

20. ITEMS IN CONFIDENCE

20.2 Glenelg Oval Naming Rights (Report No: 29/09)

C200109/029 Councillor Crutchett moved and Councillor Norton seconded that the question be adjourned to advise the Glenelg Football Club that it requires community consultation and therefore some public disclosure of currently confidential information.

LOST

Council officers remaining: Mr Donaldson, Mr Walker, Mr Hodge and Ms Thomas

C200109/030 Councillor Deakin moved and Councillor Huckstepp seconded that, pursuant to Section 90(2) and 90(3)(d) of the Local Government Act 1999 the Council order that the public with the exception of Council officers and any other visitors permitted to remain, be excluded from attendance at the meeting, after taking into account the relevant considerations under Section 90(3), on the basis that it will receive, discuss or consider the following:

- commercial information of a confidential nature (not being a trade secret) the disclosure of which:

- (i) could reasonably be expected to prejudice the commercial position of the person who supplied the information, or to confer a commercial advantage on a third party, and
- (ii) would, on balance, be contrary to the public interest.

A division was called.

Voted For

R D Beh

R A Clancy

J L Deakin

L R Fisk

P D H Heysen

J D Huckstepp

T D Looker

L van Camp

Voted Against

R M Bouchée

P N Crutchett

A C Norton

HIS WORSHIP THE MAYOR DECLARED THE MOTION CARRIED

C200109/031 Councillor Deakin moved and Councillor Huckstepp seconded that in addition to the President of the Glenelg Football Club, Mr G Metcalf, who His Worship the Mayor has allowed to present a deputation to Council, the Glenelg Football Club Directors, Mr Peter Jankovic, Mr Rod Jameson and Mr John Kavanagh, also be allowed to remain.

CARRIED

Councillor van Camp declared an interest in the matter, due to her membership of the City of Holdfast Bay's Development Assessment Panel and left the meeting at 10:17pm.

Mr Gary Metcalf, President of the Glenelg Football Club, the Glenelg Football Club Directors, Mr Peter Jankovic, Mr Rod Jameson and Mr John Kavanagh left the meeting at 10:40pm.

Glenelg Oval Naming Rights (Report No: 29/09)

Councillor Beh left the meeting at 10:42pm.

RELEASED
19 DEC 2019
C101219/1703

RL

Councillor Beh returned to the meeting at 10:44pm.

Councillor Huckstepp left the meeting at 10:46pm.

Councillor Huckstepp returned to the meeting at 10:51pm.

Councillor Norton left the meeting at 10:56pm.

Councillor Norton returned to the meeting at 10:59pm.

Councillor Norton left the meeting at 11:05pm.

