

**THE CORPORATION OF THE CITY OF KENORA**

**BY-LAW NUMBER 123 - 2004**

**A BY-LAW TO AUTHORIZE THE EXECUTION OF A LEASE AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF KENORA AND THE LAKE OF THE WOODS MUSEUM BOARD**

**WHEREAS** The Corporation of the City of Kenora has agreed to enter into a Lease Agreement with the Lake of the Woods Museum Board for the leasing of four (4) Parking Spaces in the City of Kenora; and

**WHEREAS** it is deemed expedient to enter into this Lease Agreement with the Lake of the Woods Museum Board;

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

1. THAT The Corporation of the City of Kenora hereby enters into an Agreement with The Lake of the Woods Museum Board, with respect to the leasing of four (4) parking spaces.
2. THAT the Corporation of the City of Kenora and the Lake of the Woods Museum Board, hereby enters into a Lease Agreement annexed hereto as Schedule "A".
3. THAT the Mayor and Clerk be hereby authorized to execute all documents related to this Lease Agreement on behalf of The Corporation of the City of Kenora.

BY-LAW READ A FIRST & SECOND TIME THIS 12 DAY OF OCT., 2004.  
BY-LAW READ A THIRD & FINAL TIME THIS 12 DAY OF OCT., 2004.

**THE CORPORATION OF THE CITY OF KENORA:-**

**per: \_\_\_\_\_ MAYOR**  
**David S. Canfield**

**per: \_\_\_\_\_ CLERK**  
**Joanne L. McMillin**

**SCHEDULE "A"**  
**TO BY-LAW NUMBER 123 - 2004**  
**PARKING AGREEMENT**

**Between:**

The Corporation of the City of Kenora  
Herein called the "City"  
- and -  
The Lake of the Woods Museum Board  
Herein called the "Board"

**This Agreement** shall be in force, in perpetuity, commencing January 1, 1999;

**This Agreement** vests the control and management of four (4) municipal parking spaces on the west side of the Museum on Water Street to the Board by the City;

**This Agreement** shall not be assignable to any other party and the parking spaces are intended for the sole use and administration by the Board;

**The Board** shall rent and/or use the municipal parking spaces as it deems appropriate, for parking purposes only and is responsible for the collection of parking fees, on whatever basis the Board so chooses (i.e. monthly; annually);

**The Board** shall collect, control and retain all fees associated with the four (4) parking spaces, and the fees shall be in accordance with current municipal parking rates;

**The Board** shall be responsible for all maintenance and care of the parking spaces, including snow clearing and removal;

**The Board** agrees to ensure the parking spaces comply with applicable municipal and provincial statutes, by-laws, regulations, ordinances or other orders, and to maintain the parking spaces in a clean and tenantable manner;

**The Board** will indemnify and save harmless the City against and from any and all claims, including, without limitation, any claims for bodily injury, or property damage arising from the use of the parking spaces or by or through any act of omission of the Board, its servants, agents, employees, invitees and against and from all cost, counsel fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought thereon, provided that such indemnity shall not apply to the negligent conduct of the City, its servants, employees, agents or contractors;

**The City** is not responsible for any damage or loss of automobiles, or their contents, parked in the parking spaces;

**The City** waives any fees to be paid by the Board to the City for this Agreement;

**The City/Board** shall have the right to cancel any or all of this parking arrangement at any time, giving at least thirty (30) days written notice of cancellation.

**Signed this .....day of ....., 2004**

**On behalf of the City:**

.....**D. Canfield - Mayor**

.....**J. McMillin - Clerk**

**On behalf of the Board:**

.....

**Print Name:**\_\_\_\_\_

.....

**Print Name:**\_\_\_\_\_