

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

**TRACKING NO.: 2023-161**

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

|                |               |            |                                  |
|----------------|---------------|------------|----------------------------------|
| Prepared By:   | Myron Menezes | Division:  | Corporate Real Estate Management |
| Date Prepared: | June 7, 2023  | Phone No.: | 416-338-3586                     |

**Purpose** To obtain authority to enter into a lease agreement (the "Lease") with Landa Kennedy Office Limited Partnership, by its general partner, Landa Kennedy Office GP LTD. (the "Landlord") with respect to Suite 405 in the property municipally known as 2075 Kennedy Road, Toronto (the "Property"), for the purpose of a wellness centre and general office purposes for Toronto Police Services.

**Property** Suite 405 located in the property municipally known as 2075 Kennedy Road, Toronto, which comprises approximately 2,709 square feet of space (the "Leased Premises"), as shown on the Location Map in Appendix "B" and the Floor Plan in Appendix "C".

**Actions** 1. Authority be granted to enter into the Lease with the Landlord, substantially on the major terms and conditions set out in Appendix "A", and on such other terms as deemed appropriate by the approving authority herein, and in a form satisfactory to the City Solicitor.

**Financial Impact** *The total estimated cost to the City for the Lease is approximately \$459,718.73 (plus HST) or \$467,809.78 (net of HST recoveries).*

*Funding is available in the 2023 Council Approved Operating Budget for Toronto Police Services under cost centre PLOCHAD 4530, and will be included in future Operating Budget submissions for Council consideration.*

| Fiscal Year  | Term / Period               | Total Expenditures (net of HST) | Total Expenditures (net of HST recoveries) |
|--------------|-----------------------------|---------------------------------|--|
| 2023         | June 2023 - Dec 2023        | 50,805.04                       | 51,699.21                                  |
| 2024         | Jan 2024 - Dec 2024         | 88,479.04                       | 90,036.28                                  |
| 2025         | Jan 2025 - Dec 2025         | 90,871.23                       | 92,470.56                                  |
| 2026         | Jan 2026 - Dec 2026         | 93,327.05                       | 94,969.60                                  |
| 2027         | Jan 2027 - Dec 2027         | 95,854.09                       | 97,541.12                                  |
| 2028         | Jan 2028 - May 2028         | 40,382.28                       | 41,093.01                                  |
| <b>Total</b> | June 1, 2023 - May 31, 2028 | <b>\$ 459,718.73</b>            | <b>\$ 467,809.78</b>                       |

The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information.

**Comments** The Leased Premises is located within a catchment area identified by Toronto Police Services as requiring additional wellness centers to meet the demand. From a strategic perspective, CreateTO and ModernTO confirmed that existing City assets could not accommodate this requirement. The Lease Premises meets all the criteria requested by Toronto Police Services in addition to having great synergy with the Toronto Police Association office located within the same building.

This new Toronto Police Service ("TPS") wellness east office will be the home base for a dedicated team of TPS wellness members each with different areas of expertise. This includes safety, claims management and member wellbeing. The intent for this team is for it to become an embedded support to TPS members and units/divisions in the eastern regions of Toronto. This office seeks to increase accessibility for member support by not only providing space for member consults but also improving the wellness team members' ability to go out and visit members in their home unit. This space is the first of 3 regional wellness office locations with the west and central locations estimated to open in spring 2024. This location is a TPS employee office and is not open to the public.

The proposed costs for the rent and other major terms and conditions of the Lease are considered to be fair, reasonable and reflective of market rates.

