

DELEGATED APPROVAL FORM
DIRECTOR, REAL ESTATE SERVICES
MANAGER, REAL ESTATE SERVICES

TRACKING NO.: 2022-258

Approved pursuant to the Delegated Authority contained in Article 2 of City of Toronto Municipal Code Chapter 213, Real Property

Prepared By:	Allan Mak	Division:	Corporate Real Estate Management
Date Prepared	November 28, 2022	Phone No.:	416-392-8159

Purpose	To obtain authority to enter into a non-exclusive license agreement (the " License Agreement ") with DUKE Heights BIA (the " Licensee ") with respect to an area comprising of approximately 1,932 square feet of outdoor space (the " Licensed Area ") on the lands and premises municipally known as 1026 Finch Avenue West, Toronto (the " Property ") for the purpose of installing, maintaining, and repairing a sign made of illuminated coloured architectural glass panels, informational panels, and seating areas.
Property	The Property municipally known as 1026 Finch Avenue West, Toronto, as shown on the Location Map in Appendix "B".
Actions	1. Authority be granted to enter into the License Agreement with the Licensee, substantially on the major terms and conditions set out in Appendix "A", and including such other terms as deemed appropriate by the approving authority herein, and in a form satisfactory to the City Solicitor.
Financial Impact	<p>The City will receive licence fee revenues per annum totalling \$164,245.00 over the term, as listed in Appendix "A". All amounts are subject to HST.</p> <p>Revenues will be directed to the 2022 Council Approved Operating Budget for Corporate Real Estate Management under cost centre FA1379, and will be included in future year operating budget submissions for Council consideration.</p> <p>The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial implications as identified in the Financial Impact section.</p>
Comments	<p>The Licensee, through its contractor, has built a freestanding sign structure adjacent to existing City infrastructure, a tower which Staff understand is no longer in use (the "City Tower"). The sign structure is secured to the ground using concrete footings, is self-supported, has glass panels with DUKE branding, and lighting to illuminate the sign as well as the City Tower during the night (the "Sign"). In addition, the Licensee will install information panel which will also be illuminated in the night, seating areas and a concrete pad that will allow the public to walk up from the existing sidewalk up to the Sign. The Sign does not touch the City Tower. Only the vertical linear LED strip lights will be touching the vertical legs of the City Tower per the drawing shown in Appendix "C".</p> <p>The Licensee has erected this free standing structure in order to provide better visibility to the area and the BIA. The Sign will serve as a branding focal point for the Licensee, further strengthening the area as a BIA business district and fulfilling their mandate to oversee the improvement, beautification and maintenance of municipally-owned land, buildings and structures in the business improvement area.</p> <p>City staff consider the Licence Agreement to be fair and reasonable to both parties.</p>
Terms	Please see page 4: Appendix "A" for the major terms and conditions of the License Agreement

Property Details	Ward:	York Centre
	Assessment Roll No.:	
	Approximate Size:	
	Approximate Area:	179.49 m ² ± (1,932.00 ft ² ±)
	Other Information:	

