City of Kenora
One Main Street South
Kenora, ON P9N 3X2

August 19, 2026

Request for Proposals – Revitalization of the Historic Kenricia Hotel

Dear Prospective Proponents:

The City of Kenora is pleased to invite qualified proponents to submit proposals for the revitalization of the historic Kenricia Hotel located in the heart of downtown Kenora.

The Kenricia Hotel has been a cornerstone of downtown Kenora since 1908 and as one of Kenora's landmark buildings, it has a strong downtown presence and stands above any other landmark in the community. It is highly visible from all major points of entry to the City, and strategically placed at the centre of the downtown, at Kenora's most important retail intersection.

This project represents an important opportunity to preserve and celebrate a significant community landmark while adapting the building to support future community, cultural, commercial, and/or public uses. Through this Request for Proposal, the City is seeking innovative, sustainable, and financially viable concepts that will restore, enhance, and ensure the long-term vitality of this historic asset.

The City recognizes the historical and cultural significance of the building and is committed to a revitalization approach that respects its heritage character while creating opportunities for economic development, and public benefit. Proponents are encouraged to present creative solutions that balance preservation objectives with contemporary functionality and long-term sustainability.

The City of Kenora has taken the bold step of acquiring this iconic property through an expropriation process and is now focused on securing a visionary development partner to invest in and reimagine this landmark site. This project represents a unique opportunity to contribute to the revitalization of the downtown in one of Canada's premier tourism destinations, nestled on the shores of beautiful Lake of the Woods. Upon completion, the rehabilitation of the Kenricia Hotel will serve as a cornerstone of downtown Kenora, helping to drive economic growth, attract new investment, and create a vibrant, active Harbourtown Centre for residents and visitors alike.

Kenora is experiencing significant momentum, with substantial public and private sector investment underway occurring throughout the community. Recent and ongoing developments include a new state-of-the-art Campus of Care which includes a new hospital and long-term care facility, professional office developments, student housing, multi-unit residential projects, a veterinary clinic, manufacturing investments, and an award-winning on-demand public transit system.

Opportunity is thriving in Kenora, and we invite you to be part of this exciting chapter in our city's growth. We are seeking an experienced and innovative team to partner with us in realizing the full potential of this landmark redevelopment and helping shape the future of our historic downtown.

The RFP package provides detailed information regarding the property's history, project objectives, submission requirements, evaluation criteria, and key dates. Interested proponents are encouraged to review the documentation thoroughly before preparing their submission.

Submissions must be received no later than 11 am CST, October 15, 2026 in accordance with the instructions outlined in the RFP package. We appreciate your interest in contributing to the preservation and future success of one of our community's most valued heritage assets. We look forward to reviewing your proposal and the innovative opportunities it may bring to this important revitalization initiative.

Should you have any questions regarding the RFP process, please contact: Kenricia@kenora.ca or you can reach out to me directly at sgander@kenora.ca.

We look forward to receiving your proposal and exploring the possibilities together.

Sincerely,
The City of Kenora

Stace Gander
Chief Administrative Officer

REQUEST FOR PROPOSAL ("RFP") WITH RESPECT TO THE:

PURCHASE AND REHABILITATION OF THE KENRICIA HOTEL PROPERTY, KENORA, ONTARIO.

1. INTRODUCTION

1.1 Purpose of RFP

1.1.1 The Corporation of the City of Kenora (the "City") seeks proposals from qualified and experienced proponents for the purchase, preservation, rehabilitation and adaptive reuse of the municipally owned property municipally known as the Kenricia Hotel, located at the northeast corner of Main Street South and Second Street South in Kenora, Ontario, and legally described as:

PIN 42163-0002 LT, Part of PIN 42163-0184 LT, and PIN 42163-0052 LT, and legally described as LT 8 BLK 2 PL 3; PT LT 6 BLK 2 PL3; PT LT 7 BLK 2 PL 3; PT LT 9 BLK 2 PL 3

(the "Property").

1.1.2 The purpose of this Request for Proposals ("RFP") is to identify a qualified purchaser/developer with the experience, financial capacity, and rehabilitation plan necessary to acquire and restore, rehabilitate, and redevelop the Property in a manner that advances the City's downtown revitalization objectives and protects the cultural heritage value of the Property.

1.1.3 The Property housed the historic Kenricia Hotel which completed construction in 1910 and designated by the City under the Ontario Heritage Act by By-law No. 84-2007 due to its cultural heritage value and interest, including its visual prominence, historic architectural design, and façade features.

1.1.4 The City's objective is not simply to dispose of land. The City is seeking a rehabilitation and restoration outcome that advances the public purpose for which the Property was acquired, including the revitalization of Kenora's downtown core, the protection and restoration of a designated heritage building, and the creation of a vibrant, inclusive, and economically productive community space for residents and visitors.

1.1.5 Demolition of the Kenricia Hotel building is not within the scope of this RFP. Proposals must be based on rehabilitation, adaptive reuse, restoration, and redevelopment of the existing heritage building, subject to all applicable laws, approvals, permits, and heritage requirements.

1.1.6 This RFP is the first stage of a two-stage selection and transaction process.

1.1.7 .During Stage 1, the City will evaluate compliant proposals using the evaluation criteria and weightings expressly set out in this RFP. Following that evaluation, the City may identify the highest-ranked proponent as the "Preferred Proponent" and invite that proponent to participate in Stage 2. Identification as the Preferred Proponent does not constitute acceptance of its proposal, approval of a transaction, an award of a contract, or an agreement to sell the Property.

1.1.8 During Stage 2, the Preferred Proponent may be provided with an opportunity to conduct property-specific due diligence, refine its redevelopment proposal in response to information obtained through due diligence, and negotiate an Agreement of Purchase and Sale, Development Agreement, and any related agreements with the City.

1.1.9 Any refinement or negotiated change during Stage 2 must remain consistent with the fundamental objectives, mandatory requirements, and heritage and redevelopment requirements of this RFP. The City will not accept a material change that, in the City's reasonable opinion, could have affected the evaluation or ranking of proposals unless the City determines that a further competitive process, re-evaluation, or reissuance of the RFP is appropriate.

1.1.10 No binding transaction shall exist unless and until all required agreements have been finalized, executed by the City and the Preferred Proponent, and approved by the applicable Approval Authority.

1.2 For the purposes of this RFP:

1.2.1 "Approval Authority" means City Council or, only to the extent lawfully authorized under applicable legislation and a delegation by-law in force at the relevant time, the Chief Administrative Officer or another authorized delegate of the City.

1.2.2 "Preferred Proponent" means the highest-ranked proponent, if any, invited by the City in writing to participate in Stage 2. Preferred Proponent status does not create a binding agreement, exclusivity, a right to purchase the Property, or an obligation on the City to complete a transaction.

1.2.3 "Material Change" means a change to a proposal or proposed transaction that could reasonably have affected the scoring or ranking of proposals or that materially departs from a mandatory requirement, the heritage rehabilitation objective, the proposed redevelopment concept, the financial consideration, the proponent's financial capacity, or the proposed completion schedule.

1.3 Submission of RFP

1.3.1 Proponents shall submit their proposal in an envelope marked:

"Request for Proposal for Purchase and Redevelopment of the Kenricia Hotel Property"

on or before 11 am (CST) on October 15, 2026 (the "RFP Closing Time") to:

City of Kenora
1 Main Street South
Kenora, ON P9N 3X2
Attention: Heather Pihulak / Deputy CAO/Clerk

1.3.2 Proposals will also be accepted by email. Emailed proposals shall be submitted to:

Heather Pihulak

Deputy CAO/Clerk

1 Main Street South

Kenora, Ontario

P9N 3X2

hpihulak@kenora.ca

The City will confirm receipt and provide an email confirmation back to the sender. If any dispute arises, the time stamp on the email received by the City shall determine the submission time.

1.3.3 Faxed proposals will not be accepted.

1.3.4 Proposals will be opened following the RFP Closing Time. No proposal submitted after the RFP Closing Time will be accepted.

1.3.5 Each proponent may submit only one proposal. Collusion between proponents will be sufficient cause for the affected proposal or proposals to be rejected outright by the City without further consideration.

1.3.6 Any inquiries respecting this RFP shall be directed by email only to:

Melissa Shaw – Land Divestment and Acquisition Officer – kenricia@kenora.ca

Megan Dokuchie – Economic Development Officer – kenricia@kenora.ca

1.3.7 Each proponent shall designate one contact person to whom any addenda, clarifications, or additional information may be communicated by the City.

1.3.8 The City is under no obligation to respond to any inquiry submitted to it in respect of this RFP.

1.3.9 If the City, in its sole and unfettered discretion, determines that a written response to an inquiry is warranted, the City may prepare and distribute a written response to all proponents who have requested a copy of this RFP and provided contact information to the City. Any such response may be issued in the form of an addendum to this RFP and shall be deemed to form part of this RFP.

1.3.10 No inquiry submitted to the City will be responded to after October 9th, 2026 at 11 am (CST).

1.4 General Conditions Applicable to this RFP

1.4.1 Appendices and Addenda

The appendices, schedules, and any addenda to this RFP are incorporated into and form part of this RFP. The information and data contained in the schedules, appendices, and addenda may form the basis for the City's negotiations and for entering into an agreement with a Preferred Proponent, if any.

1.4.2 Disclaimer of Liability and Indemnity

By submitting a proposal, each proponent agrees:

(a) to be responsible for conducting its own due diligence on the Property and on all information upon which its proposal is based;

(b) that it has fully satisfied itself to the nature of the Property, the risks it will assume, and the obligations it may be required to undertake;

(c) that it is solely responsible for ensuring that it has all the information necessary to prepare its proposal;

(d) that it is solely responsible for independently verifying and informing itself with respect to any term, condition, constraint, risk, approval, permit, heritage requirement, building condition, environmental condition, structural condition, tenancy issue, cost, or other matter that may affect its proposal;

(e) to hold harmless the City, its Mayor, Councillors, officers, employees, agents, advisors, consultants, legal counsel, insurers, successors, and assigns from all claims, liability, and costs related to any aspect of this RFP process;

(f) that it shall not be entitled to claim against the City, its Mayor, Councillors, officers, employees, insurers, agents, advisors, consultants, legal counsel, successors, or assigns on the basis that any information, whether obtained from the City or otherwise, is incorrect, incomplete, insufficient, inaccurate, or misleading;

(g) that the City will not be responsible for any costs, expenses, losses, damages, or liability incurred by a proponent as a result of preparing, submitting, or disseminating a proposal, participating in interviews or presentations, carrying out due diligence, or arising from the City’s acceptance or non-acceptance of any proposal; and

(h) to waive any right to contest, in any proceeding, case, action, or application, the right of the City to negotiate with any proponent or proponents whom the City considers, in its sole and unfettered discretion, to have submitted a proposal most beneficial to the City.

