

MEMO

September 16, 2025

To: Steinbach City Council

From: Troy Warkentin, City Manager

Re: September 11-12, 2025 Rainstorm

City administration has gathered information related to the storm event of September 11-12, 2025 and we provide this summary report of the observed impacts.

Approximately 126 millimeters of rain at the Steinbach station located at the Steinbach during the storm or the equivalent amount of rain reported in CBC News in its online news article.	<u>Variance V-2025-22</u> Owner: Neustaedter Holdings Inc. Applicant: Three Way Builders Ltd. Civic Address: 116/118 Sterling Crescent Legal: Lot 26, Plan 73920
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localized areas in Steinbach reporting significantly higher amounts. This storm resulted in the accumulation of significant amounts of water and the inundation of wastewater and drainage systems that far exceed levels seen during normal storm events.

In a story published by Steinbach Online on September 24, 2024, David Phillips, a Senior Climatologist with Environment Canada indicated that that storm saw 95.9 millimeters of rain fall over Steinbach on September 17, 2024 and “ranks with some of the highest single-day totals over the last six decades.” He further indicated that the previous wettest day in Steinbach since 1956 was the storm of July 4, 2002, where the provincially reported official daily rainfall totaled 132.8 millimeters. Based on the rainfall reported in last week’s storm, and the City’s observed impacts, this event appears to be of at least a similar intensity.

General observations of City staff during the event found that because of the amount of rain that fell in such a short time, the City’s drains and ditches were operating at capacity or saw water spilling over the banks. All City storm drainage systems and wastewater system infrastructure was operating at capacity until well after the storm ended. In several locations City roads had water accumulations exceeding 2 feet in depth, particularly at major drain crossings.

- Steinbach Lift Station 1 is located on Park Rd W and pumps all wastewater collected from the City’s sanitary wastewater system to its wastewater lagoon. This lift station has automated

pumps and remote monitoring systems to assist in its operation however City staff also complete regular daily in-person monitoring, operation, and maintenance at the site.

- Staff were called out and onsite at Lift Station 1 on September 12, 2025 beginning at 12:00 am to manage the station operations both during and after the storm event.
- The Lift Station 1 storm water pump activated at 12:12am with maximum pumping capacity reached by 1:00 am. The storm water pump was shut down at 7:54 pm with the operating levels at the station returning to normal by 8:20 pm. The maximum system flow rate was recorded at the station at 3:20 am and reached 465 l/s. The rated maximum capacity of the storm water pump is 434 l/s.
- Lift Station 1 equipment and systems were fully functional before, during and after the storm of September 11 & 12, 2025
- All other City lift stations were fully operational before, during and after the storm
- The City has been notified by several dozen Steinbach property owners to advise of water infiltration in basements both during and after the storm. Detailed information as to the circumstances of the private property flooding is not known however causes could be the result of several factors such as overland flows through windows, infiltration from basement floor drains, failure of wastewater backup prevention devices, inadequate sump pump capacity, infiltration through basement plumbing fixtures, or any combination of the above.
- The TG Smith Arena was affected by overland flooding during the storm and as a result, the ice surface was lost. Ice restoration is in progress and the rink is anticipated to have its ice surface re-established and re-opened to users by September 24, 2025.
- Based on the City's landfill site entry records, demolition debris consistent with storm damaged material from dozens of properties from across the City has been deposited since September 12, 2025.
- The most intense periods of the storm occurred overnight from September 11 to September 12, 2025. The City's operations employees were generally available for duty and were called in outside of normal working hours and allocated as necessary to respond to a variety of storm impact mitigation efforts both during and after the event.
- Despite the City's observations that drainage and wastewater systems were fully functional and operating at capacity, the unusual and unexpected volume of storm water significantly exceeded the design limits of the City's infrastructure and facilities. According to the City's understanding, the rainfall intensity and volume exceeded a 1-in-100-year storm event, far beyond the reasonable planning level for underground pipes and typical major

drainage controls. During storms of this magnitude, overland flow (water moving along streets and low areas) can occur even when infrastructure is operating at full capacity. In many locations the storm's intensity is likely to have contributed to the impacts on private properties.