A.	Manager, Real Estate Services has approval authority for:	Director, Real Estate Services has approval authority for:
<p>1. Acquisitions:</p> <p>2A. Expropriations Where City is Expropriating Authority:</p> <p>2B. Expropriations For Transit-Related Purposes Where City is Property Owner or Has Interest in Property Being Expropriated:</p> <p>3. Issuance of RFPs/REOIs:</p> <p>4. Permanent Highway Closures:</p> <p>5. Transfer of Operational Management to Divisions, Agencies and Corporations:</p> <p>6. Limiting Distance Agreements:</p> <p>7. Disposals (including Leases of 21 years or more):</p> <p>8. Exchange of land in Green Space System & Parks & Open Space Areas of Official Plan:</p> <p>9. Leases/Licences (City as Landlord/Licensors):</p> <p>10. Leases/Licences (City as Tenant/Licensee):</p> <p>11. Easements (City as Grantor):</p> <p>12. Easements (City as Grantee):</p> <p>13. Revisions to Council Decisions in Real Estate Matters:</p> <p>14. Miscellaneous:</p>	<p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.</p> <p><input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.</p> <p><input type="checkbox"/> (b) Request Hearings of Necessity.</p> <p><input type="checkbox"/> (c) Waive Hearings of Necessity.</p> <p>Delegated to more senior positions.</p> <p>Delegated to more senior positions.</p> <p>Delegated to more senior positions.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p>Delegated to more senior positions.</p> <p><input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$50,000.</p> <p><input type="checkbox"/> (b) Where compensation is less than market value, for periods not exceeding three (3) months, including licences for environmental assessments and/or testing, etc.</p> <p>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$50,000.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p>Delegated to more senior positions.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p>Delegated to more senior positions.</p> <p>Delegated to more senior positions.</p>	<p><input type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.</p> <p><input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.</p> <p><input type="checkbox"/> (b) Request Hearings of Necessity.</p> <p><input type="checkbox"/> (c) Waive Hearings of Necessity.</p> <p><input type="checkbox"/> Issuance of RFPs/REOIs.</p> <p><input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.</p> <p>Delegated to more senior positions.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> Exchange of land in Green Space System and Parks and Open Space Areas of Official Plan.</p> <p><input checked="" type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$1 Million.</p> <p><input type="checkbox"/> (b) Where compensation is less than market value, for periods not exceeding six (6) months, including licences for environmental assessments and/or testing, etc.</p> <p>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$1 Million.</p> <p><input type="checkbox"/> (a) Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> (b) When closing roads, easements to pre-existing utilities for nominal consideration.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (U)).</p> <p><input type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences</p> <p><input type="checkbox"/> (b) Releases/Discharges</p> <p><input type="checkbox"/> (c) Surrenders/Abandonments</p> <p><input type="checkbox"/> (d) Enforcements/Terminations</p> <p><input type="checkbox"/> (e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppel Certificates</p> <p><input type="checkbox"/> (f) Objections/Waivers/Cautions</p> <p><input type="checkbox"/> (g) Notices of Lease and Sublease</p> <p><input type="checkbox"/> (h) Consent to regulatory applications by City, as owner</p> <p><input type="checkbox"/> (i) Consent to assignment of Agreement of Purchase/Sale; Direction re Title</p> <p><input type="checkbox"/> (j) Documentation relating to Land Titles applications</p> <p><input type="checkbox"/> (k) Correcting/Quit Claim Transfer/Deeds</p>

B. Director, Real Estate Services and Manager, Real Estate Services each has signing authority on behalf of the City for:

- Documents required to implement matters for which each position also has delegated approval authority.
- Expropriation Applications and Notices following Council approval of expropriation (Managers whose position includes responsibility for implementing Council-approved expropriations are the only Managers with such signing authority).

Director, Real Estate Services also has signing authority on behalf of the City for:

- Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.
- Community Space Tenancy Leases approved by delegated authority by the Deputy City Manager, Corporate Services and any related documents.

Pre-Condition to Approval

Complies with General Conditions in Appendix B of City of Toronto Municipal Code Chapter 213, Real Property

Consultation with Councillor(s)

Councillor:	Councillor James Pasternak	Councillor:	
Contact Name:	Aytakin Mohammadi, Chief of Staff	Contact Name:	
Contacted by:	Phone <input type="checkbox"/> X E-Mail <input type="checkbox"/> Memo <input type="checkbox"/> Other <input type="checkbox"/>	Contacted by:	Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Memo <input type="checkbox"/> Other <input type="checkbox"/>
Comments:	No Objection (November 25, 2022)	Comments:	

Consultation with Divisions and/or Agencies

Division:	Toronto Water	Division:	Financial Planning
Contact Name:	Darren Delorey (Supervisor Facility Management) William Shea (Director Distribution & Collection)	Contact Name:	Filisha Jenkins
Comments:	No Objection (November 28, 2022)	Comments:	Comments Incorporated (November 28, 2022)

