

COUNCIL AGENDA

Special Council Meeting

6:00 PM 09 February 2026

Council Chambers (First Floor), Civic Centre,
23 Dundobar Road, Wanneroo

wanneroo.wa.gov.au

RECORDING AND ACCESS TO RECORDINGS OF COUNCIL MEETINGS POLICY

1. POLICY STATEMENT

All Ordinary and Special Meetings of Council, Agenda Briefing Forums and meetings of Electors will be live streamed and digitally recorded, consistent with the objectives of the Local Government Act 1995, section 1.3 (2)(c), which promotes greater accountability of local governments to their communities. This policy does not apply to any part of the meeting which is closed to the public in accordance with section 5.23 of the Local Government Act 1995.

2. OBJECTIVE AND PURPOSE

Objective

The objective of this policy is to ensure there is a process in place to outline the access to recorded Council Meetings.

Purpose

The purpose of this policy is to ensure that Council Members, the community, government bodies and other stakeholders are able to access recordings of the proceedings of Council meetings in compliance with the *Local Government Act 1995* and associated Regulations.

3. KEY DEFINITIONS

Act	Means the <i>Local Government Act 1995</i>
Administration	The operational arm of the City which includes the employees and is headed by the CEO
Agenda Briefing	Meeting where Council Members and the community can ask questions, seek clarification and request further information on all matters due for deliberation and consideration at the forthcoming ordinary council meeting and is open to the public.
Annual General Meeting of Electors	Meeting held in accordance with section 5.27 of the Act.
Council Member	Means a person elected under the Act as a member of the council of the local government and includes the Mayor or president of the local government
Electronic recording	Means any recording made by an electronic device capable of recording sound and or vision.
Employee	Means a person employed by a local government under section 5.36(1) of the Act.
Ordinary Council Meeting	A formal meeting of Council conducted in accordance with the Act and applicable local laws for the purpose of considering and dealing with the ordinary business of the Council.
Special Council Meeting	Meeting held for the purpose of considering and dealing with council business that is urgent, complex in nature, for a particular purpose or confidential.
Special Meeting of Electors	Meeting held in accordance with section 5.28 of the Act.

4. SCOPE

This Policy applies to Council Members and employees of the City of Wanneroo. This Policy does not extend to meetings, or any part of the meeting which is closed to the public in accordance with section 5.23 of the *Local Government Act 1995*.

5. IMPLICATIONS

The policy aligns with the following Strategic Community Plan Goal and Priorities:

Strategic Community Plan 2021-2031

Goal 7: A well-governed and managed City that makes informed decisions, provides strong community leadership and valued customer focused services.

Priority 7.2 – Responsibly and ethically managed. The City of Wanneroo will be managed responsibly to ensure a long-term, sustainable future. The City will have effective governance arrangements and ethical leadership that is open and transparent, ensuring a clear understanding of roles and accountabilities.

6. IMPLEMENTATION

6.1. This Policy shall be printed within the Agenda of all Council Meetings, which include:

- Ordinary Council Meeting;
- Special Council Meeting;
- Annual General Meeting of Electors;
- Special Electors Meeting; and
- Agenda Briefing Session.

to advise the public that the proceedings of the meeting are recorded.

Recording of Proceedings

- 6.2. Proceedings of Meetings detailed in this policy, as well as Deputations and Public Question Time during these meetings, shall be recorded by the City on audio and video recording equipment. Meetings and portions of Meetings taking place in closed session will be recorded on audio recording equipment.
- 6.3. No member of the public is to use any audio-visual technology or devices to record the proceedings of a Meeting, without the written permission of the Mayor or the Mayor's Delegate.
- 6.4. Arrangements for the broadcast and recording of meetings conducted by electronic means under s14D of the *Local Government (Administration) Regulations 1996 (Regulations)*, for example in the situation of a public health emergency or state of emergency, will be made in compliance with ss.14H and 14I of the Regulations.
- 6.5. Arrangements for the recording of Meetings not held at the Council's usual meeting place, or for the recording of Meetings in the event of a technological failure of the City's recording equipment, will be made in compliance with ss.14I(2) to 14I(9) of the Regulations.
- 6.6. In compliance with the City's approved Recordkeeping Plan and the *State Records Act 2000*, recordings made under this policy will be retained for the period specified in the *General Retention and Disposal Authority for Local Government Information*.

Access to Recordings

- 6.7. Recordings of Meetings made under this policy will be published via the City's online channels no later than fourteen days after the Meeting and will remain accessible for a minimum period of five years after the Meeting date.
- 6.8. Members of the public may purchase a copy of the recorded proceedings or alternatively, listen

to the recorded proceedings at the Civic Centre online once the recording is published on the City of Wanneroo website. Costs for providing a copy of the recorded proceedings to members of the public will include staff time to make the copy of the proceedings, as well as the cost of the digital copy for the recording to be placed on. The cost of staff time will be set in the City's Schedule of Fees and Charges each financial year.

- 6.9. Council Members may request a copy of the recording of the Council proceedings at no charge.
- 6.10. All Council Members are to be notified when recordings are requested by members of the public or by Council Members.
- 6.11. All electronic recording content is the property of the City of Wanneroo. Reproduction without written authorisation of the City of Wanneroo is prohibited.

7. ROLES AND RESPONSIBILITIES

The Policy is the responsibility of the Manager Corporate Governance and Council Services.

8. DISPUTE RESOLUTION

All disputes in regard to this policy will be referred to the General Counsel in the first instance. In the event that an agreement cannot be reached, the matter will be submitted to the Chief Executive Officer for a ruling.

9. EVALUATION AND REVIEW PROVISIONS

This policy will be evaluated and its effectiveness reviewed by the following key performance measures:

- All relevant meetings recorded;
- Acceptable quality of recordings captured; and
- Resolution of requests for copies of recordings within appropriate timeframes.

10. RELATED DOCUMENTS

City of Wanneroo Recordkeeping Plan

Ordinary Council Meetings and Forums of Council Policy

City of Wanneroo Standing Orders Local Law 2021

11. REFERENCES

Local Government Act 1995

Local Government (Administration) Regulations 1996

State Records Act 2000

General Retention and Disposal Authority for Local Government Information

12. RESPONSIBILITY FOR IMPLEMENTATION

Manager Corporate Governance & Council Services

COMMONLY USED ACRONYMS AND THEIR MEANING

Acronym	Meaning
ABN	Australian Business Number
ACN	Australian Company Number
Act	<i>Local Government Act 1995</i>
CBP	City of Wanneroo Corporate Business Plan
CHRMAP	Coastal Hazard Risk Management & Adaption Plan
City	City of Wanneroo
CPI	Consumer Price Index
DBCA	Department of Biodiversity Conservation and Attractions
DFES	Department of Fire and Emergency Services
DOE	Department of Education Western Australia
DOH	Department of Health
DPLH	Department of Planning Lands and Heritage
DPS2	District Planning Scheme No. 2
DLGIRS	Department of Local Government, Industry Regulation and Safety
DWER	Department of Water and Environmental Regulation
EPA	Environmental Protection Authority
GST	Goods and Services Tax
JDAP	Joint Development Assessment Panel
LTFP	Long Term Financial Plan
MRS	Metropolitan Region Scheme
MRWA	Main Roads Western Australia
POS	Public Open Space
PTA	Public Transport Authority of Western Australia
SAT	State Administrative Tribunal
SCP	City of Wanneroo Strategic Community Plan
WALGA	Western Australian Local Government Association
WAPC	Western Australian Planning Commission



Notice is given that the next Special Council Meeting will be held in the
Council Chambers (First Floor), Civic Centre,
23 Dundobar Road, Wanneroo
on **Monday 9 February, 2026** commencing at **6:00 PM**.

B Parker
Chief Executive Officer
3 February, 2026

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A G E N D A

Good evening Councillors, staff, ladies and gentlemen, this meeting today is being held on Whadjuck Nyoongar Boodjar and I would like to acknowledge and pay my respects to Elders, past, present and future. I thank all past and present members of the community that have supported the City to better understand and value Nyoongar culture within the City of Wanneroo.

I invite you to bow your head in prayer:

Lord, We thank you for blessing our City, our community and our Council. Guide us all in our decision making to act fairly, without fear or favour and with compassion, integrity, wisdom and honesty. May we show true leadership, be inclusive of all, and guide all of the City's people and many families to a prosperous future that all may share. We ask this in your name. Amen.

Item 1 Attendances

Item 2 Apologies and Leave of Absence

Item 3 Public Question Time

In accordance with Section 7(4)(b) of the *Local Government (Administration) Regulations 1996*, a Council at a Special Meeting is not required to answer a question that does not relate to the purpose of the meeting. It is therefore requested that only questions that relate to items on the agenda be asked.

Item 4 Reports

Declarations of Interest by Council Members, including the nature and extent of the interest. Declaration of Interest forms to be completed and handed to the Chief Executive Officer.

Community Service Delivery

SCP01-02/26 Alkimos Aquatic and Recreation Centre Tender Report

File Ref:	54387 – 25/447165
Responsible Officer:	Director Community & Place
Attachments:	2
Previous Items:	CR02-03/25 - Alkimos Aquatic and Recreational Centre Operational Management - Ordinary Council - 25 Mar 2025 6:00pm CR03-05/25 - Alkimos Aquatic and Recreation Centre Operational Management Options - Ordinary Council - 27 May 2025 6:00pm

Issue

To consider Tender No. 25140 for the award of the Operator Contract Alkimos Aquatic and Recreation Centre (**AARC**) for a term of five years.

Background

The AARC will serve as the City's newest community recreation and aquatic facility, focused on servicing the growing needs of the expanding population of the City's Northern Coastal Growth Corridor.

The need for a regional aquatic facility was initially identified in the 2011 Northern Coastal Growth Corridor Community Facilities Plan (updated in 2020), with an initial implementation date of 2042-2046. However, following consultation with the community, it was clear that a facility for the northern coastal growth corridor was required much sooner.

This need was amplified due to the strong population projections in the region, a lack of existing community recreation and sporting amenities within the locality and the expected extension and delivery of new primary and secondary schools in the region.

In February 2020, the business case for the AARC was endorsed by Council, and in July 2020, Council endorsed the preferred location. Since then, the project has progressed through various design phases, funding procurement, advertising of a Section 3.59 Business Plan, procurement of a contractor for the construction and the commencement of construction in January 2025.

At the Ordinary Council Meeting held on 25 March 2025 (CR02-03/25), Council considered the Alkimos Aquatic and Recreation Centre Project Board's recommendation regarding the operational management of AARC as a confidential item. It was resolved:

That Council PROCEEDS with recommendation 1. to 7. as contained in Attachment 3.

A subsequent confidential item was considered at the Ordinary Council Meeting held 27 May 2025 (CR03-05/25), where it was resolved:

That Council APPROVES the recommendation contained within the confidential report and in accordance with Attachment 1.

Detail

Tender No. 25140 for the Operator of the Alkimos and Recreation Centre was advertised on Saturday, 16 August 2025 and closed on Tuesday, 14 October 2025. During the open tender process, there were five addenda issued.

Essential details of the proposed contract are as follows:

Item	Detail
Contract Form	Operator Agreement
Contract Type	Lump Sum
Contract Duration	Five years
Commencement Date	February 2026 (Pre-Operating Period)
Expiry Date	30 June 2031
Extension Permitted	No

Tender submissions were received from the following companies:

Legal Name	Trading Name
Belgravia Health And Leisure Group Pty Ltd ATF the Belgravia Leisure Unit Trust	Belgravia Leisure

Legal Name	Trading Name
BlueFit Pty Ltd	BlueFit Pty Ltd
City of Wanneroo	City of Wanneroo

Probity Oversight

Oversight to the tender assessment process was undertaken by an external Probity Advisor, engaged by the City.

Please refer to the **Confidential Attachment 1** for reference to the external Probity Advisor Final Report.

The report notes that the overall focus of the probity tasks undertaken was to ensure the process was undertaken in an accountable and transparent manner, and the following objectives were present:

- Fairness and impartiality
- Use of competitive processes/value for money
- Consistency and objectivity
- Security and confidentiality of information, and
- Identification and resolution of conflicts of interest.

