

MINUTES

Property Committee Meeting

9 August 2022

Committee Members

Here within are the Minutes of the Property Committee Meeting held Tuesday 9 August 2022 in the City of South Perth Council Chamber, corner Sandgate Street and South Terrace, South Perth.

As this Committee does not hold Delegated Powers or Duties in accordance with Section 5.23 of the Local Government Act 1995 the meeting was not open to the public.



MIKE BRADFORD
CHIEF EXECUTIVE OFFICER

11 August 2022

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Property Committee Meeting - Minutes

1. DECLARATION OF OPENING / ANNOUNCEMENT OF VISITORS

In the absence of the Presiding Member, the Deputy Presiding Member declared the meeting open at 6:01pm and welcomed everyone in attendance.

2. ATTENDANCE

Elected Members

Mayor
Como Ward

Como Ward
Manning Ward
Manning Ward
Mill Point Ward
Mill Point Ward
Moresby Ward

Greg Milner
Councillor Glenn Cridland (from
6.05pm)
Councillor Carl Celedin
Councillor Andr  Brender-A-Brandis
Councillor Blake D’Souza
Councillor Mary Choy
Councillor Ken Manolas
Councillor Stephen Russell

External Members

Mr Lewis Brock
Mr Nigel McCombe

Guests

Mr Greg Pearce

Officers

Chief Executive Officer
Director Corporate Services
Director Development and Community Services
A/Director Infrastructure Services
Manager Community Culture and Recreation
Manager Governance
Governance Coordinator
Governance Administration Officer

Mr Mike Bradford
Mr Garry Adams
Ms Vicki Lummer
Mr Steve Atwell
Mr Patrick Quigley
Ms Bernadine Tucker
Ms Toni Fry
Ms Shannon Renner

2.1 APOLOGIES

Nil

2.2 APPROVED LEAVE OF ABSENCE

- Councillor Jennifer Nevard for the period 5 August 2022 to 13 August 2022 inclusive.

3. DECLARATIONS OF INTEREST

- Mayor Greg Milner – Impartiality Interest in Item 7.1 as ‘my wife and I have attended the annual South Perth Hospital Christmas Dinner in previous years and received a meal at these functions’.

- Mayor Greg Milner – Impartiality Interest in Item 7.2 as ‘my wife serves on the committee of the Manning Community Toy Library and my family are members of the Manning Community Toy Library’.
- Councillor Stephen Russell – Impartiality Interest in Item 7.4 as ‘I have an association with the applicant. This association is that my son is a junior member of the club. As a consequence, there may be a perception that my impartiality on the matter may be affected. I declare that I will consider this matter on its merits and vote accordingly”

4. CONFIRMATION OF MINUTES

4.1 PROPERTY COMMITTEE MEETING HELD: 10 May 2022

Officer Recommendation AND COMMITTEE RECOMMENDATION

Moved: Mayor Greg Milner
Seconded: Councillor Ken Manolas

That the Minutes of the Property Committee Meeting held 10 May 2022 be taken as read and confirmed as a true and correct record.

CARRIED (9/0).

For: Mayor Greg Milner, Councillors André Brender-A-Brandis, Carl Celedin, Mary Choy, Blake D'Souza, Ken Manolas and Stephen Russell, Mr Lewis Brock and Mr Nigel McCombe.

Against: Nil

Presiding Member, Councillor Glenn Cridland arrived at the meeting at 6.05pm during Item 5 and assumed the Chair.

5. PRESENTATIONS

The Deputy Presiding Member welcomed the Consultant and Property Committee members asked questions of the Consultant in relation to Item 7.1.

6. BUSINESS ARISING FROM PREVIOUS MEETING

Nil.

7. REPORTS

Mayor Greg Milner declared an Impartiality Interest in Item 7.1.