**Terms** See Appendix "A".

|                         |                             |   |
|-------------------------|-----------------------------|---|
| <b>Property Details</b> | <b>Ward:</b>                | 22 – Scarborough-Agincourt                        |
|                         | <b>Assessment Roll No.:</b> | 190111118000504 and 190111118000502               |
|                         | <b>Approximate Size:</b>    |   |
|                         | <b>Approximate Area:</b>    | 251.67 m <sup>2</sup> ± (2,709 ft <sup>2</sup> ±) |
|                         | <b>Other Information:</b>   | Pin: 061640524                                    |

| 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 &amp; Parks &amp; 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><b>Delegated to more senior positions.</b></p> <p><b>Delegated to more senior positions.</b></p> <p><b>Delegated to more senior positions.</b></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><b>Delegated to more senior positions.</b></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><b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b></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><b>Delegated to more senior positions.</b></p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><b>Delegated to more senior positions.</b></p> <p><b>Delegated to more senior positions.</b></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 &amp; authorize GM, Transportation Services to give notice of proposed by-law.</p> <p><b>Delegated to more senior positions.</b></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 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><b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b></p> <p><input checked="" 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>B. Director, Real Estate Services and Manager, Real Estate Services each has signing authority on behalf of the City for:</b>   |
| <ul style="list-style-type: none"> <li>• Documents required to implement matters for which each position also has delegated approval authority.</li> <li>• 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).</li> </ul> |
| <b>Director, Real Estate Services also has signing authority on behalf of the City for:</b>  |
| <ul style="list-style-type: none"> <li>• Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.</li> <li>• Community Space Tenancy Leases approved by delegated authority by the Deputy City Manager, Corporate Services and any related documents.</li> </ul>  |