The evaluation panel consisted of the following representatives:

Position	Responsibility
Director Community and Place	Chair Scoring Member
General Counsel	Scoring Member
Chief Financial Officer	Scoring Member
Manager Property	Scoring Member
Project Director – Strategic Projects	Scoring Member
Procurement Advisor – City of Wanneroo	Non-scoring Member
Technical and Financial Advisors - Paatsch Group	Non-scoring Member
Procurement Facilitator - Otium Planning Group	Non-scoring Member
Legal Advisor - Jackson McDonald	Non-scoring Member
Probity Advisor - Paxon Group	Non-scoring Member

Tender submissions were evaluated in accordance with the Procurement and Evaluation Plan (**PEP**) which included the following selection criteria:

Qualitative Criteria – Weighted

Item No	Description	Weighting
1	Preliminary Operations and Management Plan	50%
2	Demonstrated Experience of Organisation	20%
3	Capacity of Organisation, Key Personnel and Human Resource Management	20%
4	Sustainable Procurement – Corporate Social Responsibility	10%

Non-weighted

Item No	Description	Weighting
5	Price	0
6	Capital Investment	0

Item No	Description	Weighting
7	Equipment and Furniture	0

All Tenderers met the minimum requirements for each of the qualitative criteria and were considered for further evaluation.

Pricing, Capital Investment and Equipment and Furniture proposals were not included in the qualitative criteria and are considered as part of the overall value for money assessment.

All tender submissions were received as conforming.

Tender submissions were evaluated in accordance with the approved Procurement and Evaluation Plan through a three-stage process comprising an initial qualitative assessment, a detailed financial and value-for-money review, and formal tenderer interviews. The evaluation was undertaken by the multi-disciplinary panel and supported by independent probity, legal, technical and financial advisors to ensure a fair, transparent and consistent assessment. Final rankings reflect the combined outcome of all three stages against the weighted qualitative criteria and overall value-for-money considerations.

Evaluation Ranking by Criterion

Evaluation Criteria 1 – Preliminary Operations and Maintenance Plan (50%)

The assessment of this criterion has resulted in the following ranking:

Tenderer	Ranking
BlueFit	1
Belgravia Leisure	2
City of Wanneroo	3

Evaluation Criteria 2 – Demonstrated Experience of Organisation (20%)

The assessment of this criterion has resulted in the following ranking:

Tenderer	Ranking
BlueFit	1
Belgravia Leisure	1
City of Wanneroo	3

Evaluation Criteria 3 - Tenderer's Capacity of Organisation, Key Personnel and Human Resources Management (20%)

The assessment of this criterion has resulted in the following ranking:

Tenderer	Ranking
BlueFit	1
Belgravia Leisure	2
City of Wanneroo	3

Evaluation Criteria 4 – Sustainable Procurement – Corporate Social Responsibility (10%)

The assessment of this criterion has resulted in the following ranking:

Tenderer	Ranking
BlueFit	1

Tenderer	Ranking
City of Wanneroo	2
Belgravia Leisure	3

Final Overall Qualitative Weighted Assessment and Ranking

The overall assessment of qualitative weighted criteria resulted in the following ranking (**refer Confidential Attachment 1**):

Tenderer	Ranking
BlueFit	1
Belgravia Leisure	2
City of Wanneroo	3

Pricing for the Goods/Services/Works Offered

An assessment was made to determine the ranking based on the lump sum pricing provided with the tender documentation. Refer to the Analysis of Price in **Confidential Attachment 1**.

Based on the information provided, tenderers are ranked as follows:

Tenderer	Ranking
BlueFit	1
Belgravia Leisure	2
City of Wanneroo	3

Value for Money Assessment

The combined assessment of Price versus Qualitative Scores resulted in the following tender ranking:

Tenderer	Ranking
BlueFit	1
Belgravia Leisure	2
City of Wanneroo	3

Consultation

Legal advice was provided throughout the process, supported by financial and performance risks assessments.

Comment

The Evaluation Panel noted that all three tenderers demonstrated the capability to successfully operate a modern aquatic and recreation facility. Each organisation presented credible experience, operational systems and an ability to meet the defined core service expectations.

The assessment process was undertaken across three evaluation stages and supported by probity, procurement, legal and financial advisors. The process differentiated between the submissions when assessed against the weighted qualitative criteria and overall value-for-money considerations.

The Preliminary Operations and Management Plan, which carries the highest weighting (50%) required tenderers to demonstrate a detailed and integrated understanding of the facility's operational requirements, including market positioning, program activation, staffing financial

performance, customer experience, sustainability, and community benefit. BlueFit consistently ranked highest across this criterion in all three stages of the evaluation, reflecting the strength and depth of its operational model.

Interviews reinforced these findings. BlueFit presented a clear and realistic operational strategy, demonstrated a strong awareness of the local government environment, and articulated a highly collaborative approach to partnership with the City. Their proposed activation strategies, membership growth approach and community engagement model were assessed as contemporary, responsive, and well aligned with Council's objectives for the AARC. BlueFit demonstrated strong management and understanding in:

- Realistic revenue targets
- Forecast profit after second full year
- Key local structure and support following WACA recruitment
- Short national management structure
- Hands on culture, agile and nimble
- Flexibility through a collaborative approach
- Community focused

Financial analysis conducted by the independent advisors confirmed that BlueFit's proposed financial return is achievable and represents a competitive outcome for the City. Their five year operating budget was assessed as robust, clearly structured, and underpinned by realistic revenue and expenditure assumptions. Importantly, BlueFit's clarifications to the Operator Agreement offered additional benefits to the City, reducing contractual and operational risk, including reinstatement of key indemnities, acceptance of the City's maintenance standards, and agreement to required reporting timeframes.

Following completion of the evaluation, BlueFit remained the highest-ranked tenderer overall. Belgravia Leisure improved its position following the interview stage but did not surpass BlueFit in overall value for money assessment. The City of Wanneroo internal tender performed strongly but did not achieve the same level of competitiveness across the combined qualitative and financial criteria.

In summary, the tender submission from BlueFit Pty Ltd achieved the highest ranking / satisfied the overall value for money assessment in accordance with the assessment criteria and weightings as detailed in the Tender Evaluation Plan and is therefore recommended as the successful tenderer.

Statutory Compliance

Tenders were invited in accordance with the requirements of Section 3.57 of the *Local Government Act 1995*. The tendering procedures and evaluation complied with the requirements of Part 4 of the *Local Government (Functions and General) Regulations 1996*.

In accordance with Section 3.57 a local government must "accept the tender that is most advantageous to the local government or reject all tenders." Regulation 18 of the *Local Government (Functions and General) Regulations 1996* confirms that, following assessment, Council may accept a tender or resolve not to accept any tender.

In determining which tender is most advantageous, Council is to act consistently with the principles set out in section 1.3 of the Act, which establish that a local government is to provide good government and ensure that its services and functions are delivered in an efficient and effective manner and achieve the best value for money for the community (section 1.3(2)(c)).

Accordingly, Council has several options available when determining the outcome of the tender process.

Council may resolve to:

1. Endorse the officer recommendation, where it is satisfied that the recommended tender represents the most advantageous outcome.
2. Move an alternative recommendation, where it considers that an alternative outcome better meets the objectives of the tender and the interests of the local government.
3. Resolve to reject all tenders, where it determines that none provide a satisfactory outcome.

Any resolution of Council must be made in accordance with the requirements of the Act and Regulations.

Resolve to reject all tenders

Council may resolve to reject all tenders where, after due consideration, it determines that none of the submissions received represent a satisfactory or acceptable outcome for the local government. This may occur where the tenders do not adequately meet the specifications or objectives of the request, do not demonstrate value for money, present unacceptable risks, or otherwise fail to align with the strategic, financial, operational or community interests of the local government.

In exercising this option, Council must be satisfied that rejecting all tenders is justified and consistent with its obligations under Section 3.57 of the *Local Government Act 1995* (WA) and Regulation 18 of the Local Government (Functions and General) Regulations 1996.

Rejecting all tenders does not commit Council to any contractual arrangement and preserves its ability to reconsider the scope, specifications, or procurement approach.

Should Council resolve to reject all tenders, it may direct the administration to:

- Review and amend the tender documentation or project scope;
- Undertake further market testing or consultation;
- Recommence the tender process at a later date; or
- Consider alternative operating methods.

Strategic Implications

The proposal aligns with the following objective within the Council Plan 2025 – 2035:

5 ~ A Well-Governed and Managed City

5.2 - Invest in property and places that grow our economy and community

Risk Appetite Statement

In pursuit of strategic objective goal 7, we will accept a Medium level of risk as the City balances the capacity of the community to fund services through robust cost-benefit analysis and pursues evidence-based decision making to be effective stewards of the Council and City for future generations.

Enterprise Risk Management Considerations

Risk Title	Risk Rating
9.2 Procurement	Low
Accountability	Action Planning Option
Director Corporate Strategy & Performance	Manage

Risk Title	Risk Rating
3.2 Stakeholder Relationships	Medium
Accountability	Action Planning Option
Chief Executive Officer	Manage

Risk Title	Risk Rating
1.5 Competitive Service Costing	Medium
Accountability	Action Planning Option
Director Corporate Strategy & Performance	Manage

Risk Title	Risk Rating
1.4 Financial Management	Medium
Accountability	Action Planning Option
Director Corporate Strategy & Performance	Manage

Risk Title	Risk Rating
7.3 Safety of Community	Medium
Accountability	Action Planning Option
Director Community and Place	Manage

Risk Title	Risk Rating
4.1 Workforce Planning	High
Accountability	Action Planning Option
Director Corporate Strategy & Performance	Manage

Risk Title	Risk Rating
2.3 Contract Management	Low
Accountability	Action Planning Option
Director Corporate Strategy & Performance	Manage

Risk Title	Risk Rating
4.3 Workplace Health & Safety	Medium
Accountability	Action Planning Option
Director Corporate Strategy & Performance	Manage

The above risks relating to the issue contained within this report have been identified and considered within the City's Corporate and Strategic risk register. Action plans have been developed to manage these risks to support existing management systems.

Financial and Performance Risk

Financial Risk

An independent risk management assessment was undertaken by the City's external advisory as part of the tender evaluation process. The assessment concluded that BlueFit Pty Ltd possesses the financial capacity and stability required to meet all contractual obligations over

the term of the agreement. No concerns were identified in relation to liquidity, solvency, or the organisation's ability to resource the contract.

Performance Risk

The evaluation process identified no performance related risks associated with BlueFit. The tenderer has no history of disputes, claims, or performance failures, and reference checks confirmed a strong and reliable operating record.

Reference check feedback highlighted BlueFit's:

- Collaborative and partnership oriented approach
- Consistent delivery of high quality community recreation services
- Strong customer service culture
- Commitment to health and safety, and
- Alignment with the values and expectations of local government contract partners.

Referees consistently reported positive community outcomes and notes that BlueFit's organisational culture supports responsive and effective facility management.

Contractual and Operational Risk

BlueFit's proposed amendments to the Operator Agreement, that were submitted through the clarification process, were assessed as low risk and, in several areas, more favourable to the City. BlueFit has:

- Agreed to reinstate all contractual indemnities,
- Accepted the City's repair and maintenance standards for the AARC,
- Agreed to remove the limitation of liability clause, subject to final contract confirmation,
- Committed to meeting the City's required monthly and annual reporting timeframes, and
- Proposed only minor amendments assessed as low to moderate risk for the City.

Collectively, this strengthens the City's risk profile by ensuring clear accountability, consistent operational standards, and robust contractual protections.

Policy Implications

Tenders were invited in accordance with the requirements of the City's Purchasing Policy.

Financial Implications

BlueFit have proposed a risk share of 60% of loss below the performance benchmark and 40% above the performance benchmark. This is outlined in the Analysis of Price and Financial Report in **Confidential Attachment 1** and will be outlined in the Operator Agreement with BlueFit upon finalisation.

Voting Requirements

Simple Majority

Recommendation

That Council:-

1. **ACCEPTS** the tender submitted by BlueFit Pty Ltd for Tender No. 25140, for the Operator Alkimos and Recreation Centre, at an estimated contract sum of as per confidential attachment 1 over the five year period; and
2. **AUTHORISES** Administration to release the information contained in the confidential attachment 1 via the City's website after a formal letter of Tender Award is issued to the successful tenderer (as per item 1 above).

Attachments:

<i>This attachment is confidential and distributed under separate cover to all Council Members.</i>	
<i>Attachment 1 - 25140 Confidential Memo 1</i>	<i>Confidential</i>
<i>Attachment 2 - 25140 Confidential Memo 2</i>	<i>Confidential</i>

Community Facilities

SCP02-02/26 Facility Use Arrangements for the Alkimos Aquatic & Recreation Centre

File Ref:	51396 – 25/420879
Responsible Officer:	Director Community & Place
Attachments:	4
Previous Items:	CR03-03/24 - Alkimos Aquatic & Recreation Centre - Inclusion of Leased Community Organisation Space - Ordinary Council - 19 Mar 2024 6:00pm

Issue

To consider a proposed lease and facility hire arrangement between the Wanneroo Basketball Association (**WBA**) and the City for the Alkimos Aquatic & Recreation Centre (**AARC**), to support the growth of basketball in the local community.

Background

Wanneroo Basketball Association

The WBA is currently based at Arena Joondalup with leased office spaces and exclusive court usage.

