



AGENDA

SPORTSGROUND PRECINCT REDEVELOPMENT STEERING COMMITTEE

1 JUNE 2022



SHIRE OF WAGIN

NOTICE OF MEETING

Dear Councillors and Committee Members,

The next Sportsground Precinct Redevelopment Steering Committee meeting will be held

ON: Wednesday 1 June 2022

WHERE: Council Chambers

AT: 4:00pm

Bill Atkinson
CHIEF EXECUTIVE OFFICER

Note: That, under section 5.65 of the Local Government Act 1995, care should be exercised by all councillors to ensure that a 'financial interest' is declared and that they refrain from voting on any matters which are considered that may come within the ambit of the Act.

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In particular and without detracting in any way from the broad disclaimer above, in any discussion regarding any planning application or application for a licence, any statement or intimation of approval made by any member or officer of the Shire of Wagin during the course of any meeting is not intended to be and is not taken as notice of approval from the Shire of Wagin

The Shire of Wagin advises that anyone who has any application lodged with the Shire of Wagin shall obtain and should only rely on **WRITTEN CONFIRMATION** of the outcome of the application, and any conditions attaching to the decision made by the Shire of Wagin in respect of the application.

Bill Atkinson
CHIEF EXECUTIVE OFFICER



SHIRE OF WAGIN

Agenda for the Sportsground Precinct Redevelopment Steering Committee Meeting to be held in the Council Chambers, Wagin on Wednesday 1 June 2022 commencing at 4:00pm

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1. OFFICIAL OPENING

Opened the meeting _____ pm.

2. RECORD OF ATTENDANCE/APOLOGIES/LEAVE OF ABSENCE (PREVIOUSLY APPROVED)

2.1 ATTENDANCE

Cr Phillip Blight	Shire President
Cr Wade Longmuir	Councillor
Howard Ward	Wagin Agricultural Society
Paul Powell	Wagin Agricultural Society
Brenden Hall	Wagin Cricket Club
Dave Hill	Wagin Bowling Club
Fiona Dawson	Wagin Pony Club
Ian McCabe	A/Deputy Chief Executive Officer
Dwight Kellow	Wagin Hockey Club
Kevin Spurr	Wagin Trotting Club
Stephen van Schalwyk	Community Member
Cam Clifton	Community Member

2.2 APOLOGIES

3. PETITIONS/DEPUTATIONS/PRESENTATIONS

4. DISCLOSURE OF FINANCIAL AND OTHER INTERESTS

4.1 DISCLOSURE OF FINANCIAL INTEREST – Local Government Act Section 5.60a

4.2 DISCLOSURE OF PROXIMITY INTEREST – Local Government Act Section 5.6

4.3 DISCLOSURE OF IMPARTIALITY INTEREST – Administration Regulation Section 34c



5. CONFIRMATION OF PREVIOUS MEETING MINUTES

5.1 MINUTES FROM THE SPORTSGROUND PRECINCT REDEVELOPMENT STEERING COMMITTEE MEETING HELD 27 APRIL 2022

COMMITTEE DECISION

Moved Cr

Seconded Cr

That the minutes of the Sportsground Precinct Redevelopment Steering Committee meeting held on 27 April 2022 and circulated to all Councillors and Committee Members, be confirmed as a true and accurate record.

Carried 0/0

BACKGROUND/COMMENT

Council received the Committee Minutes dated 27 April 2022 at its meeting on 24 May. The Committee is an advisory body to Council and Council may make decisions based on the Committee Minutes alone or consider other material alongside it. Council may also amend recommendations in making any resolutions.

VOTING REQUIREMENTS

Simple majority

6. CORRESPONDENCE AND REPORTS

6.1 WAGIN SPORTSGROUND PRECINCT – DEVELOPMENTS SINCE THE LAST COMMITTEE MEETING

PROPONENT/OWNER:	N/A
LOCATION/ADDRESS:	N/A
AUTHOR OF REPORT:	A/Deputy Chief Executive Officer
SENIOR OFFICER:	Chief Executive Officer
DATE OF REPORT:	25 May 2022
PREVIOUS REPORT(S):	19 April 2022
DISCLOSURE OF INTEREST:	Nil
FILE REFERENCE:	CS.SP.25
ATTACHMENTS:	NIL.

OFFICER RECOMMENDATION

Moved by

Seconded by

That the Committee receives the updated Status Report.

Carried 0/0

BRIEF SUMMARY

The purpose of this item is to keep the committee informed and provide a status report of the Sportsground Precinct proposal.

BACKGROUND/COMMENT

A draft Memorandum of Understanding (MOU) was prepared and circulated to all Committee members 6 May. Please refer item 7.1.

The A.DCEO attended a meeting of outgoing and incoming Committee members of the Wagin Bowling Club Inc. 11 May. This was to meet new Committee members and allow for discussion of the club's particular circumstances as well as the proposed MOU.

