#### **CONFIDENTIAL ITEMS 2003 – MARCH 2022**

#	Date	Item Title	Confidential Order Details	Item being kept confidential	Reason regarding retention or	Resolution Regarding Action	Last Review Date	Next Review Date	Date Released
				- Agenda/ Attachment/ Minutes	recommend- action to release				
157	17 February 2021	Summit Sport and Recreation Park (SSRP) – Licence Negotiation Progress Report	Pursuant to Section 90(3)(b) Pursuant to Section 90(2) of the Local Government Act 1999 the Council orders that all members of the public except Executive Officer to the Board, Chief Financial Officer, General Manager Infrastructure, Manager Infrastructure Maintenance and Operations, Senior Community Development Officer and the Minute Secretary, be excluded from attendance at the meeting for Agenda Item 12.1 (Summit Sport and Recreation Park (SSRP) — Licence Negotiation Progress Report).  The Board is satisfied that pursuant to Section 90(3)(b) of the Act, the information to be received, discussed or considered in relation to this Agenda item is information the disclosure of which could reasonably be expected to confer a commercial advantage on a person with whom the Board is:  - conducting business; or - proposing to conduct business; or - would prejudice the commercial position of the Council  In addition the disclosure of this information would, on balance, be contrary to the public interest. The public interest in public access to the meeting has been balanced against the public interest in continued non-disclosure of this information. The benefit to the public at large resulting from wittholding the information outweighs the benefit to it of disclosure of the information. The Board is satisfied that the principle that the meeting be conducted in a place open to the public has been outweighed in the circumstances because the disclosure of the Board/Council's commercial position may		The Board is satisfied that pursuant to Section 90(3)(b) of the Act, the information to be received, discussed or considered in relation to this Agenda item is information the disclosure of which could reasonably be expected to confer a commercial advantage on a person with whom the Board is:  - conducting business; or - proposing to conduct business; or - would prejudice the commercial position of the Council  In addition the disclosure of this information would, on balance, be contrary to the public interest.	Retained in confidence until all Licence Agreements have been executed or such lesser period as may be determined by the Board Executive Officer.	6 Sep 21	Within 12 months	Report, Attachments and Minutes released on website 16 March 2022

DOC/16/94717

#### **CONFIDENTIAL ITEMS 2003 - MARCH 2022**

#	Date	Item Title	Confidential Order Details	Item being kept confidential - Agenda/ Attachment/ Minutes	Reason regarding retention or recommend- action to release	Resolution Regarding Action	Last Review Date	Next Review Date	Date Released
			severely prejudice the Board/Council's ability to be able to negotiate a cost-effective proposal for the benefit of the Council and the community in this matter and in relation to other contract negotiations.  Pursuant to Section 90 (3)(b) That having considered Agenda Item 12.1 (Summit Sport and Recreation Park (SSRP) - Licence Negotiation Progress Report), in confidence under 90(2) and (3)(b) of the Local Government Act 1999, the Board pursuant to Section 91(7) of the Act orders that the Board agenda item, attachments and minutes be retained in confidence until all Licence Agreements have been executed or such lesser period as may be determined by the Board Executive Officer.		The public interest in public access to the meeting has been balanced against the public interest in continued non-disclosure of this information. The benefit to the public at large resulting from withholding the information outweighs the benefit to it of disclosure of the information. The Board is satisfied that the principle that the meeting be conducted in a place open to the public has been outweighed in the circumstances because the disclosure of the Board/Council's commercial position may severely prejudice the Board/Council's ability to be able to negotiate a cost-effective proposal for the benefit of the Council and the community in				

DOC/16/94717 122

#### **CONFIDENTIAL ITEMS 2003 – MARCH 2022**

#	Date	Item Title	Confidential Order Details	Item being kept confidential - Agenda/ Attachment/ Minutes	Reason regarding retention or recommend- action to release	Resolution Regarding Action	Last Review Date	Next Review Date	Date Released
					this matter and in relation to other contract negotiations.				