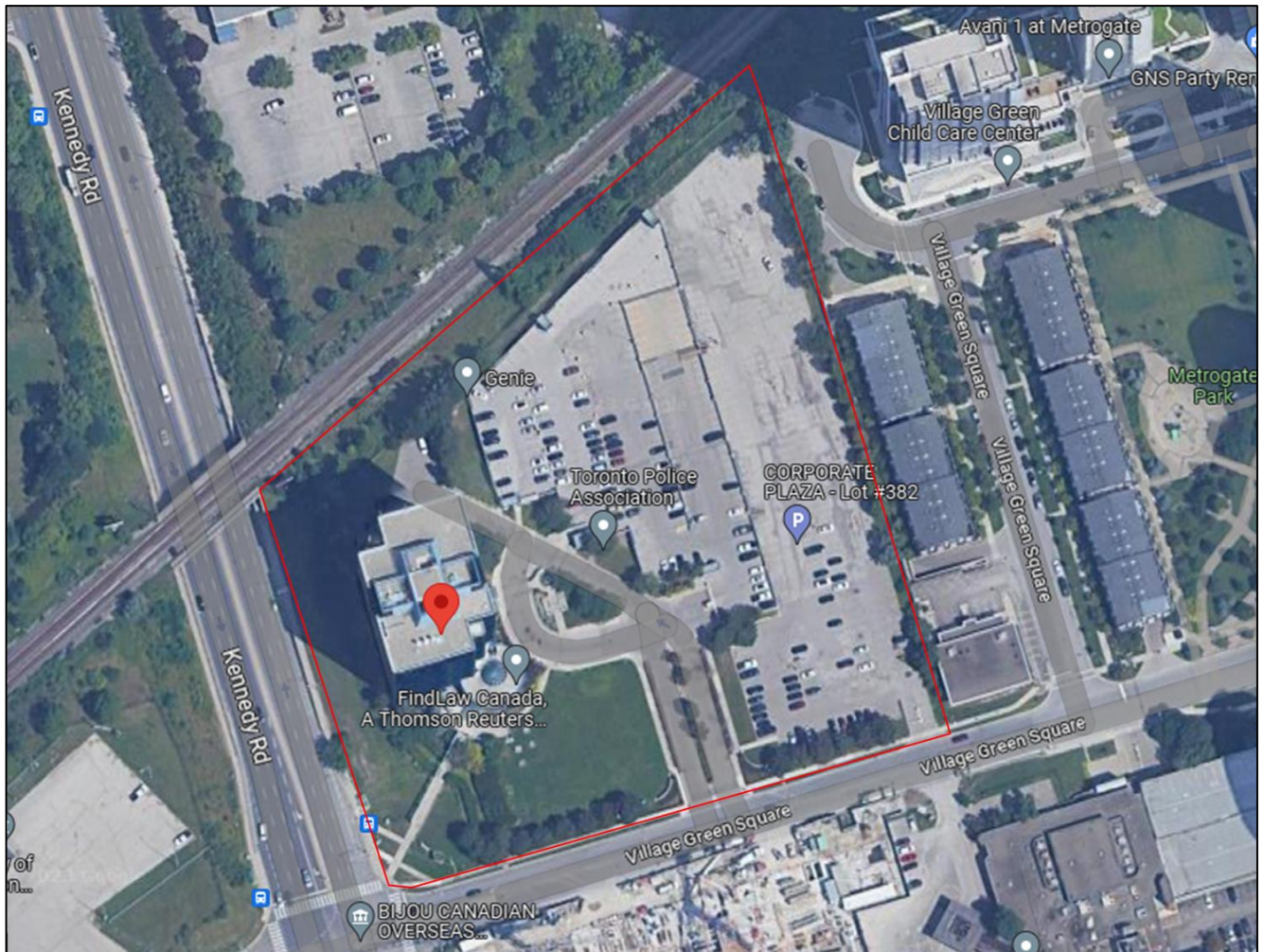
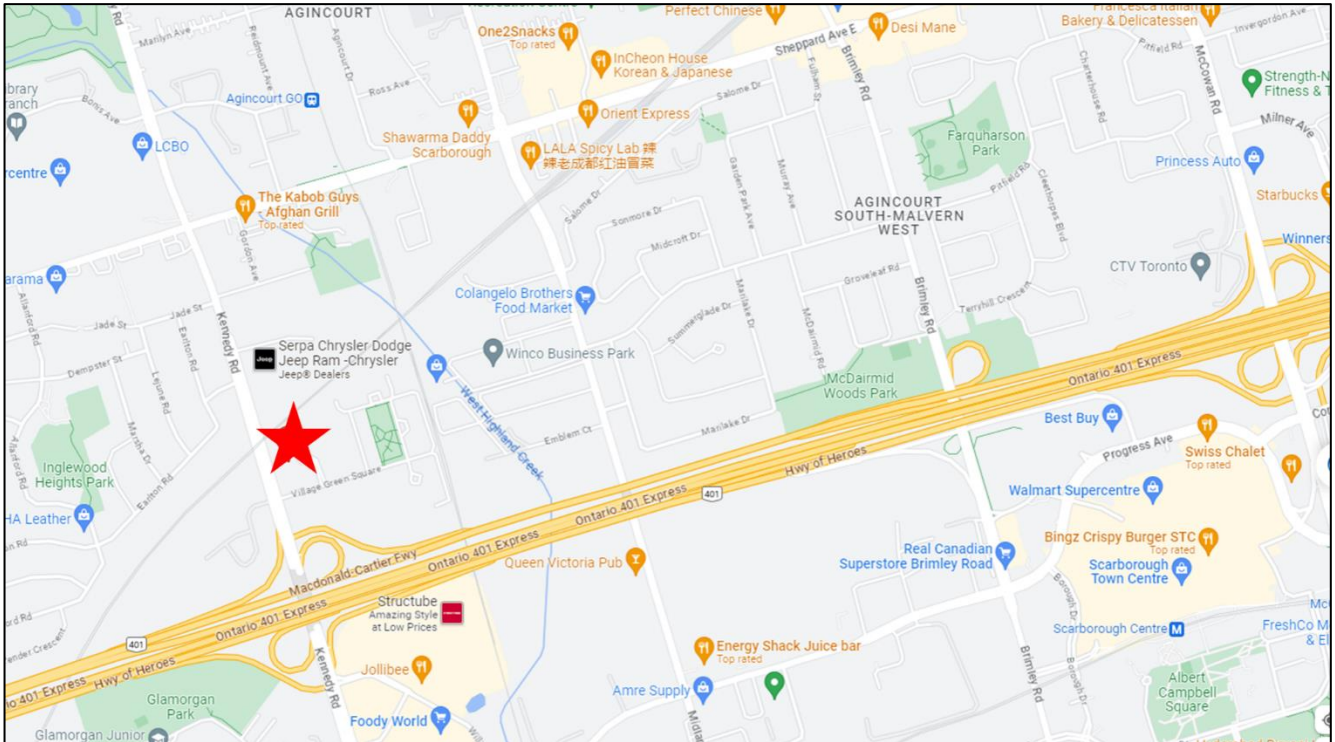
|   |   |               |   |
|---|---|---------------|---|
| <b>Pre-Condition to Approval</b>  |   |               |   |
| <input checked="" type="checkbox"/> Complies with General Conditions in Appendix B of City of Toronto Municipal Code Chapter 213, Real Property |   |               |   |
| <b>Consultation with Councillor(s)</b>  |   |               |   |
| Councillor:   | Nick Mantas   | Councillor:   |   |
| Contact Name:   | Joanne Fusillo Ademaj   | 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 objections   | Comments:     |   |
| <b>Consultation with Divisions and/or Agencies</b>  |   |               |   |
| Division:   | Toronto Police Services   | Division:     | <b>Financial Planning</b>   |
| Contact Name:   | Emily Simpson / Douglas Giles   | Contact Name: | Ciro Tarantino  |
| Comments:   | Comments incorporated   | Comments:     | Comments incorporated   |
| <b>Legal Services Division Contact</b>  |   |               |   |
| Contact Name:   | Tammy Turner  |               |   |