Contact was made 12 May with shire project officer John Case to assess potential for further support work.

The budget submission as agreed at the Committee meeting of 27 April was submitted to the Manager of Finance at the Shire of Wagin by the Acting Deputy CEO (A.DCEO). Investigation of supplementary information to support the submission will now occur and the request will be considered as part of shire and Council's budget deliberations. The shire budget is prepared within a legislative and financial management framework and is subject to Council approval by 31 August 2022.

All documentation related to this proposal is being collated for use as a project library. In addition, project documentation is being drafted in preparation for any approved works. A project will be initiated by Council Decision.

At the ordinary meeting of 24 May, Council considered the Committee's Minutes of 27 April with discussion of the budget submission.

CONSULTATION/COMMUNICATION

Steering Committee members: Cr Phillip Blight, Shire President; Cr Wade Longmuir, Councillor; Mr Howard Ward, Wagin Agricultural Society; Mr Paul Powell Wagin Agricultural Society; Ms Fiona Dawson Wagin Riding and Pony Club Inc.; Mr Dwight Kellow Wagin Hockey Club Inc.; Mr Brenden Hall Wagin Cricket Club Inc.; Ms Bronwyn Hegarty Wagin Bowling Club; Mr Kevin Spurr Wagin Trotting Club Inc.; Mr Anthony Rowell Wagin Tennis Club Inc.; Mr Cam Clifton Community Member; Mr Stephen van Schalwyk Community Member; CEO and DCEO.

STATUTORY/LEGAL IMPLICATIONS

Local Government Act 1995 Part 5 Division 2; Local Government (Administration) Regulations 1996.

POLICY IMPLICATIONS

No policy applicable to this item

FINANCIAL IMPLICATIONS

No financial implications to this item

STRATEGIC IMPLICATIONS

Contribute to the Shire of Wagin Strategic Community Plan key strategic outcomes: 1.3 Increase tourism and promotion of town and heritage; 2.8 Investigate planning and development of sporting facilities; 3.4 Progress the Wagin Community Recreational Hub.

VOTING REQUIREMENTS

Simple majority

7. GENERAL BUSINESS

7.1 MEMORANDUM OF UNDERSTANDING

PROPONENT/OWNER:	N/A
LOCATION/ADDRESS:	N/A
AUTHOR OF REPORT:	A/Deputy Chief Executive Officer
SENIOR OFFICER:	Chief Executive Officer
DATE OF REPORT:	25 May 2022
PREVIOUS REPORT(S):	N/A
DISCLOSURE OF INTEREST:	Nil
FILE REFERENCE:	CS.SP.25
ATTACHMENTS:	1. Draft MOU as circulated 2. MOU (if amended)

OFFICER RECOMMENDATION

Moved by

Seconded by

1. That the Committee adopt the Memorandum of Understanding with any amendments as agreed at this meeting;
2. That Committee members representing clubs or organisations arrange for the Authorised Person to sign the MOU and return to the Shire of Wagin prior to 22 June;
3. That the Committee commend the MOU to Council for their endorsement at the meeting of 28 June 2022.

Carried 0/0

BRIEF SUMMARY

The Memorandum of Understanding is to facilitate club commitment, information exchange and collaboration in creating inputs to any plan for the Sportsground Redevelopment.

BACKGROUND/COMMENT

The Council of the Shire of Wagin received and endorsed the Sportsground and Recreation Precinct Masterplan feasibility study report at its August 2020 meeting (resolution 4370) with particular reference to Option 5 as detailed in that report.

Council provided Terms of Reference to this Committee, which state:

'The role of the Steering Committee is to provide strategic direction and recommendations to Council in the implementation of the Wagin Sportsground Precinct Re-development Masterplan in accordance with the Option 5 and the document's recommendations and implementation plan'.

Council has subsequently recognised a staged implementation of redevelopment is to occur (refer Council Minutes March 2022). This is a recognition of the likely significant budgetary

demand on resources such an endeavour may create, as well as the complexity of assessing current and future needs.

The Sports Hub Development implementation plan, at 12.1 (page 39) of the Master Plan, recommends an MOU to identify the suite of facilities and contributions by each club (cash and in-kind). These questions have been difficult to respond to for some clubs, for reasons of a lack of clarity on project scope, an absence of approved budget and the absence of agreement about eventual facility management. In some cases, clubs cannot measure the cost/benefit of proposed change.

This Memorandum of Understanding (MOU) is to facilitate information gathering and club support at the Committee and membership level to enable the development of clear forward plans for each club. Concurrently, improved information about need and probable facility delivery will allow clubs to commit to planning for proposed facilities.

The MOU permits new members and creates the opportunity for conversations with individual clubs as well as shared collaboration.