DOC/16/94717 123

#### 12. CONFIDENTIAL REPORTS

12.1 REPORT TITLE: SUMMIT SPORT AND RECREATION PARK (SSRP)

- LICENCE NEGOTIATION PROGRESS REPORT

DATE OF MEETING: 17 FEBRUARY 2021

FILE NUMBER: DOC/21/13419

ATTACHMENTS: ATTACHMENT 1 BOARD APPROVED LICENCE

NEGOTIATION PARAMETERS DOC/20/177858 ATTACHMENT 2 LETTER FROM MT BARKER FC TO HILLS FOOTBALL LEAGUE DOC/21/22604

**Key Contact** Greg Parker, Executive Officer to the Board

Manager/Sponsor Andrew Stuart, Chief Executive Officer

#### **Community Plan 2020-2035:**

#### Community Wellbeing

CW Goal 1 Activity and movement Physical and mental health and wellbeing is supported by opportunities to access parks and natural areas, quality open space and recreation and sporting facilities.

#### **Annual Business Plan:**

Key Performance Measure – Construction of the Mt Barker regional sports hub stage 1 is delivered on time, to scope and adopted budget and community use the facilities.

#### <u>Summit Sport and Recreation Park Board - Terms of Reference</u>

The Board will;

2.2.5 The Board will be responsible for the establishment and subsequent review of management and lease/licence agreements with RSH users.

#### Purpose:

To provide the Board with an update on the status of licence negotiations.

#### **Summary - Key Issues:**

- 1. The Board approved a negotiation strategy on 2 December 2020 and has been provided 2 updates via email since.
- 2. The Football SA negotiation has progressed and finer details are now being discussed.
- 3. The Hills Football League (HFL) negotiation has progressed and a written offer has been discussed with a HFL sub-committee.

4. SACA have decided to delegate and assist the Alexandra and Eastern Hills Cricket Association in being the potential licensee for the cricket facility.

#### **Recommendation:**

That the Board:

#### Section 90 (3) (b) Order

#### 1. Pursuant to Section 90(3)(b)

Pursuant to Section 90(2) of the Local Government Act 1999 the Council orders that all members of the public except Chief Executive Officer, Deputy Chief Executive Officer / General Manager Governance, Strategic Projects and Wastewater/Recycled Water, General Manager Planning and Development, Chief Financial Officer, General Manager Council Services, Strategic Property and Projects Manager, Manager Community Wellbeing, Senior Community Development Officer and the Minute Secretary, be excluded from attendance at the meeting for Agenda Item 12.1 ( SSRP – Licence Negotiation Progress Report).

The Board is satisfied that pursuant to Section 90(3)(b) of the Act, the information to be received, discussed or considered in relation to this Agenda item is information the disclosure of which could reasonably be expected to confer a commercial advantage on a person with whom the Board is:

- conducting business; or
- proposing to conduct business; or
- would prejudice the commercial position of the Council

In addition the disclosure of this information would, on balance, be contrary to the public interest. The public interest in public access to the meeting has been balanced against the public interest in continued non-disclosure of this information. The benefit to the public at large resulting from withholding the information outweighs the benefit to it of disclosure of the information. The Board is satisfied that the principle that the meeting be conducted in a place open to the public has been outweighed in the circumstances because the disclosure of the Board/Council's commercial position may severely prejudice the Board/Council's ability to be able to negotiate a cost-effective proposal for the benefit of the Council and the community in this matter and in relation to other contract negotiations.

2. Note the status of the licence negotiation strategies.

#### Section 91(7) Order

3. Pursuant to Section 90 (3) (b)

That having considered Agenda Item 12.1 (SSRP - Licence Negotiation Progress Report), in confidence under 90(2) and (3)(b) of the Local Government Act 1999, the Board pursuant to Section 91(7) of the Act orders that the Board agenda item, attachments and minutes be retained in confidence until all Licence Agreements have been executed or such lesser period as may be determined by the Board Executive Officer.

#### **Background:**

 The SSRP Board approved the Licence Negotiation Strategy and delegated authority to the Executive Officer and the Chair to implement the strategy (Attachment 1) on 2 December 2020.

#### **Discussion:**

#### Soccer (football)

- 2. A proposal was tabled with Michael Carter, Chief Executive Officer of FSA on 8 December 2020 based on Board's approved strategy (\$20,000 licence fee as a starting point)
- 3. A response was received from Michael Carter on 21 December 2020.
- 4. The content of the response was encouraging in that it broadly fell within the Board's approved negotiation strategy.