ORDER TO RETAIN DOCUMENTS IN CONFIDENCE

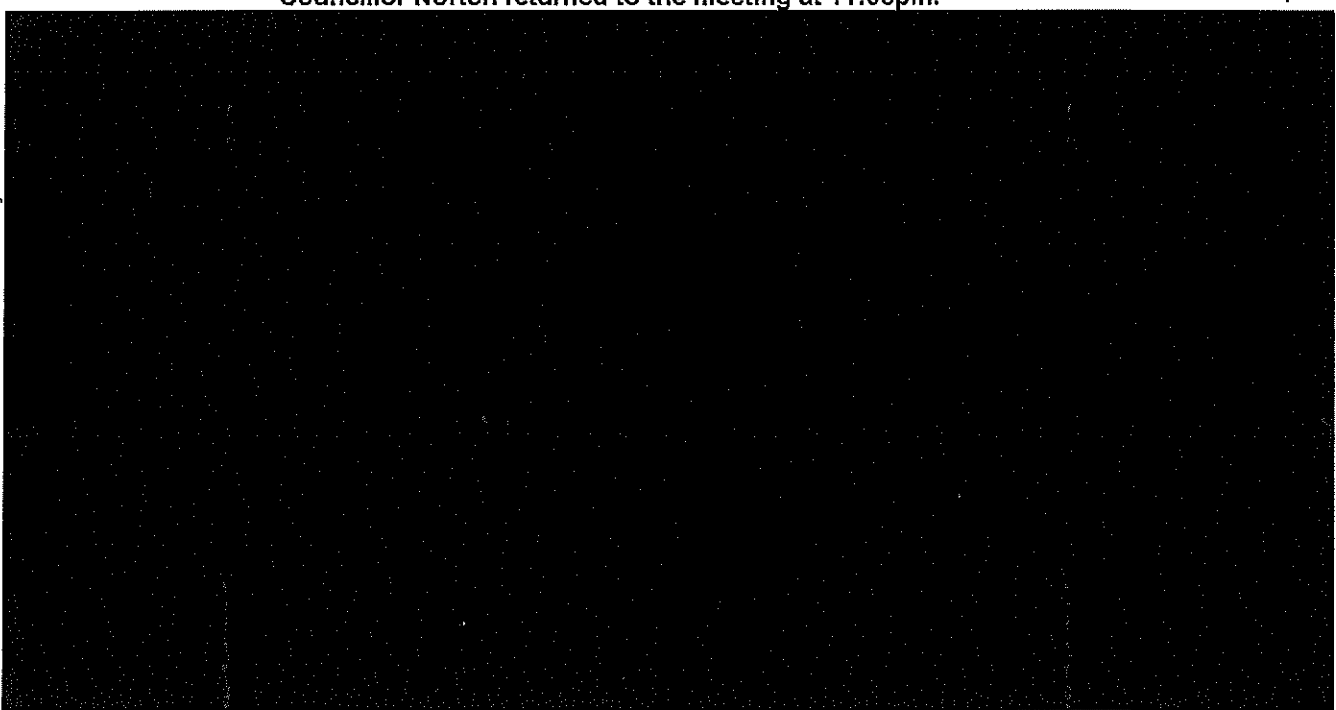
C200109/033 Councillor Clancy moved and Councillor Heysen seconded that pursuant to Section 90(2), 90(3)(d) and 91(7) of the Local Government Act 1999:

1. The Council orders that the documents and minutes relating to Report No: 29/09 with the exception of Resolution No: C200109/030 for going into confidence be kept confidential and not available for public inspection until all relevant documentation is executed on the basis that they deal with information the disclosure of which:
 - (i) could reasonably be expected to prejudice the commercial position of the person who supplied the information, or to confer a commercial advantage on a third party, and
 - (ii) would, on balance, be contrary to the public interestunder Section 90(2) and 90(3)(d) of the Act.
2. This resolution will be reviewed by the Chief Executive Officer after the Agreement Documents are signed.

CARRIED

Councillor van Camp returned to the meeting at 11:06pm.

Councillor Norton returned to the meeting at 11:06pm.



Roll

RELEASED

10 DEC 2019

C101219/1703

ITEM NUMBER: 20.2

CONFIDENTIAL REPORT NO: 29/09

20 JANUARY 2009

Pursuant to Section 83 (5) of the Local Government Act 1999 the Report attached to this agenda and the accompanying documentation is delivered to the Council Members upon the basis that the Council consider the Report and the documents in confidence under Part 3 of the Act, specifically on the basis that Council will receive, discuss or consider:

- commercial information of a confidential nature (not being a trade secret) the disclosure of which:

- (i) could reasonably be expected to prejudice the commercial position of the person who supplied the information, or to confer a commercial advantage on a third party, and
- (ii) would, on balance, be contrary to the public interest.

Confidentiality of this document will remain until the resolution is reviewed on or before (please add relevant time frame) by the Council.

Confidential Reports may be handed back to Administration at the close of the Council meeting for confidential disposal.

If Members choose not to return them, it is their responsibility to ensure the items are secured or disposed of in a confidential manner.

CONFIDENTIAL

REPORT TO **COUNCIL**

DATE **20 JANUARY 2009**

SUBJECT **GLENELG OVAL NAMING RIGHTS**

STRATEGIC PLAN/
CORPORATE PLAN
OBJECTIVE/S **STRATEGIC PLAN, OBJECTIVE 2.5: OPEN SPACE**

WRITTEN BY **IAN WALKER**
 GENERAL MANAGER
 CORPORATE SERVICES

EXECUTIVE SUMMARY

The Glenelg Football Club has written to Council seeking consent to enter into a new 10-year Naming Rights Agreement effective as from 1 January 2009.

