

REPORT NO. 108 of the
**SOCIAL DEVELOPMENT,
HEALTH & CULTURE STANDING COMMITTEE**
of its meeting held August 8, 2012

Present: **Councillor Ed Sleiman, Vice Chair**
 Councillor Percy Hatfield
 Councillor Hilary Payne
 Councillor Alan Halberstadt

Regrets: **Councillor Ron Jones**

That the following recommendation of the Social Development, Health and Culture Standing Committee **BE APPROVED** as follows:


Moved by Councillor Halberstadt, seconded by Councillor Hatfield,
THAT the Board of Directors, Willistead Manor Inc. recommends
APPROVAL and **IMPLEMENTATION** of the amended Willistead manor Endowment
Fund document, attached hereto as "Appendix A", and
THAT Windsor City Council **EXECUTE** the necessary by-laws to carry
out the process.

Carried.

Clerk's Note: Report No. 82 of the Board of Directors, Willistead Manor Inc. (Willistead Manor Endowment Fund) is attached as background information.



VICE CHAIRPERSON



COUNCIL SECRETARIAT

NOTIFICATION:		
Name	Address	Email
Willistead Manor Inc. Board of Directors		



REPORT NO. 82
of the
BOARD OF DIRECTORS,
WILLISTEAD MANOR INC.
of its meeting held July 12, 2012

Present: S. Marshall, Chairperson
Councillor A. Halberstadt
M.J. Dettinger
L. Brown
C. Gaudette
R. Gauthier
D. Langstone
W. McCall
R. Easterbrook
B. Clayton

Your Board submits the following recommendation:

That The Board of Directors, Willistead Manor Inc. recommends **APPROVAL and IMPLEMENTATION** of the amended Willistead Manor Endowment Fund document, attached hereto as "Appendix A"

And that Windsor City Council **EXECUTE** the necessary by-laws to carry out the process.

Carried.

Chair

Executive Secretary

NOTIFY:

Name	Address	City/Prov/Pstcd	Telephone	FAX

WILLISTEAD MANOR ENDOWMENT FUND

DEFINITIONS

1. In this Document,

"Board" means the Willistead Manor Inc. Board of Directors;

"City" means The Corporation of the City of Windsor;

"City Council" means the Council for the City of Windsor;

"Conditions Report" means the report described in sections 14 and 15 herein;

"Day to Day Operational Expenditures" shall include, though not be limited to, maintenance and repairs, caretaking, housekeeping, decorating, staff salaries and benefits, seasonal staff employment, general park maintenance, utilities, insurance, custodial staffing, contracted services for security and catering services, and any other expenditures of an operational nature;

"Donations" means assets donated to the Willistead Manor Endowment Fund;

"Donor" means a person who makes a donation to the Fund;

"External Auditors" means an auditor as defined under section 296 of the *Municipal Act, 2001*, S.O. 2001, c. 25;

"Fund" means the same as "Willistead Manor Endowment Fund";

"Willistead Manor" means Willistead Manor located 1899 Niagara Street, Windsor, Ontario, and shall include the park, coach-house, gatehouse, fence, and other monuments and structures located on the property;

"Willistead Manor Endowment Fund" means all gifts received by the City subject to the terms and conditions set out herein for the purpose of financing the preservation, restoration, and capital improvements of Willistead Manor; and

"Windsor Heritage Committee" means the Windsor Heritage Committee as set out in City of Windsor By-law 36-2006, *A By-law to Establish the Windsor Heritage Committee*.

NAME

2. The Fund shall be known as the Willistead Manor Endowment Fund.

PURPOSE

3. The City is the registered owner of Willistead Manor. The City wishes to establish a Fund that is to be held in trust and invested by the City, to be used for the benefit of Willistead Manor as set out in section 4.
4. The Fund is to be used exclusively, and in perpetuity, for the preservation, restoration, and capital improvement of Willistead Manor, and used for any means needed to achieve this purpose. It is intended that the Fund be used for infrastructure projects. The Fund shall not be used for the Day-to-Day Operational Expenditures of Willistead Manor.

