

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

<b>Name:</b>	Cr Matthew Woodall
<b>Date of Meeting:</b>	15 September 2020
<b>Meeting of the:</b>	Ordinary Meeting of Council
<b>Item No.</b>	M20/5770
<b>Title of Item</b>	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 15 in the Proposed Lease as follows:**

**"15. Redevelopment**

- 15.1 The Parties acknowledge that the Lessee intends to redevelop the Premises at its own cost.
- 15.2 The Parties agree to meet and discuss any redevelopment proposal in good faith.
- 15.3 Notwithstanding clause 15.2 above, any proposal by the Lessee to redevelop the Premises shall be subject to the City's consent, which may be given or withheld in the City's absolute and unfettered discretion.

**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. \*\***