

THE CORPORATION OF THE CITY OF KENORA

BY-LAW NUMBER 51- 2002

A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN OLD TIME SIGNS AND THE CORPORATION OF THE CITY OF KENORA

WHEREAS Section 191 (2) of The Municipal Act R.S.O. 1990, C.M. 45 provides that every council may pass by-laws for the purpose of leasing land owned by the municipality; and

WHEREAS The Corporation of the City of Kenora deems it necessary and expedient to enter into an Agreement with Old Time Signs for the purpose of providing benches to be placed at certain sites within the community;

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

1. THAT the Mayor and Clerk of The Corporation of the City of Kenora are hereby authorized and empowered to execute an Agreement annexed hereto as Attachment "A" between Old Time Signs and The Corporation of the City of Kenora for the purpose of providing benches to be placed at certain sites within the community for a fee to a maximum of Four Hundred Dollars (\$400.00) per annum plus G.S.T. based on \$20.00 per bench.
2. THAT the term of the Agreement commence the 1st day of January, 2002 for a period of ten (10) years.
3. THAT all of the Terms and Conditions shall apply as provided for in the Agreement.
4. THIS By-law shall come into force and take effect upon the final passage thereof.
5. THAT By-law Number 27-99 is hereby repealed.

**BY-LAW READ A FIRST & SECOND TIME THIS 13TH DAY OF MAY,
2002.**

BY-LAW READ A THIRD & FINAL TIME THIS 13TH DAY OF MAY, 2002.

THE CORPORATION OF THE CITY OF KENORA:-

D. Canfield **MAYOR**

J. McMillin **CLERK**

ATTACHMENT "A"

BY-LAW NUMBER 51- 2002

THIS AGREEMENT made this 1st day of January, 2002.

BETWEEN:

OLD TIME SIGNS
(hereinafter called the Licensee)

- and -

THE CORPORATION OF THE CITY OF KENORA
(hereinafter called the City)

WHEREAS the City operates a Parks system which includes a number of locations scattered throughout the community;

WHEREAS the Licensee wishes to be licensed to provide benches to be placed at certain sites within the community;

NOW THEREFORE in consideration of the covenants herein and the compensation paid pursuant to the terms of this Agreement, the parties agree as follows:

1. The City shall grant to the Licensee an exclusive license to install a bench(es) for use at each of the sites listed on Schedule "A" hereto for a term of ten (10) years, commencing the 1st day of January, 2002.
2. The Licensee shall have the authority to grant sub licenses to third parties for the purpose of advertising on the benches as the Licensee may permit.
3. The Licensee undertakes to supply a bench to each available site as outlined on Schedule "A" (attached) within a five (5) year period after this Agreement is signed. Each site shall have no more than one (1) full backboard advertising sign per bench. The backboard may be shared but only by two (2) businesses.
 - a) The Licensee shall provide a quality bench that is approved by the City of Kenora.

- b) The Licensee shall ensure that a professional sign maker or painter does the advertisement(s) on both the sides and back of the benches.
- 4. The City will continue to maintain the sites but the Licensee or sub-licensee shall be responsible for the actual maintenance of and the advertisements on the benches.
- 5. In the event that any of the benches are damaged by City equipment or manpower, then the City shall be responsible for repair of the damage.
- 6. In consideration of the license granted above, the Licensee shall pay the sum of Four Hundred Dollars (\$400.00) plus G.S.T. to the City annually on the 1st day of April in each year throughout the term of the license. This amount shall not be subject to increase in the event that the number of sites are increased during the term of the license.
- 7. This Agreement will be reviewed on an annual basis to ensure the sites are still valid and the terms do not require amendment(s).
- 8. This Agreement shall be binding on the parties hereto and their heirs and successors in title and may only be varied by a further Agreement in writing between the parties.

DATED this _____ day of _____, 2002.

THE CORPORATION OF THE CITY OF KENORA:-

per: _____ MAYOR
D. Canfield

per: _____ CLERK
J. McMillin

OLD TIME SIGNS:-

per: _____

per: _____

Advertising Park Benches on City Property

Bench #	Advertiser	Location
1	Lakeside Inn	Park beside Blue Heron
2	Ristorante Pizzaria	Park beside Blue Heron
3	Century 21 - Frank	Park across from Blue Heron
4	Energy Tech	City Hall
5	Blue Heron	City Hall
6	Old Time Signs	Harbourfront
7	Dingwall Ford	Harbourfront
8	Royal Bank	Harbourfront
9	Casey's	Harbourfront
10	Boston Pizza	Harbourfront
11	Century 21 - Maureen	Harbourfront
12	Open	Keewatin Library
13	Open	Beatty Park – Keewatin
14	Century 21 - Warren	Calvary Church – Brinkman Road
15	Century 21 - Brian	JM park at Gazebo
16	Century 21 - Bill	Darren Avenue @ Brinkman Road