1.4.3 No Tender, No Contract A, and No Binding Transaction

This RFP is a request for proposals and is not intended to be a tender call. Neither this RFP nor the submission, receipt, evaluation, clarification, ranking, or selection of a proposal is intended to create Contract A, a tendering contract, or any other contractual relationship between the City and a proponent.

The outcome of Stage 1, if any, is an invitation to the Preferred Proponent to participate in Stage 2 and to negotiate a possible transaction. It is not an acceptance of the Preferred Proponent's proposal or an agreement to sell the Property.

No binding agreement for the sale or redevelopment of the Property shall exist unless and until the Agreement of Purchase and Sale, Development Agreement, and any other required transaction documents have been executed and all required approvals have been obtained.

A proponent may withdraw its proposal at any time before entering into a separate binding agreement, subject to the terms of any written Preferred Proponent or exclusivity agreement subsequently entered into between the parties.

1.5 Discretion of City

Notwithstanding any other provision of this RFP, the provisions in this section prevail, govern, and override all other parts of this RFP.

The City is not bound to accept any proposal. At any time prior to execution of a binding Agreement of Purchase and Sale and Development Agreement, the City may, in its sole and unfettered discretion, or for its own convenience, terminate the procurement process, cancel this RFP, amend this RFP, reissue this RFP, negotiate with one or more proponents, decline to proceed with any proposal, or proceed on different terms, all without compensation to any proponent or any other party.

The City reserves the right, in its sole and unfettered discretion, to:

(a) utilize any designs, ideas, concepts, plans, information, or materials contained in any proposal for the City's sole use and benefit without payment or compensation to any proponent or any other party;

(b) negotiate specific terms and conditions, including purchase price, deposit, closing conditions, development milestones, development obligations, title restrictions, registered protections, heritage-related obligations, and remedies;

(c) waive or permit the correction of a minor or non-material formality, informality, irregularity, or technicality, provided that doing so would not provide the affected proponent with a material advantage or prejudice another proponent.;

(d) determine whether any proposal meets the submission requirements of this RFP;

e) reject any proposal that does not, in the City's view, adequately advance the City's redevelopment objectives for the Property;

(f) reject any proposal that is inconsistent with the heritage status of the Property or that contemplates demolition of the Kenricia Hotel building;

(g) request clarification or verification of information contained in a proposal, provided that a clarification shall not permit a proponent to materially amend or improve its proposal after the RFP Closing Time;

(h) negotiate with an alternate proponent if negotiations with a preferred proponent do not result in an agreement acceptable to the City and approved by City Council; and

(i) decline to proceed with the sale of the Property.

1.6 Selection Stage 1

1.6.1 Following completion of the Stage 1 evaluation, the City may invite the highest-ranked proponent to become the Preferred Proponent and proceed to Stage 2.

1.6.2 The highest-ranked proposal will be determined using the evaluation criteria and maximum points expressly set out in this RFP. Purchase price is one evaluation factor and the City is not required to select the proposal offering the highest purchase price.

1.6.3 Preferred Proponent status gives the proponent an opportunity to undertake due diligence and negotiate a potential transaction with the City. It does not give the Preferred Proponent a right to purchase the Property or require the City to approve or complete a transaction.

1.6.4 If the City and the Preferred Proponent do not complete Stage 2 within the permitted period, or if the City determines that negotiations are unlikely to result in an acceptable transaction, the City may terminate discussions with the Preferred Proponent and:

(a) invite the next-highest-ranked proponent to participate in Stage 2;

(b) cancel or reissue the RFP; or

(c) decline to proceed with the disposition of the Property.

1.6.5 The City shall not negotiate concurrently with another proponent while a Preferred Proponent has been granted written exclusivity, unless the exclusivity has expired or been terminated in accordance with its terms.

1.6.6 Any final disposition shall remain subject to the City's land disposition requirements, all applicable legislation, and approval by the Approval Authority.

1.7 Disqualification

The failure to comply with any aspect of this RFP, whether in a material way or otherwise, may render the proponent subject to such actions as may be determined by the City, including disqualification from the RFP process, suspension from the RFP process, or the imposition of conditions that must be satisfied before the proponent may continue to participate in the RFP process.

The City may disqualify any proponent that:

(a) submits incomplete, misleading, or inaccurate information;

(b) fails to provide required financial, development, or experience information;

(c) proposes demolition of the Kenricia Hotel building;

(d) fails to accept the mandatory transaction terms set out in this RFP;

(e) fails to provide the required deposit when required;

(f) engages in collusion or improper communication;

(g) is involved in litigation or disputes with the City that the City considers relevant to the RFP process;

(h) lacks the experience, financing, project team, or capacity required to complete the proposed redevelopment; or

(i) otherwise acts in a manner that the City considers contrary to the integrity of the RFP process.

1.8 Representations and Warranties

1.8.1 The City makes no representations or warranties other than those expressly contained in this RFP.

1.8.2 The City makes no representation or warranty as to the accuracy or completeness of any information provided in this RFP or otherwise made available to proponents, including information regarding the Property's size, condition, heritage status, structural condition, environmental condition, building systems, tenancies, occupancy, zoning, development potential, servicing, building code compliance, fire code compliance, accessibility compliance, costs, or suitability for any particular use.

1.8.3 Proponents are required to satisfy themselves as to the accuracy and completeness of all information relevant to their proposal.

1.8.4 No implied obligation of any kind by or on behalf of the City shall arise from anything contained in this RFP.

1.8.5 Information referenced in this RFP, or otherwise made available by the City or any of its elected officials, officers, employees, agents, consultants, advisors, or legal counsel, is provided for convenience only. None of the City, its Mayor, Councillors, officers, employees, agents, consultants, advisors, or legal counsel warrant the accuracy or completeness of such information.

1.8.6 Each proponent is required to immediately bring to the City's attention any conflict, inconsistency, or error that it identifies in this RFP.

2. DESCRIPTION OF THE OPPORTUNITY

2.1 Property

The Property is municipally known as the Kenricia Hotel and is located at the northeast corner of Main Street South and Second Street South in Kenora, Ontario.

The Property is legally described as: the lands municipally known as 155 Main Street South, Kenora, Ontario, being comprised of PIN 42163-0002 LT, Part of PIN 42163-0184 LT, and PIN 42163-0052 LT, and legally described as LT 8 BLK 2 PL 3; PT LT 6 BLK 2 PL3; PT LT 7 BLK 2 PL 3; PT LT 9 BLK 2 PL 3.

The Property includes a five-storey heritage building, a covered garage, a basement commercial space, a main-floor commercial space, two restaurant spaces, and upper-floor rooming/hotel/residential areas. The building is understood to contain approximately 71,131 square feet of space, including approximately 7,604 square feet of covered garage space.

The foregoing information is provided for convenience only. Proponents are responsible for conducting their own due diligence and satisfying themselves regarding all aspects of the Property.

2.2 Background

Construction of the Kenricia Hotel began in 1907 and was completed in 1910, with the hotel officially opening on August 20, 1910. Additional information is available in By-law No. 84-2007, which designates the Kenricia Hotel property under the Ontario Heritage Act, as a historical, cultural, and architectural landmark that helps define the historic character of Harbourtown Centre, Kenora's downtown.

The Kenricia Hotel has long been a prominent landmark in Kenora's downtown, known as Harbourtown Centre. Its height surpasses many surrounding buildings and reinforces its presence at the key intersection of Second Street and Main Street, a major retail, commercial, and entertainment hub that provides a strong visual connection between Harbourtown Centre and the shores of Lake of the Woods.

The City initiated the process to acquire the property by expropriation as part of its efforts to revitalize Kenora's downtown core and support the property's adaptive reuse. The objective is to preserve and rehabilitate the building in a manner that contributes to a vibrant, inclusive, and thriving downtown.

2.3 Public Purpose: Rehabilitation Purpose

The Property was acquired by the City to advance a municipal redevelopment purpose.

The City's intent is to select a proponent that can demonstrate a credible ability to rehabilitate, adaptively reuse, and redevelop the Property in a timely manner. The Preferred Proponent will be required to commit to binding redevelopment obligations, including development milestones and registered protections in favour of the City.

The City may reject any proposal that does not, in the City's view, adequately advance the public redevelopment purpose of the acquisition, regardless of purchase price.

Heritage Preservation

The Kenricia Hotel is designated under the Ontario Heritage Act, see Schedule D.

Proponents are responsible for satisfying themselves regarding the designation, applicable heritage attributes, approval requirements, restrictions, costs, timelines, and any obligations associated with the rehabilitation, restoration, alteration, conservation, adaptive reuse, or redevelopment of the Property.

Proposals must preserve and work with the heritage character of the Property. Demolition of the Kenricia Hotel building is not within the scope of this RFP and will not be considered a responsive proposal.

Proponents should include a heritage rehabilitation strategy as part of their proposal.

2.4 "As Is, Where Is" Sale

The Property is being offered on an "as is, where is" basis.

Proponents acknowledge and accept that the Property will be sold in “as is, where is” condition and that the City makes no representations or warranties of any kind, express or implied, regarding the Property.

Without limiting the generality of the foregoing, the City makes no representation or warranty regarding:

(a) building condition;

(b) structural condition;

(c) environmental condition;

(d) soil or groundwater condition;

(e) hazardous substances or designated substances;

(f) heritage condition or heritage approval requirements;

(g) building code compliance;

(h) fire code compliance;

(i) accessibility compliance;

(j) suitability for redevelopment;

(k) zoning or planning approvals;

(l) existing or former uses;

(m) servicing capacity;

(n) utility availability;

(o) tenancies, occupancy, or vacant possession, except as may be expressly set out in a binding agreement;

(p) development costs;

(q) rehabilitation costs;

(r) marketability;

(s) tax treatment;

(t) fitness for any intended use.

Each proponent is responsible for conducting its own inspections, investigations, testing, searches, studies, and due diligence at its sole cost and expense.

2.5 Stage 2 Due Diligence

2.5.1 Because the City is not expected to obtain possession of the Property until approximately November 5, 2026, proponents may not have an opportunity to complete intrusive or comprehensive physical due diligence before the RFP Closing Time.

2.5.2 Proponents must submit their Stage 1 proposals based on the information made available by the City, any inspections permitted before the RFP Closing Time, and their own independent investigations. Proponents should identify in their proposals the principal assumptions and due diligence matters that could materially affect their proposed redevelopment, purchase price, schedule, or financing.

2.5.3 Following Stage 1, the City may provide the Preferred Proponent with a due diligence period of [60] days commencing on the date the City delivers written notice that reasonable access to the Property and the City's available due diligence information have been made available.