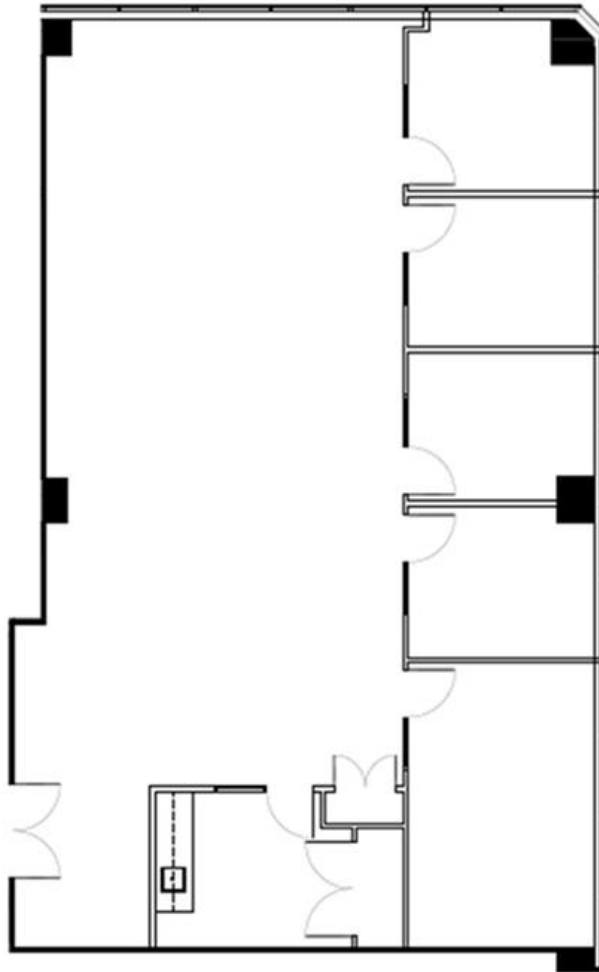
| DAF Tracking No.: 2023-161  | Date          | Signature                |
|---|---------------|--------------------------|
| <input checked="" type="checkbox"/> Recommended by: <b>Manager, Real Estate Services<br/>Ronald Ro</b>    | June 12, 2023 | Signed by Ronald Ro      |
| <input type="checkbox"/> Approved by:   |               |                          |
| <input checked="" type="checkbox"/> Approved by: <b>Director, Real Estate Services<br/>Alison Folosea</b> | June 12, 2023 | Signed by Alison Folosea |