7.1 BURCH STREET CARPARK

*This item is considered **confidential** in accordance with section 5.23(2)(c) of the Local Government Act 1995 as it contains information relating to "a contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting"*

File Ref: D-22-1525
 Author(s): Garry Adams, Director Corporate Services
 Reporting Officer(s): Mike Bradford, Chief Executive Officer

Summary

This report requests consideration of an offer to purchase the Burch Street Carpark adjacent to Ernest Johnson Reserve.

COMMITTEE RECOMMENDATION

Moved: Mayor Greg Milner
Seconded: Councillor Carl Celedin

The Property Committee recommends to Council that the CEO progresses the amended recommendation as contained within the body of this report.

CARRIED (10/0)

For: Mayor Greg Milner, Councillors André Brender-A-Brandis, Carl Celedin, Mary Choy, Glenn Cridland, Blake D'Souza, Ken Manolas and Stephen Russell, Mr Lewis Brock and Mr Nigel McCombe.

Against: Nil.

Mayor Greg Milner declared an Impartiality Interest in Item 7.2 and left the meeting at 6:58pm prior to consideration of Item 7.2.

7.2 PROPOSED LICENCE AGREEMENT FOR MANNING COMMUNITY TOY LIBRARY INC LOCATED AT MANNING COMMUNITY CENTRE

File Ref: D-22-21921
Author(s): Patrick Quigley, Manager Community, Culture and Recreation
Reporting Officer(s): Vicki Lummer, Director Development and Community Services

Summary

This report seeks approval for the City to enter into a new licence agreement with Manning Community Toy Library Inc. for its continued use of a portion of the Manning Community Centre located at Lot 803 on Plan 69206 (2 Conochie Crescent, Manning), for a five-year term with an option of renewal for a further five-year term.

Officer Recommendation AND COMMITTEE RECOMMENDATION

Moved: Mr Nigel McCombe
Seconded: Councillor Blake D'Souza

That the Property Committee recommends to Council that it:

1. Approves a licence agreement between the City of South Perth and Manning Community Toy Library Inc. for its continued use of a portion of the Manning Community Centre located at Lot 803 on Plan 69206 (2 Conochie Crescent, Manning), subject to the following main terms and conditions:
 - a. A term of five years;
 - b. A further term of five years (renewal option);
 - c. A peppercorn/\$1 annual rental (if demanded) to reflect the Toy Library's small-scale operation; and in recognition of the community benefits provided by the Toy Library to local families; and
 - d. Payment of outgoings, utilities and minor building maintenance costs.
2. Authorises the Mayor and Chief Executive Officer to sign and affix the Common Seal to the licence documentation between the City of South Perth and Manning Community Toy Library Inc.

CARRIED (9/0).

For: Councillors André Brender-A-Brandis, Carl Celedin, Mary Choy, Glenn Cridland, Blake D'Souza, Ken Manolas and Stephen Russell, Mr Lewis Brock and Mr Nigel McCombe.

Against: Nil

Background

The Manning Community Toy Library was established at the site in 2018 and has more than 600 toys, puzzles, games available in its collection to be loaned to local families, mainly for children aged between six months and six years.

The Manning Community Toy Library Inc. is a small community group that currently has capacity to operate one day per week (Saturday mornings from 9am to 10.30am). The Toy Library has a current membership of approx. 200 people who predominantly live in the suburbs of Manning, Salter Point and surrounds, with 20 families on average loaning toys each week.

The Toy Library occupies part of the Manning Community Centre, which is situated on land owned freehold by the City and set aside for 'parks and recreational' purposes.

The City has the power to use the land as required, which may include licensing it to a third party.

Comment

The Toy Library currently use the Centre under a casual hire arrangement, which does not provide them with certainty over their tenure. Both parties have agreed to enter into a licence agreement, which will address the tenure issue and provide clearer operational guidelines on the roles and responsibilities of each party, including building maintenance etc. Having a longer-term tenancy agreement in place will also assist the Toy Library with its operational planning and may assist them to source external grants and sponsorship.