2.5.4 During the due diligence period, the Preferred Proponent may, at its sole cost and risk, investigate matters relevant to the proposed acquisition and redevelopment, including:

(a) title, survey, easements, encumbrances and registered instruments;

(b) heritage designation, heritage attributes and heritage approval requirements;

(c) zoning, Official Plan policies and other planning matters;

(d) structural, architectural and building condition;

(e) environmental condition, designated substances and geotechnical matters;

(f) building systems, fire and life-safety systems, accessibility and code compliance;

(g) municipal services and utilities;

(h) existing leases, licences, tenancies, occupancy arrangements and related claims;

(i) construction and rehabilitation costs;

(j) financing, insurance and tax matters; and

(k) permits, approvals, studies and authorizations required for the proposed redevelopment.

2.5.4 Access will be subject to an access agreement, evidence of insurance, indemnities, health and safety requirements, protection of occupants, and such other reasonable conditions as the City may require. No destructive, intrusive or hazardous testing may be conducted without the City's prior written consent.

2.5.5 The City will use reasonable efforts to provide the Preferred Proponent with access after the City obtains possession, but does not guarantee uninterrupted or unrestricted access. The Preferred Proponent shall repair any damage caused by its investigations and shall not interfere with occupants or operations at the Property.

2.5.6 Before expiry of the due diligence period, the Preferred Proponent shall notify the City whether it:

(a) is prepared to proceed substantially on the basis of its Stage 1 proposal;

(b) proposes specified refinements arising from due diligence; or

(c) does not wish to proceed.

2.5.7 The City is not required to accept any proposed refinement, price reduction, extension, condition, or other change. A proposed Material Change may result in termination of Stage 2, invitation of the next-highest-ranked proponent, cancellation or reissuance of the RFP, or another process permitted by applicable law.

2.5.8 Completion or satisfaction of due diligence does not create a binding transaction. Any transaction remains subject to negotiation, required municipal approvals, and execution of all required agreements.

2.6 Existing Tenancies and Occupancy

2.6.1 The Property is presently occupied by three commercial occupants. The City will disclose, by addendum or through the Stage 2 due diligence process, the material lease, licence, occupancy and possession information available to the City, subject to applicable privacy, confidentiality, legal restrictions and expropriation processes.

2.6.2 The City does not represent or warrant that vacant possession will be available on closing. Each proposal shall state whether it assumes:

(a) vacant possession;

(b) continuation or assumption of one or more existing tenancies or occupancy arrangements; or

(c) another proposed arrangement with respect to existing occupants.

2.6.3 The treatment of each existing tenancy or occupancy, including any continuation, assignment, termination, relocation, indemnity or vacant-possession obligation, shall be expressly addressed in the Agreement of Purchase and Sale. No proponent may communicate or negotiate directly with an occupant concerning the RFP or the Property without the City's prior written authorization.

2.7 Land Value

The City's evaluation will consider the total public and financial benefit of each proposal and not purchase price alone.

If a proposed transaction involves a disposition at less than appraised market value, an incentive, or other municipal assistance, that component may proceed only if the Approval Authority determines that it is authorized by and complies with applicable legislation, the City's Community Improvement Plan, the City's land disposition policies, and all required procedural and approval requirements.

Nothing in this RFP constitutes a commitment to provide a grant, incentive, tax assistance, below-market disposition, or other municipal assistance. Any such assistance must be separately identified, evaluated, authorized and documented.

2.8 Planning, Zoning, Building, Fire, Accessibility, Heritage, and Other Approvals

The Preferred Proponent shall be solely responsible, at its sole cost and expense, for obtaining all approvals, permits, agreements, studies, reports, and authorizations required for its proposed redevelopment of the Property, including any required planning approvals, site plan approval, building permits, fire code approvals, heritage approvals, environmental approvals, accessibility compliance, servicing approvals, and utility approvals.

The City's issuance of this RFP, selection of a preferred proponent, negotiation of an agreement, or sale of the Property shall not fetter or limit the City's discretion as approval authority, planning authority, building authority, heritage authority, or municipal regulator.

The Preferred Proponent shall not be entitled to assume that any planning, building, heritage, or other approval will be granted.

2.9 Municipal Services

Proponents are responsible for satisfying themselves regarding the availability, capacity, condition, location, and cost of all municipal and private services and utilities required for their proposed redevelopment.

The Preferred Proponent shall be solely responsible for all servicing costs, upgrades, extensions, relocations, connections, capacity improvements, utility arrangements, Ontario Building Code compliance and related costs required for its proposed redevelopment, unless otherwise expressly agreed by the City in writing.

3. MANDATORY TRANSACTION TERMS

3.1 Agreement of Purchase and Sale and Development Agreement

The Preferred Proponent shall be required to enter into an Agreement of Purchase and Sale and Development Agreement with the City, in a form satisfactory to the City and the City Solicitor.

The agreement shall include such terms and conditions as the City and the City Solicitor consider necessary or appropriate, including, without limitation:

(a) purchase price;

(b) deposit;

(c) closing conditions;

(d) Council approval;

(e) compliance with the City's Sale and Other Disposition of Land Policy;

(f) "as is, where is" provisions;

(g) environmental non-reliance and release;

(h) indemnity in favour of the City;

(i) development milestones;

(j) heritage rehabilitation obligations;

(k) adaptive reuse obligations;

(l) restrictions on demolition;

(m) restrictions on transfer prior to completion;

(n) restrictions on change of control prior to completion;

(o) a registered option to purchase in favour of the City;

(p) a registered right of first refusal in favour of the City;

(q) priority and postponement requirements;

(r) remedies for default;

(s) survival of covenants after closing;

(t) such other protections as the City or the City Solicitor considers necessary.

3.2 Deposit

The Preferred Proponent shall provide a deposit equal to fifteen percent (15%) of the purchase price upon execution of the Agreement of Purchase and Sale and Development Agreement, or at such other time as may be required by the City.

The deposit shall be held in accordance with the terms of the Agreement of Purchase and Sale and Development Agreement.

The deposit may be forfeited to the City in the event of default by the Preferred Proponent, in addition to and not in substitution for any other rights or remedies available to the City.

3.3 Development Milestones

The Preferred Proponent shall be required to agree to binding development milestones.

The development milestones shall be set out in the Agreement of Purchase and Sale and Development Agreement and/or in a registrable instrument to be registered on title to the Property.

The development milestones may include, without limitation:

(a) submission of a detailed redevelopment concept;

(b) submission of a detailed financing plan;

(c) completion of building condition, structural, environmental, heritage, and designated-substance investigations;

(d) submission of required planning applications;

(e) submission of required heritage applications;

(f) submission of site plan application;

(g) execution and registration of site plan agreement, if applicable;

(h) submission of building permit application;

(i) issuance of building permit;

(j) commencement of rehabilitation and construction work;

(k) completion of identified phases of rehabilitation and redevelopment;

(l) substantial completion;

(m) occupancy and opening for the approved use or uses.

(n) confirmation of financial capacity to complete the project

The milestone dates shall be finalized through negotiation and inserted into the Agreement of Purchase and Sale and Development Agreement

3.4 Redevelopment Security

3.4.1 As a condition of closing, the Preferred Proponent shall provide and maintain redevelopment security securing the performance of the development milestones, heritage rehabilitation obligations, and other material redevelopment obligations contained in the Development Agreement.

3.4.2 The redevelopment security shall:

(a) be in the form of an irrevocable standby letter of credit issued by a Canadian chartered bank, a performance bond issued by a surety acceptable to the City, or another form of security approved by the City and the City Solicitor;

(b) be in an amount equal to [10%] of the hard construction costs shown in the redevelopment budget approved by the City.

(c) be delivered no later than closing, unless the Development Agreement expressly establishes a different delivery milestone;

(d) remain valid and enforceable until substantial completion of the redevelopment and satisfaction of the secured obligations; and

(e) provide that the City may draw upon or enforce the security in accordance with the Development Agreement if the Purchaser fails to remedy a default within the applicable notice and cure period.

3.4.3 The Development Agreement shall establish the circumstances in which the redevelopment security may be reduced or released. Reductions may be permitted following certification by the Purchaser's architect or engineer, satisfactory to the City, that specified development milestones have been completed and that there are no outstanding defaults.

3.4.4 If a letter of credit or other security has an expiry date, the Purchaser shall renew or replace it no later than thirty (30) days before expiry. If satisfactory replacement security is not provided within that period, the City may draw the full amount of the existing security and hold the proceeds as security.

3.4.5 The City's rights relating to redevelopment security shall be in addition to its other contractual and registered remedies, provided that the City shall not obtain duplicate recovery for the same loss.

3.5 Registered Option to Purchase

The Preferred Proponent shall grant to the City an option to purchase the Property in a form satisfactory to the City and the City Solicitor.

The option to purchase shall be registered on title to the Property, or notice thereof shall be registered on title to the Property, immediately following closing or at such other time as the City may require.

The option to purchase may be exercisable by the City upon the occurrence of one or more events of default, including, without limitation:

(a) failure to achieve any development milestone;

(b) failure to commence redevelopment within the required time;

(c) failure to complete redevelopment within the required time;

(d) abandonment of redevelopment;

(e) demolition or attempted demolition contrary to this RFP or the applicable agreement;

(f) breach of heritage obligations;

(g) transfer or attempted transfer without the City's consent;

(h) change of control without the City’s consent;

(i) insolvency, receivership, or bankruptcy;

(j) material breach of the Agreement of Purchase and Sale and Development Agreement or any registered instrument.

The terms of the option to purchase, including the reconveyance price, exercise period, closing requirements, treatment of encumbrances, and default remedies, shall be set out in the Agreement of Purchase and Sale and Development Agreement and associated registered documentation.

Registered Right of First Refusal

3.5.1 Prior to substantial completion of the redevelopment, the Purchaser shall not transfer, convey, assign or otherwise dispose of the Property, or any legal or beneficial interest in the Property, without the City’s prior written consent.

3.5.2 Prior to substantial completion of the redevelopment, a change of control of the Purchaser shall require the City’s prior written consent.

The Preferred Proponent shall grant to the City a right of first refusal in a form satisfactory to the City and the City Solicitor.
The right of first refusal shall be registered on title to the Property, or notice thereof shall be registered on title to the Property, on closing or at such other time as the City may require.

3.5.3 The right of first refusal shall apply to any proposed sale, transfer, conveyance, disposition, or other dealing with the Property or any legal or beneficial interest in the Property, subject to the terms of the Agreement of Purchase and Sale and Development Agreement and the registered instrument.