The WBA's involvement in and activation of basketball is conducted in four main ways:

- operating a community level competition between seven clubs who are affiliated to their overall association;
- running various basketball development programs;
- participating in the Western Australian Basketball League (**WABL**) program which is the premier junior basketball competition for all age groups; and
- operating the Joondalup Wolves licence, which are men's and women's teams who play in the NBL1 competition (state senior basketball).

The WBA is one of 13 basketball associations in WA and has over 5,000 members.

The nearest similar basketball association is the Warwick Senators who are based at Warwick Leisure Centre.

The WBA uses 20 venues (approximately 50 courts) across both the Cities of Joondalup and Wanneroo for training and games, in addition to their facilities at HBF Arena.

Within Wanneroo, the WBA uses several school venues as well as Wanneroo Recreation Centre, Gumblossom Hall and Phil Renkin Centre (primarily for training, not competition).

WBA Proposal

City staff initially met with the WBA in 2022 to discuss the future growth of basketball within the City of Wanneroo, noting that the Alkimos Aquatic & Recreation Centre (**AARC**) was being planned at the time.

An outcome of those conversations was that the WBA would develop a business model/proposal to illustrate how the growing demand for basketball could be met within the

City of Wanneroo and including the eventual establishment of a new NBL1 team based in the City.

The WBA's business model/proposal (**Attachment 1** refers) was provided to the City in the second half of 2023 and was presented to the Alkimos Aquatic & Recreation Centre Project Working Group (**Working Group**) in January 2024.

The WBA proposal was the subject of a further report to the Working Group meeting on 7 March 2024, where it was resolved that the Working Group:

1. *RECOMMENDS to Council that it SUPPORTS the inclusion of additional office and storage space in the design of the Alkimos Aquatic and Recreation Centre as indicated in Attachment 2 to support the future activation of the Centre by sporting association(s);*
2. *RECOMMENDS to Council that it ALLOCATES an additional budget of \$930,300 as set out in the cost estimate included at Attachment 3; and*
3. *REQUESTS Administration continue to negotiate with the Wanneroo Basketball Association in relation to their future use of the Alkimos Aquatic and Recreation Centre and the Kingsway Indoor Stadium, and the terms of a potential Heads of Agreement.*

A further report was presented to the March 2024 Ordinary Council Meeting (CR03-03/24) as a confidential item. Council resolved:

That Council:-

1. *APPROVES the inclusion of additional office and storage space in the design of the Alkimos Aquatic and Recreation Centre as indicated in Attachment 2 to support the future activation of the Centre by community sporting association(s);*
2. *LISTS additional funding of \$930,000, as set out in the cost estimate included at Attachment 3; in 2025/26 Capital Works Program for the Alkimos Aquatic & Recreation Centre project from the Regional Recreation Reserve and*
3. *REQUESTS Administration continue to negotiate with the Wanneroo Basketball Association in relation to their future use of the Alkimos Aquatic and Recreation Centre and the Kingsway Indoor Stadium, and the terms of a potential Heads of Agreement (or similar documentation, subject to negotiation).*

Implementation of Council's resolution in March 2024

Items 1. and 2. of the above resolution have been actioned by Administration, with the office and storage space included in the construction of the AARC facility.

Item 3. of Council's resolution is the subject of this report.

The AARC is currently under construction and due for completion in late 2026.

The operational management of the AARC is still under consideration, following a tender being advertised in late 2025. Other than to note that the potential allocation of AARC access to the WBA was disclosed to tenderers, the operational management structure is not the subject of the current report.

Administration is satisfied that the operational management scenarios which may arise from the tender are compatible with the WBA's use of the AARC.

Detail

Heads of Agreement

Since Council's confidential decision in March 2024, Administration has met regularly with the WBA and a Heads of Agreement (**HOA**) was agreed and signed in July 2025 (**Attachment 2** refers).

The intention of focusing on the HOA as an initial stage in negotiations was to frame the parties' expectations for the more detailed stage of negotiating formal legal documents (which would be subject to Council approval).

The objectives of the HOA were:

- a) *establishing a long term sustainable co-operative relationship between CoW and WBA, including a business plan for the CoW and WBA to work cooperatively, in an exclusive capacity, towards the establishment of a Wanneroo based WABL and NBL1 Program, based out of the Venue;*
- b) *providing WBA with agreed access to designated areas of the Venue (including for peak period competition hours), whilst ensuring other sports, community purposes, and events have appropriate access to the Venue; and*
- c) *the WBA establishing an additional basketball competition within the City of Wanneroo.*

Proposed WBA usage terms

In meeting the objectives of the HOA and to facilitate WBA's delivery of programs to grow basketball in the northern region, Administration progressed in negotiations for the following arrangements with the WBA:

Item	Requirement
Proposed hours of usage	<p>Exclusive court hire usage for WBA negotiated as follows:</p> <ul style="list-style-type: none"> - Monday 3.30 – 5:30pm (2 courts) - Wednesday 3:30 – 9:30pm (4 courts) - Friday 3:30 – 9:30pm (4 courts) - Saturday 8am – 5pm (4 courts) <p>(The proposed access times are a reduction on what was indicated in the original WBA business proposal. The reason for this is that Administration has tried to balance the need to provide opportunities for the centre operator to run programs and for other formal sport groups to also have court access options.</p> <p>Reduced WBA access will support the venue operator in running its own community focused programs (whether for basketball or other sports) and may enable dedicated access times for other sporting groups.)</p>
Court usage	Exclusive use during the proposed usage times (above)
Hourly rate for WBA court usage - reduction of Fees	20% discount on club peak rate, equating to approximately \$39.60 (incl. GST) per hour (based on the City's current Schedule of Fees & Charges).

Item	Requirement
	<p>(The proposed court hire rate for WBA is a 20% discount off the 'Club Peak' rate as currently document in the City's Schedule of Fees & Charges. For example purposes, the current 'Club Peak' rate under the City's 2025/26 Schedule of Fees & Charges is \$49.50, and following the proposed discount the applicable rate would be \$39.60.)</p> <p>The Club Peak rate is a reduced rate from the Standard Peak court hire rate as it recognises the not-for-profit status of sports clubs and supports their operation to provide positive sport and recreation experiences for their members.</p> <p>The 20% discount off the Club Peak rate equates to \$39.60/court/hr (inc GST) based on the City's current fees and charges, for the WBA.</p> <p>The proposed reduced court rate recognises the volume of court hours WBA will bring to the facility and increase in revenue that balances against lost revenue opportunity for the facility operator if they were to run their own programs and social competitions.)</p>
Additional hours	Any additional hours of use would be through a booking arrangement with the operator of the facility and subject to availability.

NBL1 games at the AARC

To assist with the long-term vision of establishing a separate NBL1 franchise in the northern region, the City proposed that the WBA should host two NBL1 games at the AARC until such time the separate NBL1 franchise is created.

The WBA supported this in-principle but noted that hosting NBL1 regular season games at the AARC would result in a financial loss for the WBA, compared to hosting those games at their current venue, due to the reduced crowd capacity and extra logistical challenges required to set up for an NBL1 game.

Administration understands that the WBA's current NBL1 venue at Joondalup Arena has a seating capacity of 2,000, plus standing and corporate hospitality, which may increase the number marginally. Further information for context is provided in **Attachment 4 – Joondalup Set for New Heights at HBF Arena**.

There are smaller NBL1 teams which would play in-season.

On that basis, it was agreed that WBA would host two pre-season and/or non-official NBL1 games per year at the AARC. Through the proposed access arrangement, this will provide regular exposure of the local community to senior, top-level basketball at the AARC, thereby contributing to the growth of the sport which will assist the business case for a NBL1 to be based at the facility as its main 'home'.

Administration is also investigating whether in-season NBL1 games could be facilitated for hosting at the AARC, in addition to the out-of-season games. There is flexibility in the proposed legal agreement to support this growth, which is likely to require more investigation focused on the City providing additional facility support, such as via temporary seating.

Legal Agreement

Once Administration and WBA reached in-principle agreement on the proposed arrangements in the HOA and on the further access allocations (as above), this detail was added into a formal legal agreement.

Documentation remains under negotiation, with final documents yet to be agreed 'in principle.

However, negotiations have reached a stage where Administration does not anticipate changes to the following summary terms. For this reason, Administration is requesting Council's support for the Chief Executive Officer (or a nominee of the Chief Executive Officer) to progress to the finalisation and execution of the documents within the proposed terms.

Land	8 Koomool Drive, Alkimos (Crown land title to be created as part of the settlement of the City's acquisition of the land. Settlement is still pending as at the time of the current report.)
Licensee/Tenant	Wanneroo Basketball Association Inc. (ABN 86 371 367 364)

Document 1	Licence (incorporating operational Key Performance Indicators)
Facility access	WBA receives access to the following areas, linked to its agreed days and hours of use: a) Indoor sports courts; b) Sports changerooms.
WABL NBL1 games	During times allocated for WABL and NBL1 games, the WBA is entitled to : a) make such games a closed and ticketed event; b) charge a fee to spectators for ticketed entry; c) install a temporary ticketing booth in the main entry foyer of the facility (or another area agreed by the City); d) retain all revenue derived from the sale of tickets to spectators; WBA will be responsible for all audiovisual equipment, catering, food service, alcohol service, signage, traffic, security, marketing, cleaning and clearing the area, and any other activities required to prepare for and operate the area for WABL and NBL1 games.
Sponsorship	The City must not without the WBA's consent, enter into any third party signage, naming rights or sponsorship arrangements for the indoor sports courts where such third party signage, naming rights or sponsorship conflicts with the WBA's existing

Document 1	Licence (incorporating operational Key Performance Indicators)
	sponsorship arrangements as at the commencement of the Licence.
Growth of basketball	<p>WBA must allocate funding and operational resources to establish a junior basketball competition and WABL program within the City of Wanneroo that is based at the AARC.</p> <p>The City and WBA must act cooperatively to expand the WBA's junior basketball competition into additional basketball venues within the City of Wanneroo, with the long-term goal of developing a competition of a size and scale that will support a sustainable NBL1 program based within the City of Wanneroo in the future.</p> <p>WBA must report annually to the City, detailing all expenditure on its junior basketball competition and WABL program and total membership numbers.</p>
Stakeholder reference group	<p>WBA and the City will establish a reference group for the facility, incorporating City and WBA membership (together with a venue operator, if different from the City).</p> <p>The functions of the reference group will be:</p> <ol style="list-style-type: none"> a) facilitating strategic and other high-level communication about priority usage and community usage of the indoor sports courts and sports changerooms; b) facilitating the coordination of the booking and hire of the indoor sports courts and sports changerooms at times other than the allocation hours; c) developing a strategic plan for the establishment and delivery by the WBA of WABL and NBL1 programs, with the teams in these programs to play their homes games at the AARC; d) monitor and report on the WBA's performance against agreed KPIs; and e) develop and formulate planned performance and improvement activities to assist the WBA in delivering the WABL and NBL1 programs as soon as practicable during the term of the licence.
Key Performance Indicators	<p>In order to establish and NBL1 Team, the following indicators are required to enable WBA growth and to form milestones for contractual management.</p> <ol style="list-style-type: none"> a) Junior Enrolments: 2000 - 2,500 Junior enrolments required to sustain a men's domestic competition.

Document 1	Licence (incorporating operational Key Performance Indicators)
	<p>b) Court Capacity: Access to 25 courts to accommodate projected junior participation and enrolments.</p> <p>c) Growth and Development: Existing WBA sites near AARC would remain necessary to service the Wanneroo Wolves; approximately 21 additional courts would be required beyond AARC's capacity.</p> <p>d) Future sites: Additional venues (e.g. future Eglinton Recreation Centre) may be required for future exclusive use and to be considered.</p> <p>e) Storage:</p> <ul style="list-style-type: none"> i) Additional storage may be required to allow infrastructure for ongoing NBL1 Games at WBA standards; and ii) Approx. 4 sea containers of lighting and staging to cater for regular NBL1 game experience.
Early termination	The Licence and Lease will include provision for either party to end the arrangement early, by a prescribed notice period (anticipated to be 12 months). This is a 'termination by convenience' clause, meaning that termination does not need a formal default.
Other provisions	The Licence includes 'market standard' facility hire and access provisions, such as requiring the WBA to maintain public liability insurance relating to its use of the AARC.
Costs	Each party is responsible for its own documentation costs.
Business Plan and Reporting	WBA's KPIs include periodic reporting requirements, to address implementation of the objectives for the growth of basketball in the northern corridor.