Until the licence agreement can be developed, the tenant continues to provide a toy sharing service at the site under a casual hire arrangement with the City.

The Toy Library is an acceptable tenant as it meets an ongoing community need, especially assisting local families to share/loan toys and games for their children who may otherwise not be able to have access to certain toys and games.

The proposed terms for the licence agreement have been negotiated based on the following considerations that the Toy Library:

- Has a long history of facilitating a toy sharing/loan service within the local community, and is willing and able to continue this role;
- Operates on a low annual operating budget and has agreed to be responsible for paying outgoings, utilities and building maintenance costs; and
- Has low-income generation ability that is mainly achieved through membership fees and grants.

The site plan for the proposed licence of the Toy Library is highlighted in **Figure 1 below**.



Figure 1: Aerial photograph of the subject site (2021).

Consultation

The City has undertaken recent consultation with the Toy Library Inc. regarding the proposed licence agreement, who expressed its support to enter into a licence agreement with the City, subject to continuation of the peppercorn rent arrangement. The Toy Library has been operating at the site for many years and is keen to remain at its current site into the future. Granting a licence of the premises will ensure continued provision of a toy sharing/loaning service at this location for the local community.

Policy and Legislative Implications

Under Section 3.58 of the *Local Government Act 1995* (the Act), a disposition of land includes leasing/licencing of local government property. If a local government does not dispose of property via a public auction or the public tender method, the proposal must be advertised for public comment – unless the proposal is an ‘exempt’ disposition.

A disposition of property is exempt from Section 3.58 under Regulation 30, Part 6 Miscellaneous Provisions of the Local Government (Functions and General) Regulations 1996 if the land is to be used for charitable, benevolent, religious, cultural, educational, recreational, sporting or other like purposes.

As the Toy Library is an incorporated association/community group and is seeking use of local government property for recreation purposes, the intended use of the land is exempt from section 3.58 of the Act.

Under Policy P609 Management of City Property, licences with community groups are to be negotiated consistently with the following principles:

- Licences will be granted for a period of five years with a five-year option;
- Licences to be for an annual rental amount which is calculated using the following formula: 0.1% of the insured value of the facility or a minimum of \$1,000 per annum; and
- All groups will be required to adhere to the ‘Property Maintenance Schedule’ for the respective facility; a document which sets out the responsibilities of both parties.

Policy P609 also makes provision for Council to grant a donation in subsidy of the rental amount where the proposed tenancy would provide a demonstrable benefit to the local community.

Financial Implications

The Toy Library is a small-scale operation, which is evidenced by its current financial position. The Toy Library's profit and loss statement and balance sheet is attached in **Confidential Attachment (a)**.

The City supports continuation of a peppercorn/\$1 annual rental (if demanded), in recognition of the Toy Library's small-scale operation with low cash/assets; limited income generation ability; and in recognition of the ongoing community benefits provided by the Toy Library to local families.

The Toy Library will become responsible for payment of outgoings, utilities and some minor building maintenance costs. The City will be responsible for the cost of preparation and lodgement of the licence document.

Key Risks and Considerations

Risk Event Outcome	Legislative Breach Refers to failure to comply with statutory obligations in the manner in which the City, its officers and Elected Members conduct its business and make its decisions and determinations. This embraces the full gamut of legal, ethical and social obligations and responsibilities across all service areas and decision-making bodies within the collective organisation
Risk rating	Low
Mitigation and actions	The proposed new licence agreement will mitigate a potential legislative breach by outlining the terms and conditions regarding the approved use of the land by the licensee. It will also enable the parties to comply with legislative requirements relating to licensing of local government property

Strategic Implications

This matter relates to the following Strategic Direction identified within Council's [Strategic Community Plan 2021-2031](#):

Strategic Direction:	Community
Aspiration:	Our diverse community is inclusive, safe, connected and engaged
Outcome:	1.2 Community infrastructure
Strategy:	1.2.1 Plan, develop and facilitate community infrastructure to respond to changing community needs and priorities