**APPENDIX "A"**

|                          |  |
|--------------------------|--|
| Landlord:                | Landa Kennedy Office Limited Partnership, by its general partner, Landa Kennedy Office GP LTD.   |
| Tenant:                  | City of Toronto  |
| Leased Premises:         | Approximately 2,709 sq ft, as shown in Appendix "C"  |
| Term:                    | Five (5) years   |
| Commencement Date:       | July 1, 2023   |
| Expiry Date:             | June 30, 2028  |
| Fixturing Period:        | On the date of this Lease's execution and expiring on June 30, 2023  |
| Deposit:                 | \$17,327.78 due after execution of the Lease which is to be applied as the first and last months' Minimum Rent and Additional rent.  |
| Minimum Rent:            | On the first of every month as follows (all amounts are net of HST):<br>Year 1= \$13.50 per sq ft. (equates to \$36,571.50 per year or \$3,047.63 per month)<br>Year 2= \$13.91 per sq ft. (equates to \$37,682.19 per year or \$3,140.18 per month)<br>Year 3= \$14.32 per sq ft. (equates to \$38,792.88 per year or \$3,232.74 per month)<br>Year 4= \$14.75 per sq ft. (equates to \$39,957.75 per year or \$3,329.81 per month)<br>Year 5= \$15.19 per sq ft. (equates to \$41,149.71 per year or \$3,429.14 per month)   |
| Operating Costs:         | On the first of every month as follows (all amounts are net of HST):<br>Year 1= \$14.50 per sq ft. (equates to \$39,280.50 per year or \$3,273.38 per month)<br>Year 2= \$14.86 per sq ft. (equates to \$40,262.51 per year or \$3,355.21 per month)<br>Year 3= \$15.23 per sq ft. (equates to \$41,269.08 per year or \$3,439.09 per month)<br>Year 4= \$15.61 per sq ft. (equates to \$42,300.80 per year or \$3,525.07 per month)<br>Year 5= \$16.01 per sq ft. (equates to \$43,358.32 per year or \$3,613.19 per month)<br>This is a portion of Additional Rent and is a set fee for the duration of the term. There will be no reconciliation at the end of each year.   |
| Realty Taxes:            | On the first of every month as follows:<br>Year 1= \$4.15 per sq ft. (equates to \$11,242.35 per year or \$936.86 per month)<br>Year 2= \$4.25 per sq ft. (equates to \$11,523.41 per year or \$960.28 per month)<br>Year 3= \$4.36 per sq ft. (equates to \$11,811.49 per year or \$984.29 per month)<br>Year 4= \$4.47 per sq ft. (equates to \$12,106.78 per year or \$1,008.90 per month)<br>Year 5= \$4.58 per sq ft. (equates to \$12,409.45 per year or \$1,034.12 per month)<br>This is a portion of Additional Rent and is a set fee for the duration of the term. There will be no reconciliation at the end of each year. Any taxes exempted through a Municipal Capital Facility agreement shall be refunded to the City in full from the Additional Rent even if the refund is higher than total Realty Taxes per year. |
| Condition of Premises:   | As is  |
| Use:                     | Wellness centre and general office purposes  |
| Parking:                 | Fourteen (14) non-reserved parking spaces at no extra charge. Landlord to ensure continuous access for vehicular ingress and egress.   |
| Early Termination:       | No early termination right for the Landlord or Tenant.   |
| End of term Restoration: | Surrender the Premises in the condition that it was obligated to maintain the Leased Premises during the Term, reasonable wear and tear excepted.  |
| Insurance:               | 1. All risks" insurance<br>2. Commercial general liability and property damage insurance with limits of at least five million dollars (\$5,000,000.00) for each occurrence<br>3. Business interruption insurance<br>4. Any other forms of insurance as the Landlord may reasonably require from time to time.  |

### Appendix "B" – Location Map





**SUITE 400D**  
**RENTABLE AREA = 2,709 SF**

ABOVE INFORMATION ESTABLISHED ACCORDING  
TO BOMA / ANSI Z65.1 1996



April 04, 2014

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2075 Kennedy Road  
Toronto, Ontario  
Fourth Floor - Vacancies