3.5.4 Notwithstanding the foregoing, the Purchaser may obtain bona fide acquisition or construction financing from a bank, credit union, trust company, institutional lender or other commercial lender approved by the City (the “Permitted Financing”). The City’s approval of Permitted Financing shall not be unreasonably withheld or delayed where:

(a) the financing is required for the acquisition, rehabilitation or redevelopment of the Property;

(b) the amount and terms of the financing are consistent with the approved redevelopment budget and financing plan;

(c) the proposed financing does not materially impair the Purchaser's ability to complete the redevelopment;

(d) the lender and the Purchaser enter into any postponement, priority, recognition, standstill or other agreement reasonably required by the City; and

(e) the City's heritage protections, restrictions on demolition, development milestones and remedies are preserved on terms satisfactory to the City and the City Solicitor.

3.5.5 Any permitted transferee, assignee, mortgagee, chargee or successor may be required to enter into assumption, recognition, postponement or other agreements in favour of the City, in a form satisfactory to the City and the City Solicitor.

3.6 Restrictions on Transfer and Change of Control

Prior to substantial completion of the redevelopment, the Preferred Proponent shall not transfer, convey, assign, mortgage, charge, encumber, or otherwise deal with the Property, or any legal or beneficial interest in the Property, without the prior written consent of the City.

Prior to substantial completion of the redevelopment, any change of control of the Preferred Proponent shall require the City's prior written consent.

The City may require any permitted transferee, assignee, mortgagee, chargee, or successor to enter into assumption, postponement, recognition, or other agreements in favour of the City, in a form satisfactory to the City and the City Solicitor.

3.7 Priority, Postponement and Lender Recognition

3.7.1 The priority of the City's registered option to purchase, right of first refusal, development restrictions, notices and other registered protections shall be established in the Agreement of Purchase and Sale, Development Agreement and associated registered instruments.

3.7.2 The City may agree to postpone one or more of its registered interests to a charge securing Permitted Financing where the City is satisfied that the financing is required for and will be applied toward the approved redevelopment.

3.7.3 As a condition of any postponement, the City may require the lender to enter into a priority, postponement, recognition or standstill agreement addressing matters that may include:

(a) notice to the City of a borrower default;

(b) a reasonable opportunity for the City to cure the default or exercise its contractual remedies;

(c) notice before enforcement, power of sale, receivership or other realization proceedings;

(d) recognition of the City's heritage, demolition, development and transfer restrictions;

(e) the treatment of the City's option to purchase and other remedies following lender enforcement;

(f) restrictions on additional advances following notice of a material redevelopment default; and

(g) assumption of applicable redevelopment obligations by a purchaser taking title through lender enforcement.

3.7.4 The Purchaser shall be responsible for obtaining and registering, at its sole cost, all postponements, consents, acknowledgements and recognition agreements required under the transaction documents.

3.8 No Assignment

No proponent may assign its proposal, its status as preferred proponent, or any resulting agreement without the prior written consent of the City, which consent may be withheld in the City's sole and unfettered discretion.

3.9 No Bonusing / Fair Market Value

The transaction shall be structured to comply with all applicable municipal law requirements, including section 106 of the Municipal Act, 2001 and the City of Kenora Community Improvement Plan.

The Preferred Proponent shall acknowledge that no bonus, grant, loan, guarantee, or other assistance is being conferred by the City, directly or indirectly, except as may be expressly authorized by law.

The Preferred Proponent shall further acknowledge that the purchase price and transaction terms are subject to Council approval and the City's applicable land disposition requirements.

3.10 Costs

The Preferred Proponent shall be responsible for all costs associated with the transaction and redevelopment, including, without limitation:

(a) its own legal costs;

(b) the City's reasonable legal costs, if required by the City;

(c) appraisal costs;

(d) survey costs;

(e) title search costs;

(f) registration costs;

(g) land transfer tax;

(h) HST, if applicable;

(i) planning application fees;

(j) building permit fees;

(k) heritage application costs;

(l) engineering costs;

(m) environmental costs;

(n) servicing costs;

(o) utility costs;

(p) development charges, if applicable;

(q) all costs of rehabilitation, construction, redevelopment, and occupancy.

4. PROPOSAL REQUIREMENTS

The City reserves the right, but is not required, to reject any proposal that does not include the requirements set out below.

4.1 Proposal Submission Requirements

Each proposal shall include the following:

4.1.1 Proponent Information

(a) legal name of the proponent;

(b) municipal address;

(c) mailing address;

(d) telephone number;

(e) email address;

(f) contact person;

(g) corporate profile;

(h) ownership structure;

(i) names of principals, directors, officers, shareholders, partners, or beneficial owners, as applicable;

(j) confirmation of signing authority.

4.1.2 Redevelopment Concept

A detailed description of the proposed rehabilitation, adaptive reuse, and redevelopment of the Property, including:

(a) proposed uses;

(b) proposed uses by floor or building area;

(c) proposed commercial, residential, hotel, hospitality, tourism, office, institutional, cultural, community, or other uses;

(d) how the proposal will activate the downtown core;

(e) how the proposal will preserve and work with the heritage character of the Property;

(f) how the proposal will return underused portions of the building to productive use;

(g) anticipated public realm or streetscape improvements;

(h) anticipated community and economic benefits.

4.1.3 Heritage Strategy

A heritage rehabilitation and adaptive reuse strategy, including-:

(a) proposed treatment of heritage attributes, as identified in By-law 84-2007 ;

(b) proposed approach to façade restoration or preservation;

(c) anticipated heritage approvals;

(d) project team heritage qualifications;

(e) heritage consultant information, if available;

(f) prior experience with heritage buildings, adaptive reuse, or complex building rehabilitation.

4.1.4 Building Facade

Restoration of the building façade is a critical desired outcome of the project. Proposals should contain a detailed description of work to be completed on the building facade, including:

(a) Non-heritage element restoration;
(b) Restoration of heritage elements as detailed in By-law 84-2007;
(c) Brick façade enhancements;
(d) Windows;
(e) Roof elements;
(f) Doors.

4.1.5 Development Schedule

A proposed development schedule, including estimated dates for:

(a) due diligence completion;

(b) financing confirmation;

(c) heritage applications;

(d) planning applications;

(e) site plan application;

(f) building permit application;

(g) commencement of rehabilitation/construction;

(h) completion of phases;

(i) substantial completion;

(j) occupancy/opening.

4.1.6 Financial Capacity

Evidence of financial capacity to complete the proposed redevelopment, including:

(a) preliminary development budget;

(b) proposed acquisition price;

(c) estimated rehabilitation/construction costs;

(d) estimated soft costs;

(e) estimated contingency;

(f) proposed financing sources;

(g) lender information, if available;

(h) equity contribution;

(i) evidence of access to capital;

(j) assumptions regarding grants, incentives, tax programs, or other public funding, if any.

(k) the anticipated amount, source and structure of the proposed acquisition and construction financing;

(l) the current status of the proposed financing, including any expressions of interest, indicative term sheets or financing commitments available to the proponent;

(m) the amount and source of the proponent's equity contribution;

(n) the principal conditions that must be satisfied before financing will be advanced;

(o) the security and title priority expected to be required by the proposed lender;

(p) any requested postponement, recognition, standstill or priority arrangement involving the City's registered interests;

(q) the anticipated date by which binding financing commitments will be obtained; and

(r) confirmation that the proponent is prepared to provide the redevelopment security required by this RFP.

4.1.7 Evidence of Financing

(a) Before closing, or before such other milestone expressly approved by the City in the Development Agreement, the Preferred Proponent shall provide evidence satisfactory to the City that it has sufficient committed financing and equity to complete the acquisition and the approved redevelopment.

(b) The City may require lender commitment letters, evidence of available equity, an updated sources-and-uses statement, confirmation that material financing conditions have been satisfied, and such other reasonable financial information as the City considers necessary.

(c)Failure to obtain or maintain satisfactory financing within the required period may result in termination of negotiations, termination of the transaction agreements, forfeiture of the deposit where permitted by the applicable agreement, or the exercise of other remedies available to the City.

4.1.8 Development Experience

A summary of the proponent's relevant experience, including:

(a) similar redevelopment projects;

(b) heritage rehabilitation projects;

(c) adaptive reuse projects;

(d) downtown revitalization projects;

(e) mixed-use projects;

(f) hotel, residential, commercial, hospitality, or tourism projects;

(g) project dates;

(h) project locations;

(i) project budgets;

(j) project references.

The City may request references and may contact any references provided.

4.1.9 Project Team

Identification of the proposed project team, including, where available:

(a) developer;

(b) architect;

(c) heritage consultant;

(d) structural engineer;

(e) environmental consultant;

(f) planning consultant;

(g) contractor/construction manager;

(h) property manager/operator;

(i) legal counsel;

(j) lender or financial advisor.

4.1.10 Conditions

Identification of any conditions that must be satisfied before the proponent is prepared to enter into an Agreement of Purchase and Sale and a Development Agreement.

The City may reject any proposal containing conditions that the City considers unacceptable, uncertain, excessive, or inconsistent with the City's redevelopment objectives.

4.1.11 Acknowledgement of Mandatory Transaction Terms

Each proposal must include an express acknowledgement that the proponent accepts the mandatory transaction terms set out in this RFP, including:

(a) 15% deposit

(b) "as is, where is" sale;

(c) development milestones;

(d) registered option to purchase;

(e) registered right of first refusal;

(f) restrictions on transfer prior to completion;

(g) restrictions on change of control prior to completion;

(h) priority/postponement requirements;

(i) no demolition;

(j) compliance with heritage requirements;

(k) Council approval;

(l) compliance with the City's Sale and Other Disposition of Land Policy.

(m) construction financing and lender priority/recognition requirements; and

(n) redevelopment security.

4.1.12 Proposed Purchase Price

Each proposal shall include the proposed purchase price, exclusive of HST.

Proponents acknowledge that purchase price is only one factor and that the City may select a proposal that does not contain the highest purchase price.

4.1.13 Deposit

Each proposal shall confirm that the proponent is prepared to provide a deposit equal to fifteen percent (15%) of the purchase price where applicable upon execution of the Agreement of Purchase and Sale and Development Agreement, or at such other time as the City may require.

4.1.14 Additional Information

Proponents are encouraged to provide any additional information they consider relevant to the City's evaluation of the proposal.

4.2 Execution of Proposal

Proposals shall be properly executed as follows:

(a) if the proposal is made by a corporation, the full legal name of the corporation shall be accurately printed above the signature of its duly authorized signing officer or officers;

(b) if the proposal is made by a partnership, the firm name or business name shall be accurately printed above the signature of the partner or partners who have authority to bind the partnership;

(c) if the proposal is made by an individual carrying on business under a business name, the business name and the individual's name shall be printed above the individual's signature;

(d) if the proposal is made by a sole proprietor carrying on business in the individual's own name, the individual shall print their name below their signature;

(e) each proponent shall include confirmation that the individual signing the proposal has authority to bind the proponent.