Legal Services Division Contact

Contact Name: Rebecca Hartley (October 24, 2022)

DAF Tracking No.: 2022-258	Date	Signature
Concurred with by: Manager, Real Estate Services		X
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services Van Hua	Nov. 29, 2022	Signed by Van Hua
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea	Nov. 29, 2022	Signed by Alison Folosea

Appendix "A" – Term Sheet**Licensor:** City of Toronto**Licensee:** DUKE Heights BIA**Licensed Area:** The portion of the City Lands shown within the yellow outline in Appendix "B"**Terms and Conditions of the Licence Agreement:**

1. **Term:** A period of Twenty-Five (25) Years commencing December 1, 2022.
2. **Permitted Use:** To install a free standing sign structure and various complementary elements, including concrete pad, seating area & information panels.
3. **Licence Fee:** The license fees attributable to each calendar year is listed below:

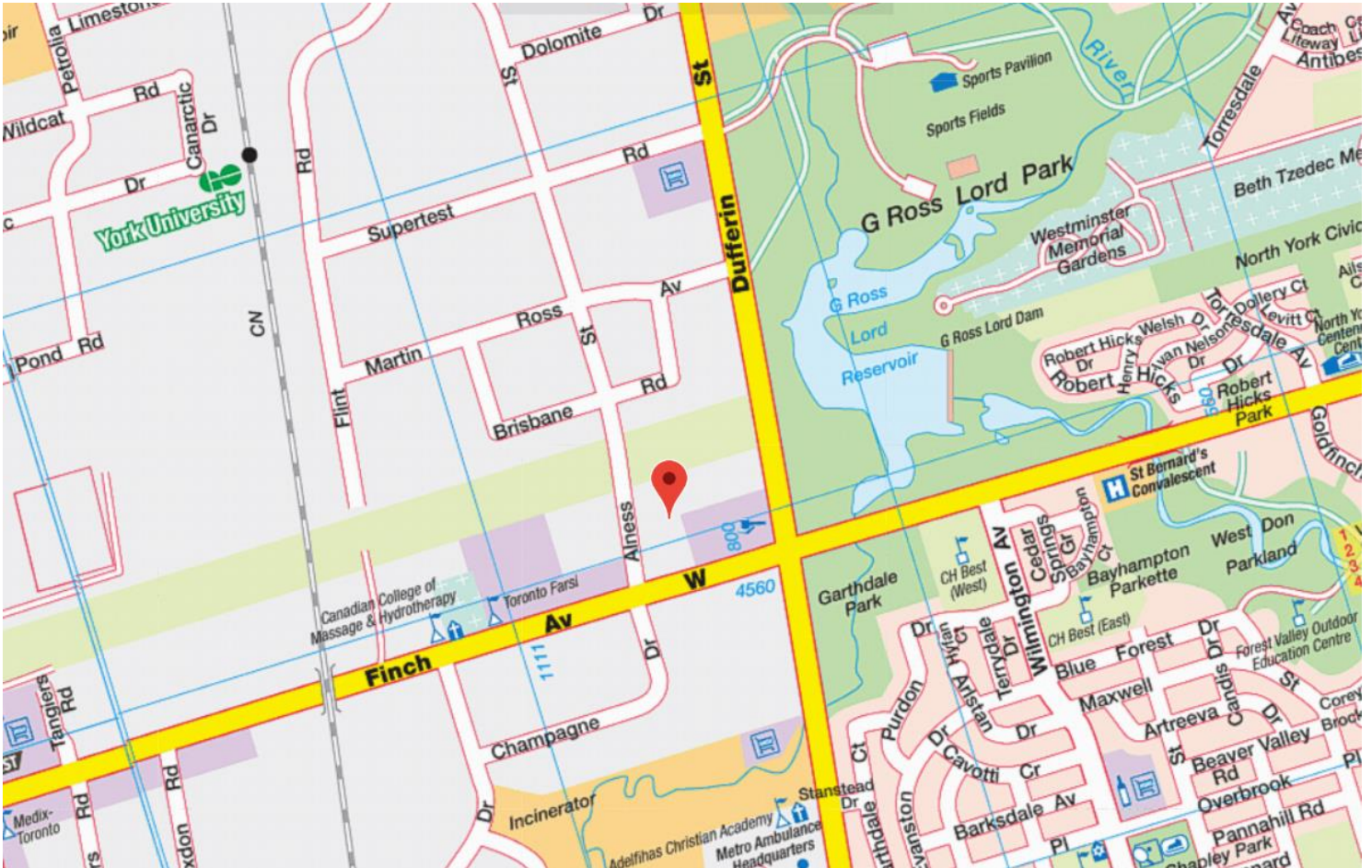
Year	Total Fee	Cumulative Fees
2022	\$ 441.67	\$ 441.67
2023	\$ 5,300.00	\$ 5,741.67
2024	\$ 5,300.00	\$ 11,041.67
2025	\$ 5,300.00	\$ 16,341.67
2026	\$ 5,344.17	\$ 21,685.83
2027	\$ 5,830.00	\$ 27,515.83
2028	\$ 5,830.00	\$ 33,345.83
2029	\$ 5,830.00	\$ 39,175.83
2030	\$ 5,830.00	\$ 45,005.83
2031	\$ 5,878.58	\$ 50,884.42
2032	\$ 6,413.00	\$ 57,297.42
2033	\$ 6,413.00	\$ 63,710.42
2034	\$ 6,413.00	\$ 70,123.42
2035	\$ 6,413.00	\$ 76,536.42
2036	\$ 6,466.42	\$ 83,002.83
2037	\$ 7,054.00	\$ 90,056.83
2038	\$ 7,054.00	\$ 97,110.83
2039	\$ 7,054.00	\$ 104,164.83
2040	\$ 7,054.00	\$ 111,218.83
2041	\$ 7,112.83	\$ 118,331.67
2042	\$ 7,760.00	\$ 126,091.67
2043	\$ 7,760.00	\$ 133,851.67
2044	\$ 7,760.00	\$ 141,611.67
2045	\$ 7,760.00	\$ 149,371.67
2046	\$ 7,760.00	\$ 157,131.67
2047	\$ 7,113.33	\$ 164,245.00