Document 2	Lease (office and storage area)
Premises	Parts of the AARC identified in Attachment 3
Rent	\$1 per annum plus GST (peppercorn rental)
Term:	Seven (7) years, commencing on the Commencement Date.
Commencement Date	To be confirmed. Anticipated to be linked to the date of practical completion of the facility.
Option Term	Two (2) option terms, of seven (7) years in each case

Document 2	Lease (office and storage area)
Permitted Purpose	Storage of the WBA's property and equipment. Administration offices for a basketball club (including an NBL1 club), including offices and boardroom.
Rates & Taxes	WBA responsible for all rates (including Council rates and water rates), taxes, assessments and impositions, as approved for the Premises. Administration notes that local government rates have been exempted by the City for other similar tenancies and leased community facilities. This is a matter addressed and determined by Council under the City's annual budget process.
Outgoings	WBA responsible for all outgoings (not limited to) electricity, gas, water and telephone/broadband used in relation to the Premises whether billed directly or otherwise.
Building insurance	City responsibility, with an allocated portion recoverable from WBA
Public liability insurance	WBA responsibility – Minimum \$20 million
Other Insurance (including contents, public liability, plate glass and the like)	WBA responsibility
Premises condition	Premises supplied to WBA in a 'warm shell' format, including basic interior finishes and with services (including heating and air conditioning) installed. WBA will be responsible for installation of additional fitout and infrastructure for its use of the tenancy.
Maintenance	WBA responsible to maintain the Premises, with the exception of structural and capital items and fair wear and tear. Certain scheduled maintenance actions (such for the testing of fire and emergency systems) will be completed by the City. Where applicable a maintenance fee (to be confirmed) is anticipated to be payable by the WBA. This position is consistent with the City's Leasing Policy.
Premises cleaning	WBA responsibility
Structural maintenance	City responsibility
Signage	Signage on the facility will require the City's approval under the terms of the Lease and the Licence.

Document 2	Lease (office and storage area)
	Administration anticipates that the external façade of the facility will include signage identifying WBA.
Bond	To be confirmed. Based on similar tenancies, Administration anticipates receiving a bond or bank guarantee in the region of \$5,000 to \$10,000.
Subletting and other use	Not permitted without the City's consent.

The documentation will be subject to consent from the Minister for Lands, as required under Section 18 of the *Land Administration Act 1997* (WA). This consent will be requested once the documentation reaches an 'in principle' agreement stage.

Future implementation

As part of the ongoing discussions with WBA it has been identified that certain milestones should be added to the Licence and Lease with the intention of creating a sustainable NBL1 team.

An example of this from initial discussions could look like the below:

Timing	Activity
2027	Establishment of Junior Domestic Competition
2028*	Delivery of pre and post season WABL/NBL1 exhibition games
2029	Execute similar usage agreement for Eglington Recreation Centre (subject to approvals)
2030*	Establishment of WBA Men's WABL Domestic League
2031	Formation of an NBL1 Team utilising court space provided by AARC, Eglington Recreation Centre and nearby school/community courts

**Administration to report back to council members every 2 years on outlined key milestones or as required.*

Feedback from WBA advised immediate NBL1 team viability is not feasible as the 4 courts available at AARC are unlikely to be able to support growth of a WABL competition and an NBL1 franchise without additional courts and/or a larger stadium venue.

WBA has advised that to establish an NBL1 franchise, membership of 2,500 juniors playing in domestic competitions is required which then feed into a WABL program. The court hours provided under the proposed arrangements at the AARC will only support a membership of approx. 900.

The Eglington Indoor Recreation Centre is also due in the next 5 – 8 years however likely to only add 2-4 courts. Court access will need to be balanced by basketball and other community sports and activities.

It is expected another large aquatic/leisure centre facility proposed for Yanchep in 10 – 20 years, it may be practical to look at this facility as a possible venue for the future NBL1 franchise, and plan accordingly to have an 8 court plus stadium facility.

Consultation

WBA

City staff have worked closely with senior members of the WBA to negotiate the proposed access arrangement and KPIs.

Industry review - Basketball

Administration has contacted Western Australia's peak corporate body for Basketball in Western Australia, Basketball WA (**BWA**) as part of its due diligence to ensure certainty around general Basketball Clubs requirements through Western Australia, enrolments needed to support an NBL 1 club and its expectations.

While it is acknowledged that WBA have been proactive in approaching the City to discuss their future facility requirements, it is important to consider the requirements of other sports who are well represented in terms of community participation in the northern corridor.

Industry review – Other sports and potential user groups

During the initial community engagement phase for the AARC facility, community members were asked to indicate their preference for indoor sports. Of those that responded, there was an even split between soccer, netball and basketball along with a smaller number of other sports (including badminton, gymnastics, volleyball and martial arts).

Based on this feedback, Administration sought previously sought feedback from relevant State Sporting Associations to understand the impacts and opportunities that the AARC would have on the growth of their sport.

The feedback received from these organisations is outlined below:

Netball WA

- Netball is the highest female participation team sport both nationally and in Western Australia. Netball WA the governing body for Netball in WA has over 230,000 members and participants engaging in the sport annually.
- The proposed AARC aligns with the Play and Grow pillars of the Netball WA 2023 -2025 Strategic Plan and will also strongly align with the Netball WA 2023 -2033 Strategic Facilities Plan currently in development.
- The Northern Suburbs are identified as a high growth area for the sport and the AARC proposal would see a growing Netball membership base have access to a facility that allows them to participate in an indoor environment instead of outdoor courts.
- NWA would see Alkimos and the AARC play a significant role in developing the northern corridor's next Tier 1 Association.

Volleyball WA

A facility like AARC would help immensely to grow the sport. VWA is also interested in establishing more programs (including kids, juniors, and adaptive volley) in the northern suburbs and is always looking for state team training locations.

Football West

- Football West will have a large involvement of the growth of Futsal (indoor football/soccer) through clubs and leagues.
- The sport is also growing nationally and globally with established pathways from local level to FIFA Futsal World Cup's in Men's and Women's.
- A high-quality facility like the AARC would enable the growth of futsal in the northern suburbs.

Kung-Fu WA

A facility such as the AARC would be able to support the growth of Kung-Fu, as a lack of available venues has always been a challenge.

As noted by the feedback, there are potential opportunities with other organisations that can be explored outside of the hours allocated to the WBA.

Comment

Administration recommends the access arrangement described in the current report as providing a strong opportunity to activate the AARC and further support the development of basketball in the northern corridor.

KPIs and the implementation by the WBA remains an ongoing task, and will be informed by the provision of future sporting facilities in the corridor (such as in Eglinton and Yanchep). In isolation, the AARC will struggle to address expected demand for basketball and other sports, which would in turn constrain the growth required to sustain a financially viable NBL1 level program.

To monitor the implementation progress with the WBA, including the ongoing performance of the KPIs, the growth towards a NBL1 level program and development of a business case to Basketball WA, Administration will report to Council Members periodically (including via Briefing Note) during the lease and licence term .

Statutory Compliance

The proposed lease to WBA is an exempt disposition of property under regulation 30 of the *Local Government (Functions and General) Regulations 1996 (WA)*, and accordingly a local public notice under section 3.58(3) of the Act does not apply.

Strategic Implications

The proposal aligns with the following objective within the Council Plan 2025 – 2035:

4 ~ A Connected and Liveable City

4.1 - Create welcoming community spaces

Risk Appetite Statement

In pursuit of strategic objective goal 4, we will accept a Medium level of risk, extended to High in the areas of Community / Reputation & Financial / Commercial impacts. Shifting transport modes and usage in the City may require short term pain for longer term gain as the City supports the development, maintenance and connection of alternatives to car use (e.g. cycle ways) and the supporting infrastructure.

Risk Management Considerations

Risk Title	Risk Rating
ST-S23 Stakeholder Relationships	Medium
Accountability	Action Planning Option
Chief Executive Officer	Manage

Risk Title	Risk Rating
ST-S24 Strategic Asset Management	Medium
Accountability	Action Planning Option
Director Assets	Manage

Risk Title	Risk Rating
CO-O08 Contract Management	Low
Accountability	Action Planning Option
Director Corporate Strategy & Performance	Manage

The above risks relating to the issue contained within this report have been identified and considered within the City's Strategic and Corporate risk registers. Action plans have been developed to manage these risks to support existing management systems.

Policy Implications

Leasing Policy

WBA is classified as a Category 6 (Sporting or Recreational) organisation under the City's Leasing Policy.

The proposed new lease and licence have been negotiated in accordance with the City's Leasing Policy.

The duration of the lease and licence (inclusive of options, being more than 10 years) means that the documentation cannot be executed under any current delegation or authorisation by Council and instead requires a formal Council approval.

Financial Implications

Budget implications based on arrangement outlined in the current report:

*AARC Indoor Sports Courts					
	Year 1	Year 2	Year 3	Year 4	Year 5
Sports Court Est Profit without WBA Agreement	-\$49,519	\$210,941	\$213,371	\$329,487	\$442,819
Sports Court Est Profit with WBA Agreement	\$15,543	\$289,470	\$347,925	\$388,673	\$482,318

**Table includes all Sport Courts related income and general court staff related expenses, does not include general administrative costs/management etc.*

Voting Requirements

Simple Majority

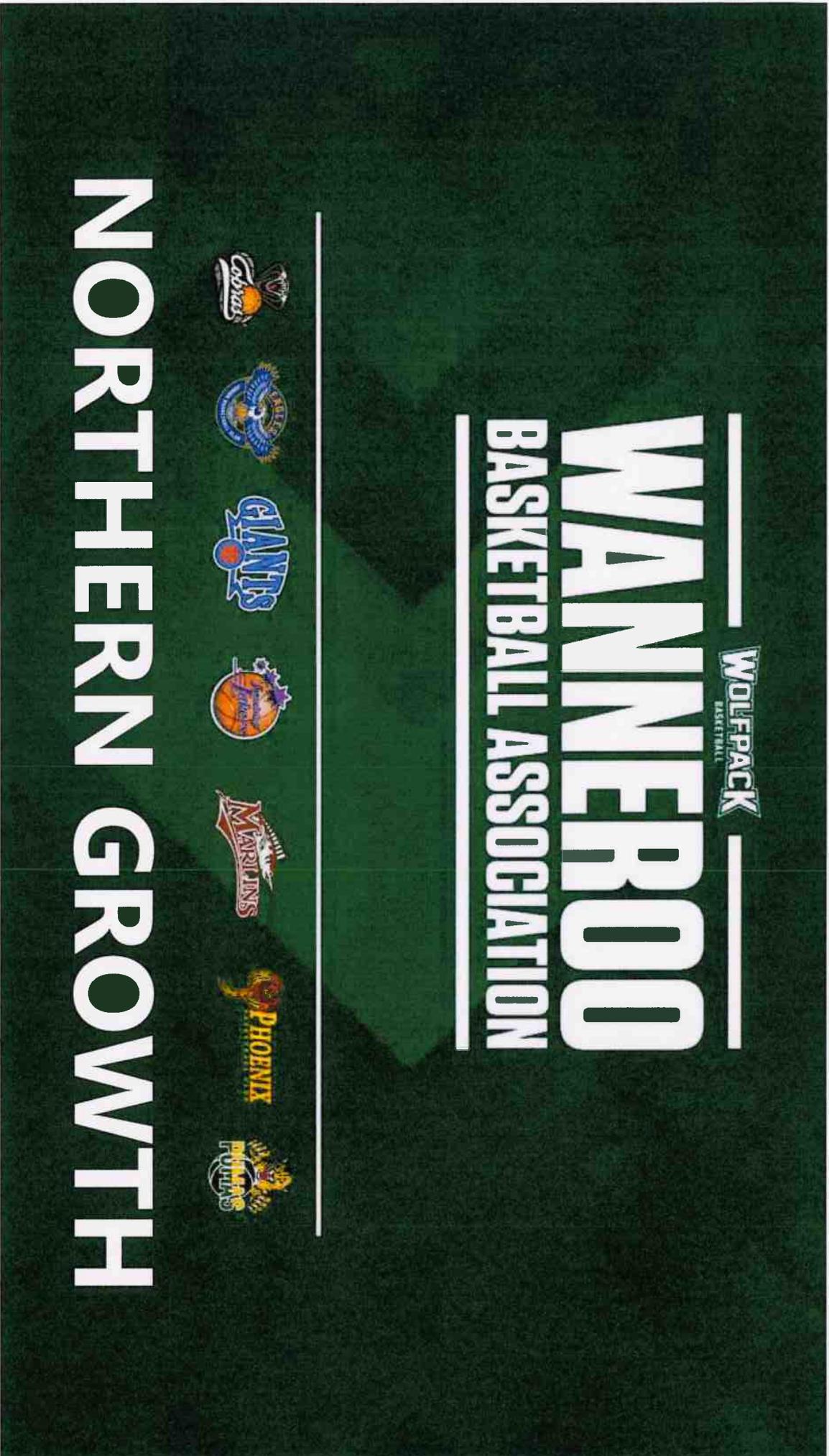
Recommendation

That Council:-

1. **APPROVES** a lease and licence of part of the Alkimos Aquatic and Recreation Centre, Koomool Drive, Alkimos to the Wanneroo Basketball Association Inc. for a term of seven years (together with two option terms of seven years in each case) in accordance with the essential terms described in the Administration report and incorporating nominated Key Performance Indicators;
2. **AUTHORISES:**
 - a) the Chief Executive Officer (or a nominee of the Chief Executive Officer) to negotiate terms, execute all documentation and comply with all applicable legislation as is required to effect Item 1. above, subject also to the consent from the Minister for Lands as required under Section 18 of the *Land Administration Act 1997 (WA)*; and
 - b) the affixing of the Common Seal of the City of Wanneroo to the lease and licence in accordance with the City's Execution of Documents Policy;
3. **ENDORSES** the City of Wanneroo and the Wanneroo Basketball Association Inc. collaborating to:
 - a) implement a dedicated Western Australian Basketball League program at junior and senior level operating from the Alkimos Aquatic and Recreation Centre with a distinct Alkimos identity; and
 - b) develop a business case and submission to Basketball WA for the establishment of a NBL1 (WA) franchise for Alkimos and the surrounding locality.