5. EVALUATION OF PROPOSALS

5.1 Stage 1 - Evaluation Process

5.1.1 After the RFP Closing Time, the Evaluation Committee will review proposals for compliance with the mandatory requirements and will evaluate compliant proposals using only the evaluation criteria, sub-criteria and maximum points disclosed in this RFP.

5.1.2 The City will not use an undisclosed evaluation criterion or change the published weighting after the RFP Closing Time.

5.1.3 The Evaluation Committee may consider the quality, credibility and substantiation of the information submitted under each criterion. The Committee may assign a lower score where information is unsupported, conditional, internally inconsistent or insufficiently detailed.

5.1.4 Clarifications may be used to understand or verify information contained in a proposal, but shall not permit a proponent to add a material element that was missing at the RFP Closing Time or otherwise materially improve its proposal.

5.1.5 The Evaluation Committee will maintain a written record of its evaluation, including individual or consensus scores, material clarifications, reasons for disqualification, and the final ranking.

5.1.6 The City may establish minimum scores for one or more critical criteria, provided those minimum scores are expressly disclosed in this RFP before the RFP Closing Time.

5.2 Evaluation Criteria

The evaluation criteria and maximum points available are as follows:

Evaluation Category	Category Overview	Weighting (%)
Direct and Indirect Financial Benefits to the City	Anticipated financial impacts resulting from the rehabilitation project	15
Construction, structural and technical feasibility	Ability to invest at the level required to complete the necessary works for operations	15
Financial Capacity and Credibility of Financing Plan	Demonstrated financial operating strength to achieve proposed development on a sustainable long-term basis	15
Redevelopment Concept and Advancement of Downtown Activation, Tourism Community Safety and Public-Purpose Objectives	A re-envisioned Kenricia Hotel is a long-term transformational economic and social project for the facility and the broader Harbourtown Centre and municipality.	15

Heritage Rehabilitation Strategy	Key heritage elements of the Hotel are in drastic need of investment and construction	15
Relevant Experience of Project Team	There are two key elements of this project; construction and post construction operation	10
Implementation Strategy and Proposed Milestones	Timeline to complete work to have the facility fully operational	10
Parking strategy	The Kenricia Hotel has limited parking capacity	5
		100

5.3 Clarifications, Interviews, and Interviews

5.3.1 Before completing the Stage 1 evaluation, the City may request a proponent to clarify or verify information contained in its proposal. A clarification shall not permit the proponent to materially amend its proposal, cure the omission of a mandatory requirement, or receive an unfair advantage.

5.3.2 Where materially similar clarification is required from more than one proponent, the City will use a substantially consistent process and provide reasonably comparable response periods.

5.3.3 The City may conduct interviews or presentations. If an interview or presentation will be scored, the City shall disclose the applicable criteria, maximum points and process to all participating proponents before the interview or presentation. If it will not be scored, it shall be used only for clarification or verification.

5.3.4 Detailed transaction negotiations will commence only after the City has completed Stage 1 and invited a proponent to become the Preferred Proponent.

5.4 Stage 2 Negotiations

5.4.1 During Stage 2, the City and the Preferred Proponent may negotiate the Agreement of Purchase and Sale, Option to Purchase, Right of First Refusal, Development Agreement, development milestones, security, title protections, financing arrangements, closing conditions, treatment of occupants, and other transaction terms.

5.4.2 Negotiations may clarify and refine the Preferred Proponent's proposal but shall not require the City to accept a Material Change. In particular, a material reduction in purchase price, material weakening of the heritage strategy, material extension of the completion schedule, material reduction in financial capacity, or substitution of the proponent or controlling project principals may be treated as a Material Change.

5.4.3 The City may require the Preferred Proponent to provide updated evidence of financing, corporate authority, beneficial ownership, project-team commitments, insurance, and capacity before recommending a transaction for approval.

5.4.4 Unless otherwise agreed in a separate written agreement, Stage 2 will continue for no more than [90] days following the end of the due diligence period. The City may extend that period in writing where it considers an extension to be in the City's interests.

5.4.5 If an acceptable transaction is not finalized within the permitted period, the City may end negotiations and proceed in accordance with the provisions of this RFP.

5.5 No Obligation to Select

The City is under no obligation to select any proponent or proceed with any proposal.

The City may reject all proposals if, in the City's sole and unfettered discretion, no proposal adequately advances the City's redevelopment objectives for the Property.

6. PREFERRED PROPONENT AND TRANSACTIONAL REQUIREMENTS

6.1 Agreement

The Preferred Proponent shall be required to enter into an Agreement of Purchase and Sale and Development Agreement in a form satisfactory to the City and the City Solicitor.

No binding transaction shall exist unless and until the agreement has been executed by the City and the Preferred Proponent and approved by City Council, if required.

6.1.1 Council Approval

6.1.2 No binding transaction shall exist unless and until the required agreements have been finalized, duly authorized and executed by the City and the Preferred Proponent.

6.1.3 Any recommended transaction shall be submitted to the Approval Authority. Identification of a Preferred Proponent, completion of due diligence, commencement of negotiations, or preparation of transaction documents does not require the Approval Authority to approve the transaction.

The City's selection of a preferred proponent, commencement of negotiations, or preparation of an agreement shall not bind City Council to approve any transaction.

6.2 Compliance with Land Disposition Policy

The sale of the Property shall be subject to compliance with the City's Sale and Other Disposition of Land Policy, including any required surplus declaration, appraisal, notice, affidavit, or other procedural requirements.

6.3 Closing

The closing date shall be set out in the Agreement of Purchase and Sale and the Development Agreement.

Closing shall be conditional on satisfaction or waiver of all conditions set out in the agreement, including Council approval and execution of all documents required by the City.

6.4 Registration on Title

The Preferred Proponent shall execute all documents required by the City to register on title to the Property the City's option to purchase, right of first refusal, development covenants, restrictions, notices, or other instruments required by the City or the City Solicitor.

The Preferred Proponent shall be responsible for all costs associated with the preparation and registration of such documents, unless otherwise agreed in writing by the City.

6.5 Survival

All covenants, indemnities, releases, acknowledgements, development obligations, title restrictions, options, rights of first refusal, and other protections in favour of the City shall survive closing and shall not merge on closing.

7. MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

The City is subject to the Municipal Freedom of Information and Protection of Privacy Act.

Proponents acknowledge that information submitted to the City may be subject to access requests under that legislation. Proponents should identify any information in their proposal that they consider confidential or proprietary. However, the City cannot guarantee that any information submitted by a proponent will remain confidential if disclosure is required by law.

8. CONFLICT OF INTEREST

Each proponent shall disclose any actual, potential, or perceived conflict of interest.

The City may reject any proposal where the City determines that an actual, potential, or perceived conflict of interest exists.

9. PROHIBITED COMMUNICATIONS

Proponents shall not communicate with members of City Council, City staff, City consultants, or City advisors regarding this RFP except through the City's designated RFP contact.

Any unauthorized communication may result in disqualification.

10. ADDENDA

The City may issue addenda to this RFP at any time prior to the RFP Closing Time.

Proponents are responsible for ensuring that they have received and reviewed all addenda.

Each proposal shall acknowledge receipt of all addenda.

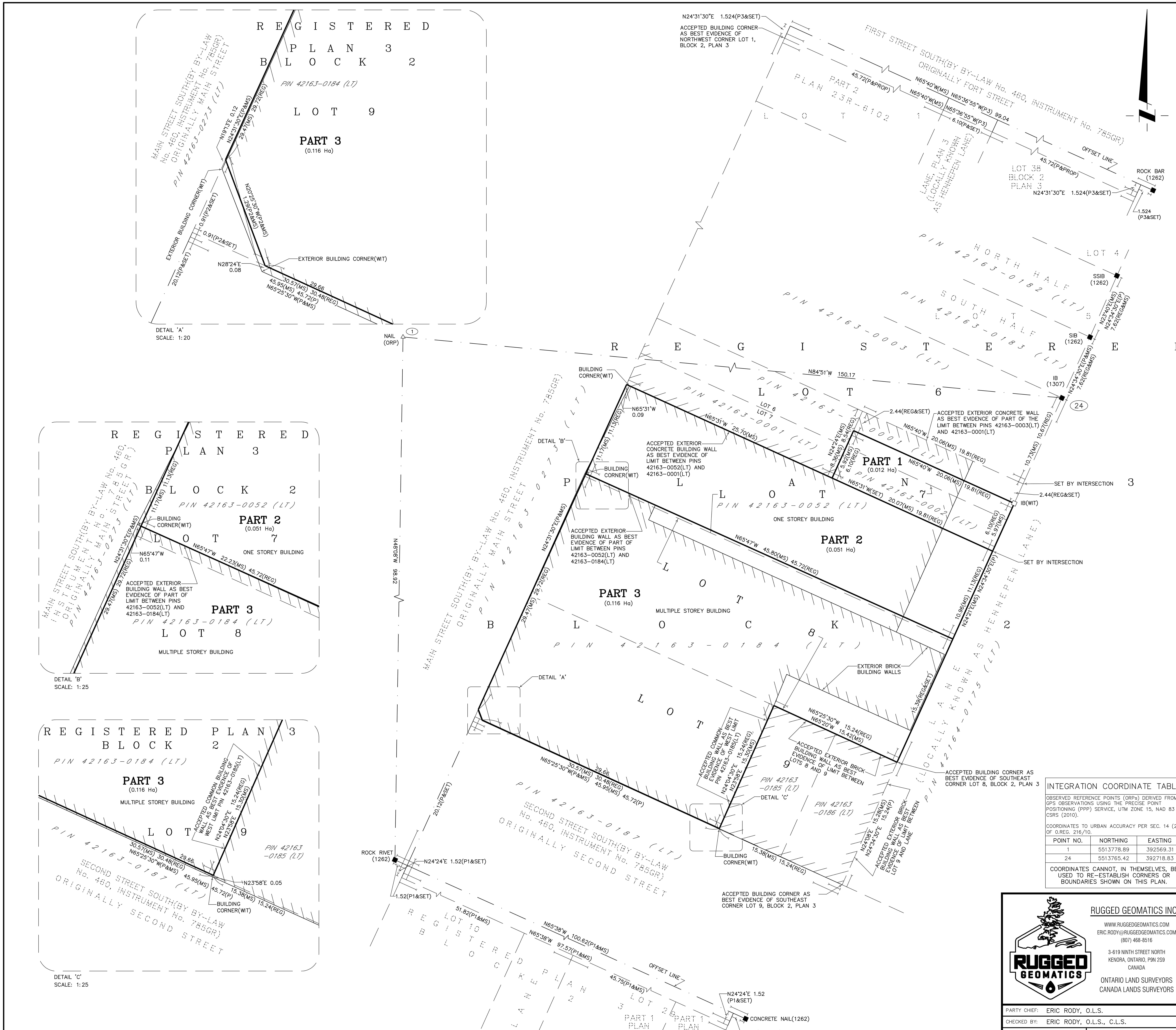
11. WITHDRAWAL OF PROPOSALS

A proponent may withdraw its proposal by written notice delivered to the City's designated RFP contact prior to execution of an Agreement of Purchase and Sale and Development Agreement.