#### Key points in this response

- a) FSA not wanting to disclose the financial elements of their sponsorship deals. (agreed)
- b) FSA offering \$15,000 pa as a Licence Fee however, requesting a 100% rebate of the licence fee in Year 1 with no mention of loading that \$15k into years 2 -5.
- c) "FSA does not agree to having any responsibility for pitch renewal, however FSA is happy for council to quarantine the annual license fee and dedicate that fund towards a specific purpose. In regards to application to ORSR for pitch renewal, FSA will support any application and assist in preparing the grant application if requested."

d) Term 5+5 Years
 e) Community Use FSA agrees
 f) Regional Use FSA agrees

- 5. The Executive Officer liaised with the Chair and put a counter offer back to Michael Carter of a licence fee of \$17.5k pa.
- 6. Counter offer accepted with the exception of seeking a waiver in Year 1 Iain Evans advised load into years 2-5. Not agreed by FSA. A meeting with Michael Carter on 11 February 2021 confirmed that FSA continue to seek a full waiver of the fee in year 1. Notwithstanding FSA are keen to sign a Terms Sheet (as an interim agreement while the Licence document is being negotiated) as soon as possible so their Usage Schedule can be enacted.

- 7. FSA have now asked a series of questions around cost attribution and responsibilities and a response has been provided.
- 8. FSA have shown Council staff the usage schedule for the 2 pitches which demonstrates a regional approach which is very encouraging and consistent with the Board direction. FSA have asked for this to be confidential at this point in time. Staff are hopeful that this can be shared with the Board at the meeting.
- 9. If the Board considers that a licence fee of \$17,500 pa over 4 years (years 2-5) with an undertaking of joint pursuit of grants for pitch renewal is reasonable then a signed Terms Sheet could be possible in a matter of weeks.
- Note FSA have now paid (13 January 2021) the invoice from Council for the contribution to the construction project of \$1.342m (ex GST) which was due on 25 December 2020.

#### **Australian Rules Football**

- 10. Licence negotiation kick-off meeting occurred on Tuesday 15 December. Board's initial proposal put to Don Cranwell, President of HFL and the proposed licence fee plus the discussion regarding the other negotiable elements were well received.
  - Mr Cranwell tabled the RSH Board proposal at a HFL Board meeting on 15 December and formed a Sub-committee to continue the negotiation with Board/Council.
- 11. Staff met with Scott Filmer, President of the Mt Barker Football Club on 11 December 2020 and Mt Barker FC are poised to be a sub-licensee and are keen to play some home games at the RSH in 2021. Mr Filmer has been agitating ever since culminating in a letter to HFL seeking urgency in collaboration. (Attachment 2)
- 12. Staff with Sturt FC 28 January 2021 (David Oatey, High Performance Manager, Michael Higgs, Junior and Women's Manager) they request Monday nights through winter (from 26 April 2021) for junior training and potentially summer hire for seniors; also interested in office hire for 3 days a week for their Women's and Junior's Manager. Ultimately would like Summit Park to be the base for their juniors (Unley Oval for seniors)
- 13. Executive Officer met with HFL Sub-committee 4 February 2021 keen to review a licence agreement document and to have a tour. Fence is a key issue for them (to enable ticketing of senior and games and finals) and HFL indicated an intention to write to Council regarding this issue.

#### Cricket

14. SACA meeting 9 December stalled negotiations because unclear who was the potential licensee. Executive Officer consequently wrote a letter to the SACA Chief Executive Officer, Keith Bradshaw seeking their support and clear engagement early in the new year and received a reply on 8 January 2021.

- 15. Met with Joe Hill, President, Alexandra and Eastern Hills Cricket Association (AEHCA) on 6 January 2021. This was a very positive interaction and Mr Hill was positive and strategic in his thinking about how cricket could use the facility. He also made it clear that he was in favour of cricket being an equal partner to Australian Rules in managing the facility rather than being a sublicensee.
- 16. Met with Shane Bernhardt, GM, Community Cricket, SACA and Steve Kavanagh, Cricket Manager, Carnivals & Competition Administration, SACA on 3 February 2021.

#### Key outcomes:-

- AEHCA will be the licensee and responsible for programming (SACA will support and guide).
- b) \$15,000 fee indication will be acceptable.
- c) Interested in cricket helping with pitch curation.
- d) Mt Barker Cricket Club interested in using the clubrooms as a home in the summer.
- 17. Steve Kavanagh will attend the AEHCA Board meeting on Monday 15 February 2021 to brief the AEHCA on SACA's recommendation and it is hoped the AEHCA Board will resolve to delegate authority to the President to negotiate a licence with the SSRP Board's delegate.