Attachments:

- | | | |
|-------------------|---|---------------|
| 1 | Attachment 1 - Wanneroo Basketball Association - Northern Growth Presentation | 25/5228 |
| 2 | Attachment 2 - Heads of Agreement - Wanneroo Basketball Association (WBA) | 24/430700[v9] |
| 3 | Attachment 3 - AARC Plans - WBA Proposed Lease Areas | 25/451621 |
| 4 | Attachment 4 - Joondalup Set for New Heights at HBF Arena - Seating Capacity | 26/16753 |

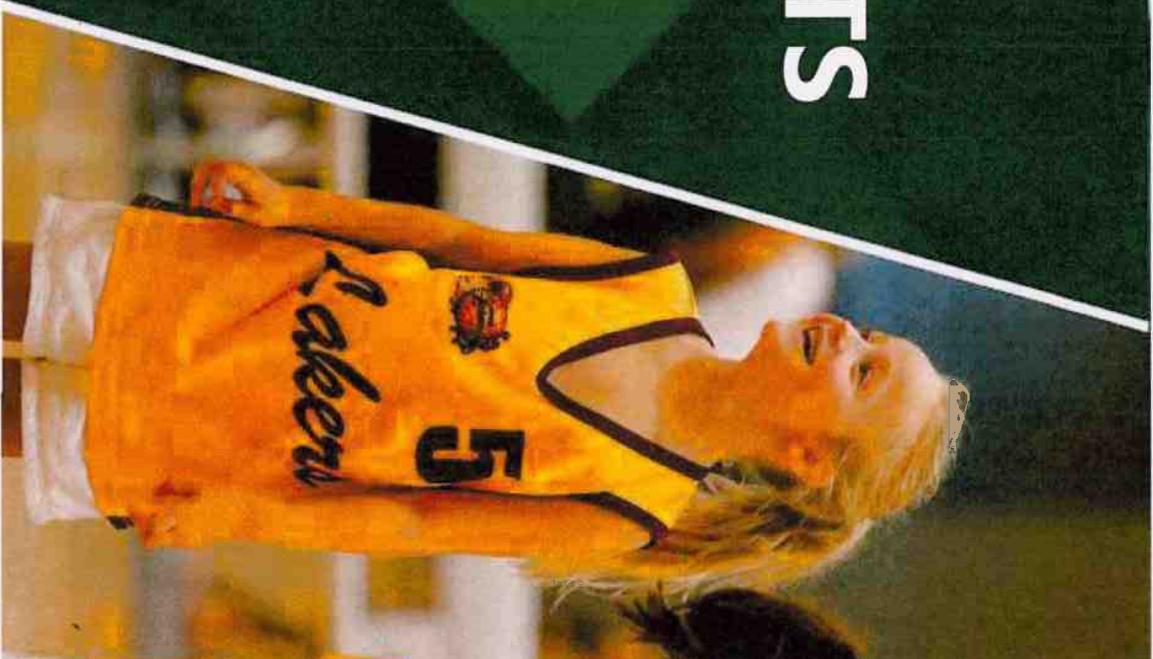






CURRENT CONSTRAINTS

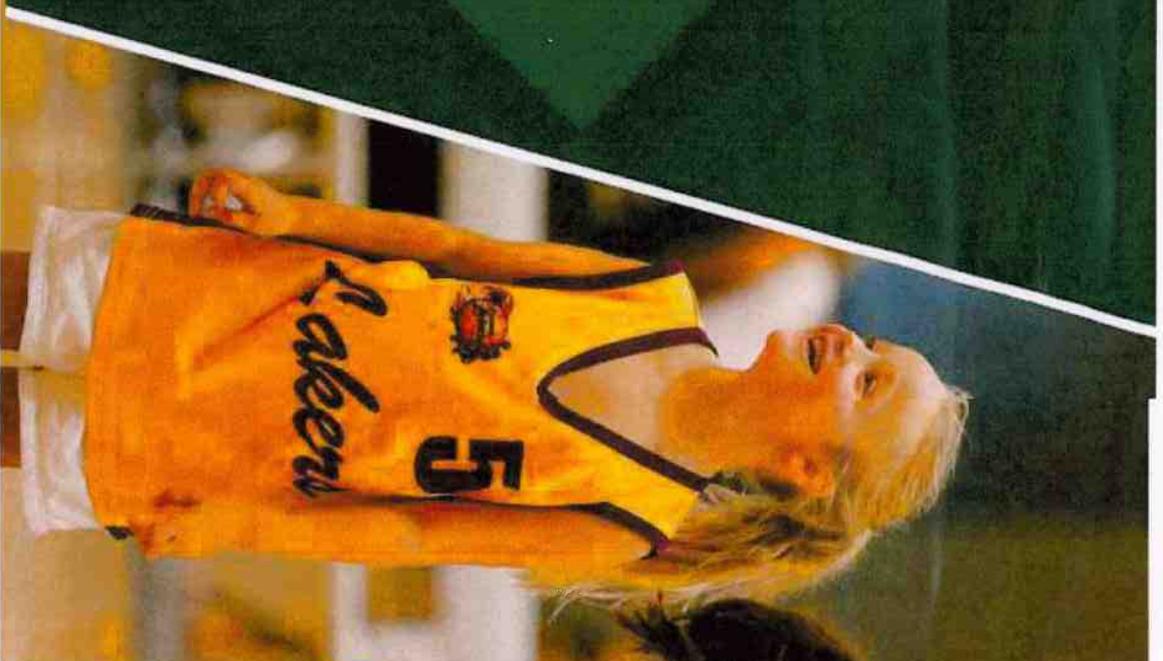
- The City of Wanneroo does not have:
 - Any 4 court + basketball facilities within its LGA
 - An NBL1 Compliant Venue
- To obtain an NBL1 License Requires:
 - A domestic competition
 - An active WABL program
- An ability to fund and administer the program on an ongoing basis





JOINT OBJECTIVE

- Activate Alkimos ARC from day 1
- Provide northern coastal growth corridor residents with access to high quality recreation opportunities
- Establish an NBL1 team for the City of Wanneroo

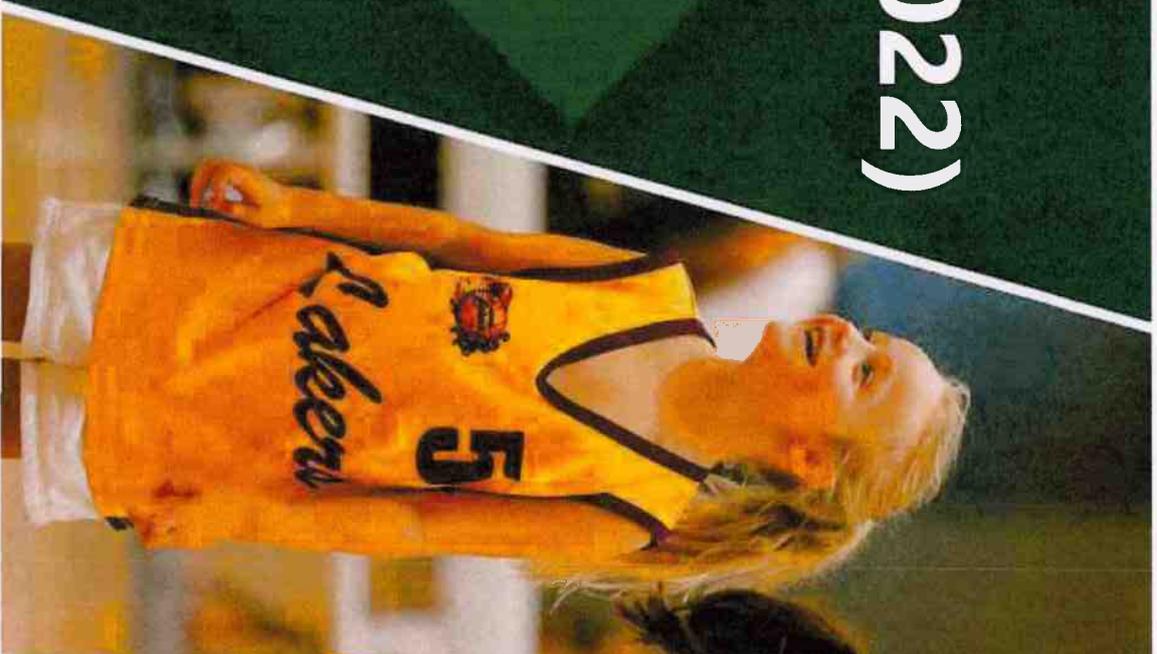




OUR COMPETITIONS (2022)

Facility	Courts	Hours (per week)
HBF Arena	7	154
Craigie Leisure Centre	4	24
Mater Dei College	2	22
Peter Moyes Anglican School	2	16
St Stephens School	2	12
Irene McCormack College	2	8
Lake Joondalup Baptist College	2	4

Facilities = 7 Courts = 21 Hours = 241
 (Per Week)

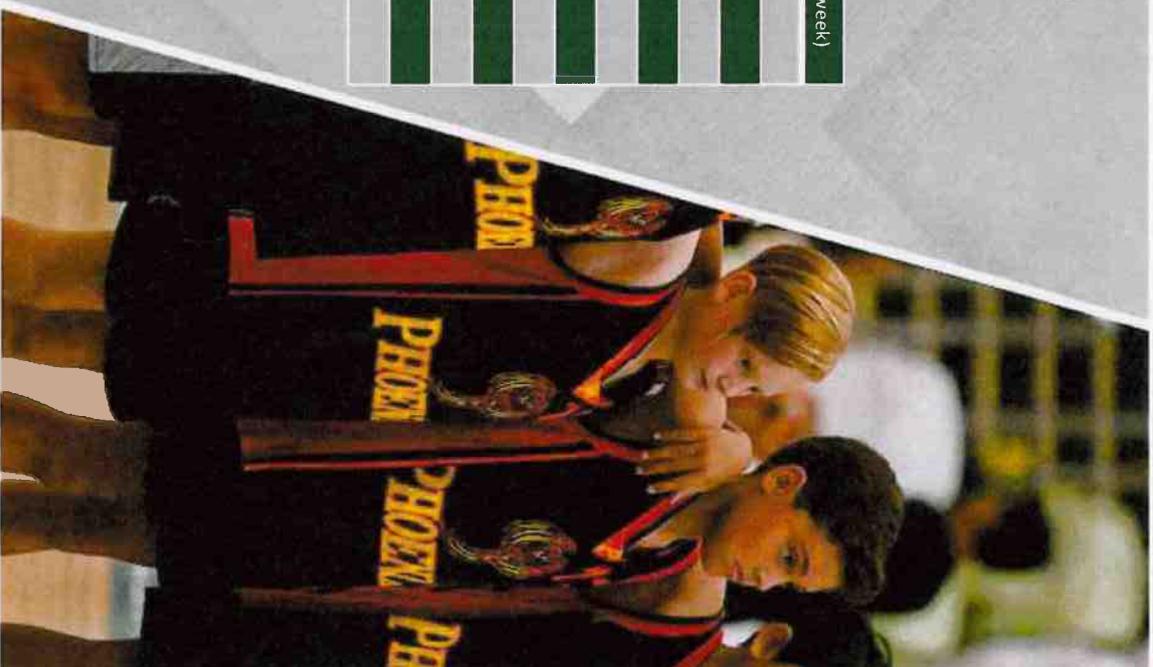




OUR FACILITIES - Training

Facility	Courts	Hours (per week)	Facility	Courts	Hours (per week)
HBF Arena	7	85	Lake Joondalup Baptist College	2	21
Craigie Leisure Centre	4	24	Kingsway Indoor Stadium	1	4
ECU	4	20	Wanneroo Recreation Centre	1	8
Duncraig Leisure Centre	3	10	Heathridge Recreation Centre	1	6
Bouncers Sports Centre	3	8	Woodvale High School	1	9
Peter Moyes Anglican School	2	32	Ocean Reef High School	1	7
St Stephens School	2	6	Seventh Day Adventist Church	1	4
Mater Dei College	2	30	St Marks Anglican School	1	9
Irene McCormack College	2	14	Gunn Blossom Hall	1	4
Butler High School	2	12	Phil Renkin Centre	1	2
Sacred Heart College	2	8	Mindarie Senior College	1	9