DONATIONS

5. All Donations to the Fund shall be made payable to "The Corporation of the City of Windsor-Willistead Manor Endowment Fund". Each Donor wishing to donate to the Fund shall review the terms of this Fund and shall execute the form of deed of gift and direction.
6. The City will provide receipts for income tax purposes in respect of donations to the Fund.
7. The identities of Donors may be anonymous or disclosed at the request of the Donor.

ADMINISTRATION

8. The Board shall be responsible for making recommendations to City Council with respect to the Fund, including, though not limited to:
 - (i) The disbursement of funds; and
 - (ii) The raising of funds.
9. Prior to making any recommendations to City Council, the Board shall consult with the Windsor Heritage Committee with respect to matters which relate to, or affect any features, elements or reasons which form part of or contribute to the by-law designating Willistead Manor to be of cultural heritage value or interest.
10. Only City Council shall have the authority to make decisions in regards to expenditures from the Fund. This power to make decisions shall not be delegated.

11. City Council shall make decisions regarding the use of the Fund in accordance with:
 - (i) The recommendations of the Board,
 - (ii) The recommendations of the Windsor Heritage Committee, if the recommendation relates to or affects any features, elements or reasons which form part of or contribute to the by-law designating Willistead Manor to be of cultural heritage value or interest, and
 - (iii) The restrictions or limitations set out in this document.
12. The City shall maintain a separate trust account for the Fund, with separate accounting books and a separate bank account for the Fund, of which the City shall maintain full custody.

CONDITIONS REPORT AND CONSULTATION

13. The City shall prepare a report (the "Conditions Report"), which shall include, though not be limited to:
 - (i) A description of the current property conditions of Willistead Manor;
 - (ii) A description of any immediate capital improvements required to Willistead Manor; and
 - (iii) A description of any capital improvements which it is anticipated will be required in the future to Willistead Manor.
14. Pursuant to section 13, the City shall maintain the Conditions Report and annually update the Board on the status of the improvements listed in the Conditions Report.
15. If and as required, a special consultant may be hired to prepare or to revise and update the Conditions report. The expense of such special consultant will be paid by the Fund.
16. The Board shall consider the Conditions Report, and any recommendations or advice from the special consultants if applicable, when making their recommendations to City Council.

INVESTMENT OF FUND

17. The City shall invest the Fund in investments permitted by the *Municipal Act, 2001*, S.O. 2001, c. 25 and the regulations thereunder.

CAPITAL PRESERVATION AND USE OF FUND

18. (1) The minimum capital amount that must be preserved in the Fund at all times is set at fifty per cent (50%) of the receipted value of life to date contributions to the Fund. No disbursements can be made that will reduce the Fund's capital balance below this minimum level.
18. (2). Any or all income earned by the Fund may be expended for the purposes of the Fund.

EXPENSES

19. Expenses incurred by the City which are directly attributable to the Fund will be charged to the Fund. Such expenses may include, but not be limited to, legal fees, accounting fees and costs related to the sale of property and investments held by the Fund.

REDESIGNATION

20. In the event that Willistead Manor shall cease to exist or shall no longer be maintained as a heritage property for the benefit of the public, the City shall redesignate the purpose of the Fund, provided that such redesignated purpose shall be for the benefit of one or more properties which are at that time properties designated under the provisions of the Ontario Heritage Act, and are owned by the City. All other terms and conditions of this Fund would continue to apply.

VARIATION

21. The terms and conditions of this Fund may be varied or amended by the City from time to time. Notwithstanding the foregoing no variation or amendment shall be made:
 - (i) to section 20; or
 - (ii) to section 4, unless made as a result of the operation of section 20.

AUDIT

22. The City undertakes an annual audit of all its trust funds. This Fund will be audited as part of that annual process.
23. The City will make available, upon request of a Donor, an annual audited financial statement of the Fund.

GOVERNING LAW

24. This - Fund shall be governed and interpreted in accordance with the laws of the Province of Ontario, Canada. Any litigation regarding this or the Fund shall be commenced in and resolved in Ontario.
25. This Fund shall at all times comply with the City's Donation Policy which may be in effect from time to time.