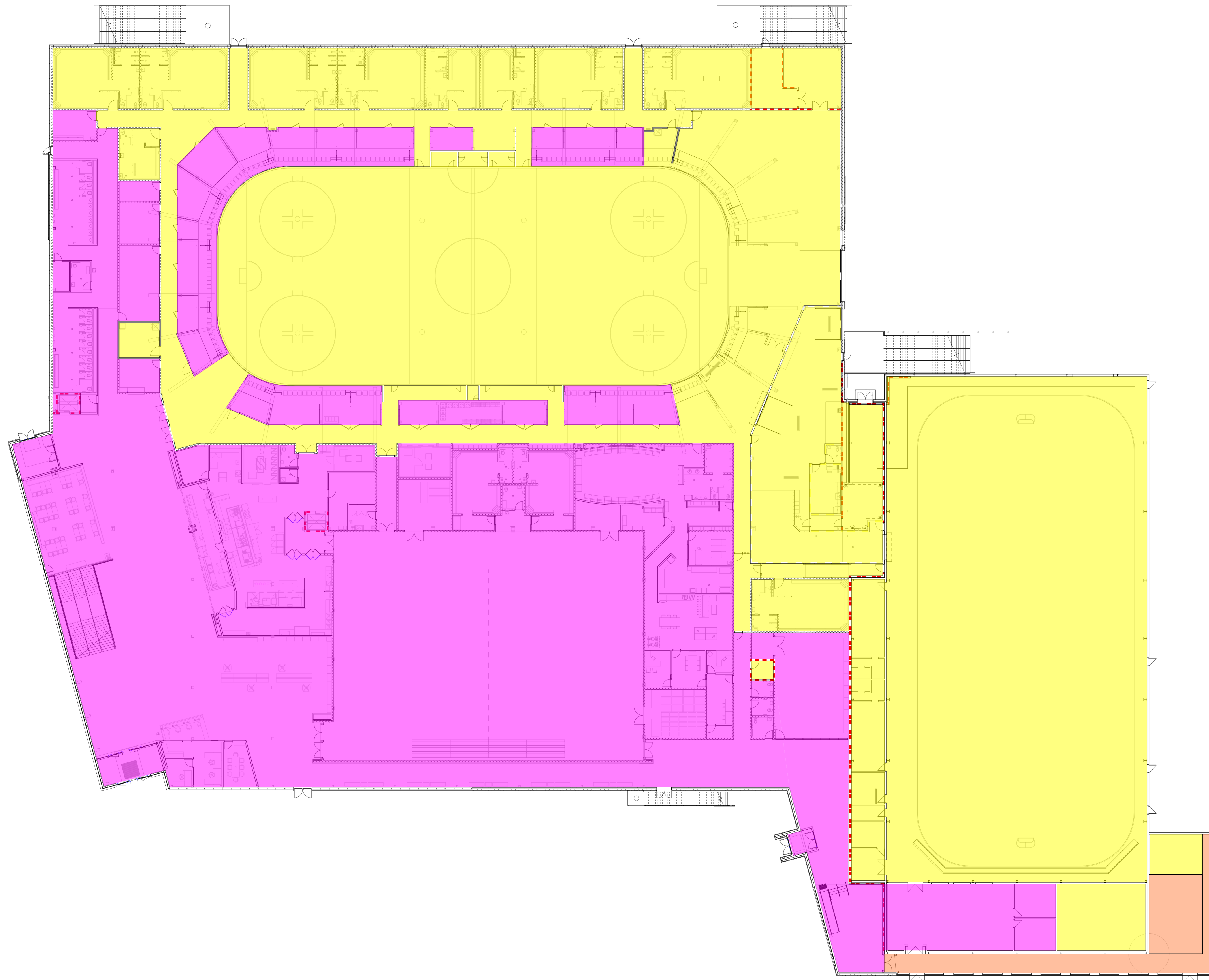
10. The City and the SEC agree that the required grant funding of at least \$17.5 million to be requested under the ICIP program or any other funding program, be confirmed prior to the project proceeding.
11. Subject to the City's required procurement process for capital and infrastructure, and the principles and procedures to be used for the planning, design, tendering, and construction of the facility, the City and SEC intend to enter into an agreement for the purposes of project development. This will allow the City to fulfill its mandate to the public to provide value for money and to ensure that any public funds committed to the project are appropriately used.
12. Subject to the City's required procurement procedures for services, the City and SEC intend to enter into an agreement for the purposes of operating the facility. The operating model to be developed under this agreement will provide for facility functions as an events center including for its effective and cost-efficient management. The model will also remain focused on providing sufficient capacity, access, and affordability for minor and community ice sports requirements and other community events and activities. This will allow the City to fulfill its mandate to the public to provide value for money and to ensure that any public funds committed to the project are appropriately used.
13. All City funds to be committed to the project will be subject to an annual financial plan approval, local improvement, and public hearing process as required by the Municipal Act, or other Acts, as applicable.
14. Subject to the outcome of any public hearings, the City will conduct its best efforts in converting or re-designating the lands for the purpose of an events center and its related uses, as may be necessary.

Schedule "B" – Events Centre Floor Plan Notes

[See Attached]

INTERIOR

- Maintained by city staff
- Maintained by SEG
- Outside of Agreement - City Operated



1 Level 100 Floor Plan - Reference
Z-01 1 : 200

VERNE REIMER ARCHITECTURE
120-214 Ross Avenue Winnipeg MB Canada R3L 0S4
204-944-5272
204-944-5273 (fax)
verne@verreim.com

POPULOUS


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The general contractor and/or project manager shall verify dimensions and details of construction with conditions on the site and shall be responsible for reporting any discrepancies to the architect for adjustment. Do not build the drawings.

CONSULTANTS:

NOTES:

PERMIT / STAMP:

REV.	DATE	DESCRIPTION
OWNER:		



SOUTHEAST EVENT CENTRE (SEC)
321 ELMDALE ST., STEINBACH, MB

TITLE:
LEVEL 100 FLOOR PLAN

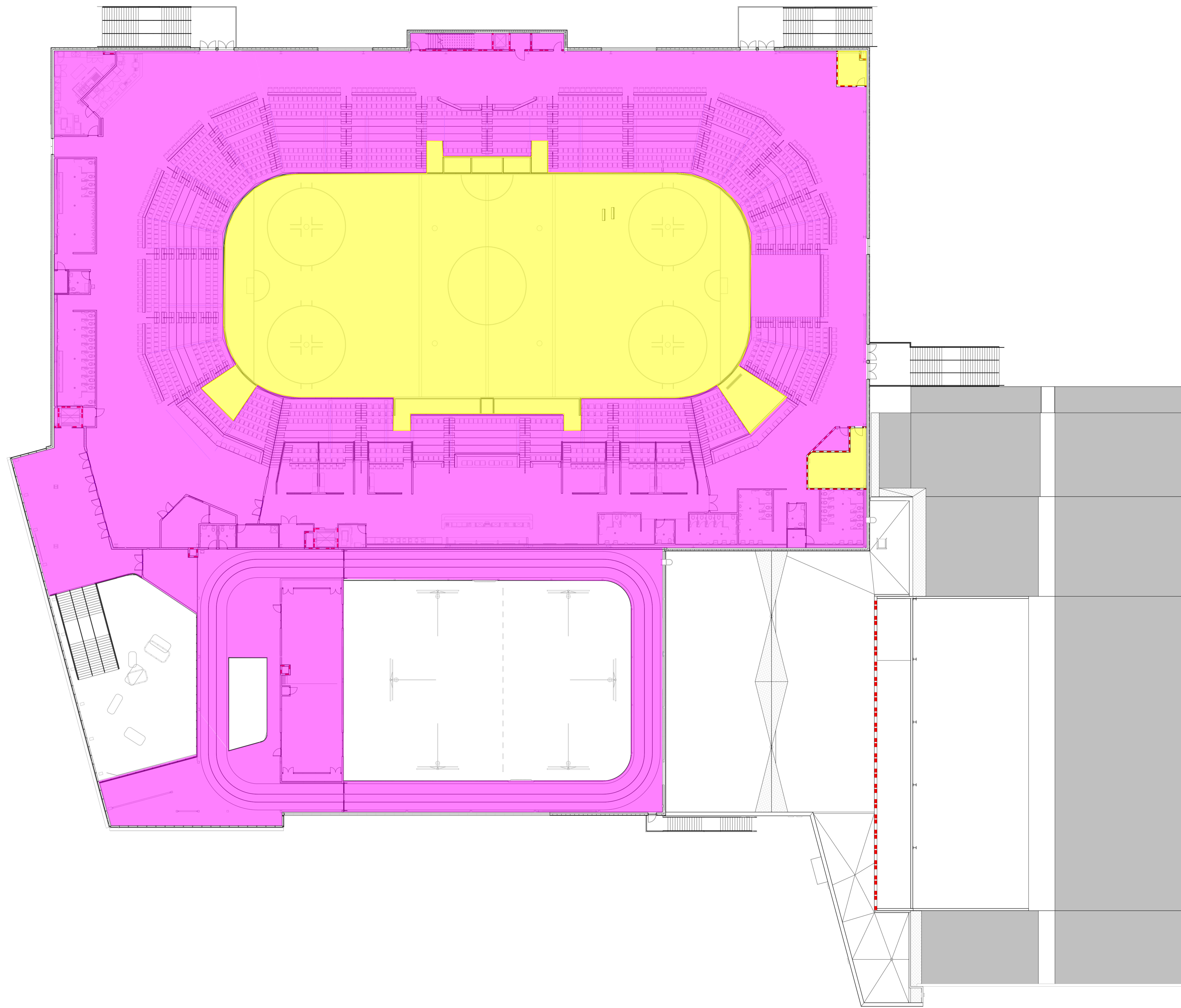
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PROJECT NUMBER: 2020.01600
DRAWN BY: Author

1 : 200

Z-01

INTERIOR

- Maintained by city staff
- Maintained by SEG
- Outside of Agreement - City Operated



CONSULTANTS:

NOTES:

PERMIT / STAMP:

REV. / DATE / DESCRIPTION



SOUTHEAST EVENT CENTRE (SEC)
 321 ELMDALE ST., STEINBACH, MB

TITLE:
 LEVEL 200 FLOOR PLAN

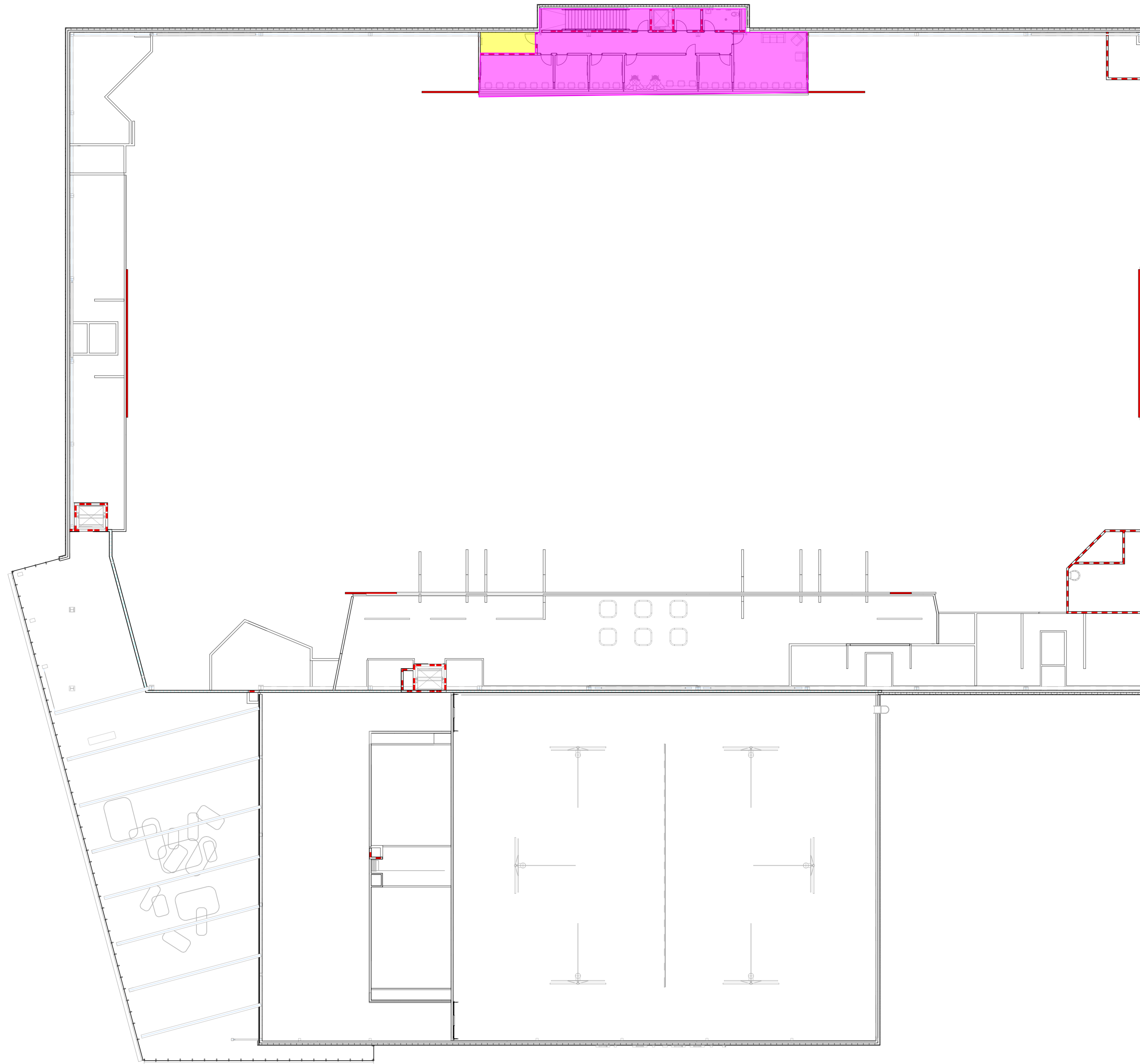
SCALE:
 PROJECT NUMBER: 2020.01600
 DRAWN BY: Author

1 : 200

Z-02

INTERIOR

- Maintained by city staff
- Maintained by SEG
- Outside of Agreement - City Operated



1 Level 300 Floor Plan - Reference
Z-03 1 : 200

VERNE REIMER ARCHITECTURE
 122-214 Ross Avenue Winnipeg MB Canada R3L 0E4
 204-944-0272
 204-944-0273 (fax)
 verne@verreim.com

POPULOUS

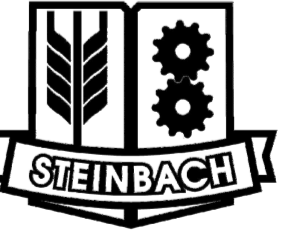
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 The general contractor and/or project manager shall verify dimensions and details noted on drawings with conditions on the site and shall be responsible for reporting any discrepancies to the architect for adjustment. Do not build the drawings.

CONSULTANTS:

NOTES:

PERMIT / STAMP:

REV.	DATE	DESCRIPTION
OWNER:		



SOUTHEAST EVENT CENTRE (SEC)
 321 ELMDALE ST., STEINBACH, MB

TITLE:
 LEVEL 300 FLOOR PLAN

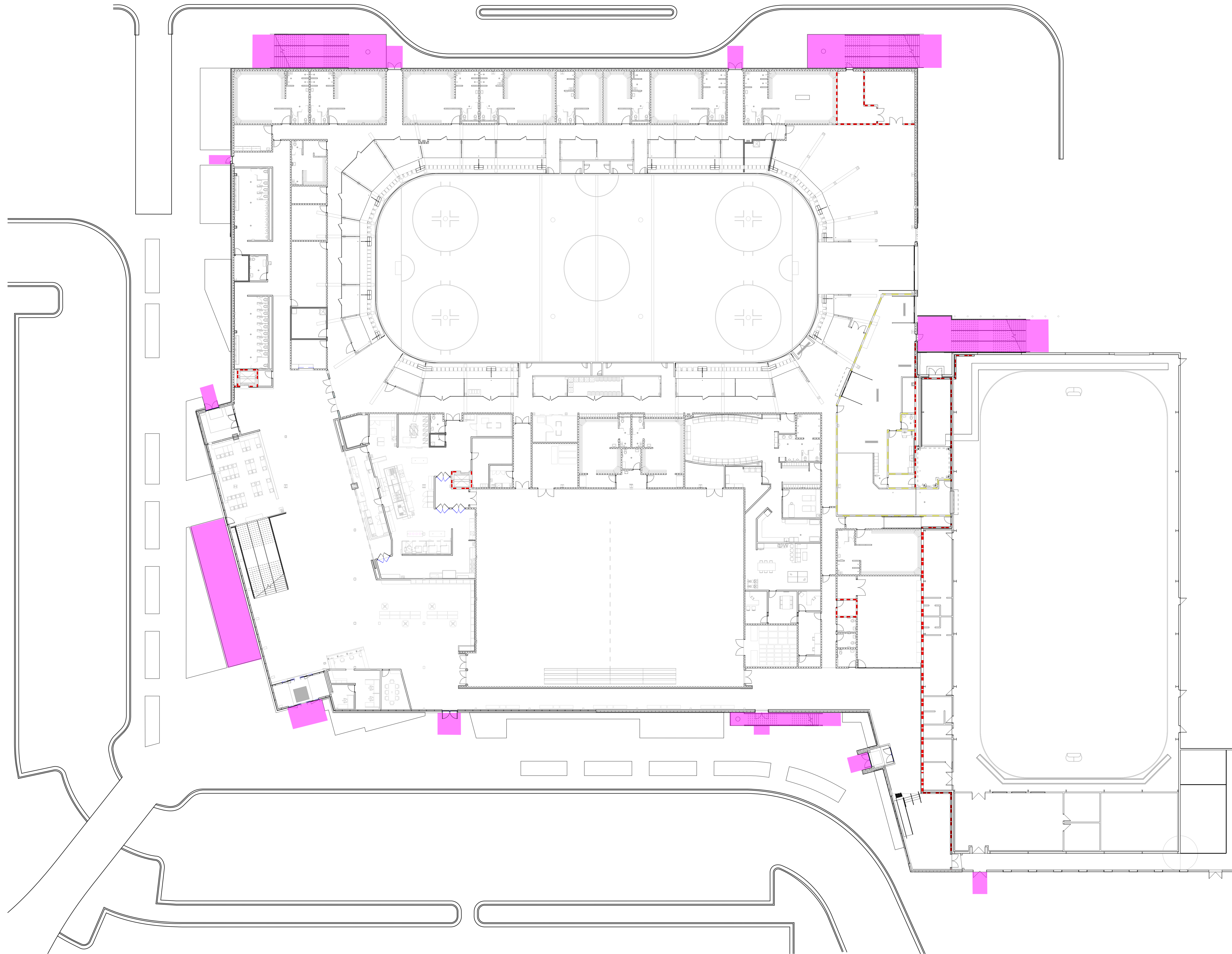
SCALE:
 PROJECT NUMBER: 2020.01600
 DRAWN BY: Author

1 : 200

Z-03

EXTERIOR

Maintained by SEG



1 Level 100 Floor Plan - Reference
Z-01 1 : 200

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CONSULTANTS:

NOTES:

PERMIT / STAMP:

REV.	DATE	DESCRIPTION
OWNER:		



SOUTHEAST EVENT CENTRE (SEC)
 321 ELMDALE ST., STEINBACH, MB

TITLE:
 LEVEL 100 FLOOR PLAN

SCALE:
 PROJECT NUMBER: 2020.01600
 DRAWN BY: Author

1 : 200

Z-01

Schedule "C" – City's Sponsorship Policy

[See Attached]

	Policy Name:	City of Steinbach Sponsorship Policy	Date Created: February 28, 2024
	Document Controller:	City Manager	Revision History:
	Council Approval Date:	May 21, 2024 R24-105	Review Date: Nov 2029

POLICY STATEMENT

This policy is an authorized framework for soliciting and entering into Sponsorship Agreements that concern City Assets.

1. PURPOSE

- 1.1. To establish City of Steinbach guidelines and procedures regarding Naming Rights and Sponsor Recognition.
- 1.2. To generate non-tax revenue streams that will help fund municipal priorities and offset municipal costs by leveraging existing investments into City Assets.
- 1.3. To protect the City from risk, to uphold the City’s stewardship role, and to safeguard City Assets and interests.