12. GOVERNING LAW

This RFP and any resulting agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

SCHEDULE A – Survey



PLAN

I CERTIFY THAT THIS PLAN IS REGISTERED IN THE LAND REGISTRY OFFICE FOR THE LAND TITLES DIVISION OF KENORA (No. 23) AT ____ O'CLOCK ON THE ____ DAY OF __________, 2026 AND ENTERED IN THE PROPERTY IDENTIFIER 42163–0002(LT), 42163–0052(LT) AND 42163–0184(LT).

_ _
REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES DIVISION OF KENORA #23

SCHEDULE

THE PARTS ENUMERATED HEREUNDER REFER TO LANDS IN WHICH ALL RIGHT, TITLE AND INTEREST IS EXPROPRIATED BY THE CORPORATION OF THE CITY OF KENORA.

PART	LOT	BLOCK AND PLAN	PIN	AREA (ha)
1	PART OF LOTS 6 AND 7	BLOCK 2, REGISTERED PLAN 3	ALL OF 42163–0002(LT)	0.012
2			ALL OF 42163–0052(LT)	0.051
3	ALL OF LOT 8 AND PART OF LOTS 7 AND 9		ALL OF 42163–0184(LT)	0.116

EXPROPRIATIONS ACT PLAN OF SURVEY OF

ALL OF
LOT 8, BLOCK 2
AND PART OF
LOTS 6, 7 AND 9, BLOCK 2
REGISTERED PLAN 3
CITY OF KENORA
DISTRICT OF KENORA
ERIC RODY, OLS

SCALE 1 : 200
4 2 0 4 8 12 METRES

METRIC: *DISTANCES SHOWN HEREON ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.*

AREAS SHOWN ON THIS PLAN ARE IN HECTARES AND CAN BE CONVERTED TO ACRES BY MULTIPLYING BY 2.471.

BEARING NOTE

BEARINGS AND COORDINATES ARE UTM GRID, DERIVED FROM STATIC GPS OBSERVATIONS PROCESSED USING NATURAL RESOURCES CANADA PRECISE POINT POSITIONING ON NAIL 1 AND MONUMENT 24 TO YIELD A GRID BEARING OF N 84°51' W, NAD 83 CSRS AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 15 (93° W LONGITUDE) (2010).

ROTATION NOTE

FOR BEARING COMPARISONS, A ROTATION OF 1°12'35" (CLOCKWISE) WAS APPLIED TO BEARINGS ON P, P2 AND P3 AND A ROTATION OF 0°51'05" (CLOCKWISE) WAS APPLIED TO BEARINGS ON P1 TO CONVERT TO UTM BEARINGS.

SCALE FACTOR NOTE

DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999696.

LEGEND

■	------- DENOTES –	SURVEY MONUMENT FOUND
□	------- DENOTES –	SURVEY MONUMENT PLANTED
IB	------- DENOTES –	IRON BAR
SSIB	------- DENOTES –	SHORT STANDARD IRON BAR
SIB	------- DENOTES –	STANDARD IRON BAR
WIT	------- DENOTES –	WITNESS MONUMENT
1262	------- DENOTES –	R. M. JOHNSON, O.L.S.
1307	------- DENOTES –	R. A. WOODS, O.L.S.
REG	------- DENOTES –	REGISTERED
P	------- DENOTES –	REGISTERED PLAN 3
P1	------- DENOTES –	PLAN 23R–9754
P2	------- DENOTES –	PLAN OF PART OF LOT 9, BLOCK 2, PLAN 3 BY M. GRAHAM, O.L.S. DATED DECEMBER 7, 1961 ATTACHED TO INSTRUMENT RP12887
P3	------- DENOTES –	PLAN 23R–6102
PROP	------- DENOTES –	PROPORTIONED PLAN INFORMATION
—√—	------- DENOTES –	SCALE BREAK

EXPROPRIATION CERTIFICATE

THE LANDS SHOWN AS PARTS 1, 2 AND 3 ON THIS PLAN ARE HEREBY EXPROPRIATED IN FEE SIMPLE AND ALL RIGHT, TITLE AND INTEREST IN THE CORPORATION OF THE CITY OF KENORA PURSUANT TO THE PROVISIONS OF THE MUNICIPAL ACT, S.O. 2001, c25, SECTION 6.

THE LANDS WERE EXPROPRIATED BY THE FILING OF THIS PLAN IN ACCORDANCE WITH THE EXPROPRIATIONS ACT, R.S.O. 1990, c.E.26, SECTION 9, AS AMENDED.

BY–LAW NO. 87–2026 OF THE CORPORATION OF THE CITY OF KENORA WAS PASSED ON THE 28TH DAY OF MAY, 2026.

DATED AT CITY OF KENORA THIS ____ DAY OF ________, 2026

_ _ _ _ _ _ _ _ _ _ _ _	_ _ _ _ _ _ _ _ _ _ _ _
STACE GANDER CAO CITY OF KENORA	HEATHER PIHULAK DEPUTY CAO/CITY CLERK CITY OF KENORA

WE HAVE THE AUTHORITY TO BIND THE CORPORATION.

CERTIFICATE OF APPROVAL

THE COUNCIL OF THE CORPORATION OF THE CITY OF KENORA HEREBY CERTIFIES THAT APPROVAL WAS GIVEN TO THE CORPORATION OF THE CITY OF KENORA ON THE 28TH DAY OF MAY, 2026 TO EXPROPRIATE THE LANDS SHOWN DESIGNATED AS PARTS 1, 2 AND 3 ON THIS PLAN.

DATED AT CITY OF KENORA THIS ____ DAY OF ________, 2026

_ _ _ _ _ _ _ _ _ _ _ _	_ _ _ _ _ _ _ _ _ _ _ _
STACE GANDER CAO CITY OF KENORA	HEATHER PIHULAK DEPUTY CAO/CITY CLERK CITY OF KENORA

WE HAVE THE AUTHORITY TO BIND THE CORPORATION.

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

1. – THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE EXPROPRIATION ACT SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT, AND THE REGULATIONS MADE UNDER THEM.

2. – THE SURVEY WAS COMPLETED ON 2026 02 02

KENORA, ONTARIO
DATE _ _ _ _ _ _ _

_ _ _ _ _ _ _ _ _ _
ERIC RODY
ONTARIO LAND SURVEYOR

THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER

INTEGRATION COORDINATE TABLE

OBSERVED REFERENCE POINTS (ORPs) DERIVED FROM GPS OBSERVATIONS USING THE PRECISE POINT POSITIONING (PPP) SERVICE, UTM ZONE 15, NAD 83 CSRS (2010).

COORDINATES TO URBAN ACCURACY PER SEC. 14 (2) OF O.REG. 216/10.

POINT NO.	NORTHING	EASTING
1	5513778.89	392569.31
24	5513765.42	392718.83

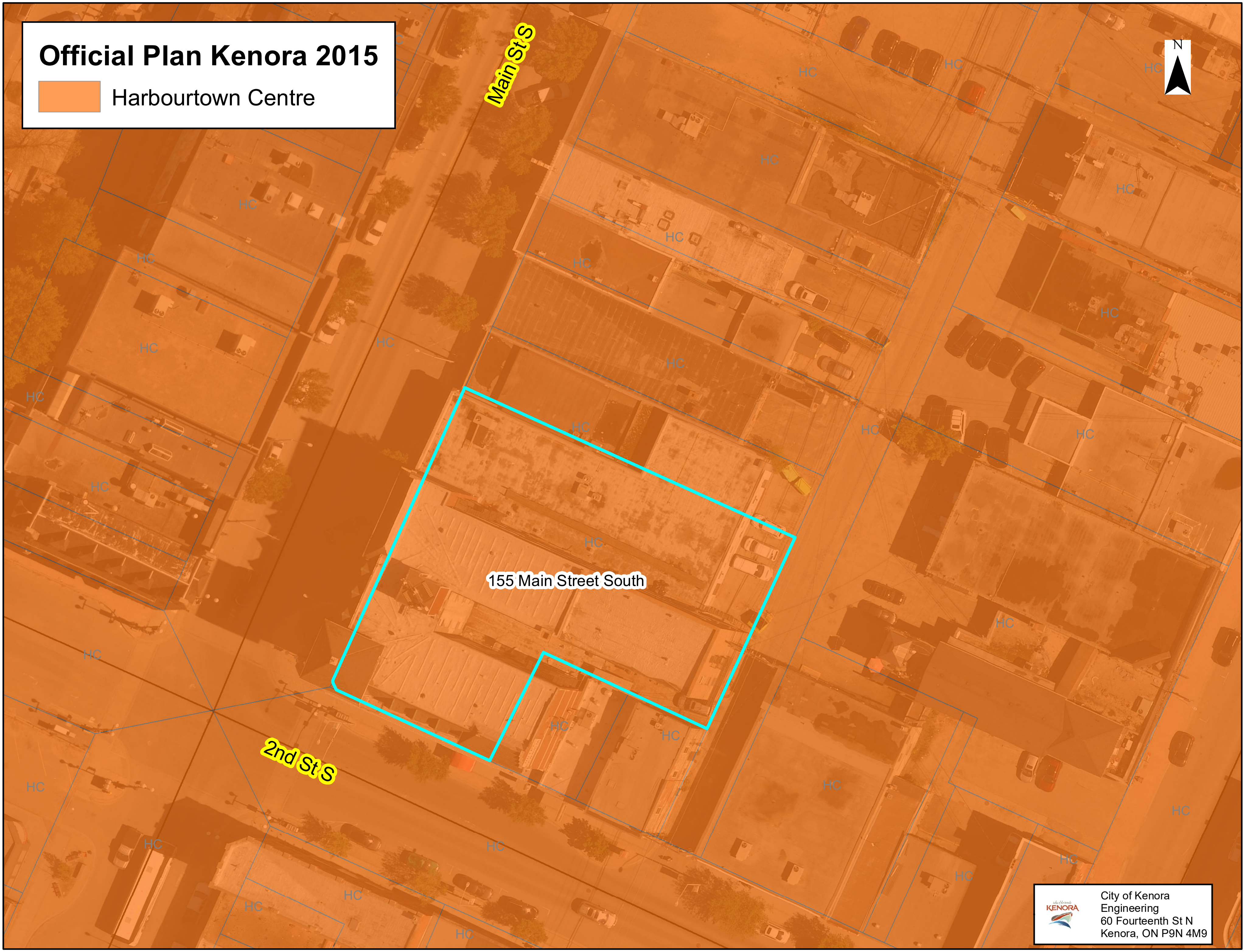
COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE–ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

