



Additional documents

Ordinary Meeting of Council

Wednesday, 27 October 2021, 6.00pm

Table of Contents

Contents	Page
C2110-1 APPOINTMENT OF MEMBERS TO COMMITTEES AND GROUPS	1
C2110-6 PERTH GLORY FOOTBALL CLUB LICENSE - 70 PARRY STREET, FREMANTLE	5

C2110-1 APPOINTMENT OF MEMBERS TO COMMITTEES AND GROUPS

SUBMITTED BY: MANGER GOVERNANCE

AMENDED OFFICER RECOMMENDATION

Council:

- 1. Approve amendments and adopt the City of Fremantle Council: Committees and Groups Register, as attached and**

a. approve further amendments as included in the below table:

Group / Committee	Clause/s	Action	Change	Reason
Audit and Risk Management Committee cont.	4. Membership	Amend	4.1 The committee will be made up of a minimum of the following members and in accordance with <i>Local Government (Audit) Regulations 1996 regulation 17(1)</i> : <ol style="list-style-type: none"> a. The Mayor (ex-officio member); a. Three councillors; and b. four councillors as members, and c. four councillors as deputy members, who will act as a member when their fellow Ward member is unable to attend and will also provide apology in accordance with the meeting procedures if they are unable to deputise. b. One external independent member. 	For clarity on membership preferences and deputy member responsibilities
Delegated Committees of Council	1 Membership	Amend	"c. Six deputy members, one councillor from each Ward, who will act as a member when their fellow Ward member is unable to attend and will also provide apology in accordance with the meeting procedures if they are unable to deputise."	To clarify deputy member responsibilities

Group / Committee	Clauses	Action	Change	Reason
CEO Recruitment and Selection Panel	4. membership	Amend proposed ToR	5. Membership 4.1 The Panel will be made up of the following members: a. The Mayor (as ex-officio) b. 4 6 Councillors c. 1 Independent member	To accommodate membership interest in this panel

2. Appoint members to each committee and group as included below:

Council Committees				
Name	Acronym	Ward	Member	Deputy Member
Finance, Policy, Operations and Legislation Committee	FPOL	Ex officio	Mayor	---
		North	Doug Thompson	Bryn Jones
		South	Marija Vujcic	Andrew Sullivan
		Hilton	Frank Mofflin	Ben Lawver
		Beaconsfield	Fedele Camarda	Geoff Graham
		East	Jenny Archibald	Su Groome
		City	Rachel Pemberton	Adin Lang
Planning Committee	Planning	Ex officio	Mayor	---
		North	Bryn Jones	Doug Thompson
		South	Andrew Sullivan	Marija Vujcic
		Hilton	Ben Lawver	Frank Mofflin
		Beaconsfield	Geoff Graham	Fedele Camarda
		East	Su Groome	Jenny Archibald
		City	Adin Lang	Rachel Pemberton
Strategic Planning and Transport Committee	SPT	Ex officio	Mayor	---
		North	Bryn Jones	Doug Thompson
		South	Andrew Sullivan	Marija Vujcic
		Hilton	Ben Lawver	Frank Mofflin
		Beaconsfield	Geoff Graham	Fedele Camarda
		East	Jenny Archibald	Su Groome
		City		
Audit and Risk Management Committee	ARMC	Ex officio	Mayor	---
		Independent	Committee to appoint	---
		1.	Andrew Sullivan	Jenny Archibald
		2.	Su Groome	Geoff Graham
		3.	Fedele Camarda	Marija Vujcic
		4.	Frank Mofflin	

CEO - Recruitment, Selection and Performance Review bodies			
Name	Acronym	Members	
CEO Performance Committee	CEOPC	Mayor	Jenny Archibald
		Andrew Sullivan	Geoff Graham
CEO Recruitment and Selection Panel	CEORS	Mayor	Marija Vujcic
		Rob McDonald Independent Member	Geoff Graham
		Jenny Archibald	Andrew Sullivan
		Doug Thompson	Frank Mofflin

Working Groups			
Name	Acronym	Members	
International Relations Working Group	IRWG	A maximum of 4 Elected Members	
		Bryn Jones	Doug Thompson
		Fedele Camarda	
Destination Marketing Working Group	DMWG	There are no Elected Member representatives on this working group. Qualification is to be determined to the satisfaction of the Director City Business.	
		One independent chairperson with suitable qualifications and/or experience in marketing	One representative from the Fremantle Chamber of Commerce: must be a current board member or the Chief Executive Officer.
		One representative from Fremantle's arts and culture business sector with suitable qualifications and/or experience in marketing.	One representative from Fremantle's hospitality business sector with suitable qualifications and/or experience in marketing.
		One representative from the Indigenous business sector with suitable qualifications and/or experience in marketing.	One representative from Fremantle's retail business sector with suitable qualifications and/or experience in marketing.
		One representative from Fremantle's tourism business sector with suitable qualifications and/or experience in marketing.	One representative from Fremantle's professional service business sector (e.g. beauticians, banking, dentists) with suitable qualifications and/or experience in marketing.

