Shire of Pingelly

Attachments

Ordinary Council Meeting
20 May 2015

Attachment 1

Correspondence between the Shire of Pingelly and the Pingelly Tennis Club

PINGELLY TENNIS CLUB

PO Box 184, Pingelly WA 6308

SHIRE OF PINGELLY	
FILE	00173
DATE	12 MAY 2015
Officer	CEO
Copy to	

11 May 2015

Shire of Pingelly
17 Queen Street
Pingelly WA 6308

Dear Gavin, Shirley and Councillors

Proposed Tennis Court Construction
Proposed Health Centre

Thank you Gavin and Shirley for your time and attendance at the meeting held on Thursday 7 May 2015 between representatives from the Shire of Pingelly ("The Shire") and the working group from the Pingelly Tennis Club ("The Club"). The Club has since held a Special Meeting and discussed the items raised with you in relation to the timing, construction materials, funding and consultation involved under your proposed new circumstances for The Club.

Further to this meeting please note the following:

- The Club is prepared to accept that the synthetic multi purpose surface and layer of rubber material do not need to be placed on a layer of bitumen, hotmix or tar seal over the road base material providing:
    - The correct road base is used and compacted to 98% compaction across the entire surface
    - Where any trees have been removed, rocks dug up or machinery holes develop in process of building the courts the ground contents is dug out and replaced with geotech material and compacted and an additional compaction test conducted on that location
    - The required and most suitable fall is achieved and is consistent across the entire surface with no dips or sunken areas where water can accumulate
    - The construction extends to at least one meter outside the proposed fence line
    - If work commences in July 2015 the ground is not compacted until at least September 2015 and allowed to dry prior to being compacted again

- All other applicable guide specifications for tennis court construction are adhered to

- The Club will nominate two representatives at the commencement of site works to attend a weekly site meeting with The Shire works supervisor and the CEO. The Club thanks Gavin Pollock for receiving this request from The Club at the working group meeting.

- The Club re-iterates its understanding that it has permission from the Shire of Pingelly to remove the existing court surfaces and sell them with proceeds to assist The Club in raising funds for The Club's anticipated contribution to the lighting of the new courts.

Secondly The Club is concerned about the $520,000 (approximate and ex GST) cost of the construction of the proposed tennis courts if the proposed health centre does not eventuate. This is especially concerning given the cost to the Pingelly community of the proposed recreation and cultural centre building. If The Shire become uncertain whether the proposed health centre will be built then The Club feels it is in the best interests of the community of Pingelly to leave The Club in its current situation until such time as the new recreation and cultural building is completed, paid for and self-sustaining.

Thirdly The Club politely requests this letter be presented to The Ordinary Council Meeting to be held on Wednesday 20 May 2015.

Should you have any queries in relation to any of the above please do not hesitate to contact me.

Yours Sincerely

Rheannon Turton
President
Pingelly Tennis Club

YOUR REF:

OUR REF: 00025

ENQUIRIES: Gavin Pollock

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17 Queen Street Pingelly
Western Australia 6308
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14 May 2015

Pingelly Tennis Club
PO Box 184
PINGELLY WA 6308

Attention: Rheannon Turton

Dear Rheannon

Re: New Tennis Courts and Pingelly Health Centre

The Shire would like to thank you for your letter received on 12 May 2015.

I would like to clarify and confirm the points of your letter.

1. Construction of the six new synthetic grass courts will consist of site clearing, boxing out to required depth with compaction, geotech fabric laid, road base material imported and compacted to required Australian Standards, levels set as per Australian sports Surface Standards and synthetic grass laid as per agreed specification.

2. The fence line will be placed in the middle of a one metre concrete edge the same as the new netball courts. This will see 500mm approximately outside of the fence line. This will assist with the new footpath to be placed around the complete bank of eight courts and laying the new synthetic grass.

3. The site will have a retaining wall and subsoil drainage applied on two sides of the courts being the south and east sides.

4. The courts will be constructed to meet the Department of Sport and Recreation minimum standard. Construction will also see the installation of footings and conduits for future lighting.

5. The Shire's Executive Manager Engineering and Development Services, Barry Gibbs, will be the contact person during construction who will arrange site meetings between the Tennis Club and the Shire Works Supervisor, Russell Dyer. Can the Tennis club please advise the Shire of their two representatives along with contact details? It is also requested that the two representatives are the same each week and have authority to act on behalf of the Tennis Club to ensure continuity and reduce any delays.

6. The selling of the existing surface by the Tennis Club requires further discussion to ensure how the money will be reserved and identified for future lighting.

7. The estimated cost is $520,000 with a budget being set for $560,000 to allow for any contingencies, realigning the football goals and oval marking, footpath links around the site that contribute and link directly with the court construction.

8. The Shire sees no uncertainty with the Pingelly Health Centre as the surveyor has been on site, consultants engaged, designs are being developed and documents being prepared for Treasury approval to release secured funds for the project.

I can confirm that your correspondence, along with this response, will be provided to all Councillors as a submission for information at the Council meeting being held on Wednesday 20 May 2015.

If you would like any further information relating to this matter please contact me on (08) 9887 1066 or by emailing ceo@pingelly.wa.gov.au.

Yours faithfully

Gavin Pollock
Chief Executive Officer

Attachment 2

11.1.1 Lease Agreement – Pingelly Bowling Club

Memorandum of Understanding

Lease Arrangements

Between

The Shire of Pingelly ("the Lessor")

and

The Pingelly Bowling Club

("the Lessee")

MEMORANDUM OF UNDERSTANDING

LEASE ARRANGEMENTS FOR THE PINGELLY BOWLING CLUB (INC)

TERMS AND CONDITIONS OF LEASE

The lease arrangement is for the portion of reserve 23983 (Lot 492A) occupied by the Pingelly Bowling Club as specified in Schedule 1.

LEASE PERIOD

The lease period is effective from 1 July 2015 for a period of ten (10) years, ceasing on 30 June 2025.

LEASE PAYMENTS

The Pingelly Bowling Club hereby agrees to pay an annual lease payment of $1 for the use of the portion of reserve 23983 (Lot 492A).

INSURANCE

- Pingelly Bowling Club to pay for all insurances including property insurance (at replacement value) and public liability insurance (not less than twenty million dollars ($20,000,000).
- That the Pingelly Bowling Club pay for workers compensation insurance compensation to cover all employees.
- That evidence of insurance coverage is provided to the Shire of Pingelly annually.

BUILDING MAINTENANCE AND UTILITY ARRANGEMENTS

- That the building and associated lands be maintained to be compliant with all Shire of Pingelly and State of Western Australia Health, Building, Planning, Fire and Liquor Licencing Local Laws, Schemes, Acts and Regulations.
- That any new permanent structured signage put into place has planning and building approval prior to installation (excluding banners and temporary signage).

USE OF PROPERTY

- That the primary usage of the property be for the purposes of a "Bowling Club", with occasional use for other purposes permitted.

VARIATION

- The terms and conditions of this Memorandum of Understanding can be varied at any time by agreement of both parties.

PINGELLY BOWLING CLUB

Timothy Haslam
President

12.4.15
Date

Mr Timothy Calder
Secretary

Date 12 april 15

SHIRE OF PINGELLY

Cr Shirley Lange
Shire President

Date

Mr Gavin Pollock
Chief Executive Officer

Date

SCHEDULE 1

Attachment 3

11.1.4 Endorsement of Concept Drawings for the New Recreation and Cultural Centre