



**SHUSWAP
CYCLING CLUB**
www.shuswapbike.com

Shuswap Cycling Society

Special Meeting Minutes

December 12, 2019

The purpose of this Special Meeting is to vote on 2 resolutions:

1. "That the Shuswap Cycling Society endorse a Letter of Intent to enter into a 3 year partnership with Skookum Cycle & Ski Ltd. to acquire and operate the Salty Dog Enduro mountain bike race on an ongoing basis." (letter of intent below)
2. "That the Shuswap Cycling Society approve expenditure of funds of \$6,000 per year for 3 years to hire a Race Director to operate the Salty Dog Enduro on a 3-year contract."

Salty Dog Sale Draft Letter Of Intent

The Shuswap Cycling Society will enter into a 3 year partnership with Skookum Cycle & Ski Ltd to adopt the Salty Dog Enduro mountain bike race..

Skookum will provide:

- *Extensive hands-on training of SCC appointed event coordinator prior to and during 2020 race and ongoing consultation for 2021 and 2022.*
- *act as liaison with various bike industry partners for the provision of sponsorship, donation and branding during the 5 year term of exclusivity, as listed in terms below;*
- *use of additional Skookum-owned equipment, tools and supplies during this term (power cable, tents, tables, garbage cans, chairs, etc.)*
- *Liaison and goodwill with City of Salmon Arm, Rec Sites & Trails, BC, FLANRO, Ministry of Transportation and Infrastructure, Salmon Arm Parks & Recreation Society, Neighbours of South Canoe Trails, Canoe Forest Products, Curt Olson, Shuswap Trail Alliance, Cycling BC*
- *Skookum will also provide use of additional Skookum-owned equipment, tools and supplies during this term (power cable, tents, tables, garbage cans, chairs, etc.)*

The Club Will Retain The Rights To Skookum Cycle:

- *The "Salty Dog 6-Hour Enduro" name and all rights thereto;*
- *All current, existing Salty Dog logos and artwork;*
- *Trail use tenure with Ministry of Forests (FLANRO) through 2025 with additional 10 year renewal option;*

- *Previous racer list with names and emails;*
- *Event website URL, and social media accounts;*
- *Salty Dog Woodalion press/branding Iron;*
- *Event procedures and policy manual;*
- *Event emergency response plan;*
- *Miscellaneous event-owned equipment, tools and supplies (flagging tape, sign posts, signboards, etc.)*

Terms & Conditions:

- *The Club will pay \$75,000 to Skookum Cycle out of proceeds from the event, payable in 3 equal instalments of \$25,000, due 15 February 2020, 2021 and 2022, respectively,*
- *The Event will be purchased out of proceeds from the event.*
- *Both parties understand that the Club will not go into debt to cover the direct costs associated with the event during the three year period from 2020 to 2022. These costs specifically do not include the costs associated with hiring staff to run the event.*
- *Skookum Cycle will have a Take-Back option if any payments are not completed during the three year period from 2020 to 2022*
- *Skookum Cycle & Ski Ltd. to be exclusive bike shop sponsor of the event for a 5 year period, with ongoing renewal option;*

1. Meeting Called to Order 7:06pm – December 12, 2019

In Attendance: 12 members. Quorum of 9 members met

Adrian Bostock

David Major

Jeff Navratil

Lauren Navratil

Warren Staff

Dan Capek

Brad Littler

Sean Hardy

Shelley Desautels

Doris Mills

Alan Journeau

Brian Browning

2. Adoption of Agenda

It was: **Moved and Seconded (Shelley / Adrian)**

To adopt the agenda

Carried

3. Review Letter of intent

- Letter or intent is not a contract. If the members decide to endorse the Letter of intent then we will move forward with a contract (will be written up by lawyer)
- Adrian reviewed the letter of intent and how Skookum and all other stake holders will be involved in the race
- Canoe FP, Curt Olsen, Cycling BC are also all stakeholders
- Skookum will continue to provide all the 'stuff' – tables, chairs, tents, timing etc. We are not buying these items. Skookum will keep these items and let us use them at no cost for the race. The purchase will include:
 - i. Salty Dog 6 Hour Enduro - is not a registered trademark name. We will buy this name
 - ii. Tenure for the race and it needs to be assigned by rec parks and trails and FLINROD
 - iii. Previous racers list and contract information
 - iv. Web site
 - v. Woodalian press
 - vi. Play book and Emergency action play will be given to Bike Club
- Bike Club will pay \$75,000 for the Salty Dog 6 Hour Enduro. The \$75,000 will be paid out of race revenue over 3 years (\$25,000 / over 3 years)
- No commitment to pay. If we can not pay – then the race goes back to Skookum and there will be no monetary penalty to the Bike Club
- Skookum reserves the right to be the premium sponsor of the race for 5 years and then renewable for 5 additional years
 - i. Bike Club should come up with a template as to how the sponsorship levels work

Request for Vote By secret ballot – Adrian / Doris

4. Resolution #1

75% majority required for a special resolution

It was:

Moved and Seconded (Shelly / Jeff) “That the Shuswap Cycling Society endorse a Letter of Intent to enter into a 3 year partnership with Skookum Cycle & Ski Ltd. to acquire and operate the Salty Dog Enduro mountain bike race on an ongoing basis.”
(letter of intent attached)

Discussion

- Will race be profitable? If race continues to run as it has then there is enough revenue to pay Skookum, Race Director, and have enough left over to have revenue
- Won't be much profit in the first 3 year
- Some concerns re will there be enough volunteers?
 - Keith will continue with timing
 - Linda will continue with registration?
 - Tom Peasgood will provide contact info for volunteers
 - Shelley and Dan will be on Salty Dog committee
 - Race will be run as a non-profit so hopefully people will be inspired to continue to volunteer
 - Club should send an invitation to all the volunteers to 'invite' them to come back to volunteer

Any change to Resolution – no

Carried (11 in Favour, 0 Opposed, 1 Abstention)

5. Resolution #2

It was:

Moved and Seconded (Shelly / Sean) “That the Shuswap Cycling Society approve expenditure of funds of \$6,000 per year for 3 years to hire a Race Director to operate the Salty Dog Enduro on a 3-year contract.”

Discussion

- Wording of resolution makes sound like the contract must be a 3-year contract.
Re worded to take out '3 year contract'

Any change to Resolution - Yes

It was:

Moved and Seconded (Shelly / Alan) “That the Shuswap Cycling Society approve

expenditure of funds of \$6,000 per year for 3 years to hire a Race Director to operate the Salty Dog Enduro”

- we must have a paid race director otherwise we feel the race will be difficult to handle. The board does not want to take this on without a race director
- part of Race director job will be to write up a 'play book'. This play book will remain part of the Bike Club as a hand book on how to run the race. When race director is finished the 3 years the play book goes back to club
- Kara Leinweber has been contacted to be the race director and she would like to take the race on for the 3 year period
- Bike club will have a contract written up for the details of race director

Carried (12 in Favour, 0 Opposed, 0 Abstention)

6. Adjournment

-the meeting was terminated at 7:46pm