RECOMMENDATION

1. **That Council provides its consent under the Lease and Licence Agreement dated 7 November 2001 for the Glenelg Football Club to enter into a 10-year Naming Rights Agreement with Gliderol Garage Doors in accordance with information provided by the club and contained in and attached to Report No: 29/09 subject to the following conditions:**
 - a. **All necessary consents being obtained by Glenelg Football Club**
 - b. **Glenelg Football Club provides Council, in confidence, a copy of the Naming Rights Agreement following execution by all parties**
 - c. **That any matters related to the assessment of, and Development Act decisions relating to, all associated signage be undertaken by the Development Assessment Panel or the Development Assessment Commission as required**
 - d. **That, in addition to the scheduled loan repayments pursuant to the Loan Agreement dated 19 November 2001 between Council and Glenelg Football Club, the club makes additional repayments of principal of \$25,000 per annum commencing in 2010 for the term of the new Naming Rights Agreement**
 - e. **That Glenelg Football Club reimburse Council for all reasonable legal costs incurred in connection with this matter.**
2. **That His Worship the Mayor and Chief Executive Officer be authorised to sign, and if necessary, seal any documentation relating to the Naming Rights Agreement and associated conditions.**

CONFIDENTIAL**REPORT DETAILS****Background**

Glenelg Football Club has written to Council to advise that its 3-year Naming Rights Agreement with Challenge Recruitment has been terminated and now seeks Council's consent to enter into a new 10-year Naming Rights Agreement with Gliderol Garage Doors.

Previous reports and decisions

Council last considered this matter at its meeting on 25 July 2006 when it resolved as follows:

1. *That Council endorses the proposed Glenelg Oval/Glenelg Football Club Naming Rights Agreement (the Agreement) for an initial three (3) year term.*
2. *That, in so far as that agreement affects the City of Holdfast Bay and subject to all necessary consents being obtained, Council provides its consent as landlord, for the Glenelg Football Club to enter into the Agreement with Challenge Recruitment Pty Ltd for an initial period of 3 (three) years in accordance with the information provided by the Club.*
3. *That the Glenelg Football Club be required to provide to Council a copy of the Agreement once executed by the parties.*
4. *That any matters related to the assessment of, and Development Act decisions relating to, all associated signage be undertaken by the Development Assessment Panel or the Development Assessment Commission as required.*
5. *That His Worship the Mayor and the Chief Executive Officer be authorised to sign; and if necessary seal, any documentation relating to the Naming Rights agreement.*

Key issues discussion**Naming Rights Agreement with Challenge Recruitment**

The Naming Rights Agreement between Glenelg Football Club and Challenge Recruitment Pty Ltd was for a 3-year term ending on 31 December 2009 under which the Club would receive financial sponsorship of \$205,000 payable in annual instalments.

Installation of signage was at the sponsor's cost although Council was responsible for installing informational signage at the north-west corner of the oval complex adjacent to Brighton Road.

A condition for Council's consent to the Club entry into the Naming Rights Agreement was for the Club to make additional repayments of principal in relation to the loan from Council, the additional repayments to total \$107,500 over the 3-years. The following table summarises the financial arrangements:

Year	Sponsorship payable to Club	Applied to reduce loan from Council
2007	\$50,000	\$25,000
2008	\$75,000	\$40,000
2009	\$80,000	\$42,500
Total	\$205,000	\$107,500

CONFIDENTIAL

The Club has complied with the additional loan repayment schedule for 2007 and 2008. Separate Report No: 15/09 to the Economic and Corporate Committee meeting on 20 January 2009 addresses the final instalment due on 15 February 2009.

Proposed Naming Rights Agreement with Gliderol Garage Doors

Glenelg Football Club has written to Council to advise that its Naming Rights Agreement with Challenge Recruitment has been terminated effective 31 December 2008 and, as a consequence, the Club now seeks Council's consent to enter into a new 10-year Naming Rights Agreement with Gliderol Garage Doors effective as from 1 January 2009.

Refer Attachment 1

The Club advises that the proposed Naming Rights Agreement with Gliderol comprises sponsorship payments to the Club of \$50,000 per annum for the term of the agreement (ie. \$500,000). The Club has also advised that it has reached agreement with its previous sponsor, Challenge Recruitment, to pay sponsorship of \$30,000 for 2009 which, when added to the proposed \$50,000 from Gliderol, will ensure that the Club meets its 2009 debt reduction obligation of \$42,500 to Council.