2. DEFINITIONS

- 2.1. “City” means the municipal corporation of the City of Steinbach in the Province of Manitoba.
- 2.2. “City Asset” means an item, object, thing or real estate property owned by the City and includes, but is not limited to, City owned buildings, parks and open spaces, equipment, vehicles, structures or part thereof.
- 2.3. “City Manager” means the administrative head of the City of Steinbach.
- 2.4. “Council” means the Council of the City of Steinbach.
- 2.5. “External Party” means an external corporation, organization, enterprise, association, or individual.

- 2.6.** “Naming Rights” Means a type of sponsorship in which a sponsor receives the exclusive right to place its name on a City Asset or a portion of a City Asset subject to specific terms, including financial considerations, as outlined in a contractual agreement with the City.
- 2.7.** “Sponsor” means an External Party that enters into a Sponsorship Agreement and pays for physical and or digital marketing and promotional benefits associated with any City Asset.
- 2.8.** “Sponsor Recognition” Means a type of sponsorship in which a sponsor receives an allotment of space on or within a City Asset to be used for physical and/or digital marketing and promotional material (other than Naming Rights) pursuant to specific terms as may be outlined in a contractual agreement.
- 2.9.** “Sponsorship Agreement” means a contractual agreement that reflects a business arrangement where marketing and promotional benefits affecting a City Asset are sold, for a specified period of time.

3. RESPONSIBILITIES

- 3.1.** Council is responsible for approving any Naming Rights Sponsorship Agreements.
- 3.2.** The City Manager is responsible for implementing this policy and reporting to Council as may be required on sponsorship activities including revenues and expenses.
- 3.3.** The City Manager, or City Manager designate, is authorized to enter into any Sponsorship Agreement that complies with the terms of this policy.

4. SCOPE

- 4.1.** This policy applies to all Naming Rights sponsorships affecting City Assets regardless of whether a sponsored City Asset is leased, rented, or operated by an External Party under the terms of a contractual agreement with the City.
- 4.2.** This Policy applies to all Sponsor Recognition sponsorships affecting City Assets. In the case where a City Asset is leased, rented, or operated by an External Party and the External Party is provided exclusive use and occupancy of the City Asset under the terms of a multi-year contractual agreement with the

City, the External Party may sell Sponsor Recognition directly to a Sponsor, subject to the requirements of this policy, and subject to the term limits of the exclusive use or occupancy.

4.3. City Assets authorized in Schedule “A” are eligible for Sponsor Recognition or Naming Rights sponsorship as shown therein.

4.4. This policy does not apply to:

- (a)** gifts or unsolicited donations to the City;
- (b)** funding obtained from other orders of government through formal grant programs;
- (c)** City sponsorship support of external projects where the City provides funds to outside organizations;
- (d)** honorary street names.

5. SPONSORSHIP CATEGORIES

5.1. The City may enter into either of the following two (2) Sponsorship Agreement categories with an external party:

- (a)** Asset Naming Rights: The City may enter into a contractual agreement with an External Party whereby the External Party contributes money to the City in return for exclusive naming rights to a City Asset or part of a City Asset.
- (b)** Sponsor Recognition: The City may enter into a contractual agreement with an External Party whereby the External Party contributes money to the City in return for an allotment of space on or within a City Asset to be used for physical and or digital marketing and promotional material (other than Naming Rights).

6. SPONSORSHIP GUIDELINES

6.1. All Sponsorship Agreements concerning City Assets shall adhere to the criteria and guidelines of this sponsorship policy.

- 6.2.** Sponsorship affecting a City Asset shall not be solicited or considered from External Parties who, at the sole discretion of the City, are inappropriate partners in that their products, or business activities do not align with the City's mission, vision, values, or other policies as may be applicable.

 - (a)** For clarity, no Sponsorship Agreement shall be entered into with any External Party that communicates messages including, but not limited to; tobacco, cannabis, other harmful substances as may be determined, violence, or sexual content.
- 6.3.** A Sponsorship Agreement affecting a City Asset may be entered into with an External Party where there is a reasonable revenue opportunity, net of the cost of providing signage or other costs of the Sponsor Recognition as may be determined at the City's sole discretion.
- 6.4.** The length of term for any Sponsorship Agreement or a Naming Rights agreement affecting a City Asset may be limited to a defined period of time at the sole discretion of the City.
- 6.5.** Naming Rights agreements shall not be for a term of less than 10 years.
- 6.6.** The City Manager, or designate, may offer a Sponsor the right to renew a Sponsorship Agreement subject to reaching satisfactory terms and conditions as may be determined by the City.
- 6.7.** Sponsorship shall not be solicited or considered regarding External Parties with whom the City is in litigation, which in the opinion of the City, would materially affect entering into a Sponsorship Agreement.
- 6.8.** Sponsorship shall not result in, or be perceived to result in, any competitive advantage, benefit, or preferential treatment to an External Party other than as may be defined within the terms of a Sponsorship Agreement with the City.
- 6.9.** The City shall not endorse the products, services, or ideas of any Sponsor.
- 6.10.** Sponsors are prohibited from implying that their products, services, or ideas are sanctioned by the City.
- 6.11.** The City shall not relinquish any aspect of the City's right to manage or control City Assets or property to a Sponsor.

6.12. Sponsor Recognition or Naming Rights shall not detract from the physical attributes, character, integrity, or safety of any City-owned Asset and will respect the use of the City logo and slogan(s), as may be determined at the City's sole discretion.

6.13. Sponsorship Agreements with the City shall be sought, considered, and granted using broadly based, open processes.

Appendix A – City Assets that may be sponsored or named:

City Asset	Naming Rights?	Sponsor Recognition?
BMX Track	Yes	Yes
Dog Park	Yes	Yes
Neighborhood Parks and Gardens	Yes	Yes
Equipment and Vehicles	Yes	Yes
Outdoor Rinks	Yes	Yes
Pathways	Yes	Yes
Picnic Shelters	Yes	Yes
Playground structures	Yes	Yes
Skate Park	Yes	Yes
Southeast Event Centre	Yes	Yes
Sports Fields, Courts, Diamonds & Pitches	Yes	Yes
Steinbach Aquatic Centre	Yes	Yes
Outdoor Pool	Yes	Yes
Splash Parks	Yes	Yes
Steinbach Curling Rink	Yes	Yes
Steinbach Movie Theatre	Yes	Yes
Steinbach Soccer Park	Yes	Yes
AD Penner Park	No	No
Chris Goertzen Park	No	No
EA Friesen Park	No	No
Jake Epp Library	No	Yes
KR Barkman Park	No	No
LA Barkman Kinsmen Park	No	No
Les Magnusson Park	No	No
TG Smith Centre	No	Yes
Wes Reimer Park	No	No

Schedule "D" – City's Purchasing and Tendering Procedures By-law

[See Attached]

CITY OF STEINBACH

By-Law No. 2108

BEING a By-Law to establish Purchasing and Tendering Procedures and to delegate certain powers to acquire goods and services or to dispose of assets.

WHEREAS "*The Municipal Act*" C.C.S.M. Cap. M225 provides, in part, as follows:

"S.82 A council is responsible

- (a) for developing and evaluating the policies and programs of the municipality;
- (b) for ensuring that the powers, duties and functions of the municipality are appropriately carried out; and
- (c) for carrying out the powers, duties and functions expressly given to the council under this or any other Act.

S.85(1) A council may by by-law delegate any of its powers, duties or functions under a by-law or this or any other Act to the head of council, a council committee, the chief administrative officer or a designated officer, unless the by-law or Act otherwise provides."

AND WHEREAS the Council of the City of Steinbach deems it expedient and in the best interest of the City of Steinbach to formalize its purchasing and tendering policy and to delegate certain powers to acquire goods and services or to dispose of assets;

NOW, THEREFORE, the Council of the City of Steinbach, in open session duly assembled, enacts as follows:

1. Definitions

1.01 "Act" means "*The Municipal Act*", C.C.S.M., Chap. M225 and amendments thereto.

1.02 "Agreement" means encroachment, easement, and right-of-way agreements; orders, contracts, agreements, documents and certificates that may be required to any agreement, contract, by-law statute or enactment; agreements and contracts incidental to the development or subdivision of land.

1.03 "City" means the City of Steinbach.

1.04 "City Departments" means operational departments of the City of Steinbach.

1.05 "City Manager" means the City Manager of the City of Steinbach.

1.06 "Council" means the Council of the City of Steinbach.

1.07 "Department Manager" means a Department Manager of the City of Steinbach.

2. Purchasing and Tendering Policy

2.01 Council of the City hereby authorizes the City Manager to develop and implement a purchasing and tendering policy, to govern acquisitions and sales by the City, and to amend that policy from time to time as directed by Council.

3. Delegation of Purchasing Authority

3.01 Council of the City hereby delegates the authority, in regards to the City's acquisition of goods or services by purchase, hire-purchase, lease, rental, or other agreement or in regards to the disposal of goods or assets, in accordance with this by-law.

3.02 The City Manager may approve that surplus assets be disposed of by providing them, without competition, to any local non-profit corporation, association or entity.

3.03 Surplus assets, not disposed of as above, are to be disposed of by an auction or by an invitation to bid or tender.

3.04 Provided that a competitive bid process has been used, with more than one bid having been received, and that budget approval exists, responsibilities for the acquisition of goods or services are delegated to:

(a) the applicable Department Manager, for acquisitions with a value of up to \$15,000.00.

(b) the City Manager or an employee designated by the City Manager, for acquisitions with a value of up to \$75,000.00.

3.05 Provided that a competitive bid process has been used, with more than one bid having been received, and that budget approval exists, and that an employee designated by the City Manager in paragraph 3.04(b) and the applicable Department Manager have provided written recommendations, responsibilities for acquisitions with a value of up to \$350,000.00 are delegated to the City Manager.

3.06 All other acquisitions require a City Manager report to Council and approval of the acquisition by a resolution of Council.

3.07 Override

The City Manager may override this By-law or the Purchasing and Tendering Policy if emergency or exceptional circumstances justify an override.

3.08 Credit Card Purchases

Acquisitions may be made with a City credit card by an authorized City employee from an authorized vendor. Purchases are to be made only for general expenses.

3.09 Signing of Contract

The City Manager and/or the employee designated by the City Manager in paragraph 3.04(b) and/or the applicable Department Manager are authorized to execute any documents or agreements required in connection with an acquisition or a sale referred to herein that is within his/her delegated authority.

4. Repeal

4.01 By-Law No. 1998 is hereby repealed.

DONE AND PASSED by Council of the City of Steinbach in open session, at Steinbach, Manitoba this 15th day of January, 2019.