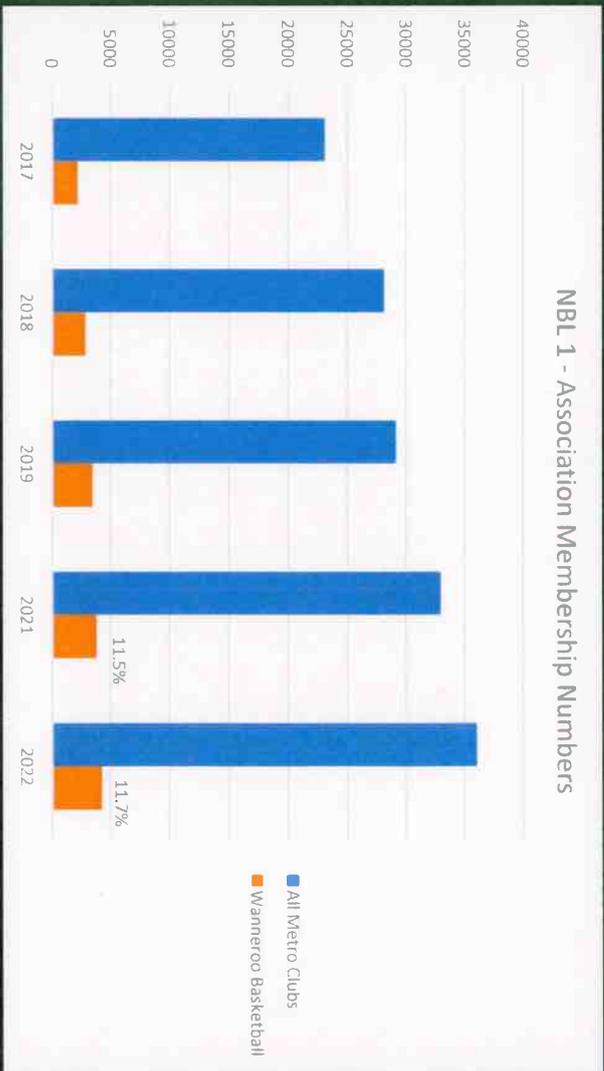
Facilities = 22 Courts = 45 Hours = 332
 (Per Week)





NBL1 Programs

- WBA – 4,223 registered members
- Average remaining clubs – 3,186 members





Alkimos ARC Standalone Scenario

- Assume all 4 courts – all year
- Friday 5pm – 9pm
- Saturday 8am – 5pm
- Midweek covers WABL training etc
= c. 900 members

- Minimum Net NBL1 Program Cost = \$120,000
- Minimum Admin Staffing = \$160,000

\$280,000

\$311 per player

\$7 per week

before court hire, referee cost, games manager, etc

Anticipate 2,000 – 2,500 players required before being able to sustainably run a base level NBL1 team





Proposed Approach

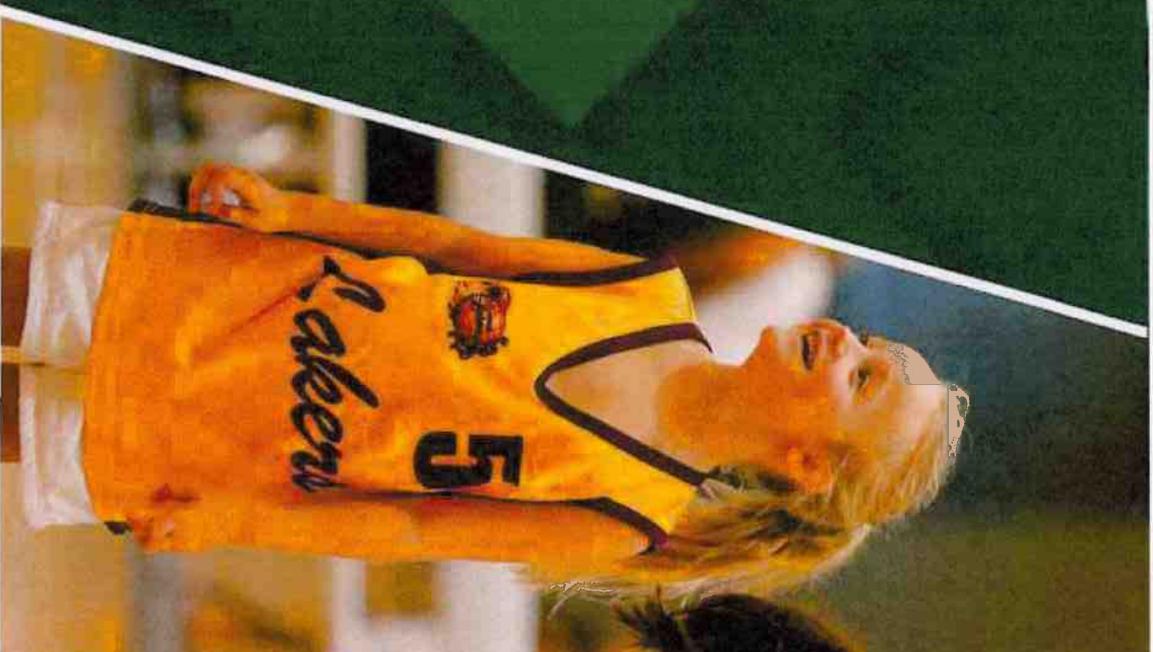
- Management of a high quality basketball competition at the Alkimos ARC
- Establishment of a Wanneroo team in WABL – commencing at the under 12 age group, and growing in age groups each year
- Activation of Alkimos ARC - Hosting of an NBL1 game and pre season at the Centre each season
- Establishment of a suite of daytime community programs from the stadium to support the local community for the purpose of community development, including:
 - Aussie Hoops (5-8 year olds)
 - Wolfpack Cubs / mums and bubs programs
 - Walking Basketball
 - 3x3 Hustle
 - Ball 4 All - All Abilities Program
- Pursuit of an NBL1 License as soon as the critical mass is secured & NBL1 requirements are achieved





WBA Commitment

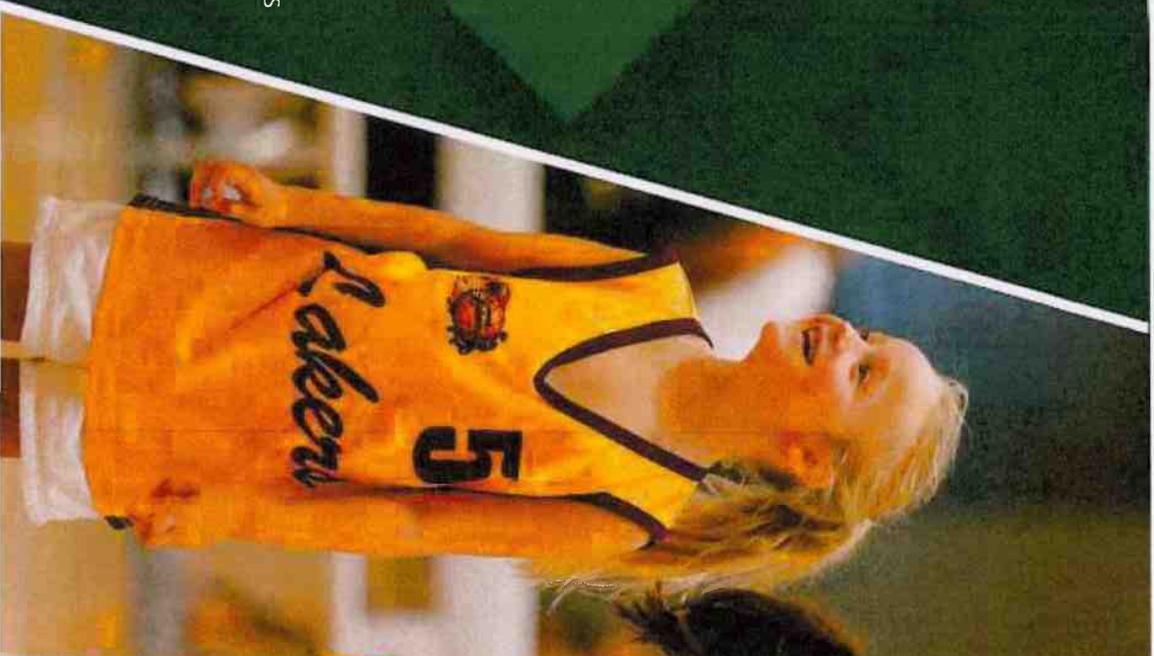
- To partner with the City of Wanneroo to achieve the joint objective
- To commit the necessary financial and operational resources