External Groups – Members appointed by Council				
Name	Acronym	Term	Member	Deputy Member
Metro Inner-South JDAP	JDAP	Current members will remain as Term expires on 26 January 2022. New members are subject to the short-term remaining.	Andrew Sullivan	Jenny Archibald
			Rachel Pemberton	Bryn Jones

South West Reference Group	SWRG	2021-2023 – In alignment with local government elections.	Ben Lawver	Adin Lang
South West corridor development foundation	SWCDF	Groups combined for membership purposes in 2021.		
Resource Recovery Group	RRG	2021-2023 – In alignment with local government elections.	Doug Thompson	
Western Australian Local Government Association South Metropolitan Zone	WALGA Zone	2021-2023 – In alignment with local government elections.	Doug Thompson	
			Geoff Graham	
			Frank Mofflin	
South West Group Board	SWGB	Mayors and CEOs of member local governments are ex-officio members.	Mayor	
			Chief Executive Officer	

C2110-6 PERTH GLORY FOOTBALL CLUB LICENSE - 70 PARRY STREET, FREMANTLE

ADDITIONAL OFFICER COMMENT

Due to a minor administrative error, the license term was incorrectly displayed in the agenda item and associated recommendation. It has now been updated to reflect the license term that was originally proposed when presented to FPOL in September.

An amended officers recommendation has been provided to reflect the correction.

AMENDED OFFICER'S RECOMMENDATION

Council:

1. **Agree to the following proposed essential terms for the license of a portion of 70 Parry Street, Fremantle to the Perth Glory Football Club:**

Land Description	<i>Lot 1514 on Deposited Plan 222431 and being the whole of the land comprised in Certificate of Title Volume 1960 Folio 146</i> <i>Lot 1849 on Deposited Plan 165065 and being the whole of the land comprised in Certificate of Title Volume 1215 Folio 629</i>
Property	<i>Part of 70 Parry Street, Fremantle - 1528 m2</i>
Property Owner	<i>City of Fremantle (Crown Grant in trust)</i>
Licensor	<i>City of Fremantle</i>
Licensee	<i>Okewood Pty Ltd (ACN 053 910 133) trading as Perth Glory Football Club of 32 Harrogate Street, West Leederville, Western Australia 6007</i>
Guarantee	<i>The licensee will be required to pay 6 months rent in advance, upon commencement of the licence. The license will require a bank guarantee to the value of 3 months' rent. The license will also require a personal guarantor.</i>
Condition Precedent	<i>This agreement is subject to and conditional upon the written permission of the Minister for Lands being obtained under section 75(6) of the Land Administration Act 1997.</i>
Licence Commencement Date	<i>1 January 2022</i>
Licence Term	<i>Three (3) years commencing on 1 January 2022 and expiring on 31 December 2024.</i> <i>3 years with an additional shared option of a further 2 years. After the initial 3 year term has ended and the 2 year option has commenced, there will be a 9 month</i>

	<i>notice period should either party wish to end the lease.</i>
Annual Rent	\$185 per square metre
Permitted Use	<p>The permitted use of the building must be consistent with the Building Code of Australia (BCA)</p> <p>Ground floor and first floor: Delineated area including toilets, storage areas, offices and meeting rooms as noted within the defined boundaries to be used for purposes of sport and recreation and associated administration.</p> <p>The Property is approved for the above permitted uses only and the granting of this license will be subject to approval by the Minister of Lands.</p>
Outgoings	<p>Outgoings payable will include but not be limited to:</p> <ul style="list-style-type: none"> • Electricity usage (account to be connected by the Licensee) • Water usage • Phone and internet connection (account to be arranged and connected by the Licensee) • Council Rates
Building Maintenance	<p>Preventative and reactive maintenance services shall be undertaken by the Licensor. The Licensor will access the property when required for any maintenance obligations after providing reasonable notice. In the case of emergency, the Licensor will access the property without notice.</p> <p>Reactive maintenance will be attended to by the Licensor as a result of being reported by Licensee. The Licensee must report all maintenance within 24 hours. Emergency maintenance must be called through to the Licensor as soon as reasonably possible.</p> <p>The Licensor will undertake any reported maintenance, including structural maintenance at its absolute discretion.</p>
Insurance	<p>The Licensee must effect and maintain;</p> <ol style="list-style-type: none"> a) Public liability insurance of \$20 million. b) Insurance to cover the Licensee's fixtures, fittings, equipment and stock against any loss, damage or theft and other usual risks. c) Adequate workers compensation insurance in respect to all employees of the Lessee <p>The Licensor will effect and maintain building insurance and maintain the premium.</p>