Read a first time this 2nd day of October, 2018.
Read a second time this 15th day of January, 2019.
Read a third time this 15th day of January, 2019.



Mayor



City Manager

CITY OF STEINBACH
Purchasing and Tendering
Management Procedures

A Statement of Principles

A1 In the performance of the duties assigned to the City under the terms of the Act, the City must of necessity, engage in the procurement and expenditure of public funds for the contracting of goods and services. In an effort to achieve maximum economy, efficiency and effectiveness in the performance of this function, the City has adopted these procedures and guidelines with respect to the acquisition of goods or services.

A2 In general, it is the policy of the City to buy in the open market and to seek the best value for money. This implies that qualified suppliers are given the opportunity, either by direct solicitation or by some form of public advertisement to quote or tender the goods or services to be purchased.

A3 Maximizing the City's purchasing dollars depends on different factors, such as quality, economies of scale, defining fair specifications, maximizing the return on the disposal of City assets, and ensuring consistency in the application of this policy. In addition, value for money does not always mean the lowest acquisition cost. In appropriate circumstances it may mean the lowest life-cycle cost, which combines acquisition cost and the subsequent costs of ownership.

A4 The City has the following expectations of employees who are involved in the acquisition of goods or services:

- Purchasing activities are all times to be carried out in a manner that enhances competitive pricing so that required goods and services are obtained in a timely manner, in the desired quantity, of the desired quality, and in the most cost effective manner possible.
- Purchasing activities are to be conducted in a manner that assures qualified suppliers equal opportunity.
- Purchasing decisions are to be based on demonstrable technical and operational considerations.
- Where practicable, purchasing decisions should be based on the "life cycle" cost of acquisition rather than just the initial purchase price.
- City employees are encouraged to minimize levels of post-consumer waste by reviewing more environmentally acceptable products and services to determine if those are more cost effective.

B Ethics in Purchasing

B1 City employees involved in the acquisition of goods or services for the City must comply with the Code of Ethics established by the Purchasing Management Association of Canada (PMAC), which emphasizes a fair and competitive process for the acquisition of goods and services.

C Procedures

C1 Tendered versus Non-Tendered Acquisitions

A tender process shall be used where the procurement value for the acquisition of goods or services by purchase, hire-purchase, lease, rental, or other agreement is:

- a) \$75,000.00 or greater, in the case of goods or services; or
- b) \$200,000.00 or greater, in the case of construction.
- c) any amount, in the case of goods or services that are considered to be sensitive in nature by the City Manager.

A tender process is not required for acquisitions that are less than these amounts, are non-sensitive in nature, or are recurring, non-competitive expenditures (i.e. Receiver General, pension contributions, membership fees), or are noted as exceptions under the New West Partnership Trade Agreement – MASH Annex.

Acquisition exceptions will be determined by the City Manager.

C2 Quotation

A quotation is a verbal or written bid to provide goods or services. The goods or services are usually standard amongst vendors; consequently, there is no need for in-depth proposals or tenders outlining detailed specifications and vendor qualifications. In most cases involving quotations, price is the only consideration in awarding a quotation.

C3 Tender

A tender is a bid of offer to provide goods or services or construction that is submitted in response to an invitation that indicates in very specific terms what the City requires. An invitation to tender is a formal, sealed bid process. The bids and prices are provided without condition and the award is made without negotiation. The award is normally to a qualified bidder whose bid meets the specifications and other criteria of the tender and is the lowest cost.

C4 Select Tender

Select tenders are tenders in which only certain vendors are requested by direct invitation to bid on a given contract. Public advertising is not required for the tender however the process to pre-qualify is to be openly competed from time to time, at least yearly.

C5 Public Tender

Public tenders are tenders that are open to any vendor. Under a public tender, a description of the project is to be advertised on MERX (www.merx.com). The project may also be advertised in other print or electronic media as necessary, in order to obtain at least three qualified bids.

C6 Request for Proposals

This method of purchase involves the formal solicitation of proposals designed to solve a complex problem or one for which there is no clear or single solution. It may or may not include pre-qualification. The suppliers are invited to propose what they consider to be the best way of meeting the City's needs. In this method of purchase, some or all of the specifications and contract terms will not be finally determined with sufficient certainty to form the basis of a final contract before proposals are solicited and submitted. It is expected that there will be variations in the final specifications and contract terms among and between responsive proponents. The contract is awarded to the supplier whose proposal is determined to be the most advantageous to the City. Evaluation criteria may be set out in the request for proposal.

C7 Specifications and Evaluation Criteria

In cases of construction, and other applicable goods and services, the City's latest "Standard Design and Construction Specifications" manual shall be used. Where this manual cannot be utilized, the user department is responsible for preparing the specifications for the goods and services that are to be purchased. They are expected to prepare specifications that can be easily interpreted by qualified suppliers. In addition, they are expected to prepare specifications that can be fulfilled by more than one product or supplier. Where price is not the only consideration, user departments must describe in advance the criteria and methods of evaluation that will be used to determine the relative merits of tenders or quotations.

C8 Vendor List

The City maintains an approved list of suppliers, contractors and consultants that have previously provided the City with acceptable goods or services to assist the City in choosing qualified vendors in future purchase decisions.

Any potential vendor may submit a written request to be added to the Vendor List. Vendors may be disqualified from the Vendor List if there has been an inability or unwillingness to perform past work in accordance with City terms or specifications. Vendors will be given reasonable written notice of their non-performance and will be provided with an opportunity to respond.

Vendor disqualifications shall be determined by the City Manager.

C9 Co-operative Group Purchasing

The City endorses the principle of co-operative group purchasing with other municipalities, school divisions or other quasi-government agencies. The City may join these agencies or participate in the Association of Manitoba Municipalities purchasing program in respect of purchases in common demand.

C10 Pre-Qualification List

The City may maintain a list of pre-qualified vendors for specific areas of work. Notices for pre-qualification will be advertised on MERX (www.merx.com) at least yearly. To become a pre-qualified vendor, interested parties are required to undergo a formal pre-qualification process. During this process, vendors are required to demonstrate that they are appropriately registered or certified, have valid and appropriate business license(s), and have professional liability insurance. In addition they will also be required to demonstrate that they have the sufficient related experience and adequate staff resources to provide the services required by the City. Requests for proposals will be sent to all vendors on the pre-qualification list for a specific area of work.

C11 Disposal of City Assets

City employees shall strive to obtain the best return possible on the disposal of City assets through trade-ins, public auctions and any other cost effective options that are deemed effective.

The City Manager may approve that surplus assets be disposed of by providing them, without competition, to any local non-profit corporation, association or entity.

Surplus assets, not disposed of as above, are disposed of by an auction or by invitation to bid or tender.

C12 Monitoring

Purchasing activities shall be monitored by the City's administration department staff to ensure that the purchasing policy and procedures are being followed. The City's administration department is responsible to direct and execute the purchasing policy and procedures and shall bring to the attention of the City Manager any matters that require review or revision. Any employee who becomes aware that procedures contained herein are being disregarded or improperly applied, shall bring the matter to the attention of the City Manager.

D Methods of Procurement

D1 Sole Sourcing

Sole Sourcing is an exception to the Purchasing Policy, and must be approved by the City Manager. Circumstances that may allow for this exception require a report that outlines the uniqueness of the purchase and why competing products would not be satisfactory.

D2 Evaluation

In general, it is the City's policy to award contracts to the lowest bidder, if the bid meets all required specifications. However, consideration will be given to such matters as qualifications, quality, source of supply, availability, past performance, and timeliness when arriving at the best, qualified, and acceptable bid. The City reserves the right to accept other than the low bid, in accordance with the principles of lowest life-cycle costs.

D3 Disclosure

To enhance value achievement and protect the competitive position of the City's vendors, City employees will not disclose commercial information (prices and response information) in non-tender situations. The names of the unsuccessful vendors will also be regarded as confidential information. Notwithstanding this, some circumstances may necessitate competitor respondent identification disclosure before the closing date. For instance, legitimate collaboration between general contractors and sub-trades or required project site visits. Budget figures and upset price points will not be provided to vendors, whenever feasible. In order to avoid "pricing to the limit" response by vendors, it is recommended that this information continue to remain confidential, whenever feasible, and as deemed by applicable City employees.

E **Approval Process**

E1 Reports to Council

Reporting responsibilities to Council ultimately belong to the City Manager. Recommendations for purchase will typically come from the department that receives the goods or services, to be reported to the City Manager. The City Manager may or may not agree with the recommendation of the initiating department.

E2 Specified Brand Purchase

There are times, when, for the sake of compatibility with existing equipment, facilities, or services, that it will be desirable to purchase a specific manufactured product brand.

E3 Purchasing Responsibilities

With the City having a form of a decentralized purchasing practice, each City department is responsible for purchases under their direction. The exceptions to this practice are as follows:

- a) All proposed equipment purchases must be paneled at a Management meeting.
- b) All proposed construction or major renovations of a City facility must be approved by the City's senior management team.
- c) All City departments must ensure that budget funds are available via duly authorized procedures before making a commitment to acquire goods or services.
- d) City departments must be consistent in following the guidelines as set out in the Purchasing and Tendering By-law or the related procedures document.

E4 Debriefing

A debriefing process is available and provides a mechanism for unsuccessful proponents to obtain reasons why their bids were unsuccessful and information concerning their bid strengths or weaknesses. Participating in a debriefing process may assist an unsuccessful proponent to prepare a more competitive bid in the future. If a request is made, a City employee will attempt to conduct a debriefing within two weeks. Discussions will be based primarily on the proponent's proposal and comparisons of other bidders will not be made between his/her submission and the successful bidder's submission.

E5 Conflict on Interest - Vendor

All vendors must ensure that advance disclosures are made before accepting an award if a member of Council or a City employee has a potential conflict of interest or financial interest related to the acquisition.

Moved By _____

Seconded By _____

RESOLVED that the City of Steinbach adopt the Purchasing and Tendering policy, as attached.