#### **Community Engagement:**

Informing only	Confidential item (commercial-in-confidence)
initionining only	confidential term (commercial in confidence)

#### **Policy:**

Summit Sport and Recreation Park Board Terms of Reference.

#### Long Term Financial Plan:

SSRP operations has been provisioned in the LTFP.

#### **Budget:**

A draft budget was presented to the Board on 2 December 2020 and is being refined based on licence negotiation outcomes.

#### **Statutory/Legal:**

Local Government Act, 1999.

#### **Staff Resource Requirements:**

The licence negotiation process is currently being managed within existing staff resources.

#### **Environmental:**

Not directly applicable to this report.

#### **Social:**

The licence negotiation objectives include broad community access and regional participation.

#### **Risk Assessment:**

There are several significant risks associated with the licence negotiation. In no particular order:-

- Pitch renewal responsibility falling to Council at end of surface life.
- Reputational risk if agreements cannot be finalised in a timely manner.
- Political risk if local clubs are not satisfied with access arrangements.
- Political risk if local clubs dominate use.

Risks are being managed by adhering to the objectives of the Board.

#### **Asset Management:**

N/A

#### **Conclusion:**

Licence negotiations with the 3 sporting bodies are progressing at different rates.

Previous Decisions By/Information Reports to Council

Meeting	2 December 2020	HPRM	DOC/20/160161			
Date		Reference				
Title	REGIONAL SPORTS HUB – LICENCE NEGOTATION STRATEGY					
Purpose	To seek the Board's approval o agreements.	seek the Board's approval of a negotiation strategy for licence (user) reements.				

## Item 12.1 - Attachment One (1)





### History of Business Case Development

- Business Case noted by Council on 15 Jan 2018
- Business Case Addendum 1 adopted by Council on 6 May 2019
- Business Case Addendum 2 endorsed by Council on 14 October 2019



## Recap of Financial Estimates

*	BC1 17/1/19	BC2 14/10/19 Council approved	Estimate Presented to Board 14/10/20	Revised Staff Estimate Nov 20
	\$k	\$k	\$k	\$k
Expenditure	163	233	268	249
Income	(107)	(61)	(45)	(86)
Net Cost of Operations	56	172	223	163
Depreciation	433	512	512#	512#
Total Net Op Cost				

- BC = Business Case
  See handout for detailed breakdown
  Both BC addendums assume soccer pitch maintenance is FSA responsibility
  # depreciation is a pre-construction estimate



### Soccer Pitch Renewal and FSA Licence Fee

- Desktop review indicates \$800k to renew (in today's dollars) in year 11 (\$400k per pitch)
- Council's practice in recent years for hard surface replacement is accessing Office for Rec and Sport Community Recreation and Sports Facility Program Grant typically with the following funding split

- State Gov 50%

- Council 33%

- Users 17% (see next slide)





### Soccer Usage/Revenue Calculation

- Hours per week = 40; weeks/year = 48; rate per hour \$30 = \$57,600 x 2 pitches = \$115,200
- Minus cleaning \$13,000
- Minus Pitch maintenance \$40,000
- Minus other sundry maintenance say \$10,000
- Minus facility management (FSA staff) say \$50,000



### Strategy and FSA Licence Fee Recommendation

 Recommendation – Given FSA's business model passes costs to Users recommend commence negotiation as Licence Fee (ie\$20k pa)

That is FSA \$20,000 annual licence fee

- Principle - pitch renewal contribution (\$13,333) plus contribution to operating costs



#### Pitch Renewal Contribution Terms

- Fee to be indexed/escalated (rise and fall) based on indexation and annual check of
  - industry pricing on renewal
  - wear and tear assessment
- Payment terms quarterly
- 5 year term implies the same Licence Fee needs to be passed on to the next Licensee
- Licensees and Council to share the risk of not securing State Gov grant for renewal (to be included in the Licence Agreement)
- Revenue to be credited to a reserve account for specific purpose (with interest accrued)



### FSA Licence Fee/Pitch Renewal Strategy Risks

- Inaccurate estimating of replacement cost
- Inaccurate estimating of timing of replacement

Risk mitigation strategy – cost and timing of replacement reviewed annually as part of rent (licence fee) review



### FSA Licence Term

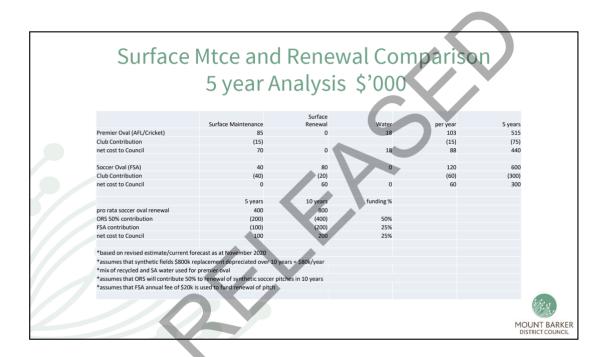
- 5 years with a right to extend for 5 (or 10)
- FSA commentary that after 5 years the Users should be mature (financial capacity) enough to take over the Licence.