When improved levels of knowledge about the project outcomes are available and clubs are better positioned to make further commitments, the MOU may be amended. In this way, the MOU will evolve to support implementation of any project as approved by Council.

CONSULTATION/COMMUNICATION

Shire of Wagin CEO; Shire President Cr P. Blight; Shire Deputy President Cr G. Ball; members of the Sportsground Precinct Redevelopment Committee; management Committee of the Wagin Bowling Club Inc.

STATUTORY/LEGAL IMPLICATIONS

Local Government Act 1995 Division 2, subdivision 2 (committees); Part 6 Division 1; Local Government (Financial Management) Regulations 1996.

POLICY IMPLICATIONS

Council policies C.1 Standing Committees; A.18 Asset Management

FINANCIAL IMPLICATIONS

No direct financial implications to this item.

STRATEGIC IMPLICATIONS

Contribute to the Shire of Wagin Strategic Community Plan key strategic outcomes: 1.3 Increase tourism and promotion of town and heritage; 2.8 Investigate planning and development of sporting facilities; 3.4 Progress the Wagin Community Recreational Hub.

VOTING REQUIREMENTS

Simple majority

Memorandum of Understanding (MoU)

For

Sportsground Precinct Redevelopment Steering
Committee

1 July 2022 - 30 June 2024

Agree to a memorandum of understanding to further co-operation between represented organisations to support the Council of the Shire of Wagin in the improvement and management of nominated recreational facilities.

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Memorandum of Understanding

This document represents an agreement between

Shire of Wagin; and
Wagin Agricultural Society; and
Wagin Riding and Pony Club Inc.; and
Wagin Hockey Club Inc; and
Wagin Cricket Club; and
Wagin Bowling Club; and
Wagin Trotting Club; and
Wagin Tennis Club.

The local government and represented organisations and community representatives are working as an advisory committee to Council. The Memorandum of Understanding does not replace the Committee's Terms of Reference but provides a mechanism for organisational representatives to provide advice and make decisions about sporting facility creation and management.

1. Description of collaborating organisations

The eight (8) partner organisations are a Local Government Authority under the *Local Government Act 1995* (as amended) and seven (7) incorporated bodies. Two community representatives to the Sportsground Precinct Redevelopment Steering Committee may participate in any meeting and contribute to any document or decision but not bind any member organisation.

Other organisations may become members with the unanimous agreement of the Committee.

2. Objectives and scope

This MoU aims to promote collaborative work with council to develop the pursuit of sport in the District.

The objective is create sustainable facilities that will support existing and future needs for sporting, recreational, economic and community development within the district of Wagin.

The signatories of the MOU (**‘the committee’**) comprises the local government authority and seven incorporated organisations that share a common location and interest (improving sporting, community and economic welfare within the Shire of Wagin).

3. The nature of the collaboration

The project objectives include:

- 3.1. Identify the current and future sporting infrastructure needs of clubs in the committee
- 3.2. Consider the current and future sporting infrastructure needs of the community.
- 3.3. Establish costs and resource needs to deliver current and future sporting infrastructure needs.
- 3.4. Identify opportunities for collaborative service, funding or resource provision, including opportunities to work with third party providers.
- 3.5. The financial or resource contribution of any member organisation is for the decision of that members’ committee and the timing, quantum or nature of any contribution is at the absolute discretion of the member organisation.
- 3.6. Contribute collaboratively for the benefit of all member organisations and the community in delivery of sporting infrastructure and the growth of sporting participation, community connection and economic development.
- 3.7. All decisions of the Committee are a recommendation to the Council of the Shire of Wagin which will exercise its powers in accordance with the Local Government Act and other legislation, any advice and its collective judgement in making decisions when considering any such recommendation, which may be modified or rejected.

In summary, the project will have the following broad outcomes:

- Development of the project to create infrastructure to enable sporting and recreational pursuits that will add to the development of sport, recreation, community connection and economic development of the district.
- Project planning and implementation of sporting grounds and facilities as identified by the Shire of Wagin, the community or this Committee.

All funding is to be centralised at the Shire of Wagin (**“Lead Agency”**) in identifiable accounts and the Lead Agency will be responsible for the financial reporting requirements as per the funding agreements.

4. The terms of the agreement

This MOU is valid from date of signing to 30 June 2024. This can be extended on mutual agreement of all signatories to the MOU.

5. Organisation and management of the agreement

The responsibilities of each of the partner organisations will be as follow:

5.1. Lead Agency – will be responsible for:

- 5.1.1. Overall project planning and coordination.
- 5.1.2. Management of any bank account or funding for the sole purposes of this project, and all income and expenditure related to it.
- 5.1.3. Reviewing and balancing collective funding budget(s) – income and expenditure statements will be provided to the committee on request.
- 5.1.4. Financial record keeping for the purposes of the reporting as required.
- 5.1.5. Overall financial acquittals and auditing as required for the external funding bodies.
- 5.1.6. Processing financial claims arising from the project(s) or this MoU.
- 5.1.7. Implementing the decisions of Council.

