

<b>TO:</b>	<b>CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON JUNE 18, 2018</b>
<b>FROM:</b>	<b>LYNNE LIVINGSTONE MANAGING DIRECTOR, NEIGHBOURHOOD, CHILDREN AND FIRE SERVICES</b>
<b>SUBJECT</b>	<b>AGREEMENT – THE OPTIMIST CLUB OF FANSHAWE, LONDON FANSHAWE OPTIMIST PARK – CHILDREN &amp; YOUTH FACILITIES</b>

<b>RECOMMENDATION</b>
-----------------------

That, on the recommendation of the Managing Director of Neighbourhood, Children and Fire Services, the attached By-law (Appendix A) **BE INTRODUCED** at the Municipal Council of June 26, 2018:

- a) **TO APPROVE** an agreement (Schedule A) with The Optimist Club of Fanshawe, London for their sponsorship of the construction of the Fanshawe Optimist Park - Children and Youth Facilities for accessible playground equipment including a woodchip safety surface, a half basketball court and improvements to the area where the annual neighbourhood outdoor ice rink is constructed and operated by neighbourhood residents; and
- b) **TO AUTHORIZE** the Mayor and City Clerk to execute the Agreement in (a) above.

<b>PREVIOUS REPORTS PERTINENT TO THIS MATTER</b>
--------------------------------------------------

Municipal Council, at its session held on June 25, 2013 resolved to approve the agreement with The Optimist Club of Fanshawe, London for their sponsorship of the construction of the Constitution Park – Children and Youth Facilities (accessible play equipment, multi-use sports pad).

<b>BACKGROUND</b>
-------------------

The Optimist Club of Fanshawe, London (Club) was formed in 1978 as part of Optimist International to serve the youth and community of north east London. Since its founding, the Club has fulfilled the Optimist International goal of “Bringing Out the Best in Kids” by investing over \$1 Million and countless hours in activities to support their youth and community projects. The legacy of the great work by the Club is on constant display through their support of sports teams, oratorical program, summer camps, bike rodeos, coats for kids collection, river safety program and donations to charities, to mention a few of their activities.

In 2016, The Optimist Club of Fanshawe, London engaged with City of London (City) Civic Administration expressing an interest to contribute financially to the Fanshawe Optimist Park project. Project implementation was deferred until 2018 due to the Fanshawe Park Road construction project.

The purpose of this report is to recognize and formalize the generous financial contribution by The Optimist Club of Fanshawe, London to the construction of additional amenities in Fanshawe Optimist Park.

The Club has generously committed \$40,000 over a 3 year period with \$15,000 payable in 2018 and 2019, and \$10,000 in 2020, to the construction of new children and youth facilities at Fanshawe Optimist Park. The City will be contributing \$106,000 towards this project, funded from existing capital programs previously approved by Council, which brings the total investment to \$146,000. The sponsorship by the Club significantly enhances the project by allowing for additional new accessible playground equipment including a woodchip safety surface, and a half basketball court to be constructed accommodating more children, youth and families. This contribution allows the City to invest its funding into an enhanced pathway circuit, park grading/seeding, tree planting, and benches. These plans reflect public input received in the Fall of 2017, and construction is planned to commence in June of 2018.

The sponsorship conforms with the Corporate Sponsorship and Advertising Policy.

An agreement has been created (Schedule A) which outlines the responsibilities of the City of London and sponsorship by The Optimist Club of Fanshawe, London.

**FINANCIAL IMPACT**

The total contribution of \$40,000 from The Optimist Club of Fanshawe, London will enhance the park and increase the recreation play opportunities for Londoners.

The new amenities will require an additional one thousand dollars annually to maintain. Funds will be found through efficiencies within existing operating budgets.

**ACKNOWLEDGEMENTS**

This report and agreement was prepared with the assistance of Lisa McNiven, Environmental and Parks Planning, Dianna Clarke, Parks and Recreation, Lynn Marshall, City Solicitor's Office; and, Kyle Murray, Financial and Business Services.