Schedule "E" – Capital Development Budget

[See Attached]

City of Steinbach			
Southeast Event Centre Project Budget			
2022-2025			
			Budget
Funding & GMP Proposal Approved Nov 1 2022			61,000,000
Cash Allowances Included			
Change Order Approved Dec 19 2023			8,153,000
Other Change Orders to Dec 9 2024			132,801
FF&E			1,000,000
Land			1,875,000
VRA Consultant Fees			2,300,000
Subtotal			74,460,801
Harmonic Filters			350,000
Landscaping (net of grants)			60,000
Site furnishings			50,000
			460,000
Projected Budget to Dec 31 2025			74,920,801

SOUTHWEST EVENT CENTRE - CONSTRUCTION BUDGET BREAKDOWN

Project No: F22006
 Client Name: City of Steinbach
 Location: 321 Elmisk Street, Steinbach, Manitoba
 Owner: City of Steinbach
 Prime Consultant: Verne Reimer Architecture
 Revision No: REV-09 - Nov 28, 2023



Inclusive of Supplemental Instructions #01 to #73

DESCRIPTION OF WORK	9/13/2022 TENDER CLOSE		CHANGES		CURRENT BUDGET		COMMENTS	
		\$75,331,000.00	-87,766,988.76	\$87,766,988.76	\$89,165,000.00			
1 Bonds & Insurance	1,795,245.10		-5123,702.75	\$1,677,643.35	Revised costs on \$50M and Nov 2024 completion based on approx \$35M in bonded subtrads costs			
2 Cash Advances	3,490,000.00		-123,027.15	\$3,399,772.85	Cash advance #5 deleted, CAME Audiovisual bids came in higher			
3 General Conditions	2,827,750.03		-970,915.00	\$2,887,235.03	Anticipated completion end of Nov 2024. Adjustments based on revised scope timeliness & actual costs to date			
4 Demolition	383,135.00		-383,135.00	\$0.00	600K updated estimated costs, approx 350K of which is for 6 months of program which will be reduced by using City supplied material gas			
5 Abatement	206,891.71		-830,325.31	\$1,175,566.40				
6 Precast Concrete	1,189,131.84		-888,083.84	\$1,101,048.00				
7 Piling	2,392,070.00		-828,127.02	\$2,033,946.98	\$120K in buyout savings - Reduced price of \$178K costs for walking			
8 Rebar	3,225,242.38		-478,171.18	\$2,757,079.99	\$175K in SI changes made			
9 Rebar Supply	314,546.88		-815,448.46	\$239,666.38	\$175K in SI changes made			
10 Rebar Install	333,720.00		-533,720.00	\$0.00	Costs reallocated to 53. Earthworks			
11 Excavation & backfill - Building Footprint	1,827,671.48		\$116,169.08	\$2,043,840.56	Loss of \$214,919.00 after Row bidder backed out, \$230K costs for exterior typical stone			
12 Masonry	9,098,000.00		-8459,780.00	\$639,220.00	\$175K in SI changes made			
13 Structural Steel & Misc. Metals	607,105.76		-824,161.05	\$176,944.71	\$175K in SI changes made			
14 Steel Connections	581,382.36		-822,018.16	\$259,364.20	Additional \$30K allowed for anticipated alternate coating			
15 Steel Column & Beams - Supply	60,730.56		-860,730.56	\$0.00	Costs reallocated to 17. Column Supply			
16 Steel Column & Beams - Install	433,612.00		-832,824.22	\$400,687.78	\$175K in SI changes made			
17 Finishes	25,164.00		-81,894.00	\$56,730.00				
18 Drywall	64,145.20		\$0.00	\$64,145.20				
19 Thermal Insulation	2,416,000.00		-139,489.00	\$2,555,489.00				
20 Roofing	3,021,300.00		-830,886.42	\$2,171,401.58	Changes to EPS insulation system and buyout from Racks			
21 Roof Hatches	15,162.12		-51,123.12	\$14,039.00				
22 Insulating Partitions / Ceiling	132,820.56		\$19,106.44	\$151,930.00				
23 HMI / Wood Doors & Hardware	490,691.80		-816,973.60	\$463,718.00	\$175K in SI changes made			
24 Sliding Metal Grilles	93,877.92		-845,154.52	\$467,223.00				
25 Overhead & Ceiling Doors	82,764.16		-824,791.91	\$57,962.25				
26 Windows	1,724,900.00		-816,690.00	\$1,815,300.00				
27 Glass Partitions	681,250.00		-826,335.31	\$144,414.69	\$175K in SI changes made			
28 Wood Sports/Recreation Flooring	207,628.48		-819,650.48	\$187,878.00	\$175K in SI changes made			
29 Specialty Flooring	164,612.52		-842,016.52	\$122,596.00	\$175K in SI changes made			
30 Wall Tile	130,697.04		-85,102.54	\$175,964.50				
31 Wallboard	120,180.24		-865,716.70	\$56,463.54				
32 Washroom Accessories	58,395.60		-837,926.65	\$20,468.95				
33 Lockers	60,951.28		-849,627.25	\$60,959.95				
34 Wire Mesh Partitions (Storage Fencing & Gates)	1,351,985.00		-81,349,259.95	\$42,729.15				
35 Kitchen Equipment	30,854.00		-83,639.00	\$52,715.00				
36 Carpentry	63,772.32		-815,044.63	\$46,728.29				
37 Entry Mats	634,301.28		-859,991.38	\$57,690.90	\$175K in SI changes made			
38 Staircase Sealing	128,683.00		-812,683.00	\$0.00				
39 Dimensional Systems	647,430.00		-879,930.00	\$497,500.00	Riley Sports Option Selected			
40 Elevators	383,173.96		-851,700.00	\$138,473.96				
41 Mechanical Systems	13,995,000.00		-84,001,696.57	\$99,333,433.43	\$140K increase from Sept 14th budget due to change of conditioning units for AHU and error of figure QTY made in Sept budget.			
42 Fire Suppression Systems	810,233.00		-862,333.00	\$747,900.00				
43 Electrical	6,500,000.00		\$163,994.04	\$6,663,994.04	Includes \$50K in contingency for SMS design completion			
44 Lifts	428,312.88		-821,874.12	\$710,168.00	Combined Excavation & Backfill with this SOV line item.			
45 Lifting (Gantry base, curbs, sidewalks etc.)	2,386,000.00		-860,111.72	\$2,571,000.00	Changes made			
46 Unit Pallets	60,111.72		-859,224.66	\$0.00	Score reallocated to Electrical, Concrete & Asphalt paving			
47 Site Walkways / Curb / Light Standard & Electrical Bases	58,224.66		-831,535.14	\$57,241.30				
48 Site Furnishings	88,876.44		-829,484.00	\$0.00	Score removed			
49 Fencing	29,465.00		-851,952.00	\$34,870.00	Landscaping scope deleted - Rock Swale remaining			
50 Landscaping	58,532.00		-865,463.14	\$65,568.86				
51 Site Services / Utilities	\$75,331,000.00		-88,766,988.76	\$86,564,011.24				
CHANGES / EXTRAS								
PCN 001 - Phase 1 Piling Obstructions	N/A		\$106,050.25					
PCN 002 - Phase 2 Piling Obstructions	N/A		\$47,242.00					
PCN 003 - Central Area Sign	N/A		\$27,135.00					
PCN 004 - Central Area ground water	N/A		\$276,522.26					
Subtotal	\$0.00		\$276,522.26					
Total	\$75,331,000.00		-89,488,446.51					
Overhead & Profit								
Current Total Budget	INCL		-89,488,446.51					



CHANGE ORDER

To: Graham Construction
126 Commerce Drive
Winnipeg, Manitoba
R3P 0Z6

Date: December 7, 2023
VRA Project No.: 2020.01600
Pages: 1 plus attachments
Via: E-mail/MR

Attn: Andrew Coleman - Project Manager

Re: **Southeast Event Centre - SEC**
321 Elmdale St., Steinbach, Manitoba

Change Order No.: **CO-002**

Contract Change Item: **Update Project Budget**

When signed by the Owner's Representative, you are authorized to proceed with the following changes to the Contract:


- 1.0 Refer to the attached Change Request - PCN 05 - Completion of Re-design prepared by Graham Construction, date November 28, 2023 \$ 8,153,000.00
Note the the following terms of reference:
 - 1.0 The budget increase is perceived to have no time or schedule implications for the contract.
 - 2.0 Graham Fee and General Conditions are fixed costs.
 - 3.0 Value engineering items will be reviewed and negotiated by all parties.

Attachments: Change Request - PCN 05 - Completion of Re-design

Cause of Change: Unforeseen Conditions/Revised design requirements

The Contract Price shall be increased (decreased) by the amount of: \$ 8,153,000.00

VERNE REIMER ARCHITECTURE INCORPORATED

Recommended by:  December 7, 2023
 _____ Date
Marcus Rarog, Contract Administrator
We find that the Work and Price as described appears to be reasonable, and recommend that the Owner authorize them to be incorporated into the Contract.

Authorized by:  December 20, 2023
 _____ Date
OWNER'S REPRESENTATIVE
This amendment to the Contract is being authorized by the the Owner's Representative for the issuance of a Change Order. Forward signed copies to the Contractor and the Architect.

Accepted by: **Andrew Coleman**
 _____ Date
CONTRACTOR
You are accepting the changes in the above Work and the Contract Price. Forward signed copies to the Owner and the Architect.

