

BYLAW NO. 2014-3

A BYLAW TO ESTABLISH THE R.M. OF BROWNING NO. 34 AND TOWN OF LAMPMAN RECREATION BOARD AND TO PROVIDE JOINT FUNDING OF RECREATION FACILITIES

The Council of the Rural Municipality of Browning No. 34 in the Province of Saskatchewan, enacts as follows:

1. The R.M. of Browning No. 34 is hereby authorized to enter into an agreement, attached hereto and forming part of this Bylaw, and identified as Exhibit "A" with the following municipalities:
Town of Lampman
2. The Reeve and Administrator of the R.M. of Browning No. 34 are hereby authorized to sign and execute the attached agreement identified as Exhibit "A".
3. This Bylaw shall come into effect immediately following passing.
4. Bylaw No. 2005-1 hereby repealed.



Reeve

Administrator

Certified a true copy of Bylaw No. 2014-3
passed by resolution of the Council present
at their regular meeting on October 8, 2014

Administrator

EXHIBIT "A" BYLAW NO. 2014-3

Memorandum of Agreement made this 10th day of October

Between: Town of Lampman

And

R.M. of Browning No. 34

This agreement witnesseth as follows:

1. In this Agreement including this section:
 - a. Board means the R.M. of Browning and Town of Lampman Recreation Board
2. The purpose of the Board is to ensure that all citizens have the opportunity to participate in a variety of leisure activities in the areas of sport, culture and recreation at a reasonable cost
3. The function of the Board shall be:
 - a. To manage and operate the following areas and facilities:
 - i. Recreation Complex located on Block "Y" Plan 67R40558 and Block "Z" Plan 70R12891 including the Skating Rink, Curling Rink, Swimming Pool, Ball Diamonds, Sports Grounds, Park and any other facilities operated by the Board from time to time
 - b. To manage and operate the Golf Course located on the SE 17-5-6-W2M.
4. The Board shall consist of thirteen (13) members:
 - a. Three members of the Council of the R.M. of Browning No. 34 to be appointed by resolution of Council
 - b. Three members of the Council of the Town of Lampman to be appointed by resolution of Council
 - c. The Administrator and/or the Recreation Director of the Town of Lampman and/or R.M. of Browning No. 34 to act as Treasurer of the Board.
 - d. The Recreation Director shall act as the Secretary of the Board.

- e. One member of each of the following committees as appointed by their committee:
 - i. Curling Club
 - ii. Minor Sports
 - iii. Kitchen Committee
 - iv. Golf Club
 - v. Lampman School

5. The terms of the office of the Board shall be one year.

6. The Board during it's first meeting of the year shall appoint one Board member as the chairman.

7. The signing authority for the board shall be the Recreation Director or Treasurer and a R.M. Councillor or Town Councillor.

8. Every member of the Board, including the Chairperson, excluding the Recreation Director shall vote on every resolution presented at board meetings

9. The duties of the officers shall be as follows:
 - a. Chairman
 - i. To preside over all Board Meetings and Citizen Meetings
 - ii. To call Special Meetings

 - b. Secretary
 - i. To keep record of all meetings of the Board.
 - ii. To bring to the attention of the Board all correspondence concerning the Board

 - c. Treasurer
 - i. To receive all monies in the Affinity Credit Union, Lampman Branch or any other banking institution selected by the Board.
 - ii. To pay all accounts of the Board.
 - iii. To prepare financial reports as required by the Board.
 - iv. To prepare a monthly list of Expenses and Revenues to be presented to both R.M. and Town Councils
 - v. To prepare financial records at year end (December 31) for the annual audit by the auditors of the R.M. of Browning No. 34 for that year.

10.

a. The seat of a member of the Board who absents him or herself from three (3) consecutive meetings without authorization by resolution of the board shall become vacant or his or her seat becomes vacant by death, sickness, or otherwise.

b. The seat of a member of the Board shall become vacant upon receipt of a written notice of resignation to the Secretary of the Board

c. The Secretary of the Board, and/or any appointed committee shall advise either the R.M. of Browning and/or the Town of Lampman of the vacancy, whichever is affected and in the case of the vacancy of the Secretary seat, the Chairman shall advise the R.M. of Browning and Town of Lampman of the vacancy whichever is affected and a new Secretary shall be appointed at the following Board meeting.

d. The Council of the affected municipality shall by resolution at the first meeting following receipt of notice of vacancy, fill the vacancy.