- From 2021 to 2023 the City conducted modeling of its wastewater system to assess its capacity to address both short term growth needs and to plan for long term development opportunities in the City. The City's construction program to improve wastewater infrastructure has been in place for decades, and it incorporated the modeling information into the annual wastewater infrastructure capital improvement programming. This resulted in the completed projects to improve the Loewen Blvd Lift Station 2, the Loewen Blvd sewer mains, the PTH 12 N sewer main and includes the recommended 2026 improvements to the Millwork Dr sewer main, the Park Road W sewer force main, and the Park Road W Lift Station.
- City Council approved funding for the completion of a climate adaptation and mitigation planning project in the City's 2025 budget. This plan will highlight recommended steps the City may implement to improve the climate resiliency of its infrastructure and services. This project was started in spring 2025, is currently underway, and is expected to be completed by the spring of 2026.
- The City has been in contact with Manitoba Emergency Measures Organization since the event regarding the provincial Disaster Financial Assistance program and has publicized information about the EMO's storm damage cost recovery program that may be available for affected property owners. This information is available on the City's website and social media channels.
- Administration will continue to assess the available information resulting from this event and along with information about other community needs, present this information to City Council to consider its relevance in any future planning of the City's infrastructure network, project budget approvals, policy development, or for the planning of future developments.

MEMO

September 16, 2025

To: Steinbach City Council

From: Troy Warkentin, City Manager

Re: Proposed Operating Agreement between the U18 Eastman Selects Male Hockey Team and the Southeast Events Group Inc.

Under the terms of the operating agreement in place between the City of Steinbach and the Southeast Events Group Inc. (SEG), Article 11 speaks to the requirement of the City to approve of and to be signatory to any proposed user agreement where the user will be provided with exclusive occupancy of any portion of the event centre for periods exceeding 14 days duration.

SEG has proposed to enter into such an agreement, a copy of which is attached to this report for Council's consideration.

City administration has reviewed the proposed agreement, which resulted in a short list of requested clarifications of the terms. SEG has responded accordingly as per the comments below as highlighted in yellow:

1. The potential impact on access to ice in the SEC for local or minor sports programming. Will the rentals to the Selects impact the ice allocations to minor sports/local groups? How will SEC ensure the ice allocation policy requirements and the operating agreement requirements respecting impacts on minor sports will be met?

The Selects agreement has not impacted local or minor sports. Groups have been allocated their ice times based on original requests and SEC continues to be flexible with additional slots if required. SEC is in compliance with the ice allocation policy, considering minor sports a priority. Having 2 ice surfaces in operation, assists with demand as SEC can meet the needs of minor sports user groups under the terms of the operating agreement. We have surplus ice available and have not met the original budgets usage amount, renting to groups like this help close the gap.

2. Under "Usage Terms", the agreement notes that SEC may use the Team dressing room when on road trips. What about access during the off season or during whole facility events like the GSOC? There also does not appear to be clear language that describes how the Team has exclusive use of the change room/cage room (subject to exclusions).

The team does not have exclusive use of the dressing room. That is their temporary coach office as the centre does not have a permanent office space available. Selects can use dressing room 1 pre/post games/practices and anything moved into the dressing room, must be relocated to their cage – permanent location. As the season progresses, they may decide to use the cage only.

3. Under "Fees", the quoted rental rate is the non-prime rate. The City's Ice Allocation Policy would require teams the Selects to pay Prime rate for usage. The Agreement does not identify the rates may be subject to change. This may have negative impacts on SEC revenues as the term of the Agreement is for 5 years. Similar comments re: the cage 16 storage rental. The proposed term for the Team is not aligned with the term of the operating agreement.

The note identifying the agreement will be reviewed yearly covers this concern. SEC receives a minimum revenue of \$500 per ticketed game – 24 home games, \$12K/year. In addition, the facility policy states that no outside food or drink are permitted for ticketed events, so SEC will also capitalize on food & beverage during Selects games. This offsets the non-prime rate vs. prime rate. This is a key initiative that SEC has identified to draw revenue from non-local user groups.