5.2. Deputy Chief Executive Officer – will be responsible for:

- 5.2.1. Record keeping for the purposes of the committee.
- 5.2.2. Sourcing and applying for external funding to support project implementation (as mutually agreed to by the committee).
- 5.2.3. Completion of all progress reports, annual reports and financial acquittals as required for the external funding bodies.
- 5.2.4. Project management (including, but not limited to, all planning, engaging suitably qualified consultants, implementing directly or indirectly any required action.
- 5.2.5. Preparation of external funding, progress reports and acquittals.
- 5.2.6. Applying skill and judgement to decision making to complete necessary tasks as delegated by Council.

5.3. All partner organisations will be responsible for:

- 5.3.1. Support the day-to-day project management of the project as requested by the Lead Agency.
- 5.3.2. Keep relevant local financial and other records to enable funding or financial recouping of costs incurred as relevant to the project and the provision of expenditure statements with supporting documentation to the Lead Agency.
- 5.3.3. Provide updates on progress at member club committee meetings and each partner organisation commits to assisting the Lead Agency with quotations, project inputs, funding body applications or reporting as required.

- 5.3.4. Ensuring that the infrastructure once built, features in respective plans, such as Asset Management Plans, or are provided for in Third Party Provider Asset Management Plan (i.e., owner occupier of facility.) or other such agreed plans to ensure the fair use, maximising utilisation, proper maintenance, and future replacement of the asset.
- 5.3.5. Supporting agreements between the Lead Agency and one or more individual member organisations, may make provision, plans or sinking funds or any other arrangement for the management, use or replacement of completed assets.
- 5.3.6. Updating relevant information with the Lead Agency for any project including relevant site and club information, photos, videos, maps etc as requested, in a timely manner.
- 5.3.7. Providing any information requested from your respective organisation as required to assess the effectiveness of the project.
- 5.3.8. Receive requests for financial or resource commitment and present it to your Committee for consideration and decision.
- 5.3.9. Maintain any relevant insurances.
- 5.3.10. This agreement does not modify any other current agreement held by partner organisations with the Shire of Wagin until that agreement is modified in accordance with its provisions.

6. Lead Agency

For the purposes of this committee, the Shire of Wagin will be the Lead Agency and provide the project coordination for the Sportsground Precinct Redevelopment. The primary contact will be the Deputy Chief Executive Officer of the Shire of Wagin.

Deputy Chief Executive Officer
Shire of Wagin
2 Arthur Road
WAGIN WA 6315

Ph: 9861 1177 M: 0448 783 692
E: dceo@wagin.wa.gov.au

7. Partner organisations

The partner organisations to this MOU and their relevant contact details are as follows:

To be confirmed

8. Communication and exchange of information

Information dissemination in relation to the project will largely be by email. It is the responsibility of member organisations to ensure the Shire of Wagin is made aware of relevant contact details. Records are to be retained as per the Record Keeping Plan of the local government. Member organisations should ensure committees and membership are engaged with decision making and outcomes. Agendas and minutes will be retained electronically by the Lead Agency.

9. Intellectual property

Rights to the intellectual property as produced by the Committee will be retained by the Shire of Wagin as part of the project.

10. Appendix

Reference is to be made to the following documents:

- Sportsground Precinct Redevelopment Steering Committee Terms of Reference
- Any financial budget or report produced by the Shire of Wagin which Council has resolved to approve.
- Any lease, agreement or other instrument between the Shire of Wagin and member organisations.

11. Effective dates and signatures

This MOU is effective from _____ (date of signing)

Signature

Chief Executive Officer
Shire of Wagin

Print Full Name of Authorised Person

Signature

President
Shire of Wagin

Print Full Name of Authorised Person

Signature

(Rep)
Cr

Print Full Name of Authorised Person

Signature

(Rep)

xx

Print Full Name of Authorised Person

Signature

(Rep)
cc

Print Full Name of Authorised Person

Signature

(Rep)

xx

Print Full Name of Authorised Person

Signature (Rep)

xx

Print Full Name of Authorised Person

Signature (Rep)

xx

Print Full Name of Authorised Person

Signature (Rep)

xx

Print Full Name of Authorised Person

Signature (Rep)

xx

Print Full Name of Authorised Person

Signature (Rep)

Xx

Print Full Name of Authorised Person

Signature (Rep)

Print Full Name of Authorised Person

Signature (Rep)

Print Full Name of Authorised Person

Signature (Rep)

Xx

Print Full Name of Authorised Person



7.2 ANY OTHER GENERAL BUSINESS

7.3 NEXT MEETING OF THIS COMMITTEE

8. CLOSURE