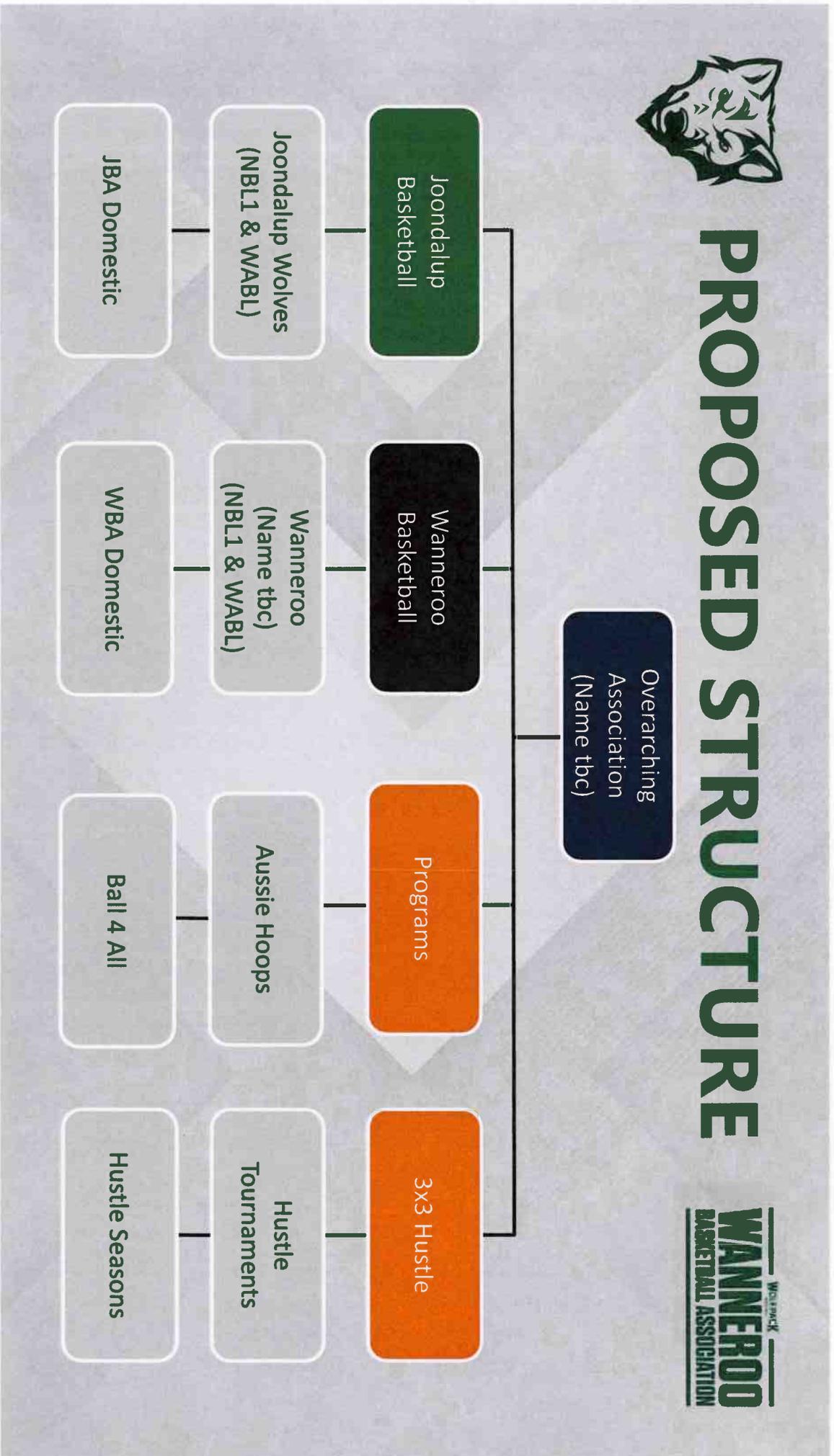




CoW Commitment

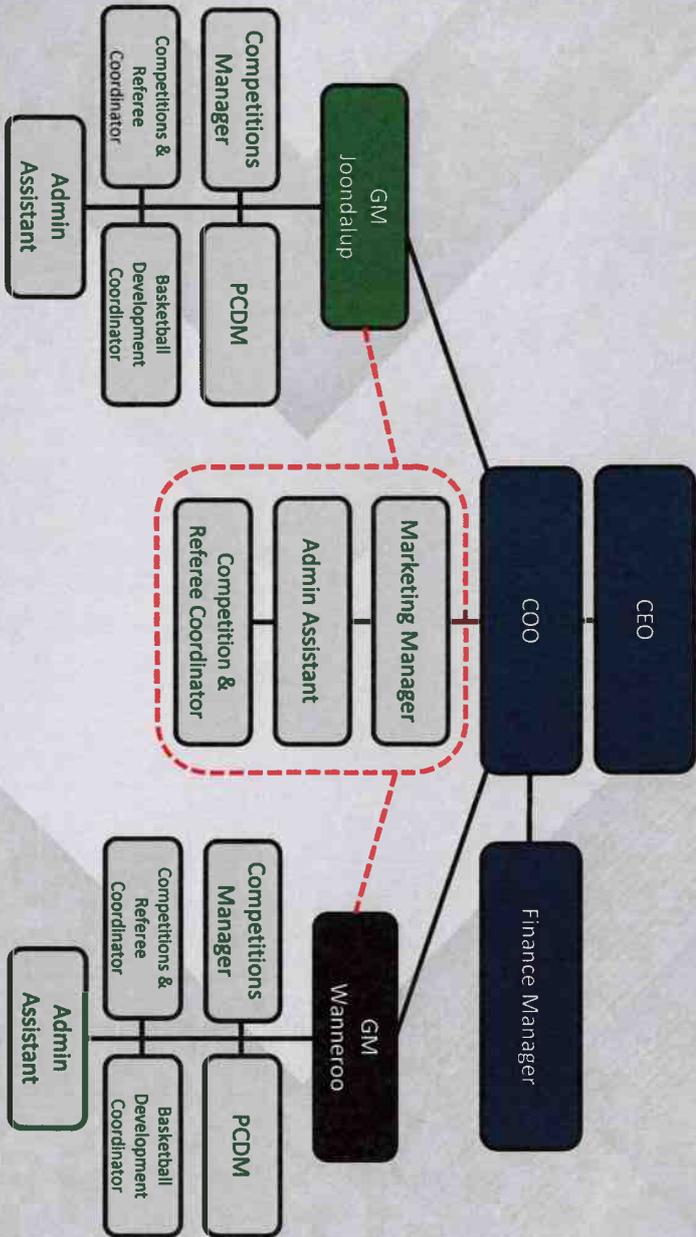
- To upgrade Kingsway Indoor Stadium so that all 4 courts:
 - Have wall/roof mounted basketball hoops
 - Basketball linemarkings
 - Scoreboards and shot clocks (to enable WABL participation)
- Alkimos ARC
 - WBA to be a member of the design review immediately
 - Stadium design to be NBL1 compliant
- Heads of Agreement to be negotiated in relation to court access, hire rate and leases for storage and office space







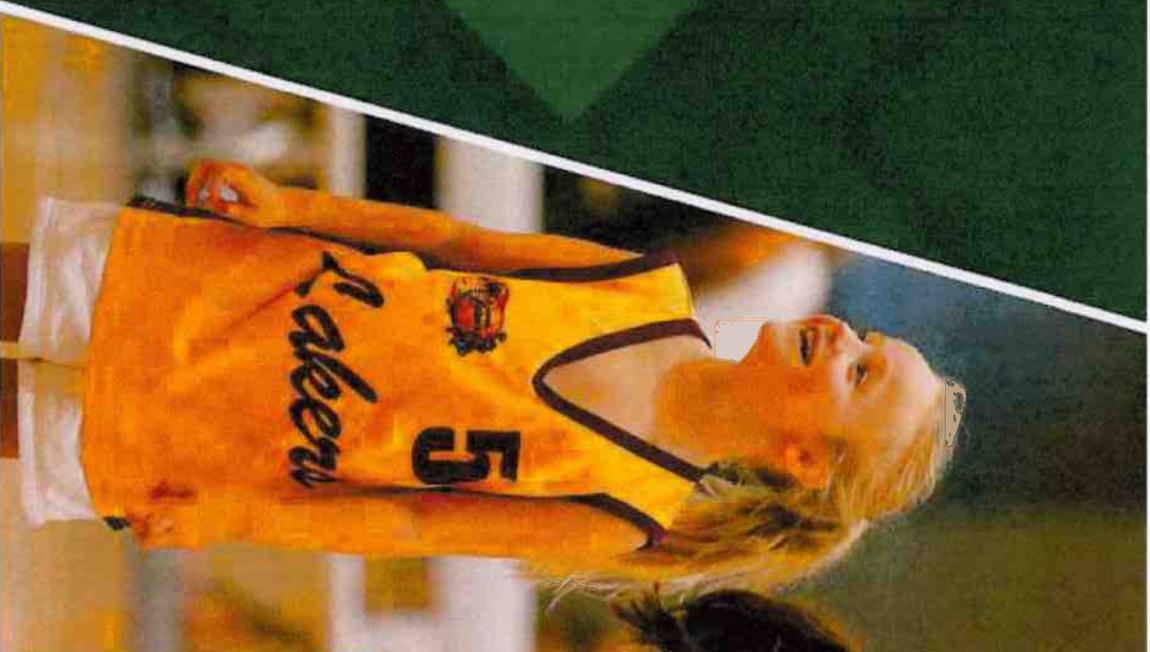
PROPOSED STRUCTURE

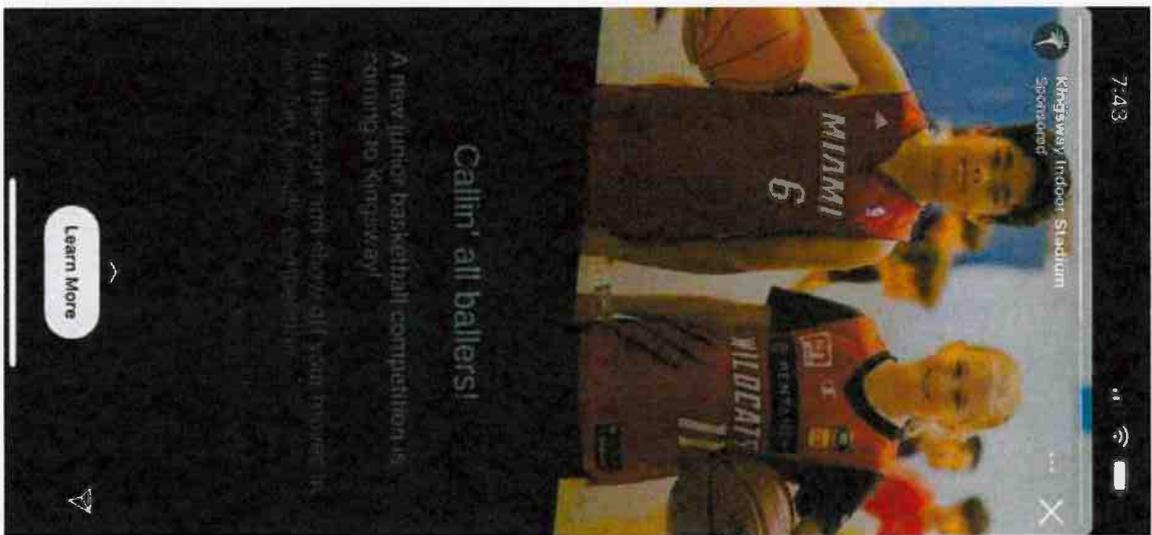




FACILITIES REQUIRED

Facility	Courts	Hours (per week)
CITY OF WANNEROO BRING ONLINE - 2024		
KINGSWAY REC CENTRE	4	TBC
CITY OF WANNEROO BRING ONLINE – ASAP		
ALKIMOS AQUATIC	4	TBC
EGLINTON IRC	3	TBC







VENUE REQUIREMENT - KINGSWAY

- A License to utilise the courts as a priority tenant for:
 - One weeknight
 - Friday evenings (Junior domestic)
 - Saturdays (Junior domestic)
 - Plus other non-exclusive days and times as booked from time to time
- A commitment to a operationally and financially sustainable License Arrangement – consistent with approach at HBF Arena (c. \$30.00/hour).
- The installation of court markings, hoops and scoreboards that are suitable for competition





VENUE REQUIREMENT - AARC

- A license to utilise the courts as a priority tenant for:
 - Mondays 6.30-9.30
 - Wednesdays 3-9.30pm
 - Fridays 3-9.30pm (junior domestic)
 - Saturday 8-5 (junior domestic)
 - Plus other non-exclusive days and times as booked from time to time
- A commitment to a operationally and financially sustainable License Arrangement – consistent with approach at HBF Arena (c. \$30.00/hour).
- Membership of a stakeholder reference group which actively participates in the design of the facility.
- A lease over office and storage space to support operations at the facility.





Wanneroo Basketball Association Inc.

www.wolfpackbasketball.com.au



**Heads of Agreement
between
Wanneroo Basketball Association
and
City of Wanneroo**

Version Control

Version No	Date	By	Summary
0.1	30.08.2023	R Hunter	Draft for Discussion
0.2	06.10.2024	R Hunter	Draft Review & Update for Discussion
0.3	11.04.25	CoW	Review draft (subject to legal review)
0.4			
0.5	01.05.25	CoW	Minor additional edits
0.6	30.06.25	CoW	Clean execution version (pdf)
0.7			
0.8			
0.9			
0.10			

1. Parties	Wanneroo Basketball Association ABN 86 371 367 364 (“ WBA ”) AND City of Wanneroo (“ CoW ”) Individually a “ Party ” and together the “ Parties ”.
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2. Dated	23 July 2025
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3. Purpose	<p>This Heads of Agreement (“HoA”) provides a non-binding summary of the agreed objectives, principles and framework for the Parties to develop an operating and access agreement (“Agreement”) between the Parties for the WBA to be provided with priority access to utilise the Alkimos Aquatic & Recreation Centre (“Venue”) and to achieve the following objectives (“Objectives”):</p> <ul style="list-style-type: none"> a) establishing a long term sustainable co-operative relationship between CoW and WBA, including a business plan for the CoW and WBA to work cooperatively, in an exclusive capacity, towards the establishment of a Wanneroo based WABL and NBL1 Program, based out of the Venue; b) providing WBA with agreed access to designated areas of the Venue (including for peak period competition hours), whilst ensuring other sports, community purposes, and events have appropriate access to the Venue; and c) the WBA establishing an additional basketball competition within the City of Wanneroo.
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4. Agreement	<p>The Parties have agreed in principle that the Agreement will provide a clear operation and user structure with delineated responsibilities to achieve the Objectives.</p> <p>The Agreement will contain provisions which:</p>
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-
- a) are reasonably required by the Parties;
 - b) the incorporate the considerations described in Schedule 1; and
 - c) will include the following material items:
 - i) court hire rates;
 - ii) WBA's access to the Venue from an agreed commencement date; and
 - iii) the Venue being developed as a NBL1 compliant facility.
-

5. Nature of this Heads of Agreement

- a) This HoA is not legally binding on the Parties and does not create any rights or obligations in respect of the proposed operation and user arrangements of the Venue or the terms of the Agreement, with the exception of Clause 7 (Confidentiality and announcements) which is intended to bind the Parties and survive any termination of this HoA.
-

6. Term

- a) The Parties agree to work together to develop a binding Agreement between the Parties for the use of the Venue to be executed within six (6) months from the execution of this HoA.
 - b) Unless this HoA is expressly extended in writing by agreement of both Parties, this HoA will expire and be at an end (except in respect of Clause 7 (Confidentiality and announcements) within six (6) months from the execution of this HoA without the requirement for notice by either Party.
-

7. Confidentiality and announcements

Each Party acknowledges and agrees that:

- a) The Parties executed a Confidentiality Agreement dated 8 October 2024;
 - b) This HoA will be subject to the terms of that Confidentiality Agreement unless expressly stated to the contrary; and
 - c) Subject to clause 7b) and c), each Party will not make any announcements, public or private as to the existence and contents of this HoA unless agreed in writing by both Parties.
-

8. Governing Law

The governing law of Western Australia will prevail.