BUDGET PROPOSED – June 2025

Practices	30 Weeks	3 Hours Per Week	\$13,500 at non-prime (\$150)
Games	15 Home Games	15 Game Blocks	\$6,300 at \$420 per
Gate	15 Games at 200 per	\$5 per Ticket	\$15,000 per season
Food & Beverage	3000 Fans per season	\$5 per cap	\$15,000 per season
Facility Rental	Office space and Cage	\$5,000	
			\$54.8000
Plus potential additional revenue	Banquet Meeting Rooms		

BUDGET UPDATED – September 2025

Practices	30 weeks	3 hours per week	\$13,500 at non-prime (\$150)
Games	24 home games	24 game blocks	\$10,080 at \$420 per
Gate	24 games @ 200 fans per	\$2.50 per ticket	\$12,000 per season (min)
Food & Beverage	200x24=4800 fans per	\$5 spend per	\$24,000 per season
Facility Rental	nothing		
			\$59,580 minimum annual revenue
Plus potential additional revenue	banquet meeting rooms		

The proposed agreement is dated September 10, 2025 with the current document prepared and executed between the Eastman Selects and the Southeast Event Centre. This document does not include the City of Steinbach as a signatory however, an acceptable alternative is attached for Council's consideration, being a Memorandum of Understanding, which would meet the requirements/provisions the Operating Agreement between the City and SEG.

The recommendation from administration is that City Council ratify the proposed operating agreement between the Eastman Selects and the Southeast Event Centre as proposed, subject to the execution of the proposed Memorandum of Understanding between all parties.

September 2025

Operating Agreement

This Operating Agreement is made and entered into by and between Eastman Selects U18AAA Hockey Team (hereinafter referred to as 'Team') and the Southeast Event Centre (hereinafter referred to as 'Facility'). The purpose of this agreement is to outline the responsibilities, usage terms, scheduling, fees, code of conduct and facility policies governing the Team's use of the Facility.

Responsibilities

- The Team shall be responsible for ensuring all players, coaches, and staff adhere to Facility policies, procedures, safety, and code of conduct regulations.
 - All patrons enter and participate at their own risk. The Facility is not responsible for any loss, injury, theft or damage to persons or property occurring on the premises.
 - Skateboards, rollerblades, scooters, or any other recreational wheeled devices are prohibited.
 - Trained service animals are welcome. Pets prohibited.
 - Outside food or beverage for ticketed events is prohibited.
 - Outside alcohol prohibited.
 - No smoking within 50 feet of building entrance as per City of Steinbach by-law no. 1908.
 - No smoking or vaping is permitted within the facility. Designated outdoor areas only.
 - Playing with sticks mini sticks balls or other objects outside the ice surface is prohibited.
 - Adult supervision of youth/children on the premises is required.
- The Facility shall provide access to ice time, locker rooms, and other amenities as agreed upon.
- Both parties shall maintain appropriate insurance coverage for their respective operations.

Usage Terms

- The Team shall have access to the Facility for practices, games, and other approved events during the agreed-upon season.
- Usage shall be limited to the dates and times specified in the scheduling section of this agreement.
 - During the playoff period, ice booking shall reflect the number of games required to determine a series winner, and unused slots may be released with a 48 hour notice without penalty to the Team.
 - Any additional usage must be approved in writing by the Facility management.
- SEC retains the right to utilize the Team dressing room when on road trips with proper notice provided.

Scheduling

- The Facility shall confirm availability and finalize the schedule in coordination with other user groups.
- Changes to the schedule must be communicated and approved at least 7 days in advance.
- The Facility, acting reasonable, reserves the right to change or cancel any or all booked time and the Team has no claim for losses, damages, or compensation of any time. Time may be reallocated when convenient and agreed to by both parties.

Fees

- The Team agrees to pay rental fees for ice time and facility usage. Non-prime rate of \$150/hour plus applicable tax.