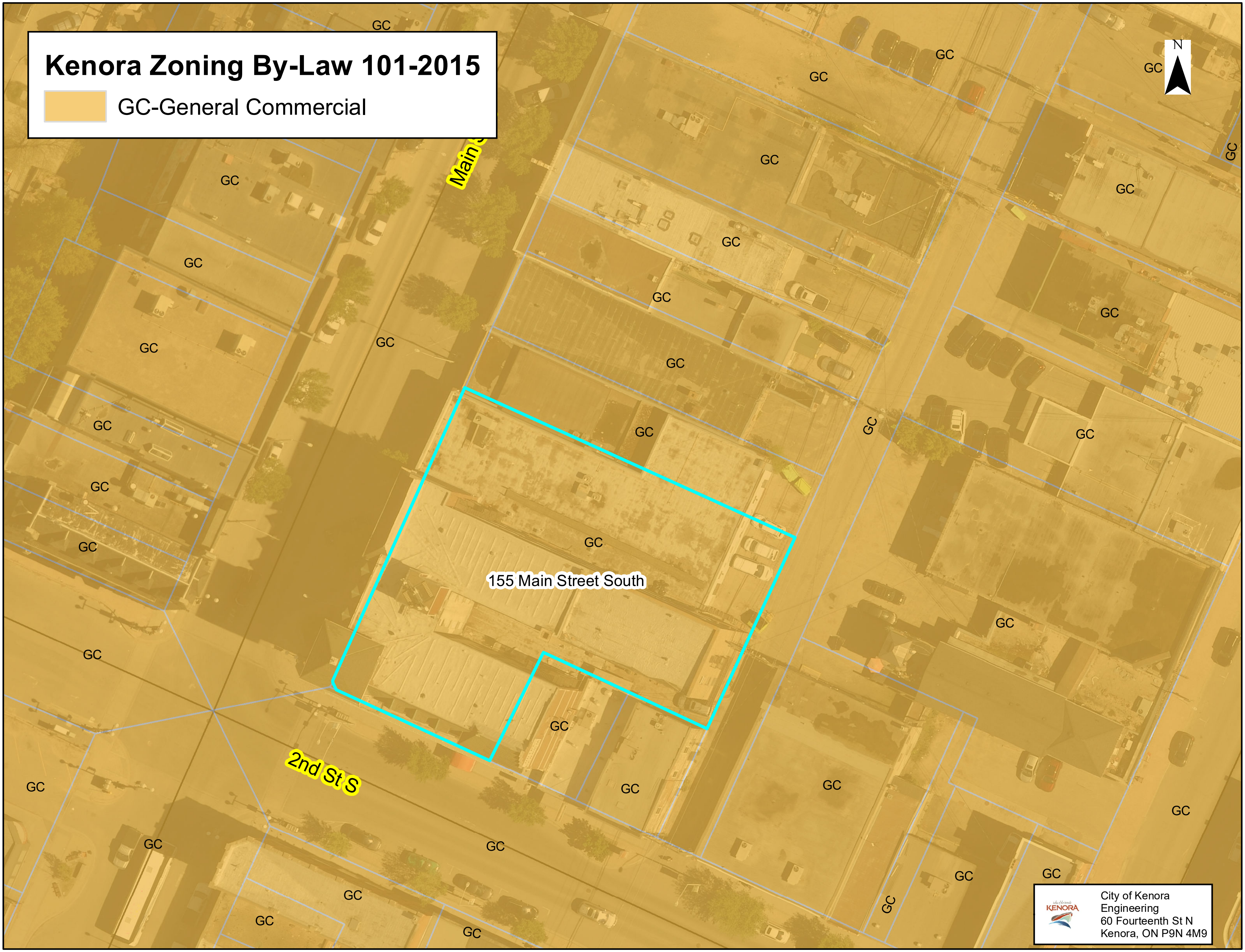
RUGGED GEOMATICS INC.
WWW.RUGGEDGEOMATICS.COM
ERIC.RODY@RUGGEDGEOMATICS.COM
(807) 468-8516
3-619 NINTH STREET NORTH
KENORA, ONTARIO, P9N 2S9
CANADA
ONTARIO LAND SURVEYORS
CANADA LANDS SURVEYORS

PARTY CHIEF: ERIC RODY, O.L.S.
CHECKED BY: ERIC RODY, O.L.S., C.L.S.
FILE: SK25079
DRAWN BY: JOE HANSTEAD

SCHEDULE B- Planning and Community Improvement Plan (CIP) Policy

- Kenora Zoning By-law 101-2015 designation
- Kenora Official Plan (2015) designation
- Kenora Community Improvement Plan (2026) designation


Official Plan Kenora 2015
Harbourtown Centre
N
Main St S
2nd St S
155 Main Street South
HC
City of Kenora
Engineering
60 Fourteenth St N
Kenora, ON P9N 4M9


Kenora Zoning By-Law 101-2015
GC-General Commercial
N
Main S
2nd St S
155 Main Street South
GC
City of Kenora
Engineering
60 Fourteenth St N
Kenora, ON P9N 4M9

2026 Community Improvement Plan By-Law 19-2026

SCHEDULE C – Site SERVICING

38 mm Water Service
200 mm Sanitary Gravity Service
50 mm Water Service
150 mm Sanitary Gravity Service
150 mm Water Service
Main St S
2nd St S
N
140
133
137
137
150
150
150
152
152
154
155
155
155
155
155
155
155
204
206
210
201
205
205
205
205
205
205.5
205.5
212
218
City of Kenora
Engineering
60 Fourteenth St N
Kenora, ON P9N 4M9

Schedule D- By-law 84-2007

A By-law to designate certain property under the Ontario Heritage Act

THE CORPORATION OF THE CITY OF KENORA

BY-LAW NUMBER 84-2007

A BY-LAW TO DESIGNATE A CERTAIN PROPERTY UNDER THE ONTARIO HERITAGE ACT

WHEREAS Section 29 of the Ontario Heritage Act states that the council of a municipality may, by by-law, designate a property within the municipality to be of cultural heritage value or interest if,

(a) where criteria for determining whether property is of cultural heritage value or interest have been prescribed by regulation, the property meets the prescribed criteria; and

(b) the designation is made in accordance with the process set out in this section. 2005, c. 6, s. 17 (1)., and

WHEREAS the property at 204 Second Street South, known as the Kenricia Hotel, meets the criteria prescribed by the Province for designation under the Ontario Heritage Act; and

WHEREAS Heritage Kenora considered a staff report recommending designation of this property at its meeting of March 29, 2007 and recommended the property be designated under the Ontario Heritage Act; and
2006; and

WHEREAS these actions of the City of Kenora Council fulfill the requirement of the Ontario Heritage Act that Council consult with the Board before giving notice of its intention to designate a property; and

WHEREAS the staff report advises that the building meets the criteria for historical designation under the Act; and

WHEREAS extensive community consultation has made very clear the significance of the building as a historical, cultural and architectural anchor, helping to define the historical character of the neighbourhood; and

WHEREAS a notice of intention to designate was issued on May 30, 2007, with the end of the appeal period being July 13, 2007, with no appeals having been received; and

WHEREAS acting now to designate the property under the Ontario Heritage Act will protect the heritage of the downtown area and City of Kenora skyline;

NOW THEREFORE BE IT RESOLVED THAT the Council of the City of Kenora hereby enacts as follows:-

1. That the property located at 204 Second Street South, known as the Kenricia Hotel be and is hereby designated under Part IV of the Ontario Heritage Act for its cultural heritage value or interest, as indicated in Schedule A to this By-law;
2. That this by-law shall take effect and come into force upon third and final reading of the by-law.

BY-LAW READ A FIRST AND SECOND TIME THIS 16 DAY OF July, 2007
BY-LAW READ A THIRD AND FINAL TIME THIS 16 DAY OF July, 2007

THE CORPORATION OF THE CITY OF KENORA

_____________________________ **Leonard P. Compton, Mayor**

_____________________________ **Joanne L. McMillin, Clerk**

SCHEDULE A TO BY-LAW 84-2007

Statement of Cultural Value or Interest – Kenricia Hotel

Design or Physical Value

The Kenricia Hotel is Northern Ontario's best example of a Beaux-Arts influenced hotel. The architectural features of the Kenricia represent the reaction to Victorian frivolity (high society and intellectualism) through a return to classical traditions. This era (1900 to 1930) is referred to as Edwardian Classicism.

The United States, in particular, embraced the classical tradition of the Ecole des Beaux-Arts toward the end of the nineteenth century. The 1876 American Centennial sparked an interest in American history which led to a surge in nationalism and interest in the colonial period. As a result, this inclined Americans towards classical architecture as reflected by a "back to the roots" movement whose focus was on rediscovering the original American ideals. This movement towards the Beaux-Arts style was further bolstered by the 1893 Chicago World Fair which celebrated the 400th anniversary of the discovery of America by Columbus. The fair, referred to as the Columbian Exposition, was themed to celebrate the classical world. The classically-inspired pavilions provided an optimistic vision that had a resounding impact on Americans. The same style was used in 1901 for the Buffalo Pan American Fair.

The Beaux-Arts classicism of the Kenricia Hotel is reflected through:

- The original monumental ionic portico (missing), deep enough to house a spacious upper balcony
- The Greek revival ionic columns (missing)
- The original balustrades (missing)
- The pronounced limestone quoins
- Symmetrical window hoods
- The cornice entablature with rectangular blocks (called modillions or muntins) lining the eaves
- Symmetrical fenestration
- The central projection of the tower (another hallmark of the symmetrical Edwardian style).

The Kenricia is also reflective of other architectural traditions including:

- The mansard or Second Empire architectural style that was born out of the optimistic and heady early days of Napoleon III's reign.
- The Tuscan tower (similar to a belvedere) that is closely associated with the Italianate tradition which counter-balanced the Gothic influence in Ontario.

Historical or Associative Value

Combining function and beauty, this impressive hotel represents the burgeoning tourism industry at the turn of the century.