### FSA Licence Benefits/Disbenefits

- +ve FSA take on all operating costs including pitch maintenance
- +ve FSA manage the facility on behalf of the Board
- +ve FSA manage usage and collect and retain user fees
- -ve Licence fee will be passed straight on to Users
- -ve User fees potentially pay for FSA staff facility management costs





# Cricket/AFL Usage/Revenue Calculation (Indicative)

- AFL Hours per week = 25; weeks/year = 24; rate per hour \$30 = \$18,000
- Cricket Hours per week = 20; weeks/year = 24; rate per hour \$30 = \$14,400



### Negotiation - Licence Fees

- Cricket \$15,000 annual licence fee (\$5,000 min)
  - Principle pitch curation contribution
- Football \$20,000 annual licence fee (\$10,000 min)
  - Principle oval mtce contribution and hours of use cf cricket



### Negotiation – Other elements

- - pay all operating and maintenance costs directly attributable to their facility and
     collect all revenue excluding specific Board derived sponsorship and major events
     if FSA seek a rebated licence fee grace period for bedding in and COVID then build the loss in

(the key negotiation piece is the Licence Fee)

- HFL/Cricket potentially be responsible for or contribute to
   cleaning Building (in lieu of a higher licence fee)
   gardening (in lieu of a higher licence fee)
   collect ticketing, bar, canteen and specified sponsorship revenue
   facility management service (in lieu of a higher fee and reduction in the allocation of Council staff time)
  - % of gate fees could contribute to turf and grounds maintenance
- Utilities directly associated with facilities A and B to be paid by users



### Negotiation – Other elements (2)

- The Board requires the sporting codes to demonstrate that the usage strategy is as regional and as inclusive (through appropriate consultation) as possible
- The Board requires the Licence Agreement to have clauses and associated requirements regarding broader community use of the facilities, simple principle being when not in use for organized training and matches.



### Negotiation – Other elements Sponsorship Policy

- Council approves Policy
- Board implements and complies with Policy
- Corporate Naming Rights of the whole facility (in addition to the community chosen name) and associated revenue lies with the Board
- Specific asset naming rights eg building requests go to the Board for consideration





### Next Steps

- 1. Board Meeting on 2 December to formally and confidentially endorse the negotiation strategy with the 3 codes (completed)
- 2. Send licence component givens and negotiation elements as a heads up to Users
- 3. Set up licence negotiation meetings to work through



### Item 12.1 - Attachment Two (2)

























31 January 2021

Don Cranwell President HFL 27 Alexandrina Road Mt Barker SA 5251

#### Mt Barker Regional Sports Precinct (RSP) Management Structure

Thank you, Don, for the meeting Thursday to initialise the dialogue between the HFL and The Mt Barker Football Club (MBFC) regarding the use of the RSP for season 2021. The Council has promoted the RSP as a regional facility and have looked to have the management reflect this. The original management concept was to have the SANFL and SACA responsible for the lease of the ground for 6 months each. SANFL has declined this and the Lease is being offered to the HFL. You have indicated that the HFL is looking to take this lease on.

The MBFC has been the driving force in establishing the RSP. In 2003 we realised the Mt Barker township and our club required a second oval and over the following years the MBFC-

- promoted the concept.
- Initiated the land sale for council purchase.
- Lobbied the concept with SANFL, AFL and HFL.
- Lobbied the concept with Local, State and Federal Governments

This facility would not have happened if not for the work of the MBFC.

We are proud that the club through volunteer effort as well as considerable expense helped realised stage 1 of the RSP.

Going forward the MBFC sees the RSP as its clubs home ground and the transition to this will be dependent on facility capability and the facility management plan. Hanson Oval will remain our base for season 2021 and we will look to make use of the RSP. Currently Hanson oval is overused with our club expecting to field 20 plus teams this season.