SOUTHEAST EVENT CENTRE

Fuelled By Pork



- The Team agrees to pay annual cage 16 storage rental usage fee of \$240.00 plus applicable taxes. Cage 16 will be used for permanent storage.
 - Includes one lock and two keys. Replacement key charge is \$50 plus applicable tax. Replacement lock charge is \$100 plus applicable tax.
 - Please refrain from hanging items from fire suppression and keep this area clear.
- No charge;
 - Team Room – Dressing Room 2
 - Coaches Room – Dressing Room 1 (non-permanent). Coaches will have access to dressing room 1 before and after games and practices. On occasion, a secondary location may be required.
- As per Letter of Intent, SEC will allocate:
 - Three hours of practice ice per week
 - Twenty-four home games
 - Playoff games as necessary
- The cancellation of ice will be ten full days in advance for refund. Non-refundable with less than ten days' notice.
- If the facility closes or travel is deemed unsafe and/or highway closures apply as per Manitoba 511, cancellations are accepted without penalty with **a minimum 2 hour notice**.
- Payment shall be made monthly, with invoices issued by the Facility. Due on receipt.
- Late payments may incur additional charges as specified by Facility policy.
- All fit-up costs for the dressing room and coaches' room will be borne by the Team. Approval required from the Facility prior to installation. Upon termination of agreement, the dressing room shall return to its original state.

Facility Policies

- All users of the Team must comply with safety, cleanliness, and code of conduct standards set by the Facility. Failure to do so may jeopardize future ice times.
 - Dressing room and coaches' rooms must remain in the condition in which they are found.
- The Facility reserves the right to suspend access for violations of policy.
- The Team will be responsible for costs associated with property damage to the Facility, including but not limited to clean-up, maintenance, replacement, and repairs.
- Writing/doodling, placing of any adhesive product on equipment, furnishings, walls, doors, or floors within the centre is prohibited.

Terms and Termination

- This agreement shall be effective for five years starting from the 2025/2026 season, unless terminated earlier by mutual consent. A 90-day notice period is required.
- The Facility and the Team will meet annually to review the agreement.
- Upon termination, all outstanding fees must be settled within 15 days.

Tickets

- The Team will administer the collection of ticket revenue and tender payment of sales. Parent and scouts exempt.
- The Facility will collect a 25% fee on the base ticket price of \$10 with a minimum of \$500 per game to be remitted to SEC.
 - Fee structure of 25% applies to playoff tickets if the base price exceeds \$10.

50/50 Raffles

- Team raffles are permitted in accordance with the Liquor, Gaming, Cannabis Association guidelines of Manitoba permitting. The Team collects all revenue from raffles.

Multi-Purpose Meeting Rooms

- The Facility rental rates apply.

Guidelines/Code of Conduct

- Designated area signage will indicate seating for supporters and fans.
- The Facility has the right to refuse an entry based upon policy, procedure and code of conduct practices.
- The Facility reserves the right to terminate a game, practice or event due to Code of Conduct violation without reimbursement.
- The Facility is not responsible for any damage to or loss of equipment, displays, goods, or belongings of the Team brought into the facility.
- The Team shall abide by and conform to all municipal by-laws, rules and regulation and all provincial and federal legislation relating to the occupancy and use of the Facility.
- The Team waives and releases any and all claims which the Team has or may in the future have against the Facility and its affiliates, and their respective directors, officers, employees, agents, representatives, members, successors, and assigns (collectively "Releasees"), on account of any injury, death, or property damage arising out of or attributable to any cause breach of any statutory or other duty of care owing under occupiers liability legislation or otherwise. The Team agrees and covenants not to make or bring any such claim against the Facility or any other Releasee, and forever releases and discharges the Facility and all other Releasee from liability under such claims.
- The rights granted to the Team under this Agreement shall not be transferred or assigned in any way without the Facility's prior written consent.
- This Agreement is binding on and shall enure to the benefit of the parties and their heir, successors, assigns, executors, and agents.

Signatures

IN WITNESS WHEREOF, the parties have executed this Operating Agreement as of the date below.

Eastman Selects U18AAA Representative:

Name: Dan Gilbertson
Title: Director
Date: September 10, 2025

Signature:



Southeast Event Centre Representative:

Name: Michelle Bezditny
Title: Interim General Manager
Date: September 10, 2025



**SOUTHEAST
EVENT CENTRE**
Fuelled By Pork



Signature:

THIS MEMORANDUM OF UNDERSTANDING made as of the _____ of _____, 2025.

