

BYLAW NO. 3/2000

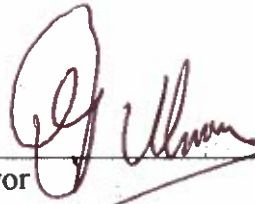
**A BYLAW TO ENTER INTO AN AGREEMENT WITH THE
OPTIMIST CLUB OF WILCOX FOR THE LEASE AND
OPERATION OF THE FORMER WILCOX UNITED CHURCH
PROPERTY AS A COMMUNITY CENTRE.**

The Council of the Village of Wilcox in the Province of Saskatchewan enacts as follows:

a) That an agreement may be entered into with the Optimist Club of Wilcox for the lease and operation of the former Wilcox United Church property as a community centre for the community of Wilcox.

b) That an addendum to the agreement may be entered into with the Optimist Club of Wilcox to detail the administration process for the Wilcox Hall Fund Trust in the event that the lease agreement is terminated for any reason.

Mayor



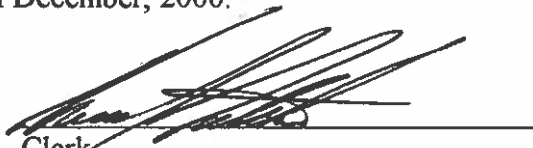
(SEAL)

Clerk



Certified a true copy of the bylaw adopted by resolution of Council on the 18th day of December, 2000.

Clerk



(SEAL)

THIS AGREEMENT MADE IN DUPLICATE THIS 18th DAY OF
DECEMBER, 2000.

BETWEEN:

VILLAGE OF WILCOX,
(hereinafter referred to as "the Village")
OF THE FIRST PART

- and -

THE OPTIMIST CLUB OF WILCOX,
(hereinafter referred to as "the Club")
OF THE SECOND PART

WHEREAS, The Village is an incorporated Urban Municipality of the Province of Saskatchewan, responsible for delivering varied and numerous services to the ratepayers and residents of that municipality;

AND WHEREAS the Club is a volunteer service club/organization operating in Wilcox which raises funds and administers programs and projects which benefit the community of Wilcox and its residents and ratepayers;

AND WHEREAS, in 1990, the Club initiated an ongoing fund-raising project for the future development of a community hall or community centre for Wilcox;

AND WHEREAS, the citizens of the community of Wilcox contributed in large part to the project through numerous and varied fundraisers;

AND WHEREAS, funds for the future development of a community hall or community centre have since been held in a trust fund (hereinafter referred to as "the Hall Fund Trust");

AND WHEREAS, the Village has acted as the trustee of the Hall Fund Trust since December, 1997;

AND WHEREAS, with proceeds from the Hall Fund Trust, the Club wishes to purchase the former Wilcox United Church property (hereinafter referred to as "the Property"), together with its building and contents. The Property's legal description is: S25' of Lot 15 and Lot 16, Block 7, Plan No. N-2595, in the Village of Wilcox;

AND WHEREAS, the Club wishes to operate the Property as a community centre or community hall but also desires that the Village be the registered owner of the Property;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein, and subject to the terms and conditions set out in this Agreement, the parties agree as follows:

OWNERSHIP, LEASE, TERMINATION

1. The Village shall be the registered owner of the Property.
2. The Village hereby leases the Property to the Club for One Dollar (\$1.00), the receipt of which is hereby acknowledged.
3. This lease Agreement and Addendum shall come into force on the day and date first above written and shall run concurrently without the need for annual renewal, subject to the terms and conditions of this agreement, and at the pleasure of the parties hereto.
4. Either party may terminate this lease Agreement by providing one years written notice to the other party.

5. This lease Agreement may be terminated on less than one years notice if the parties mutually agree.

6. This lease Agreement shall immediately be deemed null and void in the event the Club violates any provision of this Agreement.

7. If this lease Agreement is terminated, the Club understands and agrees it shall have no further interest in or claim against the Property. The Village shall then refer to the terms and conditions of the Addendum to this Agreement herein to administer the Property.

8. If the Club ceases to exist or dissolves, this lease Agreement shall immediately be deemed null and void and terminated. In this event, the Club understands and agrees it shall have no further interest in or claim to the Hall Fund Trust and the Village shall then refer to the terms and conditions of the Addendum to this Agreement herein to administer the Hall Fund Trust.