#### "Community Football Club of Choice"

The MBFC should be the major tenant at the RSP to ensure optimum community usage and underpin the success of the venue. It is critical that the HFL and MBFC work closely to set up a Lease/management agreement that sets clear guidelines on

- Usage
- Expenses
- Sponsorship opportunities
- Responsibilities of management
- · Meeting community expectations

While this will set the scene for the current operation it is also important that the HFL and realises that the RSP is not complete and action is required in planning and lobbying for stage 2.

The Mt Barker football club has the contacts and experience of driving this and will willingly drive this again.

The Mt Barker Football club would like to **propose that it engages in a working group with the HFL** to navigate the Lease agreement with the DC of Mt Barker and prepare a document to outline the details of the RSP facility management (specifically the Australian Rules component).

When entering into this working group the MBFC would be looking to achieve a Lease/management agreement that minimises the risk to both the HFL and MBFC while optimising opportunities for both groups.

Volunteer effort will be required to run events at the RSP and this is only sustainable if it is based around reward for effort.

I would offer that myself and Richard Koral be MBFC representatives on this working group. Richard is a committee member of the MBFC and a certified chartered accountant and director of the EFC Group. I believe we could both offer experience that would benefit this group. The lack of information and time that council has given our groups means urgent action is required to ensure facility usage for season 2021.

I look forward to meeting soon to make this community asset a functional facility in season 2021.

Regards

**Scott Filmer** 

President

Mt Barker Football Club

M 0422 413 612 E scott@ambsurveys.com

Get back home to your local Footy!

THE COMMUNITY FOOTBALL CLUB OF CHOICE

#### 12. CONFIDENTIAL REPORTS

12.1 REPORT TITLE: SUMMIT SPORT AND RECREATION PARK

(SSRP) - LICENCE NEGOTIATION PROGRESS

REPORT

DATE OF MEETING: 17 FEBRUARY 2021 FILE NUMBER: DOC/21/13419

Moved Peter Scargill that the Summit Sport and Recreation Park Board:

#### 1. Pursuant to Section 90(3)(b)

Pursuant to Section 90(2) of the Local Government Act 1999 the Council orders that all members of the public except Executive Officer to the Board, Chief Financial Officer, General Manager Infrastructure, Manager Infrastructure Maintenance and Operations, Senior Community Development Officer and the Minute Secretary, be excluded from attendance at the meeting for Agenda Item 12.1 (Summit Sport and Recreation Park (SSRP) – Licence Negotiation Progress Report).

The Board is satisfied that pursuant to Section 90(3)(b) of the Act, the information to be received, discussed or considered in relation to this Agenda item is information the disclosure of which could reasonably be expected to confer a commercial advantage on a person with whom the Board is:

- conducting business; or
- proposing to conduct business; or
- would prejudice the commercial position of the Council

In addition the disclosure of this information would, on balance, be contrary to the public interest. The public interest in public access to the meeting has been balanced against the public interest in continued non-disclosure of this information. The benefit to the public at large resulting from withholding the information outweighs the benefit to it of disclosure of the information. The Board is satisfied that the principle that the meeting be conducted in a place open to the public has been outweighed in the circumstances because the disclosure of the Board/Council's commercial position may severely prejudice the Board/Council's ability to be able to negotiate a cost-effective proposal for the benefit of the Council and the community in this matter and in relation to other contract negotiations.

Seconded Jane Russo

CARRIED **SSRP20210217.05** 

Moved Councillor Samantha Jones that the Summit Sport and Recreation Park Board:

2. Note the status of the licence negotiation strategies, and the Executive Officer note the advice of the Board.

Seconded Paul Brown

CARRIED

SSRP20210217.06

Moved Councillor Samantha Jones that the Summit Sport and Recreation Park Board:

#### 3. Pursuant to Section 90 (3)(b)

That having considered Agenda Item 12.1 (Summit Sport and Recreation Park (SSRP) - Licence Negotiation Progress Report), in confidence under 90(2) and (3)(b) of the Local Government Act 1999, the Board pursuant to Section 91(7) of the Act orders that the Board agenda item, attachments and minutes be retained in confidence until all Licence Agreements have been executed or such lesser period as may be determined by the Board Executive Officer.

Seconded Jane Russo

CARRIED **SSRP20210217.07** 

MEETING DECLARED CLOSED AT 6.46pm

CHAIRPERSON DATE