BETWEEN:

U18 EASTMAN SELECTS MALE

a hockey team existing under the authority of the constitution of
the Eastman Minor Hockey Association and the
Eastman Selects Regional Teams By-Laws and Policies
(the "**Tenant**")

- and -

THE CITY OF STEINBACH

a corporation existing under the laws
of the Province of Manitoba
(the "**City**")

- and -

SOUTHEAST EVENTS GROUP INC.

a corporation existing under the laws
of the Province of Manitoba
(the "**SEG**")

WHEREAS the City is the owner of the Southeast Event Centre, in the City of Steinbach, in the Province of Manitoba (the "**Centre**");

AND WHEREAS by way of an operating agreement between the City and SEG dated January 9, 2025 (the "**Operating Agreement**"), the City vested SEG with primary responsibility for the day to day operation of the Centre;

AND WHEREAS it is a condition of the Operating Agreement that for any lease of space within the Centre, the City shall be the landlord in the lease agreement, and the City shall consent to the terms and conditions of any proposed lease agreement before the document is finalized;

AND WHEREAS by way of an operating agreement between SEG and the Tenant dated September 10, 2025 (the "**ES Agreement**"), SEG agreed to lease space within the Centre to the Tenant, without first consulting the City about the terms of the Agreement;

AND WHEREAS the parties hereto enter into this binding Memorandum of Understanding (the "**MOU**") to establish further terms for the Tenant's lease of space within the Centre and to expand upon the terms contained in the ES Agreement;

NOW THEREFORE the parties agree as follows:

1. The preamble above shall form an integral part of this MOU.
2. This MOU shall be a binding legal document, which is binding upon the parties hereto along with their successors and permitted assigns. The Tenant further agrees that it is subject to

all of the terms and conditions of the Operating Agreement, to the extent they apply to a Tenant in the Centre.

3. The Tenant agrees at all times that its lease of space within the Centre, its operations within the Centre, and the ES Agreement as a whole shall all be subject to the terms of this MOU and the Operating Agreement. To the extent there is an inconsistency between the ES Agreement and either the Operating Agreement or this MOU, the Operating Agreement or the MOU (as the case may be) shall be paramount over the ES Agreement.
4. Subject to the further terms contained within this MOU, the City hereby ratifies the ES Agreement and consents to the terms thereof. The Tenant and SEG agree that any future amendment of the ES Agreement shall require the prior written consent of the City, which is not to be unreasonably withheld.
5. The Tenant shall, during the term of its lease of space in the Centre, and during any renewal or extension thereof, at its sole cost and expense, take out and keep in full force and effect the following insurance:
 - (i) fire insurance with extended coverage endorsement including sprinkler leakage (where applicable), covering all leasehold improvements made or installed by or on behalf of the Tenant, as well as the Tenant's own personal property, all in an amount equal to the full replacement value thereof;
 - (ii) commercial general liability insurance with a limit of not less than \$2,000,000.00 per occurrence.
6. All policies of insurance obtained by the Tenant shall be upon terms and with insurers that are satisfactory to the City. The Tenant will furnish to the City copies of all policies, or insurance certificates in lieu thereof, and will provide written notice of the continuation of such policies not less than ten (10) days prior to their respective expiry dates. The Tenant will pay the premium for each policy. If the Tenant fails to purchase or keep in force such insurance the City may but shall not be obligated to affect such insurance, the cost thereof being recoverable from the Tenant forthwith on demand as additional rent.
7. The Tenant shall cause each of its insurance policies to contain an undertaking by the insurer(s) to notify the City at least thirty (30) days prior to cancellation or any other change material to the City's interests. The liability policy listed in paragraph 5(ii) above shall include cross liability and severability of interest clauses. The policies listed in paragraphs 5 above shall include the City as an additional named insured. The Tenant shall obtain a waiver of subrogation clause with respect to the City from its insurer(s).
8. The Tenant shall not store or bring on the Centre any articles of an inflammable, combustible or dangerous nature or any articles whatsoever which may be prohibited by the standard form of fire insurance policy in force from time to time covering the Centre, and shall at all times keep the Centre in such condition as to comply with requirements and regulations of any appropriate Fire Underwriters Association. The Tenant shall keep and maintain in its leased space within the Centre all required safety appliances. The Tenant shall not do or permit to be done or omit or permit to be omitted upon the Centre anything which shall cause (a) the rate of insurance on the Centre, or any part thereof, to be increased, or (b) any insurance policy insuring the Centre, or any part thereof, or any other tenant of the Centre to be cancelled.

