

BYLAW NO 8/92

A BYLAW OF THE TOWN OF LUMSDEN AUTHORIZING COUNCIL
TO ENTER INTO AN AGREEMENT FOR THE DEVELOPMENT
AND OPERATION OF THE LUMSDEN RECREATION COMPLEX

WHEREAS provision is made in the Urban Municipality Act, 1984, Section 175 enabling Council to enter into agreements with any person or association with respect to any matter within the jurisdiction of the Council;

AND WHEREAS the Council of the Town of Lumsden deems it expedient to enter into an Agreement for the purpose of developing and operating a recreational complex;

NOW , THEREFORE the Council of the Town of Lumsden, in the Province of Saskatchewan enacts as follows:

- (1) That the Agreement hereunto annexed and marked as Schedule "A" to this Bylaw and which is deemed to be a part of this Bylaw, being a duplicate agreement

BETWEEN:

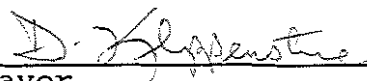
THE TOWN OF LUMSDEN

AND

THE LUMSDEN SPORTS ASSOCIATION INC.

be and the same is hereby ratified and confirmed.

- (2) That the Mayor and Town Administrator for the Town of Lumsden be and they are hereby authorized and empowered to sign the said agreements on behalf of the said Town and affix thereto the corporate seal of the Town.



Mayor



Town Administrator

CERTIFIED A TRUE COPY
OF BYLAW NO. 8/92
passed by resolution
of Council on the 28 day
of SEPT A.D. 1992



Town Administrator

This AGREEMENT made this 28 day of SEPTEMBER, 1992

BETWEEN: THE MUNICIPALITY OF THE TOWN OF LUMSDEN

as represented by the Town Council
(herein referred to as "the Town")

- and -

THE LUMSDEN SPORTS ASSOCIATION INC.
(herein referred to as "the Association")

In consideration of the covenants and agreements hereinafter contained, the parties hereto agree as follows:

1.0 DEFINITIONS

1.1 In this Agreement:

- (a) "Agreement" means this agreement and any addendums;
- (b) "Complex" means the skating and curling rinks and any subsequent development forming part of or being erected on the properties entrusted to the Association
- (c) "Fund" means the Recreation Complex Fund established and administered by the Association for the purpose of developing a recreation complex.

2.0 PURPOSE

2.1 The purpose of this Agreement is to establish the management framework for a community owned recreation complex.

3.0 MANAGEMENT

3.1 The Association will provide the Town with an Association executive roster for approval by the Town prior to the commencement of this Agreement. An organization chart is to be included along with a description of each officer's functional role and responsibilities.

These documents form Appendix A - Organization Chart/Job Descriptions of this agreement.

3.2 All development must comply with the Town's development bylaws, regulations and procedures.

3.3 The Association will annually present the Town with a budget prior to October 1 for the next fiscal year along with proof of adequate liability and property insurance to cover reasonable losses and/or claims.

This is Schedule "A" to Bylaw No. 8/92
passed by resolution on Council on the
28th day of September A.D. 1992


Town Administrator.

- 3.4 The Association will provide the Town with month end financial statements during the operating period(s). These reports are to be received by the 7th day of the month following.
- 3.5 The Association will hold an annual public meeting within one month of the end of it's fiscal period for the purposes of:
- election of officers
 - presentation of audited financial statements accounting for all revenues, disbursements and funds
 - presentation of the current year operating issues
- 3.6 The Association will provide an annual report to the Town within two weeks following it's annual meeting. This report will include the previous year financial statements and the current year plans presented at the annual meeting along with the minutes of that meeting.
- 3.7 The Town will serve as the arbitrator to resolve differences or problems experienced by the Association.

4.0 FISCAL AND NON-FISCAL RESPONSIBILITIES

- 4.1 The Town will direct three hundred thousand dollars (\$300000) from the Capital Reserve Fund and further will direct the balance of the Rink Fund to the Recreation Complex Fund following the execution of this Agreement.
- 4.2 The Association will assume responsibility for all subsequent capital and operating costs.
- 4.3 The Town will waive all municipal property taxes attributed to the Complex as provided in the Urban Municipality Act.
- 4.4 The Town will provide municipal services gratis to the Complex including water supply, waste disposal and frontage (ie. street maintenance, weed control, snow removal) services.

5.0 TERM

- 5.1 The term of this Agreement shall commence September 1, 1992 and continue ad infinitum.
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6.0 OWNERSHIP

6.1 The Town transfers title of the recreation complex facilities to the Association located on the properties described as:

Lot 1, Block 3, Plan 8561;
North 32 feet of Lot 6, Block 3, Plan 8561;
Lots 7, 8 and 9, Block 3, Plan 8561;
Lot 5, Block 3, Plan 8561;
South 70 feet of Lots 2, 3 and 4, Block 3, Plan 8561;
North 62 feet of Lots 2, 3 and 4, Block 3, Plan 8561;
Block 3A, Plan 8561 as amended by Master of Titles Order 92R32599;
Lot E, Block 3, Plan 64R39572 as amended by Master of Titles Order 9232600;
Lots 1, 2 and 3, Block 4, Plan 8561

A copy of Plan 8561 forms Appendix B - Location Maps of this agreement.