Digitally signed by Andrew Coleman
 DN: CN=Andrew Coleman,
 OU=Winnipeg, OU=Canada,
 OU=Graham Users, DC=graham,
 DC=local
 Date: 2023.12.20.11:49:05.0600

STATEMENT OF CONTRACT

Original Contract	\$	61,000,000.00
Approved Changes	\$	
Contract to Date	\$	61,000,000.00
This Change Order	\$	8,153,000.00
CO's Pending Approval	\$	0.00
Proposed New Contract	\$	69,153,000.00

Distribution: P. Penner COS
J. Penner VRA

Schedule "F" – Legal Description of the Lands

LOTS 1 - 4, INCLUSIVE, PLAN _____ (DEP. NO. 1559/2022)

IN THE N 1/2 OF 35-6-6 EPM

Schedule "G" – Initial Plan of Operation and Budget

[See Attached]



**Operating Budget
2025**

	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Total
REVENUE													
Rentals	12%	12%	12%	10%	7%	3%	\$ -	\$ -	12%	12%	12%	8%	100%
Ice Rentals	\$ -	\$ 25,000.00	\$ 49,112.28	\$ 40,926.90	\$ 28,648.83	\$ 12,278.07	\$ -	\$ -	\$ 49,112.28	\$ 49,112.28	\$ 49,112.28	\$ 32,741.52	\$ 336,044.44
Multi-Purpose Facility Rental	\$ -	\$ -	\$ 10,021.00	\$ 10,021.00	\$ 10,021.00	\$ 10,021.00	\$ 10,021.00	\$ 10,021.00	\$ 10,021.00	\$ 10,021.00	\$ 10,021.00	\$ 10,021.00	\$ 100,210.00
Pistons													
Pistons Games	0	3	4	0	0	0	0	0	3	5	3	4	22
Pistons - General Seating	\$ -	\$ 13,500.00	\$ 18,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,500.00	\$ 22,500.00	\$ 13,500.00	\$ 18,000.00	\$ 99,000.00
Pistons - Club Seating	\$ -	\$ 20,160.00	\$ 26,880.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,160.00	\$ 33,600.00	\$ 20,160.00	\$ 26,880.00	\$ 147,840.00
Pistons - Suite Seating	\$ -	\$ 8,400.00	\$ 11,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,400.00	\$ 14,000.00	\$ 8,400.00	\$ 11,200.00	\$ 61,600.00
Pistons Total	\$ -	\$ 42,060.00	\$ 56,080.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42,060.00	\$ 70,100.00	\$ 42,060.00	\$ 56,080.00	\$ 308,440.00
Special Events													
Concert - Small	0	0	0	0	1	0	1	0	0	0	0	0	2
Revenue	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00
Concert - Medium	0	0	0	0		1	0	0	0	1	0	0	2
Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -	\$ -	\$ 20,000.00
Concert Large	0	0		0	1	0	0	1	0	0	0	0	2
Revenue	\$ -	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -	\$ 40,000.00
Total Special Event Revenue	\$ -	\$ -	\$ -	\$ -	\$ 25,000.00	\$ 10,000.00	\$ 5,000.00	\$ 20,000.00	\$ -	\$ 10,000.00	\$ -	\$ -	\$ 70,000.00
Sponsorship													\$ -
Venue & Bowl	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bowl	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hall & Track	\$ -	\$ 2,000.00	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 43,666.67
Atrium	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Club Zone	\$ -	\$ 1,000.00	\$ 2,083.33	\$ 2,083.33	\$ 2,083.33	\$ 2,083.33	\$ 2,083.33	\$ 2,083.33	\$ 2,083.33	\$ 2,083.33	\$ 2,083.33	\$ 2,083.33	\$ 21,833.33
TG Smith	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Outdoor Rink	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Multi Purpose Rooms	\$ -	\$ 200.00	\$ 416.67	\$ 416.67	\$ 416.67	\$ 416.67	\$ 416.67	\$ 416.67	\$ 416.67	\$ 416.67	\$ 416.67	\$ 416.67	\$ 4,366.67
Total Sponsorship	\$ -	\$ 3,200	\$ 6,667	\$ 6,667	\$ 6,667	\$ 6,667	\$ 6,667	\$ 6,667	\$ 6,667	\$ 6,667	\$ 6,667	\$ 6,667	\$ 69,866.67
Advertising													\$ -
Dressing Rooms	\$ -	\$ 1,250.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 26,250.00
Rink Boards	\$ -	\$ 2,900.00	\$ 5,833.33	\$ 5,833.33	\$ 5,833.33	\$ 5,833.33	\$ 5,833.33	\$ 5,833.33	\$ 5,833.33	\$ 5,833.33	\$ 5,833.33	\$ 5,833.33	\$ 61,233.33
Digital Signage	\$ -	\$ 4,075.00	\$ 8,150.00	\$ 8,150.00	\$ 8,150.00	\$ 8,150.00	\$ 8,150.00	\$ 8,150.00	\$ 8,150.00	\$ 8,150.00	\$ 8,150.00	\$ 8,150.00	\$ 85,575.00
Ice Bowl	\$ -	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 31,500.00
Zamboni Entrance	\$ 333.33	\$ 160.00	\$ 333.33	\$ 333.33	\$ 333.33	\$ 333.33	\$ 333.33	\$ 333.33	\$ 333.33	\$ 333.33	\$ 333.33	\$ 333.33	\$ 3,826.67
Miscellaneous Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Advertising	\$ 333.33	\$ 9,885	\$ 19,817	\$ 19,817	\$ 19,817	\$ 19,817	\$ 19,817	\$ 19,817	\$ 19,817	\$ 19,817	\$ 19,817	\$ 19,817	\$ 208,385.00
Food & Beverage													
Concessions													
Pistons Game - Regular Seating	\$ -	\$ 21,600.00	\$ 28,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,600.00	\$ 36,000.00	\$ 21,600.00	\$ 28,800.00	\$ 158,400.00
Pistons Game - Club Seating	\$ -	\$ 15,120.00	\$ 20,160.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,120.00	\$ 25,200.00	\$ 15,120.00	\$ 20,160.00	\$ 110,880.00
Pistons Game - Suite Seating	\$ -	\$ 3,600.00	\$ 4,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,600.00	\$ 6,000.00	\$ 3,600.00	\$ 4,800.00	\$ 26,400.00
Total Pistons Game Concessions	\$ -	\$ 40,320.00	\$ 53,760.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,320.00	\$ 67,200.00	\$ 40,320.00	\$ 53,760.00	\$ 295,680.00
Concert - Small	\$ -	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00
Concert - Medium	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ -	\$ 10,000.00
Concert - Large	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ 20,000.00
Total Concert Concessions	\$ -	\$ -	\$ -	\$ -	\$ 12,500.00	\$ 5,000.00	\$ 2,500.00	\$ 10,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ 35,000.00
Geberal Concessions	\$ -	\$ 4,500.00	\$ 9,187.50	\$ 9,187.50	\$ -	\$ -	\$ -	\$ -	\$ 9,187.50	\$ 9,187.50	\$ 9,187.50	\$ 9,187.50	\$ 59,625.00

SEG Facility Expenses

Building Repairs & Maintenance	\$ 1,500.00	\$ 2,916.67	\$ 2,916.67	\$ 2,916.67	\$ 2,916.67	\$ 2,916.67	\$ 2,916.67	\$ 2,916.67	\$ 2,916.67	\$ 2,916.67	\$ 2,916.67	\$ 2,916.67	\$ 2,916.67	\$ 2,916.67	\$ 2,916.67	\$ 30,666.67
Safety Equipment	\$ 125.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 2,625.00
HVAC Service Contract	\$ 415.00	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 8,748.33
Janitorial Services (Subcontract)	\$ 1,800.00	\$ 3,666.67	\$ 3,666.67	\$ 3,666.67	\$ 3,666.67	\$ 3,666.67	\$ 3,666.67	\$ 3,666.67	\$ 3,666.67	\$ 3,666.67	\$ 3,666.67	\$ 3,666.67	\$ 3,666.67	\$ 3,666.67	\$ 3,666.67	\$ 38,466.67
Security (Subcontract)	\$ 2,200.00	\$ 4,400.00	\$ 4,400.00	\$ 4,400.00	\$ 4,400.00	\$ 4,400.00	\$ 4,400.00	\$ 4,400.00	\$ 4,400.00	\$ 4,400.00	\$ 4,400.00	\$ 4,400.00	\$ 4,400.00	\$ 4,400.00	\$ 4,400.00	\$ 46,200.00
Utilities (Hydro & Gas)	\$ 15,000.00	\$ 29,166.67	\$ 29,166.67	\$ 29,166.67	\$ 29,166.67	\$ 29,166.67	\$ 29,166.67	\$ 29,166.67	\$ 29,166.67	\$ 29,166.67	\$ 29,166.67	\$ 29,166.67	\$ 29,166.67	\$ 29,166.67	\$ 29,166.67	\$ 306,666.67
Water & Sewer	\$ 1,250.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 26,250.00
Cleaning Supplies (Non F&B)	\$ 1,040.00	\$ 2,083.33	\$ 2,083.33	\$ 2,083.33	\$ 2,083.33	\$ 2,083.33	\$ 2,083.33	\$ 2,083.33	\$ 2,083.33	\$ 2,083.33	\$ 2,083.33	\$ 2,083.33	\$ 2,083.33	\$ 2,083.33	\$ 2,083.33	\$ 21,873.33
Property Taxes	\$ 850.00	\$ 1,666.67	\$ 1,666.67	\$ 1,666.67	\$ 1,666.67	\$ 1,666.67	\$ 1,666.67	\$ 1,666.67	\$ 1,666.67	\$ 1,666.67	\$ 1,666.67	\$ 1,666.67	\$ 1,666.67	\$ 1,666.67	\$ 1,666.67	\$ 17,516.67
Equipment Rentals (Dishwasher)	\$ 666.67	\$ 666.67	\$ 666.67	\$ 666.67	\$ 666.67	\$ 666.67	\$ 666.67	\$ 666.67	\$ 666.67	\$ 666.67	\$ 666.67	\$ 666.67	\$ 666.67	\$ 666.67	\$ 666.67	\$ 8,000.00
Kitchen Equipment Purchase/Lease	\$ 16,666.67	\$ 16,666.67	\$ 16,666.67	\$ 16,666.67	\$ 16,666.67	\$ 16,666.67	\$ 16,666.67	\$ 16,666.67	\$ 16,666.67	\$ 16,666.67	\$ 16,666.67	\$ 16,666.67	\$ 16,666.67	\$ 16,666.67	\$ 16,666.67	\$ 200,000.00
Total Facility Expenses	\$ 17,333.33	\$ 41,513.33	\$ 64,816.67	\$ 64,816.67	\$ 64,816.67	\$ 64,816.67	\$ 64,816.67	\$ 64,816.67	\$ 64,816.67	\$ 64,816.67	\$ 64,816.67	\$ 64,816.67	\$ 64,816.67	\$ 64,816.67	\$ 64,816.67	\$ 707,013.33

City Of Steinbach Contract Charges

Ice Maintenance (CONTRACT)	\$ 7,500.00	\$ 15,416.67	\$ 15,416.67	\$ 15,416.67		\$ 15,416.67	\$ 15,416.67	\$ 15,416.67	\$ 15,416.67	\$ 15,416.67	\$ 15,416.67	\$ 15,416.67	\$ 15,416.67	\$ 15,416.67	\$ 15,416.67	\$ 130,833.33
Arena Part Time Staff	\$ 1,500.00	\$ 2,916.67	\$ 2,916.67	\$ 2,916.67	\$ 2,916.67	\$ 2,916.67	\$ 2,916.67	\$ 2,916.67	\$ 2,916.67	\$ 2,916.67	\$ 2,916.67	\$ 2,916.67	\$ 2,916.67	\$ 2,916.67	\$ 2,916.67	\$ 30,666.67
Insurance	\$ 4,000.00	\$ 7,916.67	\$ 7,916.67	\$ 7,916.67	\$ 7,916.67	\$ 7,916.67	\$ 7,916.67	\$ 7,916.67	\$ 7,916.67	\$ 7,916.67	\$ 7,916.67	\$ 7,916.67	\$ 7,916.67	\$ 7,916.67	\$ 7,916.67	\$ 83,166.67
Total City of Steinbach Charges	\$ -	\$ 13,000.00	\$ 26,250.00	\$ 26,250.00	\$ 26,250.00	\$ 10,833.33	\$ 10,833.33	\$ 26,250.00	\$ 26,250.00	\$ 26,250.00	\$ 26,250.00	\$ 26,250.00	\$ 26,250.00	\$ 26,250.00	\$ 26,250.00	\$ 244,666.67