9. The City shall not be liable or responsible in any way for:
- (i) any personal or consequential injury of any nature whatsoever, that may be suffered or sustained by the Tenant or any employee, agent, invitee, licensee or customer of the Tenant or any other person who may be in or upon the Centre property; or
 - (ii) any loss or damage whatsoever, of or to any property belonging to the Tenant or to its employees or to any other person while such property is in or on the Centre property; or
 - (iii) any loss, damage or injury, whether direct or indirect, to persons or property or loss of income or revenue resulting from any failure, howsoever caused, in the supply of the utilities, services or facilities provided or to be provided or repairs made to or to be made to the Centre under any of the provisions of the Operating Agreement, the ES Agreement, this MOU, or otherwise.
10. The Tenant agrees and hereby covenants to indemnify the City and save it harmless from and against any and all loss, including loss of rent payable by the Tenant pursuant to this ES Agreement, claims, actions, damages, liability and expense in connection with any matters related to its use of the Centre, including without limiting the generality of the foregoing, loss of life, personal injury and or damage to property, arising from or out of any occurrence in, upon or at the Centre or the occupancy or use by the Tenant of the Centre, arising from any breach, violation, or non-performance by the Tenant of any covenant, condition or agreement set forth in this MOU or the ES Agreement, or occasioned wholly or in part by any act or omission of the Tenant, its agents, contractors, employees, servants, licensees or concessionaires or invitees or by anyone permitted to be on the Centre by the Tenant or by other persons for whom it may be responsible. In case the City shall be made a party to any litigation commenced by or against the Tenant with regard to the foregoing, then the Tenant shall protect and hold the City harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by the City in connection with such litigation. The Tenant shall also pay all costs, expenses and reasonable legal fees that may be incurred or paid by the City in enforcing the covenants and agreements in this MOU, unless a court shall otherwise award. Such indemnification shall survive any termination of this MOU or the ES Agreement, anything in this MOU to the contrary notwithstanding.
11. The Tenant covenants and agrees that it shall promptly, at its sole cost and expense, comply with and observe the requirements of all statutes, by-laws, laws, ordinances, regulations and orders at any time in force during the term of the ES Agreement, and any renewal or extension thereof, which are applicable to the Tenant or the condition, maintenance, use, occupation, alterations, additions, changes, substitutions, repairs, or replacements of or to the Centre, including any regulation, order or requirement of the Canadian Fire Underwriters Association or of any successor body having similar functions and of any liability or fire insurance company by which the City and the Tenant or either of them may be insured at any time during the term of the ES Agreement, or any renewal or extension thereof, whether or not such statute, bylaw, law, regulation, ordinance or order be of a kind now existing or within the contemplation of the City or the Tenant. In so doing, the Tenant shall be required at its expense to make any necessary alterations, repairs, additions or deletions in, on or to the Centre or to any equipment, machinery or other

facilities in, on, upon or used in connection with or appurtenant to the Centre or any part thereof.