In addition, the Club offers to continue applying one-half of the sponsorship received under the new arrangement, towards additional debt reduction (ie. \$25,000 per annum) commencing in 2010.

The Club advises that, in entering into a new Naming Rights Agreement with Gliderol, it would replace all existing Challenge Recruitment signs and, subject to Council's consent, two additional signs on the west-face of the main building and on the roof of the H Y Sparks Stand.

Financial sustainability impact

Budget

This report does not have any direct implications for Council's 2008/09 budget but, if the recommendations are adopted by Council, would result in additional repayments of loan principal by Glenelg Football Club of \$25,000 per annum over the term of the proposed Naming Rights Agreement commencing in 2010.

Full life cycle costs

There are no direct full life cycle cost implications arising from this report.

Conclusion

Following early termination of the existing 3-year Naming Rights Agreement, Glenelg Football Club seeks Council's consent to enter into a new 10-year Naming Rights Agreement which will, amongst other things, enable the club to make additional loan principal repayments of \$25,000 per annum to Council.



**I S WALKER
GENERAL MANAGER
CORPORATE SERVICES**

ATTACHMENT

1



7th January 2009

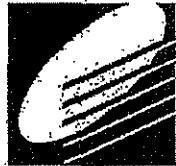
Mr Rob Donaldson
Chief Executive Officer
City of Holdfast Bay
PO Box 19
BRIGHTON 5048

Glenelg Football Club Inc.
Challenge Recruitment Oval
PO Box 72, Glenelg
South Australia 5045

T: 08 8294 5333
F: 08 8294 9891

www.glenelgfc.com.au

Major Sponsor



GLIDEROL
GARAGE DOORS
President of the world
Gary Metcalf

Premier Partner
Challenge Recruitment

Key Corporate Sponsors

SA Brewing Co
Stillwell Ford
Pepperidge Furniture
Diadora
David Young Landscaping

Corporate Sponsors

Coca-Cola Amatil
Health Promotion SA
Balfours
US Removals & Storage
Formal Homes
David Brooks - The Good Guys
Relly's Wines
Yalumba
The Promo Place

Support Sponsors

Elastoplast
Burley Sekem
The Taft Motor Inn
JT Cycles
Tradlink
Phil Scherer Blind & Curtain Centre

Principal Junior Sponsor

Mortgage Choice - Wendy Higgins

Membership Sponsor

Jetty Road Traders

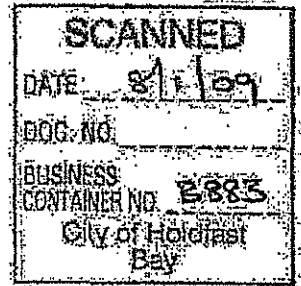
Tiger Volunteer Sponsor

Kwik-Kopy Hilton

Dear Rob

STRICTLY PRIVATE AND CONFIDENTIAL

Re: Naming Rights of Glenelg Oval



As you are aware, The Glenelg Football Club successfully negotiated the naming rights sponsorship of Glenelg Oval for a three year term with Challenge Recruitment Ltd. in September 2006. This sponsorship agreement was for the period from January 1, 2007 to December 31, 2009.

In late 2007, Challenge Recruitment was bought by a larger company in Rubicon Australia. At the time, we were informed that nothing would change regarding our sponsorship agreement. However, in April 2008, a newly appointed CEO of Challenge Recruitment informed the Glenelg Football Club that they were intending to withdraw from the naming rights agreement at the end of 2008.

While Challenge Recruitment was legally bound to fulfil its sponsorship commitments, Glenelg Football Club sought another naming rights sponsor for 2009 and beyond with Challenge Recruitment's consent and without prejudice to and in full reservation of its rights under the sponsorship agreement.

The Glenelg Football Club has been able to source an alternative naming right sponsor in Gliderol Garage Doors. The current economic climate has made this process very difficult and the financial return to the Club is not as lucrative as the previous arrangement. However, a longer term agreement of ten years has been negotiated, which provides terrific stability for the Club during difficult economic times. The proposed agreement is:

- Gliderol makes a financial commitment of \$50,000 per annum for a ten year period commencing on January 1, 2009 and finishing on December 31, 2018.
- The Glenelg Football Club provides the appropriate signage and promotional benefits associated with the naming rights of Glenelg Oval. This signage includes the replacement of all current signage and two additional signs subject to the approval of Council. The Club understands that the additional signs would have to go through the appropriate development approval process. Enclosed is the new look proposed signage.



