

**PROPOSED AMENDMENTS / RESOLUTIONS AT
COMMITTEE OR COUNCIL MEETINGS
(Elected Members)**

Name: Cr Matthew Woodall

Date of Meeting: 15 September 2020

Meeting of the: Ordinary Meeting of Council

Item No. M20/5770

Title of Item Melville Bowling Club Inc New Lease & Petition

Disclaimer: Where administration has provided any assistance with the framing and/or wording of any motion/amendment to the Elected Member who has advised their intention to move it, the assistance has been provided on an impartial basis. The principle and intention expressed in any motion/amendment is solely that of the intended mover and not that of the officer/officers providing the assistance. Under no circumstance is it to be expressed to any party that administration or any officer holds a view on this motion other than that expressed in an official written or verbal report by administration to the Committee or Council meeting considering the motion.

PROPOSED AMENDMENT OR REJECT & REPLACE MOTION:

(If an amendment is proposed, please identify the words being amended and reasons for the amendment:

That the Council amend the City's Lease as attached to the Officer Recommendation by inserting a new clause 14 in the Proposed Lease as follows:

“The Lessee acknowledges:

(a) In the event the Lessor should at any time on or after twenty years of the Term of the Lease wish to repurpose the Premises, then the Lessor may terminate this Lease on five years written notice to the Lessee (“the Termination Notice”).

(b) In the event the Lessor issues a Termination Notice to the Lessee, the parties agree the following will apply:

- (i) at the expiration of the Termination Notice, the Lessee must vacate the Premises and deliver up vacant possession in accordance with the requirements of clause 5.14; and
- (ii) prior to the expiration of the Termination Notice, the Lessor must either provide suitable alternative Premises for the Lessee, or pay to the Lessee an amount equal to the Rent payable for the remaining Term of the Lease. No other compensation or consideration shall be payable to or claimable by the Lessee from the Lessor for or arising out of the termination of the Lease.

(c) A written notice signed by or on behalf of the Lessor shall be full and sufficient evidence of the fact that the Lessor is repurposing the Premises.

(d) In the event that the Western Australian Government requires redevelopment of the land that is the subject of this Lease, the Lessee acknowledges that the City of Melville will be required to observe any notice period advised by the Western Australian Government that may not provide a Termination Notice period as detailed in 14.1(b) above.

REASONS:

1. It is important that all sporting groups across the City are treated fairly and equitably. Equally the City needs the flexibility to respond to changing demographics and interests, so that it can meet the community's needs and aspirations into the future.
2. The proposed clause 14 would allow the City to respond to changing demographics, sporting interests and community priorities by providing the City with the ability to end the lease after 25 years.
3. The 5 year notice period proposed is extremely generous and would ensure the MBC has time to get its affairs in order and plan for the future.
4. In addition, the above clause would require the City to either provide a suitable alternative facility for the MBC, or pay the MBC compensation for the unused portion of the lease. This ensures that the MBC is no worse off in the event that the City needs to end the lease prior to 2070.

SIGNATURE: *MJ Woodall*

**** Please circulate to all Members of the Council, preferably a few days prior to the meeting, or on the night, and pass a copy of this form to the officer recording the minutes of the meeting. ****