Attachments

7.2 (a):	Manning Community Toy Library - Profit and Loss Statement and Balance Sheet (<i>Confidential</i>)
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*Mayor Greg Milner returned to the meeting at 7:13pm prior to the consideration of Item 7.3.
Councillor Stephen Russell declared an Impartiality Interest in Item 7.3.*

7.3 PROPOSED LEASE AGREEMENT FOR MOORDITJ KEILA INC LOCATED AT MANNING COMMUNITY CENTRE

File Ref: D-22-30878
Author(s): Patrick Quigley, Manager Community, Culture and Recreation
Reporting Officer(s): Vicki Lummer, Director Development and Community Services

Summary

This report seeks approval for the City to enter into a new lease agreement with Moorditj Keila Inc. for its continued use of a portion of the Manning Community Centre located at Lot 803 on Plan 69206 (2 Conochie Crescent, Manning), for a five-year term with an option of renewal for a further five-year term.

Officer Recommendation AND COMMITTEE RECOMMENDATION

Moved: Mayor Greg Milner
Seconded: Mr Lewis Brock

That the Property Committee recommends to Council that it:

1. Approves a lease agreement between the City of South Perth and Moorditj Keila Inc. for its continued use of a portion of the Manning Community Centre located at Lot 803 on Plan 69206 (2 Conochie Crescent, Manning), subject to the following main terms and conditions:
 - a. A term of five years;
 - b. A further term of five years (renewal option);
 - c. A peppercorn/\$1 annual rental (if demanded) to reflect the Moorditj Keila's small-scale operation; and in recognition of the community benefits provided by the Moorditj Keila to local families; and
 - d. Payment of outgoings, utilities and minor building maintenance costs.
2. Authorises the Mayor and Chief Executive Officer to sign and affix the Common Seal to the lease documentation between the City of South Perth and Moorditj Keila Inc.

CARRIED (10/0).

For: Mayor Greg Milner, Councillors André Brender-A-Brandis, Carl Celedin, Mary Choy, Glenn Cridland, Blake D'Souza, Ken Manolas and Stephen Russell, Mr Lewis Brock and Mr Nigel McCombe.

Against: Nil

Background

Moorditj Keila ('healthy dolphin' in Nyoongar) is a local community organisation that was established in 2005. Since that time, it has provided support to thousands of Aboriginal and non-Aboriginal people, predominantly within the suburbs of Manning, Karawara, South Perth and surrounds.

Moorditj Keila facilitate a range of community programs, services and events, such as sports programs, reconciliation programs, youth programs and community development programs.

Moorditj Keila occupies part of the Manning Community Centre, which is situated on land owned freehold by the City and set aside for 'parks and recreational' purposes. The City has the power to use the land as required, which may include leasing it to a third party.

Comment

Moorditj Keila currently use a portion of the Manning Community Centre under a lease agreement, which expired on 30 June 2022. Until a new lease agreement can be developed, the tenant continues to provide programs and services at the Centre under a 'holding over' arrangement with the City.

Moorditj Keila is an acceptable tenant as it meets an ongoing community need, especially being a key partner assisting the City of South Perth to implement the actions within the City's Reconciliation Action Plan.

The proposed terms for the lease agreement have been negotiated based on the following considerations that the Moorditj Keila:

- Has a long history of facilitating community programs and services within the local area, and is willing and able to continue this role;
- Operates on a low annual operating budget and has agreed to be responsible for paying outgoings, utilities and building maintenance costs; and
- Has low-income generation ability that is mainly achieved through grants, donations and facility hire.

The site plan for the proposed lease for Moorditj Keila is highlighted in **Figure 1** below.



Figure 1: Aerial photograph of the subject site (2021).