9. Notices

Any notice or other communication including, but not limited to, any request, demand, consent or approval, to or by a Party must comply with this clause.

All notices must be in legible writing and in English addressed as shown below or as otherwise specified by a Party by notice.

City of Wanneroo

Chief Executive Officer

23 Dundobar Road

WANNEROO WA 6065

Ph: 08 9405 5000

Email: ceoenquiries@wanneroo.wa.gov.au

Wanneroo Basketball Association

Andrew Summerville

CEO

Wanneroo Basketball Association

PO Box 212

JOONDALUP WA 6919

Ph: 9300 1325

Email: welcome@wolves.asn.au

Signed by the Parties

EXECUTED for and on behalf of the **City of Wanneroo**
pursuant to section 9.49A(4) of the *Local Government Act*
1995 and delegated authority:



(Signature)

NAME: William Parker

DESIGNATION: CEO

DIRECTORATE: CEO

Date..... 22.07.2025.....

The Common Seal of)
Wanneroo Basketball Association)
(Inc.) ABN 86 371 367 364
was affixed hereto and in accordance
with its constitution:

.....

.....

Name:

Name:

President

Director

Date.....

Date.....

SCHEDULE 1 – AGREEMENT CONSIDERATIONS

Item	Description
1. Term	The Agreement will be for an initial term of seven (7) years with two (2) further options to extend by a further seven (7) years for each option.
2. Guiding principles	The Parties are committed to the pursuit of the objectives that both Parties benefit through the increased community basketball participation that will result from WBA delivering programs at the Venue.
3. Services and design	<p>WBA has identified a number of design elements and functional spaces that will support the delivery of the Objectives of this Partnership.</p> <p>Parties recognise that opportunities to explore specific design outcomes requested by the WBA will be provided.</p>
4. Site access (lease and licence)	<p>The Agreement will incorporate a Licence to WBA for the operational use of the Venue for the performance of its obligations and exercise of its rights under the Agreement.</p> <p>The Licence will address operational elements to achieve the objectives in Clause 3 – Purpose such as:</p> <ul style="list-style-type: none"> a) Priority rules of use – to protect WBA’s ability to deliver programs and events; b) Court hire fee – an agreed discounted rate to the City’s standard community rate for court hire under its adopted fees and charges, reflective of WBA’s utilisation of the Venue; c) Signage – approval for WBA to display corporate sponsorship signage within agreed parameters; d) Liquor Licence – approval for WBA to hold an appropriate liquor licence for specific occasions and events; e) Catering – approval for WBA to utilise their own catering supplier for WBA specific events and occasions; f) Ticketing – approval for WBA to provide its own box office ticketing for events held at the venue; and g) Other – other operational items as agreed between the City and the WBA. <p>The licence fee will be \$1 plus GST. If demanded, paid annually in advance of the commencement date of the Agreement (Commencement Date).</p> <p>Any office accommodation or storage areas used by the WBA within the Venue will be subject to a separate Lease.</p> <p>Any leased area will be the subject of a maintenance fee in accordance with the City’s Leasing Policy.</p>

<p>5. Venue management</p>	<p>An Operational Committee will be established in accordance with the Licence.</p> <p>Each Party will consult in respect to any new booking system to be implemented by City.</p> <p>WBA will, unless otherwise arranged, host and manage their own Events. As such WBA is able to leverage off a strong volunteer workforce to obtain an optimum financial outcome.</p>
<p>6. Basketball development</p>	<p>WBA allocating the necessary financial and operational resources to seek to establish a Wanneroo based junior basketball competition and WABL Program, based out of the Venue.</p> <p>WBA working in partnership with the City to expand the junior basketball competition into additional future venues that are developed within the City, to enable the competition to have the size and scale that will sustainably support the operations of a future NBL1 program</p>
<p>7. Business development</p>	<p>A Strategic Plan will be jointly developed by CoW and WBA for the purpose of establishing a new WABL program and NBL1 Program, which will play out of the Alkimos Venue.</p> <p>The Strategic Plan will demonstrate the governance framework that will be initiated to enable WBA to ultimately operate two NBL1 programs in the northern corridor.</p>

Wanneroo Basketball Association counterpart

**Heads of Agreement
between
Wanneroo Basketball Association
and
City of Wanneroo**

Version Control

Version No	Date	By	Summary
0.1	30.08.2023	R Hunter	Draft for Discussion
0.2	06.10.2024	R Hunter	Draft Review & Update for Discussion
0.3	11.04.25	CoW	Review draft (subject to legal review)
0.4			
0.5	01.05.25	CoW	Minor additional edits
0.6	30.06.25	CoW	Clean execution version (pdf)
0.7			
0.8			
0.9			
0.10			

-
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AND
City of Wanneroo (“**CoW**”)
Individually a “**Party**” and together the “**Parties**”.
-
- 2. Dated** 23 July 2025
-
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Chief Executive Officer

23 Dundobar Road

WANNEROO WA 6065

Ph: 08 9405 5000

Email: ceoenquiries@wanneroo.wa.gov.au

Wanneroo Basketball Association

Andrew Summerville

CEO

Wanneroo Basketball Association

PO Box 212

JOONDALUP WA 6919

Ph: 9300 1325

Email: welcome@wolves.asn.au

Signed by the Parties

EXECUTED for and on behalf of the **City of Wanneroo**
pursuant to section 9.49A(4) of the *Local Government Act*
1995 and delegated authority:

(Signature)

NAME: _____

DESIGNATION: _____

DIRECTORATE: _____

Date.....

The Common Seal of)
Wanneroo Basketball Association)
(Inc.) ABN 86 371 367 364
was affixed hereto and in accordance
with its constitution:



.....
Name: Ryan Hunter.....

President

Date 22/07/2025.....



.....
Name: Glen Simpson.....

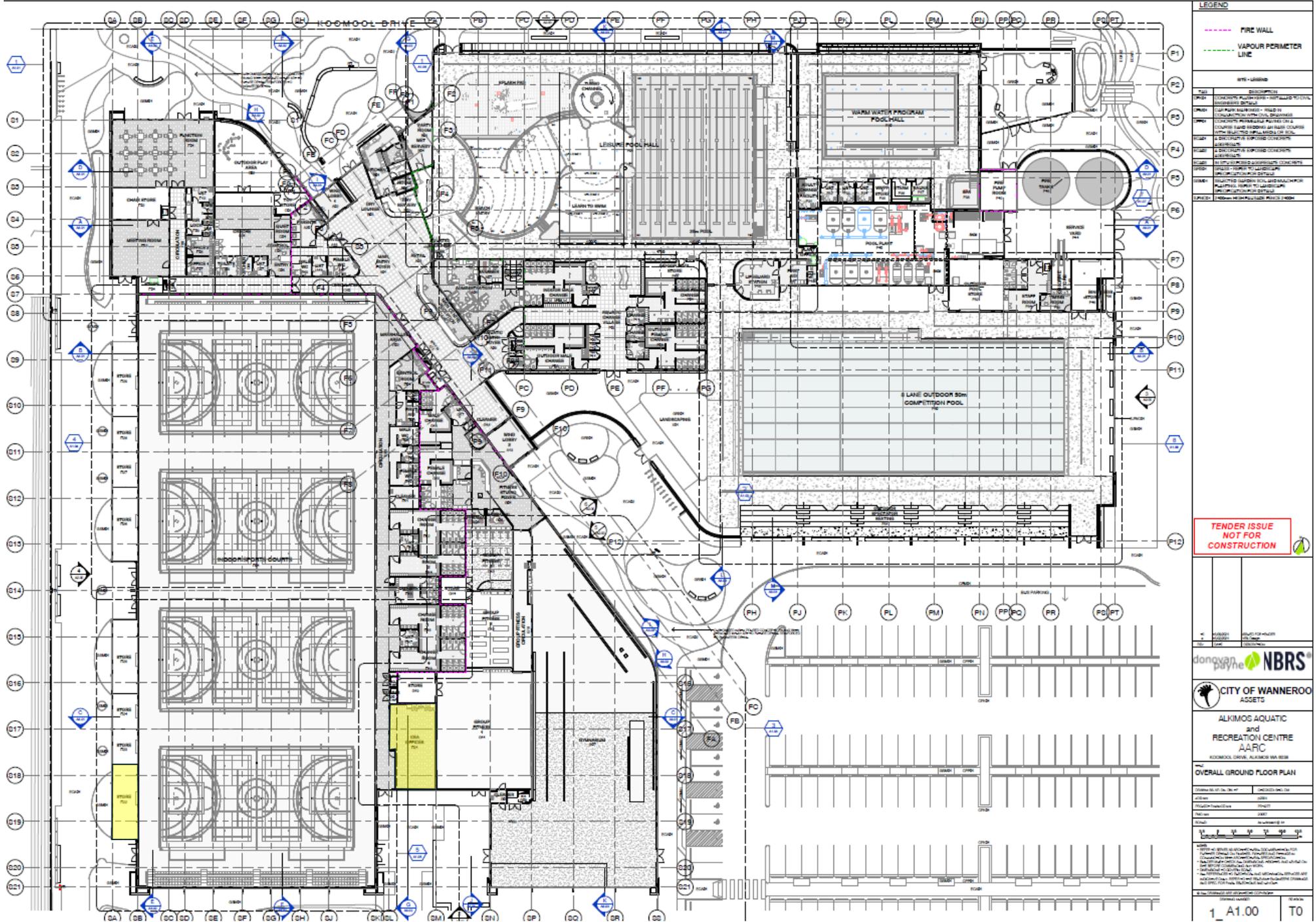
Director

Date 22/07/2025.....

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Sun
Feb 4, 2024

Joondalup set for new heights at HBF Arena

NBL1.com.au



The NBL1 West's Joondalup Wolves have announced that the women's and men's teams will move to the showcourt of HBF Arena for the 2024 season.

Feature image via: Halim Mellick

The NBL1 West's Joondalup Wolves have announced that the women's and men's teams will move to the showcourt of HBF Arena for the 2024 season.

The home of the 2023 NBL1 National Finals saw both the main court and the show court used to host and broadcast games across the country, with the two Championship Games taking place in the 2,000-seat stadium.



Eric Paul Goldie: Crowd gathering prior to the Championship Game

The Joondalup Wolves CEO Andrew Summerville said that the National Finals truly highlighted the potential for his club ultimately and pushed them to make the sizable change.

“Had we not hosted the NBL1 National Finals, we never would have been sure we could make this happen,” Summerville explained to NBL Media.

“Joondalup has always been a basketball city, but the Nationals really put the eyes of the country on us. I was at the Eltham Dandenong tournament last week and I had people come up to me and say they had heard of the Wolves from our NBL1 game nights and the National Finals.”

“Seeing the court all setup and full of fans that weekend showed what we as a club are capable of and it essentially became a test case for us making the permanent move. The challenge now for us is to try and fill it every game.

“During the men’s National final between Knox and Rockingham, our President Ryan Hunter and Vice President Glen Simpson were watching from the stands. Ryan texted me to come up and see him in his seat. I remember them telling me, ‘It’s time, let’s make the move’.”

Summerville explained that the move was necessary to accommodate the influx of fans that gained in the past season.

“Why it became necessary is a pretty simple equation, we have more fans than we have seats,” he told the [Wolves](#).

“Anyone that came to a game last year will know that it was pretty difficult to find a seat at times. We were experiencing unprecedented numbers, numbers that caught everyone off guard.

Summerville explained that there would be some challenges with the move with half of the seating area going under refurbishment for the first half of the season. But he said it will be worth it by the end to ensure that more fans can reserve a seat – with over 600 people trying to in the past season.

“There was never going to be an ideal time, the ideal time is to strike when the iron is hot. We thought now is the time to move,” he explained.

“We’ve done this for the fans... And we’ll hopefully be pack out 2,000 people for the second half of the season.

He explained this move allows the club to expand and grow, to a point in which they envision the Joondalup Wolves can be the second biggest club in the state behind the 10-time NBL champion Perth Wildcats.

The Wolves have made several key signings this offseason, including WNBL star Emma Clarke joining the women’s side and the men’s retaining 20-point-per-game scorer C.J. Turnage.

The NBL1 season starts on March 23, see the full fixture [here](#).

Item 5 Confidential**SCR01-02/26 Staff Matter - Appointment of Designated Senior Employee**

File Ref: 2391 – 26/20182
Responsible Officer: Chief Executive Officer

This report is to be dealt with in confidential session, under the terms of the Local Government Act 1995 Section 5.23(2), as follows:

- (b) *a matter relating to the recruitment or employment of the CEO or a senior employee, including the following -*

Item 6 To Be Tabled

Nil

Item 7 Date of Next Meeting**Item 8 Closure**



COUNCIL CHAMBER SEATING DIAGRAM