HALL FUND TRUST

9. As long as this Agreement is in force, the Village shall act as the trustee for the Hall Fund Trust.

10. The Village shall become the registered owner of the Property and shall, from the Hall Fund Trust, disburse payment for:

- the structural engineering report for the Property.
- the purchase price of the Property as agreed to by the Club and the Wilcox United Church.
- any other disbursements incurred or agreed to by the Club and the Wilcox United Church Board including, but not restricted to: the cost of the transfer of the Property to the name of the Village; land titles office costs; legal costs.

11. The Village may invest the proceeds of the Hall Fund Trust in any investment and in any manner that the Club recommends, but it is also agreed that all investments shall comply with the requirements for investing funds as detailed in *The Urban Municipality Act, 1984*.

- Earned interest from the investment of the Hall Fund Trust shall be turned over to the Club on January 1st in any year or on the maturity date of the investment, whichever is sooner.
- A statement of these investments and interest earned shall be provided to the Club.

12. From time to time, the Club may request the Village to disburse any portion of the Hall Fund Trust that the Club deems necessary for the general upkeep, maintenance, repair or operation of the Property. Such requests shall be in writing and signed by the officials of the Club, shall be specific as to the amount required, and shall be authorized by resolution passed at a duly called meeting of the Club.

13. All interest or proceeds earned from any investment of Hall Fund Trust moneys shall be considered part of the Hall Fund Trust and not Village general revenue.

14. The Club or any other person, group or organization may add to the Hall Fund Trust at any time and in any amount.

15. It is agreed that only those expenditures which are specifically authorized in this lease Agreement or Addendum may be paid from the Hall Fund Trust and under no circumstance may any part or portion of the Hall Fund Trust be used or dispersed by either the Club or the Village for any other purpose other than the development, maintenance, repair, upkeep or operation of the Property .

PROPERTY USE

16. The Club agrees to operate the Property as a community centre or community hall for the mutual benefit and enjoyment of the Village, the Club and the community.

17. The Property may only be used as a community centre or community hall and shall not be used for any other purpose or function.

18. Subject to the restrictions herein, the day-to-day operation of the Property shall be the responsibility of and left to the discretion of the Club.

19. The Club will promptly pay and be solely responsible for any and all operating expenses for the Property. Such expenses may include, but shall not be limited to, the following:
- property and liability insurance
- heat, light, power, telephone, natural gas
- upkeep, maintenance and repair of the building, property and contents

20. The Village agrees not to charge the Club for water and sewer consumption.

21. The Village agrees to exempt or abate, as the case may be, all taxes pertaining to the Property's land and building assessment while this agreement is in force.

22. The Club agrees to indemnify and save harmless the Village from any and all causes of action, suits, claims and demands whatsoever, brought by third parties, in relation to property damage incurred, or personal injury suffered, as a result of the operation or use of the Property by the Club.

23. This agreement shall enure to the benefit of and be binding upon the Village and the Club and their respective successors and heirs.

ENTIRE AGREEMENT

24. It is agreed by the parties hereto that if any part, term or provision of this Agreement, or the attached Addendum, is deemed unlawful by a court of competent jurisdiction, then the validity of the remaining portion or portions shall not be affected.

ASSIGNMENT

25. It is acknowledged that this Agreement may not be assigned or transferred in any manner by the parties.

HEADINGS AND GENDER

26. The headings of the paragraphs and clauses in this Agreement and Addendum have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement and Addendum or any of the provisions hereof.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as at the day and year first above.

VILLAGE OF WILCOX

Per:  _____

(SEAL)

Per:  _____

Authorized Signing Officers for the
OPTIMIST CLUB OF WILCOX

Per:  _____

(SEAL)

Per:  _____

**ADDENDUM TO THE AGREEMENT BETWEEN THE VILLAGE OF WILCOX
AND THE OPTIMIST CLUB OF WILCOX DATED THIS 18TH DAY OF
DECEMBER, 2000**

TERMINATION OF AGREEMENT - ADMINISTRATION OF PROPERTY

A. If the lease Agreement hereto is terminated for any reason, the Club understands and agrees that it will have no further interest in or claim to the Property and:

- The Village will attempt to find a suitable group or organization to replace the Club as the operator of the Property.
- If no suitable group or organization can be found in one year, the Village may dispose of or operate the Property as it sees fit.
- If the Village demolishes any buildings on the Property such demolition shall be paid from the Hall Fund Trust.