Consultation

The City has undertaken recent consultation with Moorditj Keila regarding the proposed lease agreement, who expressed its support to enter into a lease agreement with the City, subject to continuation of the peppercorn rent arrangement. Moorditj Keila has been operating at the site for many years and is keen to remain at its current site into the future. Granting a lease of the premises will ensure continued provision of community programs and services for Aboriginal and non-Aboriginal people in the local area.

Policy and Legislative Implications

Under Section 3.58 of the *Local Government Act 1995* (the Act), a disposition of land includes leasing of local government property. If a local government does not dispose of property via a public auction or the public tender method, the proposal must be advertised for public comment – unless the proposal is an ‘exempt’ disposition.

A disposition of property is exempt from Section 3.58 under Regulation 30, Part 6 Miscellaneous Provisions of the Local Government (Functions and General) Regulations 1996 if the land is to be used for charitable, benevolent, religious, cultural, educational, recreational, sporting or other like purposes.

As Moorditj Keila is an incorporated association/community group and is seeking use of local government property for recreational purposes, the intended use of the land is exempt from section 3.58 of the Act.

Under Policy P609 Management of City Property, leases with community groups are to be negotiated consistently with the following principles:

- Leases will be granted for a period of five years with a five-year option;
- Leases to be for an annual rental amount which is calculated using the following formula: 0.1% of the insured value of the facility or a minimum of \$1,000 per annum; and
- All groups will be required to adhere to the ‘Property Maintenance Schedule’ for the respective facility; a document which sets out the responsibilities of both parties.

Policy P609 also makes provision for Council to grant a donation in subsidy of the rental amount where the proposed tenancy would provide a demonstrable benefit to the local community.

Financial Implications

Moorditj Keila is a small-scale operation, which is evidenced by its financial position. Moorditj Keila’s profit and loss statement and balance sheet is attached in **Confidential Attachment (a)**.

The City supports continuation of a peppercorn/\$1 annual rental (if demanded), in recognition of Moorditj Keila’s small-scale operation with low cash/assets; limited income generation ability; and in recognition of the ongoing community benefits provided by Moorditj Keila to local families.

Moorditj Keila will remain responsible for payment of outgoings, utilities and some minor building maintenance costs. The City will be responsible for the cost of preparation and lodgement of the lease document.

Key Risks and Considerations

Risk Event Outcome	Legislative Breach Refers to failure to comply with statutory obligations in the manner in which the City, its officers and Elected Members conduct its business and make its decisions and determinations. This embraces the full gamut of legal, ethical and social obligations and responsibilities across all service areas and decision-making bodies within the collective organisation
Risk rating	Low
Mitigation and actions	The proposed new lease agreement will mitigate a potential legislative breach by outlining the terms and conditions regarding the approved use of the land by the lessee. It will also enable the parties to comply with legislative requirements relating to leasing of local government property

Strategic Implications

This matter relates to the following Strategic Direction identified within Council's [Strategic Community Plan 2021-2031](#):

Strategic Direction:	Community
Aspiration:	Our diverse community is inclusive, safe, connected and engaged
Outcome:	1.2 Community infrastructure
Strategy:	1.2.1 Maintain current and plan, develop and facilitate community infrastructure to respond to community needs and priorities

Attachments

7.3 (a):	Moorditj Keila - Profit & Loss Statement and Balance Sheet - 2020-21 (<i>Confidential</i>)
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7.4 PROPOSED LEASE AGREEMENT FOR MANNING RIPPERS FOOTBALL CLUB INC LOCATED AT 1 BRADSHAW CRESCENT, MANNING

File Ref: D-22-34017

Author(s): Patrick Quigley, Manager Community, Culture and Recreation

Reporting Officer(s): Vicki Lummer, Director Development and Community Services

Summary

This report seeks Council's approval for the City of South Perth to enter into a lease agreement with Manning Rippers Football Club Inc. for its continued use of part of Crown Reserve R51462 on Deposited Plan 72861 (Lot 501, 1 Bradshaw Crescent, Manning), for sport and recreation purposes for a five-year term with a five-year renewal option.