Arena - Operating Equipment

Equipment Repairs & Maintenance	\$ 625.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 13,125.00
Gasoline	\$ 16.67	\$ 16.67	\$ 16.67	\$ 16.67	\$ 16.67	\$ 16.67	\$ 16.67	\$ 16.67	\$ 16.67	\$ 16.67	\$ 16.67	\$ 16.67	\$ 16.67	\$ 16.67	\$ 16.67	\$ 183.33
Propane	\$ 415.00	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 8,748.33
Total Arena Equipment Costs	\$ -	\$ 1,056.67	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 22,056.67

Arena - Ice Plant

Liability Insurance	\$ 166.67	\$ 166.67	\$ 166.67	\$ 166.67	\$ 166.67	\$ 166.67	\$ 166.67	\$ 166.67	\$ 166.67	\$ 166.67	\$ 166.67	\$ 166.67	\$ 166.67	\$ 166.67	\$ 166.67	\$ 1,833.33
Stationary Equipment Repairs & Maintenance	\$ 625.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 13,125.00
Salt & Calcium	\$ 150.00	\$ 291.67	\$ 291.67	\$ 291.67	\$ 291.67	\$ 291.67	\$ 291.67	\$ 291.67	\$ 291.67	\$ 291.67	\$ 291.67	\$ 291.67	\$ 291.67	\$ 291.67	\$ 291.67	\$ 3,066.67
Total Ice Plant Costs	\$ -	\$ 942	\$ 1,708	\$ 1,708	\$ 1,708	\$ 1,708	\$ 1,708	\$ 1,708	\$ 1,708	\$ 1,708	\$ 1,708	\$ 1,708	\$ 1,708	\$ 1,708	\$ 1,708	\$ 18,025.00

TOTAL OPERATING EXPENSES

TOTAL OPERATING EXPENSES	\$ 82,087	\$ 209,115	\$ 302,415	\$ 259,945	\$ 271,699	\$ 259,495	\$ 261,020	\$ 278,862	\$ 291,797	\$ 316,983	\$ 291,797	\$ 329,649	\$ 315,483.74
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NET SURPLUS/LOSS ON OPERATIONS	\$ (23,420)	\$ 7,183	\$ 40,000	\$ (35,555)	\$ (17,838)	\$ (31,067)	\$ (52,370)	\$ (47,712)	\$ 23,157	\$ 67,892	\$ 23,157	\$ 36,711	\$ (9,862.64)
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Cumulative Surplus/loss	\$ (23,420)	\$ (16,238)	\$ 23,762	\$ (11,793)	\$ (29,631)	\$ (60,698)	\$ (113,068)	\$ (160,780)	\$ (137,623)	\$ (69,731)	\$ (46,574)	\$ (9,863)
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Schedule "H" – City's Ice Allocation Policy

[See Attached]

CITY OF STEINBACH

ICE ALLOCATION POLICY AND PROCEDURES

1.0 INTRODUCTION

Mission

Steinbach is a clean, safe and vibrant community that values tradition and prosperity. Our mission is to continue to preserve the quality of life Steinbach is known for while effectively managing its growth and resources.

PURPOSE

The City of Steinbach promotes a range of recreation opportunities for youth and adults during the winter and summer for a range of individuals and groups. The City has an inventory of two ice pads.

The purpose of this policy is to:

- Clearly define and communicate how ice will be managed, allocated and distributed.
- Serve as a guide for the ice allocation process.
- Promote and encourage participation in ice sports to the overall benefit of the community.

The policies identified in this document establish and clarify the City's responsibility for ice allocation, facility administration and its commitment to the management of:

- Fair and equitable ice allocation that maximizes use of the facility
- Fiscally responsible ice facility operations
- Processing of tournament, special event, and seasonal ice rentals
- Special event management
- General administration requirements
- Facilitate opportunities for active and healthy lifestyle
- Safe and accessible services for all people

2.0 ICE ALLOCATION RESPONSIBILITY

In the City of Steinbach (City), the Parks and Recreation Department (PRD) has the responsibility to manage the allocation and distribution of ice on an annual basis to reflect population, registration, utilization, and participation patterns. The PRD is responsible for the implementation of the policies as outlined.

3.0 ICE FACILITY OPERATIONS

The City of Steinbach will responsibly manage its ice resources to ensure optimum usage and programming, to reflect the goals of the City. The day-to-day operations of the City's Recreation Facilities containing the ice pads will be the responsibility of the (PRD).

Appendix A outlines hours of operation. City staff will update, as necessary, relevant portions of this document as approved by City Administration.

The staff responsible for Ice Allocation and Ice Facility Operations will work in a cooperative manner in the implementation of this policy.

4.0 ICE ALLOCATION AND DISTRIBUTION

4.1 Scheduling Priorities

Ice will be allocated utilizing the following order of priority:

1. Steinbach Pistons Junior A Hockey Team (in accordance with City agreement)
2. Steinbach Huskies (Senior or Junior C)
3. Steinbach Minor Sports Groups
4. City of Steinbach Recreational Programs
5. Seasonal Organizations
6. Schools
7. Commercial and Occasional Users

4.2 Definitions of Groups

i. **A Steinbach Minor Sports Group** is defined as follows:

- i. A non-profit recreational organization based in the City of Steinbach, dedicated to minor sports (18 and under)
- ii. An established provider of quality recreational programs, primarily for youth
- iii. The main provider of its activity for youth in the City of Steinbach
- iv. Membership in the group is dominated by residents of the City
- v. Organizations recognized as Minor Sports Groups must also:
 - a. Have constitutions
 - b. Be affiliated with a recognized regional, provincial, or national organization. The choice of this affiliation is at the discretion of the minor sports group.

(If the status of a minor sports group comes into question, the group may be required to re-produce evidence that the conditions under which it was granted partner status still apply.)

The listing of minor sports groups is found at Appendix B.

ii. **Tournaments and Special Events**

The City of Steinbach encourages an active role for the City in facilitating, enhancing and promoting festivals and special events in the City. Generally, tournaments and special events are competitions hosted by recognized City minor sports groups. They may also include events of regional or provincial significance. Tournaments may also be hosted by Seasonal Organizations and other occasional users such as men's hockey leagues. Special events are not limited to competitions and may include events such as trade shows, conventions, exhibitions, concerts, and graduations. Tournament and Special Event time is allocated above and beyond a group's regular season allocation.

iii. **City of Steinbach Recreational Programs**

The City provides access to recreational ice opportunities through municipal skating programs. Programs provide low-cost access to recreational skating and hockey opportunities organized through the PRD. Opportunities include, but are not limited to, public skating and Youth Recreational Hockey. Programs are provided in response to need, and the provision of such programming is reviewed in conjunction with the review of this policy.

iv. **Seasonal Organizations**

Groups in this category are defined as groups that use an ice facility on a weekly basis for an entire season. Examples include men's or ladies' hockey or ringette, pick up hockey groups, etc. The listing of seasonal organizations is found at Appendix E.

v. Schools

A publicly funded school or a not-for-profit school recognized by the Province of Manitoba as an education institution located in the City of Steinbach. School bookings, including high school hockey and intramural teams are administered on a first come, first serve basis through the PRD.

vi. Commercial and Occasional Users

These groups are organizations or individuals that use ice time with the intent of generating positive net income (profit), or on an occasional basis for recreation.

5.0 ENTITLEMENT AND DISTRIBUTION

5.1 Master Ice Schedule

The Master Ice Schedule will be used as the basis for all scheduling of weekly ice time. The historical allotments for each user group within this schedule will be reviewed annually by the PRD, and amendments made as necessary based on information and requests provided to the PRD by the user groups.

5.2 Weekly Hours of Entitlement and Distribution to Minor Sports Groups

On an annual basis, the City’s Minor Sports Groups shall provide registration data for the previous year or for the upcoming year if this information is available. This information will be provided to the PRD annually by the 1st day of November for the previous year. This historical and current registration data will be used to calculate each organization’s ice allocation and be included in the Master Ice Schedule.

5.3 Time Period Entitlements and Restrictions

All Minor Sports Groups will receive an equitable distribution of prime and non-prime hours in accordance with Section 5.2.

All Minor Sports Groups, regardless of gender, level of competition, and total hours of entitlement shall not receive relatively more or less prime time access than a similar client.

Adult ice will not be allocated prior to 10 p.m. The City retains the right to provide ice only at the same or similar time. No ice time slot is guaranteed. Exceptions may be granted where the requirements of youth and City recreational users are being met and where ice is available and not required by youth.

Fall, Winter & Spring – Prime and Non-Prime

Prime Time	Monday – Friday	4:00 pm - Close
	Saturday & Sunday	Open - Close
Non-Prime Time	Monday - Friday	Open - 4:00 pm
	Saturday & Sunday	Not Applicable

Summer – Prime and Non-Prime

Prime Time	Monday – Sunday	Open - Close
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Steinbach Minor Sports Groups will receive the non-prime rate for all ice rentals. The fee schedule is found at Appendix C.

5.4 Ice Time Requests and Timing of Allocation

Ice time requests must be submitted in writing to the PRD by the 1st day of July. It is recognized that some organizations will not have their requests available until a later date (as per leagues schedules). The PRD will make every effort to accommodate requests and provide the completed Master Ice Schedule by the 1st day of August.

5.5 Conflict Resolution

Ice time conflicts that arise will be highlighted and reviewed by the PRD. The PRD will attempt to resolve the conflict in a manner consistent with the policy. Should a conflict remain, the groups involved in the conflict will be provided with an opportunity to submit in writing the rationale for their requirement of the ice time in conflict. The following factors will guide the final decision:

- User group historical ice allocation
- The degree in which the user group ice time requests have been met, apart from the ice time request in conflict and number of participants affected
- The age of the user group as it relates to the ice time in conflict
- The sport requirements of the group

The decision of the City shall be final.