The Kenricia's historical value also lies in its association with the Chicago architect Frank Newell. Newell was contracted to design a "modern, first-class hotel" befitting of the town's burgeoning tourist industry. He was considered to be "…one of the ablest architects in hotel construction on the continent…"

In 1903, there was a report in the local newspaper announcing that a group of local citizens, among them D.C. Cameron and George Drewry, had purchased the site of the former Hilliard House and Queen[1]s Hotel (which burned in
1902) and that a company had been formed to build a first class hotel.
In 1907, Chicago architect Frank Newell was hired by the company to design a hotel befitting the burgeoning tourist town.
On May 27, 1907, the contract was awarded for the construction to Carter, Halls, Aldinger and Company of Winnipeg, Manitoba. The accepted price was $225,000. Construction began immediately and the completion date was to be January 1, 1908.
The hotel was built on the main corner of downtown Kenora - Main and Second Streets South. The original blueprint showed the Main Street wing to be exactly twice the size of the eventual construction. Apparently financial difficulties which plagued the project over its three-year construction dictated some adjustments to the plan. In the end, only half the wing was built. While it was anticipated that the hotel would open in 1908, delays, mostly finance-related, prevented the completion of the hotel until 1910.
The hotel officially opened for business on August 20, 1910.
The name of the hotel was changed from the Tourist Hotel to the Kenricia (a contraction of "Kenora" and "Patricia" district) Hotel in 1938.
The hotel went into receivership c1968, due to cost overruns in renovations.

The Kenricia hotel exudes the confidence and optimism of the North American elite prior to the First World War.

Contextual Value

A landmark building on Kenora's main street, the Kenricia hotel has simple lines and proportions, yet a pronounced presence. This is due to the fact that the Beaux-Arts style was extensively used for grand architectural statements – largely public buildings, banks and schools.

The Kenricia has the rare distinction of serving as a landmark, node and edge-defining building.

As a landmark, the Kenricia surpasses in height and presence other more traditional landmark buildings such as the Town Hall and local churches. Its visual prominence is confirmed by viewers arriving in Kenora by waterways or by road: it commands the attention of the viewer. (In fact, at the turn of the century – it literally must have represented the landmark of civilization to people arriving by boat).

Nodes are key places and strategic centre within a district – and the focus point of much activity. While the Kenricia has lost some of its vibrancy (in terms of social activity), it retains its presence as key place at Kenora's most important retail intersection.

The Kenricia also has the distinction of being an edge-defining building. The Kenricia's linkage to the waterfront represents the strongest link between the main street (composed of the retail economy) and the lake (as represented by the resource-based economy e.g. fisheries, logging that has defined Kenora). As such, the Kenricia represents the strongest visual linkage between Kenora's downtown and its waterfront.

SCHEDULE "A"

City of Kenora Planning Advisory Committee

1.0

The Council of the Corporation of the City of Kenora establishes a Planning Advisory under the authority of section 8(1) of the Planning Act, R.S.O. 1990, c.P.13, as amended, which states that "The Council of a municipality may appoint a planning advisory committee composed of such persons as the council may determine.

2.0 Purpose

The purpose of the Planning Advisory Committee (PAC) is to oversee the land use development of the City of Kenora, having regard to the Official Plan, the Zoning By-law and to the principles of organized, reasonable development.

3.0 Roles and Responsibilities

The Planning Advisory Committee is an advisory committee to Council on some issues and is a decision-making body on other issues. The duties of the Committee include:

1. Ensure that the City of Kenora develops and grows in a planned way.
2. To ensure a cohesive, consistent approach to land development and land use planning for the City of Kenora.
3. To act as the Committee of Adjustment and receive, process and make decisions on application for variances as per Sections 44, 45(1), (2) and (3) of the Planning Act.
4. To act as the Land Division Committee and receive, process and make decisions on applications for consent per section 51.2(3) of the Planning Act.
5. To receive, process and make recommendations to Council on Zoning By-law amendments per section 34 of the Planning Act.
6. To receive, process and make decisions on Applications for Plans of Subdivision and Plans of Condominium per section 5(1) and section 51 of the Planning Act, in close consultation with City Engineering, Building and Administration departments.
7. To receive, process and make recommendations to Council on Official Plan Amendments as per section 21 of the Planning Act.
8. To act as the Property Standards Committee and hear appeals such as required pursuant to the City of Kenora Property Standards By-law.
9. To receive, process and make recommendations to Council on applications for deeming by-laws as per Section 50(4) of the Planning Act.
10. To review Site Plan Control agreements and recommend to Council for approval per section 41 of the Planning Act.
11. To review and make recommendations with respect to development agreements, subdivision agreements and condominium agreements.
12. To carry out site inspections of subject properties as required/appropriate.
13. To receive, process and make recommendations to Council on any land or land use –related requests received by the City over which Council has approval authority.

14. To recommend policies and procedures regarding land development and land use to Council for possible implementation.
15. Maintain close liaison with Council through the Planning and Property Committee of the City of Kenora.

4.0 Membership

The Planning Advisory Committee shall be comprised of seven (7) members appointed by resolution of the City of Kenora.

The members appointed to the Planning Advisory Committee shall be residents of the City of Kenora.

5.0 Terms of Office

Members of the Committee will be appointed by Council for a period to coincide with the term of Council, as or otherwise determined by Council. Members may be reappointed for additional terms.

6.0 Officers of the Committee

The Chairperson, Vice-Chair and other positions shall be elected annually from the membership of the Planning Advisory Committee.

The Chairperson and Vice-Chair of the Planning Advisory Committee shall also be the Chairperson and Vice-Chair of the Committee of Adjustment.

The Secretary-Treasurer of the PAC and the Secretary-Treasurer of the Committee of Adjustments shall be the City Planner of the City of Kenora. Appointment of the Secretary-Treasurer of the Committee of Adjustment must be made by By-law. The Deputy Secretary-Treasurer of the PAC and the Deputy Secretary-Treasurer of the Committee of Adjustments shall be the Planning Assistant of the City of Kenora. Appointment of the Deputy Secretary-Treasurer of the Committee of Adjustment must be made by By-law.

The Chairperson of the PAC will act as liaison to the Planning and Property Committee.
A list of appointments of the Committee (Chairman, Vice-Chair if applicable) will be provided to City Council.

7.0 Meetings

The Planning Advisory Committee shall meet monthly, on a day to be determined by the Committee, or more often at the call of the Chairperson. The schedule of the monthly meetings shall be established by the members at the first regular meeting of the Committee, annually.

Meetings shall be open to the general public.

Members of the Advisory Committee, who are unable to attend the regular monthly meeting, are required to report their absences to the Planning Assistant prior to the meeting date. Members having three (3) consecutive unexcused absences shall be deemed to have resigned from the Committee and shall be replaced by City Council in the manner prescribed.

8.0 Order and Decorum

The Chairperson preserve order and decorum and decide questions of order, subject to an appeal to Advisory Committee by a Member and in the absence of the Chairperson, the Vice Chair, or Presiding Officer, shall have the same authority as the Chairperson while presiding at the meeting

9.0 Voting

All Members present are required to vote when a question is put forth, unless such Member has made a Declaration of Interest under the Municipal Conflict of Interest Act, and therefore the Member will "abstain" from voting.

The manner of determining the decision of the PAC on a motion shall be at the discretion of the Chair Person and is done by way of a show or hands, standing or otherwise. Every Member present shall vote unless otherwise prohibited by law. If any Member does not vote he/she shall be deemed as voting in the affirmative.

NEGATIVE VOTE

Any question on which there is an equality of votes shall be deemed to be negative.

NO VOTE BY BALLOT

No vote shall be taken by ballot or by any other method of secret voting, and every vote so taken is of no effect.

10.0 Deputations

Any person desiring to present information or speak to the PAC at an Open Meeting shall have an opportunity to do so at the commencement of the meeting as provided under Deputations on the Agenda, and at the time announced by the Chair Person. Such persons shall have not more than five (5) minutes to address PAC and no debate on any subject shall be engaged in by either PAC or the person.

When possible, it is preferred that a Deputation be requested through the Planning Department for inclusion on the Meeting Agenda.

11.0 Curfew

The PAC shall adjourn no later than the hour of ten (10) o'clock in the evening, unless otherwise ordered by a unanimous vote of members present.

12.0 Quorum

The quorum for the Advisory Committee shall be four (4) of the seven (7) members on the Committee.

13.0 Honorarium

An honorarium of $45.00 per meeting will be paid to the Chair, and $35.00 per meeting to each member. Payment will be twice annually, after the June meeting and after the December meeting.

14.0 Procedures

The PAC will follow applicable procedures depending on the function it is serving at any given time i.e. Consent Granting Authority, Committee of Adjustment. The procedures set out in the Planning Act shall be followed as applicable.

15.0 Minutes

Minutes of the Planning Advisory Committee will be recorded by the Deputy Secretary Treasurer or Secretary Treasurer of the Committee and will be prepared for distribution within five (5) days of the meeting date.

16.0 Municipal Support

The costs associated with the work of the Advisory Committee will be paid by the City of Kenora through the Kenora Planning Advisory Committee budget.

Requests for access to documentation, reports and support materials required by the Secretary-Treasurer will be directed to the Clerk.

The City Planner, Planning Assistant and Chief Building Official will act as Resource Staff to the Committee.

17.0 Reporting Relationships

The PAC reports to Council through the City Planner/Chief Administrative Officer and Planning and Property Committee. The Resource Staff to the PAC will be the City Planner (who will act as Secretary-Treasurer), Planning Assistant (who will act as Deputy Secretary-Treasurer) and the City's Chief Building Official.

The PAC will work closely with the resource staff but will not have direct line authority over the staff. The immediate Supervisory of the Planning Assistant is *the City Planner. It is acknowledged, however, that there will be occasions when the Chairperson of the PAC must direct the Secretary-Treasurer to carry out work.*

18.0 Reporting to City Council

Recommendations to Council shall be made by the Advisory Committee in standard agenda format, for consideration and recommendation by the Planning and Property Committee. Majority and minority opinions may be recorded for the advice and consideration of the Committee and Council.

Reports for consideration by Council and/or minutes by the Deputy Secretary-Treasurer shall be submitted to the Clerk's office for processing and distribution to Council. Reports submitted by PAC for Council's consideration will be processed through the Planning and Property Committee and then placed on the agenda for Council, with recommendations from both PAC and Planning and Property Committee being forwarded to Council.

19.0 Confidentiality

The members of the Advisory Committee shall be bound by the Municipal Act as it relates to confidentiality, closed sessions and any other requirements under the Act which pertain to the conduct of officials. The members are bound by the Municipal Conflict of Interest Act as it relates to conflict of interest.

20.0 Regular Review of this Authority

This policy shall be reviewed every three (3) years, upon the installation of the succeeding City Council, or more frequently, as required.

This review may be initiated by City Council, at its discretion, or by the Advisory Committee upon written request to City Council.

KENRICIA HOTEL — DESIGNATED ARCHITECTURAL FEATURES

BY-LAW 084-2007