Officer Recommendation AND COMMITTEE RECOMMENDATION

Moved: Councillor Blake D'Souza

Seconded: Mayor Greg Milner

That the Property Committee recommends to Council that it:

1. Approves a lease agreement between the City of South Perth and Manning Rippers Football Club Inc. for its continued use of part of Crown Reserve R51462 on Deposited Plan 72861 (Lot 501, 1 Bradshaw Crescent, Manning), subject to the following main terms and conditions:
 - a. Use of the Manning Hub (sporting club community facilities comprising clubrooms, changerooms, storerooms and canteen);
 - b. Sport and recreation purposes;
 - c. A period of five years with an option of renewal for a further five-year term;
 - d. An annual rental of \$4,000 per annum (plus GST) which is reviewed each year that is calculated using the following formula: 0.1% of the insured value of the facility; and
 - e. Payment of all rates, taxes, outgoings, utilities and building maintenance costs; and
 - f. Ministerial consent being provided.
2. Authorises the Mayor and Chief Executive Officer to sign and affix the Common Seal to the lease documentation between the City of South Perth and Manning Rippers Football Club Inc; and
3. Notes approval of the lease agreement is subject to Ministerial consent.

CARRIED (10/0).

For: Mayor Greg Milner, Councillors André Brender-A-Brandis, Carl Celedin, Mary Choy, Glenn Cridland, Blake D'Souza, Ken Manolas and Stephen Russell, Mr Lewis Brock and Mr Nigel McCombe.

Against: Nil

Background

Manning Rippers Football Club is a local club that is based at James Miller Oval in Manning and use a portion of the adjacent Manning Hub for its clubrooms, changerooms, storerooms and canteen.

The land on which these community facilities are located is on a portion of Crown Reserve R51462 that is vested to the City under a Management Order to be provided for parks and recreational purposes. The City has the power to lease this land for any term not exceeding 21 years subject to the approval of the Minister for Lands.

The Club is an incorporated association registered under the *Associations Incorporation Act 2015*. The Club is comprised of juniors and adult participants and has a current membership of 586 players. The juniors were established in 1957 and the adults/seniors began in 1986, so the Club has a long history playing football within the City of South Perth.

A current seasonal lease agreement is in place between the Club and the City that is due to expire on 30 September 2022. This agreement provides tenure to the Club to use/occupy the clubrooms (and associated changerooms, storerooms and canteen) throughout the football season each year i.e. for a six month period from 1 April to 30 September inclusive.

James Miller Oval and the adjacent clubrooms, changerooms, storerooms and canteen were previously used by the Perth Blitz Gridiron Club during the traditional summer sporting season from 1 October to 31 March inclusive each year. However, the Perth Blitz Gridiron Club vacated the premises in May 2021 and the Manning Hub (sporting club community facilities) have not had a permanent sporting club tenant since that time. In October 2021, the City advertised for expressions of interest for summer seasonal use of the sporting club community facilities. The City received one submission from the Manning Rippers Football Club who is requesting use of the facilities to facilitate (or partner with other community groups and organisations) to provide a range of sport and recreation activities, such as: cricket, AFL 9's, women's football, little athletics, group fitness classes (e.g. pilates, yoga), arts and craft classes etc. The City is supportive of the proposal from the Manning Rippers Football Club, which can be accommodated by the parties entering into an all-year lease agreement, as opposed to a seasonal lease agreement.

Comment

The Manning Rippers Football Club is an acceptable tenant as it caters for the football playing requirements of men, women and children in the local area.

The proposed terms for the new lease agreement have been negotiated based on the following considerations that the Manning Rippers Football Club:

- Has a long history of facilitating football activities within the local community, and is willing and able to continue this role;
- Operates on a low annual operating budget and has agreed to be responsible for paying an annual rental fee, outgoings, utilities and building maintenance costs; and
- Has low income generation ability that is mainly achieved through membership fees, food and beverage sales, fund raising and merchandise sales.