6.3 In the event of termination with cause the ownership of the properties, equities or other such assets of the Association will revert to the Town.

7.0 TERMINATION

7.1 Failure to comply with the terms and conditions of this agreement constitutes grounds for termination of this Agreement with cause by the non-offending party.

8.0 INDEMNIFICATION

8.1 The Association shall indemnify and save harmless the Town from and against all costs, losses, damages, judgements, claims, demands, suits, actions or other proceedings arising from anything done or omitted to be done by the Association, its contractors, officers, employees or agents in connection with this Agreement.

8.2 This section 8.0 shall survive the termination of this Agreement.

9.0 CHANGES

9.1 Any changes to this Agreement requires the mutual prior written consent of both parties.

10.0 GENERAL

10.1 This agreement shall not be assignable by either party hereto without the prior written consent of the other party.

10.2 The laws of Saskatchewan shall prevail.

The parties hereto have executed this Agreement as of the date and year first above written.

For: The Town

The Association

Signature: Duane Klippenstine

[Signature]

Name: Duane Klippenstine
Mayor

Chairperson

Date: October 7, 1992

Signature: [Signature]

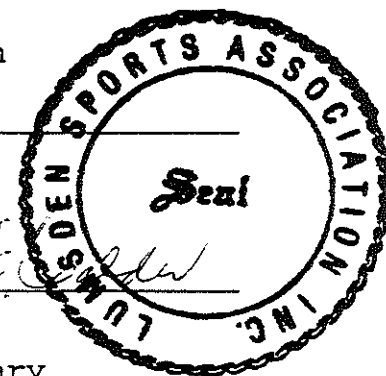
[Signature]

Name: Charlotte Klemp
Town Administrator

Secretary

Date: _____

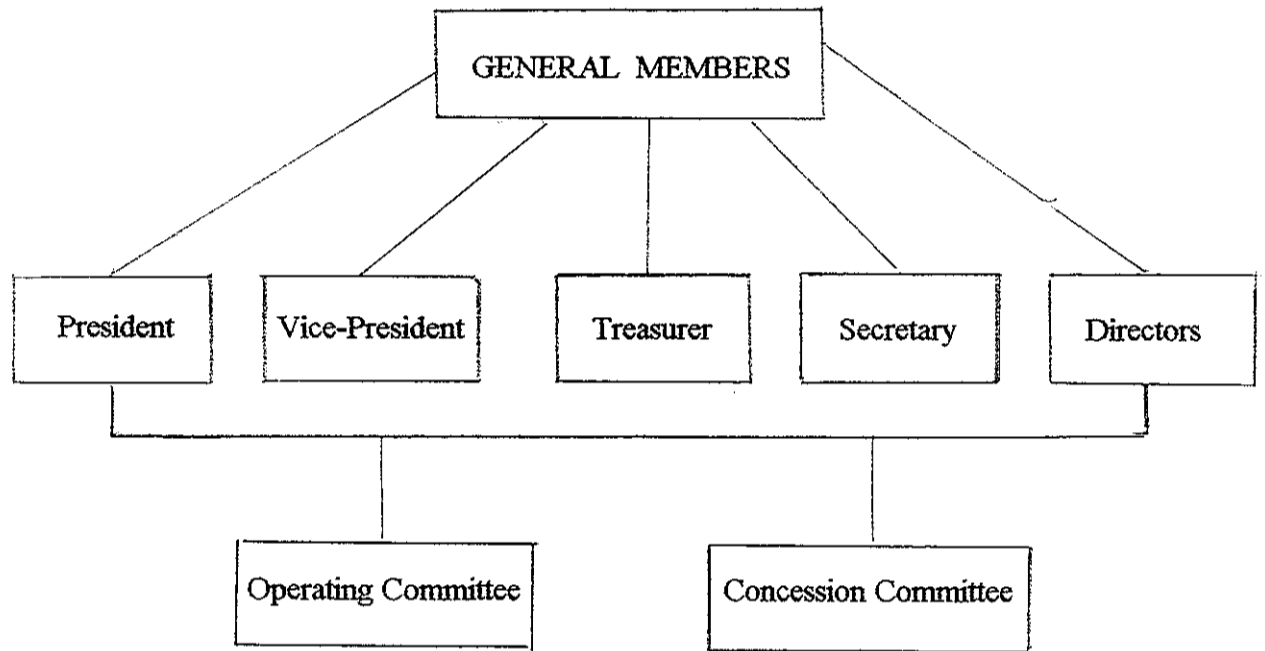
Witness _____



Appendix A

Organization Chart/Job Descriptions

**Lumsden Sports Association Inc.
Organization Chart**



Appendix B

Location Maps