<b>SUBMITTED BY:</b>	<b>RECOMMENDED BY:</b>
<b>PAUL D'HOLLANDER MANAGER, NEIGHBOURHOOD OPERATIONS, NEIGHBOURHOOD, CHILDREN AND FIRE SERVICES</b>	<b>LYNNE LIVINGSTONE MANAGING DIRECTOR, NEIGHBOURHOOD, CHILDREN AND FIRE SERVICES</b>

- c. Dave Wilson, President, The Optimist Club of Fanshawe, London  
Chris Lyons, Committee Chair, The Optimist Club of Fanshawe, London  
Andrew Macpherson, Manager, Environmental and Parks Planning  
Scott Stafford, Managing Director, Parks and Recreation  
Kyle Murray, Senior Financial Business Administrator, Financial and Business Services

## APPENDIX A

Bill No.

By-law No.

A By-law to authorize and approve an Agreement with The Optimist Club of Fanshawe, London re: Fanshawe Optimist Park

WHEREAS subsection 5(3) of the *Municipal Act, 2001* S.O. 2001, c.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Agreement to be entered into between The Corporation of the City of London and The Optimist Club of Fanshawe, London, attached as Schedule A to this By-law, regarding the construction of children and youth facilities at Fanshawe Optimist Park, 65 Tweed Crescent, is hereby authorized and approved.
2. The Mayor and City Clerk are authorized to execute the agreement authorized and approved under section 1 of this by-law.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council , 2018

Matt Brown  
Mayor

Cathy Saunders  
City Clerk

First reading -  
Second reading –  
Third reading –

## **SCHEDULE A**

**THIS AGREEMENT** dated this 8<sup>th</sup> day of May, 2018

between

**THE CORPORATION OF THE CITY OF LONDON**  
(the "City")

and

**THE OPTIMIST CLUB OF FANSHAWE, LONDON**  
("Optimist Club")

**WHEREAS** the City owns and operates a public park located at 65 Tweed Crescent ("Fanshawe Optimist Park") in the City of London;

**AND WHEREAS** the City has undertaken to design, construct, and maintain, at its sole cost, children and youth facilities in Fanshawe Optimist Park, including accessible playground equipment and a woodchip safety surface, and a half basketball court (the "Facilities");

**AND WHEREAS** Optimist Club has undertaken to make a \$40,000.00 contribution toward the cost of construction of the Facilities;

**NOW THEREFORE** in consideration of the mutual premises and covenants hereinafter set forth, the parties hereto agree as follows:

### **1.0 OBLIGATIONS OF OPTIMIST CLUB**

**1.1** The Optimist Club shall pay to the City the sum of forty thousand dollars (\$40,000.00) in three (3) annual installments as follows:

- (a) \$15,000 on the later of the commencement of construction of the Facilities or September 1, 2018; plus,
- (b) \$15,000 on the later of one year after commencement of construction of the Facilities or September 1, 2019; plus,
- (c) \$10,000 on the later of two years after commencement of construction of the Facilities or September 1, 2020.

### **2.0 General**

- 2.1** If the Optimist Club fulfills its obligation in section 1.1(a), the City will recognize the contribution by installing signage at the Facilities as determined in the City's sole discretion. The form of signage shall be consistent with corporate signage and plaque guidelines. The cost associated with signage will be the responsibility of the City. The City will make all final decisions concerning what is placed or occurs on City property and in its buildings.
- 2.2** The Optimist Club represents and warrants that the City may use the name of the Optimist Club on signage under this agreement without penalty or additional cost to the City.
- 2.3** The City shall be the sole owner of any assets purchased using funds under section 1.1, and the City may dispose of any such assets at the City's sole discretion.

**3.0 Termination.**

**3.1** The City may terminate this Agreement immediately if:

- (i) the Optimist Club ceases its operations; or
- (ii) the Optimist Club fails to make one or more payments under section 1.1; or
- (iii) Fanshawe Optimist Park is closed or otherwise disposed of by the City.

Any termination by the City under this section shall be without penalty or liability to the City, and the City shall have no further obligations to Optimist Club.

**3.2** Subject to earlier termination under section 3.1, this Agreement shall terminate on September 1, 2020.

**IN WITNESS WHEREOF** the parties have executed this agreement under the hands of its duly authorized officers.

SIGNED, SEALED AND DELIVERED

**THE CORPORATION OF THE CITY OF LONDON**

\_\_\_\_\_  
Matt Brown, Mayor

\_\_\_\_\_  
Catharine Saunders, City Clerk

**THE OPTIMIST CLUB OF FANSHAWE, LONDON**

  
\_\_\_\_\_  
Dave Wilson, President

  
\_\_\_\_\_  
Gerry Savage, Secretary

  
\_\_\_\_\_  
Chris Lyons, Committee Chair