

Bill No. 281
2013

By-law No. A.-_____

A By-law to authorize and approve an Agreement
with The Optimist Club of Fanshawe, London re:
Constitution 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 Constitution Park, 725 Grenfell Drive, 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.

This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on June 25, 2013.

Joe Fontana
Mayor

Catharine Saunders
City Clerk

First reading – June 25, 2013
Second reading – June 25, 2013
Third reading – June 25, 2013

SCHEDULE A

THIS AGREEMENT dated this 24th day of June 2013

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 725 Grenfell Drive ("Constitution 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 Constitution Park, including a multi-use sports pad and new accessible play equipment (the "Facilities");

AND WHEREAS Optimist Club has undertaken to make a \$75,000.00 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 seventy-five thousand dollars (\$75,000.00) in three (3) annual installments as follows:
- (a) \$25,000 on the later of the commencement of construction of the Facilities or September 1, 2013; plus,
 - (b) \$25,000 on the later of one year after commencement of construction of the Facilities or September 1, 2014; plus,
 - (c) \$25,000 on the later of two years after commencement of construction of the Facilities or September 1, 2015.

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) Constitution 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 June 23, 2018.

IN WITNESS WHEREOF the City has hereunto affixed its corporate seal under the hands of its Mayor and Clerk and The Optimist Club of Fanshawe, London has hereunto affixed its corporate seal under the hands of its duly authorized officers.

SIGNED, SEALED AND DELIVERED

THE CORPORATION OF THE CITY OF LONDON

Joe Fontana, Mayor

Cathy Saunders, City Clerk

THE OPTIMIST CLUB OF FANSHAWE, LONDON

John Benbow, President

Dave Wilson, Secretary

Chris Lyons, Committee Chair