TERMINATION OF AGREEMENT - ADMINISTRATION OF HALL FUND TRUST

B. If the lease Agreement hereto is terminated for any reason, and if the Club deems that sufficient funds have become available to develop or construct a community hall or community centre, the Village, if requested in writing by the Club, shall transfer the Hall Fund Trust, together with accumulated interest, to the Club and the Club shall become trustee of the Hall Fund Trust, but the following shall also be understood and agreed:

- The Club will immediately proceed with the development or construction of a community hall or community centre. The Club also agrees that no funds or investment from the Hall Fund Trust will be used for any purpose other than for the construction or development of a community hall or community centre for Wilcox;
- In the event that the Club ceases to exist or dissolves or if the Club fails to develop or construct a community hall or community centre in a reasonable time while acting as trustee of the Hall Fund Trust, the Club agrees and understands that the Hall Fund Trust, together with all related investments and interest, shall be transferred back to the control of the Village. The Village, as trustee, agrees to administer the Hall Fund Trust in the manner described in this Addendum.

C. If the lease Agreement hereto is terminated as a result of the Club ceasing to exist or being dissolved or becoming insolvent, the Club understands and agrees it shall have no further interest in or claim to the Hall Fund Trust and:

- The Village shall act as trustee for the Hall Fund Trust for a one year period after the agreement is terminated.
- No funds except those deemed necessary for payment of utilities and necessary upkeep of the Property, may be dispersed from the Hall Fund Trust during this one year period.

D. If no suitable group or organization can be found to operate the Property as a community hall during the one year period following termination of the lease Agreement hereto, the Village will appoint a three member committee (hereinafter referred to as "the Committee") to oversee and administer the Hall Fund Trust, as follows:

- This Committee shall be comprised of the Clerk of the Village of Wilcox, an appointed representative of the Council of the Village of Wilcox and a member of the community at large as appointed by the Council of the Village of Wilcox.
- The two appointed members of the Committee shall be appointed annually.

E. The Committee may only use the proceeds of the Hall Fund Trust for the improvement of the community of Wilcox in the areas of sport, culture and recreation.

- The Committee shall assume the duties of trustee for the Hall Fund Trust and shall act independently of Village Council.
- Disbursements may be made from the Hall Fund Trust for, but shall not be restricted to, improvements or expansion of new or existing community or recreational facilities and operating grants to community based sports teams or organizations.

- The Committee shall be financially accountable to the Village Council and to the Village's appointed auditor at all times.

F. Subject to Section G. and H. herein, the Committee may not disperse in any one year more than the Hall Fund Trust earns in annual investment interest in that year.

G. In the event that the Committee or the Council of the Village of Wilcox recommends dispersing any amount of the Hall Fund Trust which exceeds the annual interest earned in any one year for any community project, excepting a proposal to develop a community hall for Wilcox, a community vote must be held on the question. The vote shall be held in accordance with Section I. herein.

H. In the event that a proposal is made for the development or operation of a community hall, the Committee may, provided that all members of the Committee unanimously agree, disperse any part of the Hall Fund Trust without holding a community vote. If the Committee is not unanimous in its support or if the Committee requests a vote of the community, it shall be held in accordance with Section I. herein.

COMMUNITY VOTING PROCESS

I. The vote mentioned in Sections G. and H. herein shall follow, as closely as possible, the legislated guidelines for urban municipal elections (*The Local Government Election Act*). All costs of holding such a vote will be paid from the Hall Fund Trust. Eligibility to vote on the question shall be:

- 18 years of age and a Canadian citizen as at the date of the vote; and
- A resident of Saskatchewan for six months prior to the vote and an owner of assessable property or a resident of either the Village of Wilcox, R.M. of Bratt's Lake No. 129 or the R.M. of Caledonia No. 99 for at least three months prior to the vote; and
- Receives regular mail in Wilcox and/or regards themselves as a member of the community of Wilcox;
- The Village Clerk shall determine the wording of the question for the ballot;
- The result of the vote shall not be binding on the Committee.

IN WITNESS WHEREOF the parties hereto have executed this Addendum as at the day and year first above.

VILLAGE OF WILCOX

Per: 

Per: 

(SEAL)

Authorized Signing Officers for the
OPTIMIST CLUB OF WILCOX

Per: 

Per: 

(SEAL)