11. Four councillors of any combination of the Town of Lampman and R.M. of Browning shall constitute a quorum.

12. The Board shall meet once a month and additionally when required as called by the Chairman or Secretary. In the event that a meeting cannot be held on the set date, a rescheduled meeting will be set for the following week. If a meeting cannot be held within one week of the original date, a meeting will be conducted by a means of a telephone, electronic or other communication facility if:

i. Notice of the meeting will be given to the public

ii. The facility will enable the public to at least listen to the meeting at a place specified in the notice and the Recreation Director/Secretary is in attendance at that place.

iii. The facilities permit all participants to communicate adequately with each other during the meeting.

iv. Members of the Board participating in a meeting help by means of a communication facility are deemed to be present at the meeting.

a. All actions of the Board shall be entered into a minute book to be kept for that purpose by the Secretary and signed by the presiding officer and secretary.

13. The Board shall be responsible to the R.M. of Browning and Town of Lampman Councils and the Board's powers and duties shall be as follows:

- a. The Board shall establish goals and objectives.
- b. The Board shall before the May meeting of Councils prepare a budget being an estimate of it's proposed revenue and expenditures for the current calendar year operations.
- c. The Board shall manage, control and operate the following:
 - i. Lampman Recreation Complex;
 - ii. Lampman Swimming Pool;
 - iii. Lampman Sports Grounds;
 - iv. Lampman Golf Course;
 - v. Lampman Campground;and any other areas and/or facilities that may arise in the area of recreation.
- d. To set up and supervise committees for any and all purposes the Board may deem necessary. With such powers as the Board may assign. Standing committees of the Board shall be:
 - i. Kitchen
 - ii. Curling Club
 - iii. Golf Course
 - iv. Minor Sports Council
 - v. Swimming Pool
- e. To manage and control all funds received from operations of the grounds, facilities and committees under the Board's jurisdiction and at the pleasure of Council.
- f. To pay all expenses arising from operation of areas, facilities and programs under the Board's jurisdiction.
- g. To Control and manage all equipment acquired by the Board
- h. To purchase material supplies and equipment required for the operation and maintenance of areas, facilities and programs.
- i. To set fees for rental, admissions and other financial arrangements entered into for the use of these areas, facilities and programs operated by the Board.
- j. To employ personnel for maintenance and operations of the recreation complex, swimming pool, sports grounds, golf course and park areas and to define the duties and fix remuneration for such employees.
- k. To make recommendations to Council regarding such matters as amendments to this agreement, expansion of areas, facilities and equipment to improve use or

management; insurance coverage, needed improvements and other matters which may from time to time arise.

14. The parties to this agreement agree to provide financial contributions in the amounts further provided in this agreement towards the costs of operating the recreational facilities previously mentioned in the agreement.
15. The parties to this agreement agree that the amounts referred to in Section 15 above shall be provided as follows:

| AMOUNTS PROVIDED BY | AMOUNTS TO BE PROVIDED | OWNED BY |
|-------------------------|--|---|
| R.M. of Browning No. 34 | 50% yearly operating deficit to \$25,000 | R.M. of Browning No. 34 & Town of Lampman |
| Town of Lampman | 50% yearly operating deficit to \$25,000 | R.M. of Browning No. 34 & Town of Lampman |

Any amount above shall be reviewed by each respective Council in the case of a deficit in excess of \$50,000

16. It is agreed that the amounts payable by the Town of Lampman and the R.M. of Browning No. 34 be paid to the Town of Lampman and the R.M. of Browning No. 34 Recreation Board upon receipt of the monthly deficit invoice received from the Treasurer of the Recreation Board.
17. The Treasurer of the Recreation Board hereby agrees to provide such documentation and accounting necessary under the intermunicipal recreation program to substantiate the amount of monies expended upon the recreation facilities mentioned in this agreement, such documentation to be provided on or before the 31st day of January in the year following the expenditure of such funds.
18. It is understood and agreed that this agreement shall be continuous, but the agreement may be terminated by either the Town of Lampman and the R.M. of Browning No. 34 giving 12 months notice in writing.