It is intended that the Licence granted by the City is a "net" licence to the Licensee City and that the Licensee is responsible for all operating costs, utility costs, except where otherwise provided by the terms of this Agreement. The City will pay for applicable realty taxes.

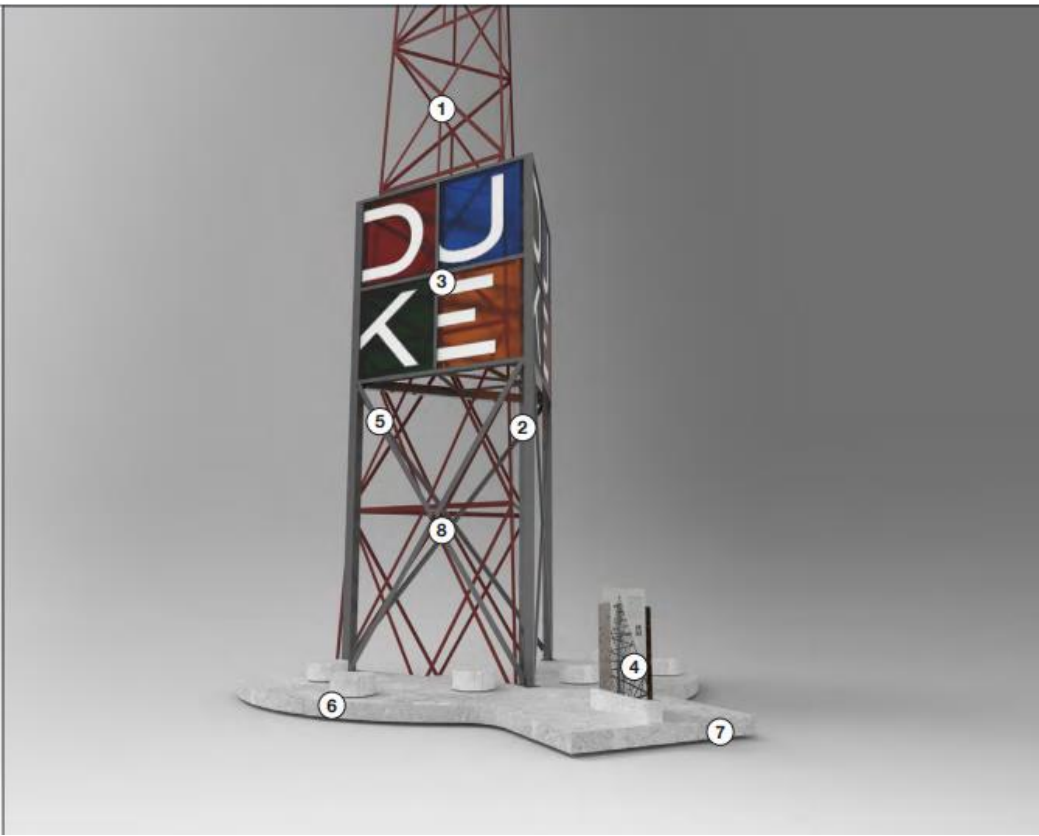
4. **Utilities:** The Licensee will pay Toronto Hydro directly. Toronto Hydro has installed a new hydro meter adjacent to the City tower.
5. **Repairs to City Tower:** Engineers inspected the City tower and determined work was required to maintain the structural integrity of the tower. DUKE Heights BIA will spend an estimated \$20,000 to repair the City Tower, not including the antenna at the top of the tower. The City Tower will also be maintained annually during inspections.
6. **Repairs to the Freestanding Structure:** The Licensee will be responsible for the annual repair, inspection and cleaning of its installations and of the City Tower, up to but not including the antennae. During the annual inspection any lighting or damaged elements will be assessed for repair.
7. **Repair & Maintenance of the Concrete Pad, Seating Area & Information Panels:** The aforementioned elements will be maintained during annual inspections.
8. **Restoration:** Upon the expiry or termination of the Licence for any reason whatsoever, the Licensee shall immediately, at its sole cost and expense and to the satisfaction of the City Designate, acting reasonably, restore the Licensed Area to a condition as close as is practicable to its condition prior to occupation by the Licensee, including the removal of the BIA Elements; and leave the Licensed Area clean, tidy, and in good repair.
9. **Insurance:** The Licensee's contractors will be required to maintain Commercial General Liability Insurance which has inclusive limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence per the requirement within the License Agreement.
10. **Indemnity:** The Licensee shall indemnify and save harmless the City from any claims arising from the License Agreement.

Appendix "B" - Location Map

Municipal Address: 1026 Finch Avenue West, Toronto, Ontario



Appendix "C" – Design of Structure / Signage



FINAL DESIGN

A freestanding sign structure that commemorates the history of the radio mast by providing a public gathering area that reinforces the DUKE Heights BIA brand and educates visitors through informational panels. LED lighting systems will be added to the design to create an engaging presence in the evening hours.

1. Existing radio mast
2. New self-supported structure built around the radio mast
3. Coloured architectural glass panels with Duke branding
4. Information panels describing the history of the radio mast
5. New structure allows for lighting elements to illuminate the tower.
6. Seating areas
7. Concrete pad that leads people from the existing sidewalk to the tower.
8. Additional cross bracing for support.



FINAL DESIGN

In-situ view