<p>Special Conditions</p>	<p>1. The Licensee acknowledges;</p> <p>a) <i>The property is offered “as is”, however subject to council approval, the Licensor will contribute to works required to ensure compliance required with the splitting of the floor areas, including any works to the building, such as cleaning or removal of rubbish.</i></p> <p>b) <i>The fit out of the property is to be undertaken by, and with all costs to be borne, by the Licensor.</i></p> <p>c) <i>The Term is for three (3) years. The Licensor is not obligated to extend the Licence term after the first 3-year term.</i></p> <p>d) <i>The property is located adjacent to the oval and reserve which is utilised by numerous sporting associations including but not limited to the Fremantle Football Club and the South Fremantle Football Club. Use of the oval and reserve is subject to negotiations with the various sporting associations.</i></p> <p>e) <i>The City wishes to retain some parts of the building for its own purposes, specifically noting that:</i></p> <ul style="list-style-type: none"> - <i>the first floor is to be used by the City for administrative functions and or storage as required</i> - <i>the delineated area does not include access to, use of, or retrofitting of the former pool area</i> - <i>at its discretion, a multiple tenancy scenario may be in effect and in this scenario the licensor may request the licensee to enter into a shared use agreement.</i> <p>f) <i>The property forms part of a masterplan process currently underway to determine the redevelopment potential of the broader oval precinct. The City’s preference is that some form of redevelopment occurs within the next 10 years with the assumption that this building is no longer available once redevelopment commences. Due to the potential for redevelopment any lease being offered for the use of this building would be relatively short term and ideally no longer than 3-5 years.</i></p> <p>g) <i>The property is located close to residential homes and noise restrictions will apply.</i></p> <p>2. Events;</p>
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	<p><i>Any after-hours events that include amplified music must have written approval from the Licensor.</i></p> <p>3. Change of Use;</p> <p>a) <i>Any change in the permitted use of the building (outlined in Permitted Use of this Term Sheet) may result in a change of use required for the Property and additional works in line with the Building Code of Australia (BCA).</i></p> <p>b) <i>The Licensor reserves the right to not approve any change of use at its sole discretion.</i></p> <p>c) <i>Should the Licensor approve a change in the permitted use, any related works required to ensure the building complies with BCA will be at the sole cost of the Licensee with no financial contribution from the Licensor.</i></p> <p>4. Financial Statements</p> <p><i>The Licensee will provide an annual audited financial statement to the Licensee at the end of each financial year. This statement will be required no later than October of each year.</i></p> <p>5. Licensor's Use</p> <p><i>The Licensor will be entitled to have access and use of the venue to a max of 5 times per year. This use will be;</i></p> <p>a) <i>Consistent with the Permitted Use of the Licence.</i></p> <p>b) <i>For City events or supported not for profit event purposes.</i></p> <p>c) <i>Will occur only on days/nights where existing bookings by the Licensee are not in place.</i></p> <p>d) <i>Free with no charges to the Licensor for use of the Property. (This does not include any additional services required by the Licensor to be delivered by the Licensee. If required, fees will apply and negotiated per event or use as the case may be).</i></p> <p>6. Hire Agreement for Fremantle Park</p> <p><i>The Licensor agrees to enter into a hire agreement with the Licensee regarding the use of Fremantle Park for the Licensee's training purposes and will use reasonable endeavours to accommodate the Licensee during its requested timeframes of use.</i></p>
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- 2. Approve the finalisation of a license in line with the proposed essential terms and relevant requirements of section 3.58 of the Local Government Act 1995.**

- 3. Note that officers continue to explore options for establishing suitable training facilities for Perth Glory in liaison with adjacent users and stakeholders to ensure the arrangements are not detrimental to other users or community groups/clubs.**