6.0 PROCESSING AND MANAGEMENT OF TOURNAMENTS AND SPECIAL EVENTS

The City is committed to achieving a balance between recreational and tournaments/special event use during the regular fall/winter ice season. New tournaments will only be permitted where ice time permits in accordance with the terms outlined in this policy. The goal of the PRD is to minimize the impact of tournaments on regular programs and league play.

A complete list of existing tournaments is contained at Appendix D.

7.0 PROCESSING AND MANAGEMENT OF ICE REQUESTS AND RENTAL AGREEMENTS

Controls must be in place to minimize the negative impacts that unused, returned, amended, and cancelled ice have on the arena operation and its users. As such the PRD will apply all guidelines outlined in this policy to reasonably and responsibly manage unused ice or changing ice needs, once rental agreements have been issued.

7.1 Signed Rental Agreement

The PRD will provide the user with a rental agreement listing all ice time allocated to the user for the season based on timing in Section 5.4. The signed rental agreement shall be returned to the PRD prior to the first ice time listed on the rental agreement.

7.2 Changes to Signed Rental Agreement

The PRD will make every effort to accommodate ice allocation requests in accordance with this policy. Users with overdue accounts may, at the discretion of the PRD, have their ice time cancelled and/or lose their status for the next season. Overdue accounts will be subject to an interest penalty as per the standard City rate. Once the PRD has received the signed rental agreement, the user agrees that all times listed in the rental agreement will be paid as per the applicable payment agreement, with no right of cancellation except for the following:

- a) If the user refuses to use the facilities due to unsuitable ice surface conditions provided staff on duty is in agreement, or
- b) If roads are closed or police are warning people to stay off roads as confirmed by the PRD, or
- c) If the City cancels ice due to holidays, safety concerns, mechanical breakdowns, weather conditions or emergency closures, or
- d) If the City cancels due to a significant or high-profile event as per Section 7.6.

7.3 Transferred Ice/Ice Trades/Sub Leased Ice

The City is the sole authority for all ice times. The practice of transferring, trading or sub-leasing ice between rental agreement holders is NOT allowed.

It is recognized that last-minute changes to the intended use of the ice may occur under infrequent and unforeseen circumstances. The City must be aware of and be able to control the intended use of all ice within its facilities at all times. The PRD must be notified by the rental agreement holder, even after the occurrence, of any ice that is no longer required for use by the rental agreement holder. In this event, the PRD will make every effort to reallocate the cancelled ice time based on the priority outlined in this policy. The PRD reserves the right to accept only hours that hold the greatest potential for rebooking. If this available ice time is not booked to another user, the original rental agreement holder will be responsible for payment of that ice time. Failure to notify the PRD may result in termination of the rental agreement and cancellation of future bookings.

7.4 Rental Agreement Cancellation

Once an ice rental agreement has been signed, the following cancellation policies are in effect.

The City reserves the right to accept only hours that hold the greatest potential for rebooking. If a user regularly cancels ice time requested, the City reserves the right to adjust the rental agreement, cancel this time for the remainder of the season, and make a permanent adjustment to the user's next year allocation. Refunds are subject to the applicable administration fee.

Tournaments, Special Events and Commercial Users

Twenty-eight (28) days written notice to the PRD for full refund. A partial refund of 50% shall be given with twenty-one (21) to twenty-seven (27) days written notice to the PRD. In this event, the PRD will make every effort to reallocate the cancelled ice time based on the priority outlined in this policy. In any case, if the PRD is able to rebook the ice, a full refund will be provided.

Minor Sports Groups, Seasonal Organizations, Occasional Users and Schools

Seven (7) days written notice to the PRD is required to receive a full refund. A partial refund of 50% shall be given with one (1) to six (6) days written notice to the PRD. In this event, the PRD will make every effort to reallocate the cancelled ice time based on the priority outlined in this policy. In any case, if the PRD is able to rebook the ice, a full refund will be provided.

7.5 Recreational Program Cancellations

In order to minimize user frustration, dissatisfaction and other negative impacts, the City will not cancel City programs and leisure skate times, with the exception of the following:

- i. Tournaments and special events
- ii. Low registration in programs
- iii. Emergency shut down situations or ice maintenance.

Where such cancellations are necessary, the PRD will make reasonable efforts to notify users of such programs.

7.6 Rental Agreement Cancellations by the City of Steinbach

The City reserves the right to reasonably postpone, reschedule or cancel any rental agreement due to various circumstances. The City reserves the right to cancel a rental agreement or portion of a rental agreement without notice or refund should there be a breach of conditions or regulations, or should the City believe the facilities are not being used for the purpose contained in the rental agreement or for a significant or high-profile event as approved by Council.

8.0 GENERAL ICE MANAGEMENT

8.1 Ice Flood Schedules & Dressing Rooms

All ice booked consists of a minimum 60-minute hour, with 15 minutes for resurfacing where applicable. The City requires that all groups supply ice use schedules and flood requirements to the PRD, a minimum of one (1) week prior to scheduled ice time.

The City reserves the right to accept or modify ice flood requests to ensure operational efficiencies.

The City reserves the right to allocate dressing rooms based on the number of participants and/or teams using the ice and other uses occurring in the facility.

8.2 Curfew Ice

The City reserves the right to curfew any games, including tournament games, to maintain the schedule submitted and will consider cancellation of any or all rental agreements if the user does not cooperate with implementation of this Ice Allocation Policy.

Users are responsible for advising the PRD of any special requirements regarding curfews at the time the schedules are submitted.

8.3 Temporary Ice Cancellations and Redistribution

In the event of a multi-day facility closure, the PRD will redistribute ice times so that all ice users are impacted while certain types of ice use are protected from cancellation over others. The City will employ the priorities and procedures identified in this policy in the redistribution. The decision of the City shall be final.

8.4 New Organization or Emerging Sport

When reasonable, the City will recognize a new ice organization or emerging ice sport and will make reasonable effort to allocate ice time to enable it to establish its programs and services in the City. Recognition and ice allocation will occur once the conditions and criteria outlined in this policy are met and if existing users will not be adversely impacted. New organizations/programs will be accommodated only to provide for unmet community needs.

Where possible, the development of new programs or the expansion of groups should be encouraged to be extensions of organizations already established (i.e., creating umbrella organizations).

8.5 Opening Arena Outside of Standard Hours of Operation

The opening of arena facilities on statutory holidays when they are normally closed, or beyond established operating hours (as defined by the Ice Allocation Policy) will be considered based on the availability of staff. Application does not guarantee approval. All ice will be at the prime-time rate.

9.0 GENERAL ADMINISTRATION

9.1 All applicants and users must submit all requests for rental agreement applications (ice time), amendments and cancellations in writing.

9.2 The City reserves the right to reject applications and requests which are not complete or contain incorrect information.

9.3 Ice Allocation Policy and Procedures Review and Update

The Ice Allocation Policy will be reviewed on an annual basis or as the need arises, initiated by the PRD.

APPENDIX A

ICE FACILITY HOURS OF OPERATION

FALL/WINTER			
Centennial Arena		T.G. Smith Arena	
mid August – April 30 or later depending on playoff schedule for Pistons	6:30 a.m. - midnight	late August – March 31 or later depending on demand	6:30 a.m.-midnight

SPRING			
Centennial Arena		T.G. Smith Arena	
Not Applicable		Not Applicable	

SUMMER			
Centennial Arena		T.G. Smith Arena	
Not Applicable		Not Applicable	

HOLIDAY CLOSURES

Holiday	Centennial Arena	T.G. Smith Arena
New Year's Day	Closed	Closed
Louis Riel Day	Open	Open
Good Friday	Open if Pistons game is scheduled	Open if Pistons game is scheduled
Easter Sunday	Open	Open
Victoria Day	Closed	Closed
Canada Day	Closed	Closed
Civic Holiday (August)	Closed	Closed
Labour Day	Open	Open
National Day for Truth and Reconciliation	Open	Open
Thanksgiving Day	Open	Open
Remembrance Day	Open at 1 p.m.	Open at 1 p.m.
December 24	Open until 5 p.m.	Open until 5 p.m.
Christmas Day	Closed	Closed
Boxing Day	Closed	Closed
New Year's Eve	Open until 5 p.m., or later if Pistons game is scheduled	Open until 5 p.m.

APPENDIX B

MINOR SPORTS GROUPS

Steinbach Minor Hockey

Steinbach Ringette Association

Steinbach Skating Club

APPENDIX C

FEE SCHEDULE

ICE RENTAL

Prime Time (after 4:00 p.m. and all day weekends and holidays) (per hour)	155.00
Non-Prime Time (before 4:00 p.m. weekdays) (per hour)	128.00
*Steinbach Minor Sports Groups pay non-prime rate	
Game (based on 3-hour slot)	465.00
Outdoor Rink (per hour)	45.00
Schools – Steinbach (maximum 20 hours per season)	420.00

MEETING ROOM

Daily	45.00
Hourly (during regular facility hours)	20.00
Summer (per hour)	40.00

ARENA FLOOR RENTAL – SUMMER

SINGLE SURFACE	
Non-Profit Organization (per day)	400.00
Commercial Organization (per day)	600.00
Casual (per hour)	45.00

FULL FACILITY

Non-Profit Organization (per day)	700.00
Commercial Organization (per day)	1000.00

(all fees subject to GST)

APPENDIX D

TOURNAMENTS & SPECIAL EVENTS

Steinbach Pistons Power Camp

last week in August

Steinbach Pistons Prospects Camp

first weekend in September

Steinbach Pistons Main Camp

first week in September

SRSS Boys Hockey Tournament

third weekend in November

Steinbach Minor Hockey Tournaments

U7 – first Saturday in December

U9 – second weekend in March

U11 – fourth weekend in November

U13 – first weekend in January

U15 – third weekend in January

U18 – second weekend in February

Steinbach Minor Hockey Miller Day

first Saturday in February

Provincials (Minor Hockey/Ringette)

TBA March/April

APPENDIX E

SEASONAL ORGANIZATIONS

As at 2023-24

Noon Hour Shinny *
Southeast Oldtimers Hockey *
Cross Check Hockey
Silver Eye Hockey League
Happy Harry's Hockey

* daytime ice use

Certificate Of Completion

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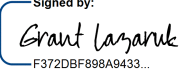
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
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