The site plan for the proposed lease of the Club is highlighted in **Figure 1** below.



Figure 1: Aerial photograph of the subject site (2021).

Consultation

The City has been in consultation with the Manning Rippers Football Club about a new lease agreement and they have agreed to the proposed terms and conditions.

Granting a new lease of the premises for 10 years will ensure continued provision of sport and recreation at this location. As a safeguard, the new lease agreement will include a redevelopment clause in case the land is required for other purposes into the future.

The Club has been a good tenant and the recommended terms represent an appropriate outcome for both parties. The agreement will require consent from the Minister for Lands.

Policy and Legislative Implications

The following legislation and policies are relevant:

- *Local Government Act 1995*
- City of South Perth Policy P609 'Management of City Property'

Local Government Act 1995

Under Section 3.58 of the *Local Government Act 1995* (the Act), a disposition of land includes leasing of local government property. If a local government does not dispose of property via a public auction or the public tender method, the proposal must be advertised for public comment – unless the proposal is an 'exempt' disposition.

A disposition of property is exempt from Section 3.58 under Regulation 30, Part 6 Miscellaneous Provisions of the Local Government (Functions and General) Regulations 1996 if the land is to be used for charitable, benevolent, religious, cultural, educational, recreational, sporting or other like purposes. As Manning Rippers Football Club is seeking use of local government property for recreation, the intended use of the land is exempt from section 3.58 of the Act.

Manning Rippers Football Club is an incorporated association.

City of South Perth Policy P609 'Management of City Property'

Under Policy P609 Management of City Property, leases with sporting clubs are to be negotiated consistently with the following principles:

- Leases will be for a period of five years with a five-year option;
- Leases to be set for a rental amount which is calculated using the following formula: 0.1% of the insured value of the facility or a minimum of \$1,000 per annum.
- All groups will be required to adhere to the 'Property Maintenance Schedule' for the respective facility; a document which sets out the responsibilities of both parties.

Financial Implications

The new lease agreement will attract rental fee income for the City of \$4,000 per annum (plus GST) reviewed each year; and recovery of costs from the Club through its payment of outgoings, utilities and building maintenance costs. The City will be responsible for the cost of preparation and lodgement of the lease document.

Manning Rippers Football Club is financially viable/sustainable, which is evidenced by its current financial position. Manning Rippers Football Club's profit and loss statement and balance sheet is attached in **Confidential Attachment (a)**.

Key Risks and Considerations

Risk Event Outcome	Legislative Breach Refers to failure to comply with statutory obligations in the manner in which the City, its officers and Elected Members conduct its business and make its decisions and determinations. This embraces the full gamut of legal, ethical and social obligations and responsibilities across all service areas and decision-making bodies within the collective organisation.
Risk rating	Low
Mitigation and actions	The proposed new lease agreement will mitigate a potential legislative breach by outlining the terms and conditions regarding the approved use of the land by the lessee. It will also enable the parties to comply with legislative requirements relating to leasing of local government property.

Strategic Implications

This matter relates to the following Strategic Direction identified within Council's [Strategic Community Plan 2021-2031](#):

Strategic Direction:	Community
Aspiration:	Our diverse community is inclusive, safe, connected and engaged
Outcome:	1.2 Community infrastructure
Strategy:	1.2.2 Effectively develop, manage and optimise the use of the City's properties, assets and facilities

Attachments

7.4 (a):	Manning Rippers Football Club - Profit and Loss Statement and Balance Sheet (<i>Confidential</i>)
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8. OTHER RELATED BUSINESS

9. CLOSURE

The Presiding Member closed the meeting at 7.16pm.

These Minutes were confirmed at the next Property
Committee Meeting yet to be determined.

Signed: _____
Presiding Member at the meeting at which the Minutes were confirmed.