



Additional documents

Finance, Policy, Operations and Legislation Committee

Wednesday 8 September 2021, 6.00pm

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**FPOL2109-6 PETITION – SMALL DOGS OFF LEAD – SORRELL PARK,
NORTH FREMANTLE**

Proposed amendment submitted by Cr Doug Thompson

Amend the officer's recommendation to include an additional part 4 as follows:

- 4. Officers review the current “dogs off lead” signage to ensure it is sufficient for supporting the ongoing provision of enforcement at Sorrel Park.***

FPOL2109-4 OFFER TO LICENSE 70 PARRY STREET, FREMANTLE

Amended officer's recommendation

Council:

1. Agree to the following proposed essential terms for the license of the ground floor of 70 Parry Street, Fremantle to the Perth Glory Football Club

Land Description	<i>Lot 1850 on Diagram 181586</i>
Property	<i>Part of 70 Parry Street, Fremantle - 1250 m2 (approx.)</i>
Property Owner	<i>City of Fremantle (Crown Grant in trust)</i>
Licensor	<i>City of Fremantle</i>
Licensee	<i>Perth Glory Football Club (Licensee details to be confirmed)</i>
Guarantee	<i>The lease will require a bond or bank guarantee to the value of 3-months' rent. The lease will also require a personal guarantor.</i> <i>The licensee will be required to pay 6 months rent in advance, upon commencement of the licence. The license will also require a personal guarantor.</i>
Licence Commencement Date	<i>TBA</i>
Licence Term	<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 notice period should either party wish to end the lease.</i>
Annual Rent	<i>\$250 per square metre</i>
Permitted Use	<i>The permitted use of the building must be consistent with the Building Code of Australia (BCA)</i> <i>Ground 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.</i> <i>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.</i>
Outgoings	<i>Outgoings payable will include but not be limited to:</i> <ul style="list-style-type: none"> • <i>Electricity usage (account to be connected by the Licensee)</i> • <i>Water usage</i> • <i>Phone and internet connection (account to be arranged and connected by the Licensee)</i> • <i>Council Rates</i>

<p>Building Maintenance</p>	<p><i>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.</i></p> <p><i>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.</i></p> <p><i>The Licensor will undertake any reported maintenance, including structural maintenance at its absolute discretion.</i></p>
<p>Insurance</p>	<p><i>The Licensee must effect and maintain;</i></p> <ul style="list-style-type: none"> <i>a) Public liability insurance of \$20 million.</i> <i>b) Insurance to cover the Licensee’s fixtures, fittings, equipment and stock against any loss, damage or theft and other usual risks.</i> <i>c) Adequate workers compensation insurance in respect to all employees of the Lessee</i> <p><i>The Licensor will effect and maintain building insurance and maintain the premium.</i></p>
<p>Special Conditions</p>	<ul style="list-style-type: none"> <i>1. The Licensee acknowledges;</i> <ul style="list-style-type: none"> <i>a) 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> <i>b) The fit out of the property is to be undertaken by, and with all costs to be borne, by the Licensor.</i> <i>c) The Term is for three (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 notice period should either party wish to end the lease. The Licensor is not obligated to extend the Licence term after the first 3-year term.</i> <i>d) 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> <i>e) The City wishes to retain some parts of the building for its own purposes, specifically noting that:</i>

	<p>- <i>the first floor is to be used by the City for administrative functions and or storage as required</i></p> <p>- <i>the delineated area does not include access to, use of, or retrofitting of the former pool area</i></p> <p>- <i>at its discretion, a multiple tenancy scenario may be in effect and in this scenario the licensor may request the licensee to enter in to a shared use agreement.</i></p> <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. <i>Events;</i></p> <p style="padding-left: 40px;"><i>Any after-hours events that include amplified music must have written approval from the Licensor.</i></p> <p>3. <i>Change of Use;</i></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. <i>Financial Statements</i></p> <p style="padding-left: 40px;"><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. <i>Licensor’s Use</i></p> <p style="padding-left: 40px;"><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>
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	<p><i>a) Consistent with the Permitted Use of the Licence.</i></p> <p><i>b) For City events or supported not for profit event purposes.</i></p> <p><i>c) Will occur only on days/nights where existing bookings by the Licensee are not in place.</i></p> <p><i>d) 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>
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2. Approve the finalisation of a lease in line with the proposed essential terms and relevant requirements of section 3.58 of the Local Government Act 1995.

3. *The City undertake an options analysis of suitable recreation space within Fremantle for Perth Glory to use as a training pitch/s and bring back to council for consideration.*

Reason for change:

The 'guarantee' terms are amended to include an upfront payment of 6 months' rent, to mitigate the fit-out costs. In addition, Perth Glory will need suitable training pitch/s to support the Club locating to Fremantle. Before a final decision is made a review of the options available for this outcome is to be undertaken and brought back to council.