12. The Tenant must not cause or permit any substance that is detrimental to the environment, plant or animal life, or human health (a "**Hazardous Substance**") to be brought upon, kept or used in or about the Centre without the prior written consent of the City, which consent may be unreasonably or arbitrarily withheld. If the Tenant creates or is permitted to bring to the Centre any Hazardous Substances or if the conduct of the Tenant's business causes there to be any Hazardous Substances in or at the Centre, then notwithstanding any rule of law to the contrary, such Hazardous Substances remain the sole and exclusive property of the Tenant and do not become the property of the City notwithstanding the degree of affixation to the Centre of the Hazardous Substances or the goods containing the Hazardous Substances, and notwithstanding the expiry or earlier termination of this MOU and the ES Agreement.
13. The Tenant will not assign this MOU nor the ES Agreement, in whole or in part, nor sublet all or any part of its leased space within the Centre, nor suffer or permit the occupation of all or any part thereof by others, without the prior written consent of the City in each instance, which consent is not to be unreasonably withheld or delayed. The consent by the City to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. If this MOU and the ES Agreement are to be assigned, or occupied by anybody other than the Tenant, the City or SEG may accept or collect rent from the assignee, subtenant or occupant, and apply the net amount collected to the rent owed by the Tenant, but no such acceptance or collection shall be deemed a waiver of this covenant or an acceptance of the assignee or subtenant as tenant or a release of the Tenant from the further performance by the Tenant of covenants on the part of the Tenant herein contained. Notwithstanding any assignment or sublease, the original Tenant shall remain jointly and severally liable and shall not be released from its obligation to perform any of the terms, covenants and conditions of this MOU and the ES Agreement. Further, the Tenant acknowledges and agrees that it shall be a condition of the City's consent to any assignment or sublet that the City shall be entitled to receive from the Tenant all monies paid or payable by the assignee or subtenant to the Tenant (including rent increases and other amounts paid or payable) as a condition of or as part of the assignment or sublet.
14. The City or its agents shall have the right to enter the Tenant's leased portion of the Centre at all times to examine same, and to show them to prospective lessees or mortgagees, and to make such repairs, alterations, improvements or additions to the Centre or any part thereof as the City may deem necessary or desirable, and the City shall be allowed to take all material into and upon the Tenant's leased portion of the Centre which may be required therefore without the same constituting a re-entry or an eviction of the Tenant in whole or in part and the rent payable by the Tenant shall not abate while said repairs, alterations, improvements or additions are being made due to loss or interruption of the business of the Tenant, or otherwise.
15. In the event of:
 - (i) any failure of the Tenant to pay any rent or other amounts due under the ES Agreement on the day or dates appointed for the payment thereof; or

- (ii) any failure of the Tenant to perform or observe any other of the terms, conditions or covenants of this ES Agreement or this MOU (other than such as relate to payment of rent or the terms, covenants or conditions set out in (iii) through (xii) below, for which no notice shall be required) to be performed or observed by the Tenant, provided the City of SEG shall have first given the Tenant five (5) days written notice of any such failure to perform, and the Tenant shall, within such period of five (5) days, have failed to commence diligently and thereafter to proceed diligently to cure any such failure to perform; or
- (iii) the Tenant or any agent of the Tenant falsifying any report required to be furnished to the City of SEG pursuant to the terms of this MOU or the ES Agreement;
- (iv) the Tenant becoming bankrupt or insolvent or taking the benefit of any act now or hereafter in force for bankrupt or insolvent debtors or filing any proposal or making any assignment for the benefit of creditors; or
- (v) a receiver being appointed for all or a portion of the property of the Tenant; or
- (vi) any application or petition or certificate or order being made or being granted for the winding-up or the dissolution of the Tenant voluntarily or otherwise; or
- (vii) without prior written consent of the City, the Tenant making a sale in bulk; or
- (viii) the Tenant abandoning or attempting to abandon the leased premises within the Centre or to remove its goods and chattels from the said premises so that there would not be sufficient goods subject to distress to satisfy all rents in arrears; or
- (ix) the Tenant suffering any of its assets being taken under any writ of execution, or being taken by attachment by any creditor of the Tenant, or under a bill of sale, chattel mortgage, security agreement, debenture or the like; or
- (x) a writ of execution or attachment issuing against the goods or chattels of the Tenant; or
- (xi) re-entry is permitted under any other terms of this MOU or the ES Agreement; or
- (xii) any insurance policy insuring any portion of the Centre is cancelled or revoked or is refused by reason of the use and occupation of the Centre by the Tenant;

then the City, besides any other rights or remedies it may have pursuant to this MOU or by law, shall have, to the extent permitted by law, the immediate right to re-enter and may remove all persons and property from the Tenant's leased premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of the Tenant, all without service of notice or resort to legal process and without the City, its servants or agents being guilty or being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby.

- 16. The Lease is constructed and governed by the laws of the Province of Manitoba.
- 17. Time is of the essence of this Lease and of every part thereof.

18. This MOU may be executed in counterparts, either originally or by way of electronic or facsimile transmission (each of which will be deemed to be an original) with the same effect as if all parties to this Agreement had signed the same document, and all counterparts will be construed together and constitute one and the same.

IN WITNESS WHEREOF the City has executed this MOU the ____ day of _____, 2025.

THE CITY OF STEINBACH

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

We have been authorized to bind the Corporation.

IN WITNESS WHEREOF SEG has executed this MOU the ____ day of _____, 2025.

SOUTHEAST EVENTS GROUP INC.

Per: _____
Authorized Signatory

I have been authorized to bind the Corporation.

IN WITNESS WHEREOF the Tenant has executed this MOU the ____ day of _____, 2025.

U18 EASTMAN SELECTS MALE

Per: _____
Authorized Signatory

I have been authorized to bind the Corporation.

Item 9C: Manitoba Gro Fund Grant Resolution

Moved: _____

Seconded: _____

WHEREAS the Manitoba Growth, Renewal and Opportunities for Municipalities program provides financial support to municipalities through shared priority projects;

AND WHEREAS immediate advancement and implementation of critical infrastructure projects under the themes of Renewal, Innovation and Climate Resiliency shall be eligible;

THEREFOR BE IT RESOLVED that the City of Steinbach submit the Outdoor pool renewal project and request grant funding of \$1,807,750.00 through the Manitoba Growth, Renewal and Opportunities for Municipalities Program (estimated total project cost \$3,615,5500.00);

BE IT FURTHER RESOLVED that Council for the City of Steinbach supports the project and commits to provide City funding of \$1,807,750.00 toward the project.

August 28, 2025

**Manitoba Government Announces
Early Intake For Manitoba Gro Program**

PORTAGE LA PRAIRIE—Applications are now being accepted for the 2025-26 Manitoba Growth, Renewal and Opportunities for Municipalities (Manitoba GRO) program earlier than last year, Municipal and Northern Relations Minister Glen Simard announced here today at the grand opening of Peony Farms Park, celebrating the completion of a new playground and recreation hub, which received \$93,892 in funding from last year's Manitoba GRO intake.

“The Manitoba government listened to municipalities that said an earlier intake for these grants would help plan upcoming budgets,” said Simard. “We remain committed to providing reliable, multi-year funding for Manitoba municipalities that are advancing critical infrastructure projects that support growing and sustainable communities in a manner that works for them. This year's grants will support initiatives focused on renewal, innovation and climate resiliency.”

Manitoba GRO provides municipalities outside of Winnipeg with grant funding for up to 50 per cent of total eligible costs for capital projects under the following investment categories:

- public safety, roads, bridges and active transportation;
- recreational and community infrastructure;
- multi-modal transportation; and
- solid waste management and organic diversion.

“The Association of Manitoba Municipalities (AMM) welcomes the provincial decision to open the Manitoba GRO program earlier than last year, a clear response to our advocacy and the feedback municipalities have provided on the importance of accelerating program timelines,” said Kathy Valentino, president, AMM. “Earlier openings not only help municipalities plan budgets with greater certainty but also

allows for shovels to be in the ground sooner and maximize Manitoba's short construction season."

Up to \$42 million will be granted through the 2025-26 intake, said the minister, noting the funding is being made available through the rural strategic infrastructure basket, delivered under the Strategic Municipal Investment Fund. The deadline to apply is Oct. 6 and all Manitoba municipalities outside Winnipeg are eligible to apply.

For more information, visit www.gov.mb.ca/mr/mfpp/mgro.html.

For more information:

- Public information, contact Manitoba Government Inquiry: mgi@gov.mb.ca or 1-866-626-4862 or 204-945-3744.
- Media requests for general information, contact Communications and Engagement: newsroom@gov.mb.ca.
- Media requests for ministerial comment, contact Cabinet Communications: cabcom@manitoba.ca.