In the final year of the Challenge agreement (2009) Challenge was to pay Glenelg Football Club \$80,000. Given the proposed agreement with Gliderol is \$50,000 per annum, the Club has been able to successfully negotiate a deal for \$30,000 with Challenge Recruitment for 2009. This negotiation has made sure that the Club can fulfil its obligation to Council to pay \$42,500 in debt reduction in 2009.

In light of that above, the Glenelg Football Club is seeking the support of the City of Holdfast Bay Council to change the naming rights of 'Challenge Recruitment Oval' to 'Gliderol Stadium' for a ten year period commencing on January 1, 2009.

In return, the Glenelg Football Club would continue to pay 50% of the income received for the naming rights sponsorship per annum to the City of Holdfast Bay in debt reduction. This will mean a total of \$250,000 over the ten year period (\$25,000 per annum) plus the additional \$17,500 in 2009, which is on top of the \$65,000 already paid.

While disappointed that the Challenge Recruitment agreement has not been fulfilled, the Glenelg Football Club is delighted that Gliderol has been prepared to commit to a long term deal, giving the Club and the Council a secure arrangement over a ten year period.

In order to make the appropriate signage changes and ensure that we do not jeopardise the agreement with Gliderol and Challenge Recruitment for 2009, the Club is hopeful that the Council will be able to provide its support as soon as possible.

Please note, my employment at the Glenelg Football Club will cease on Friday 16th January. Please contact me before this date for any further information. After this date please contact Philippa Spencer - Sponsorship and Events Manager on 8294 3333.

Finally, given the commercial and highly sensitive nature of the information contained in this letter, we ask the letter be treated as "strictly private and confidential". We also request that Council deal with matter "in Camera" with no members of the general public or any third party in attendance and that the minutes of the meeting be kept confidential and not accessible to the general public or any third party.

Yours Sincerely

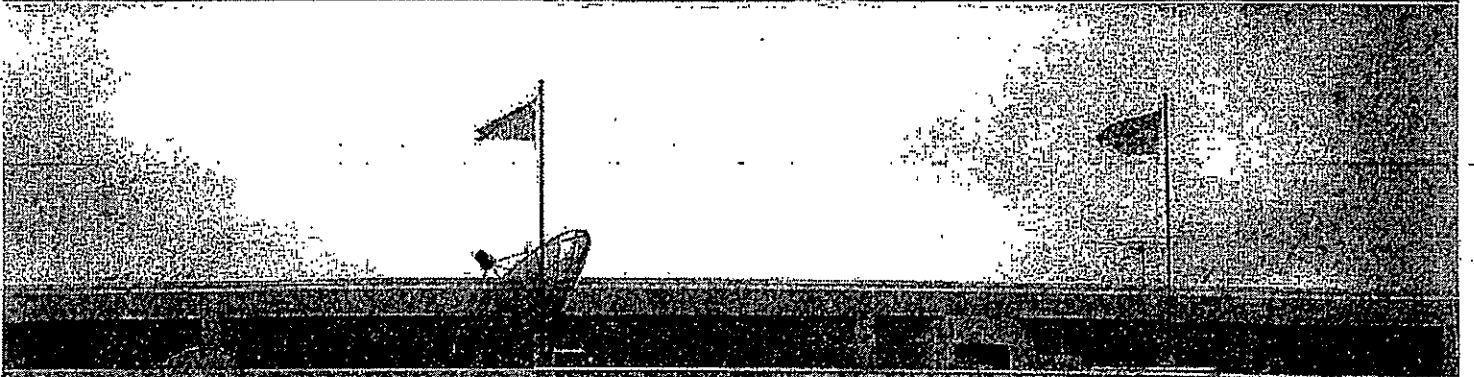


Darren Chandler
Chief Executive Officer

**GLIDEROL STADIUM SIGNAGE
TO REPLACE
CHALLENGE OVAL SIGNAGE**

GLIDEROL STADIUM





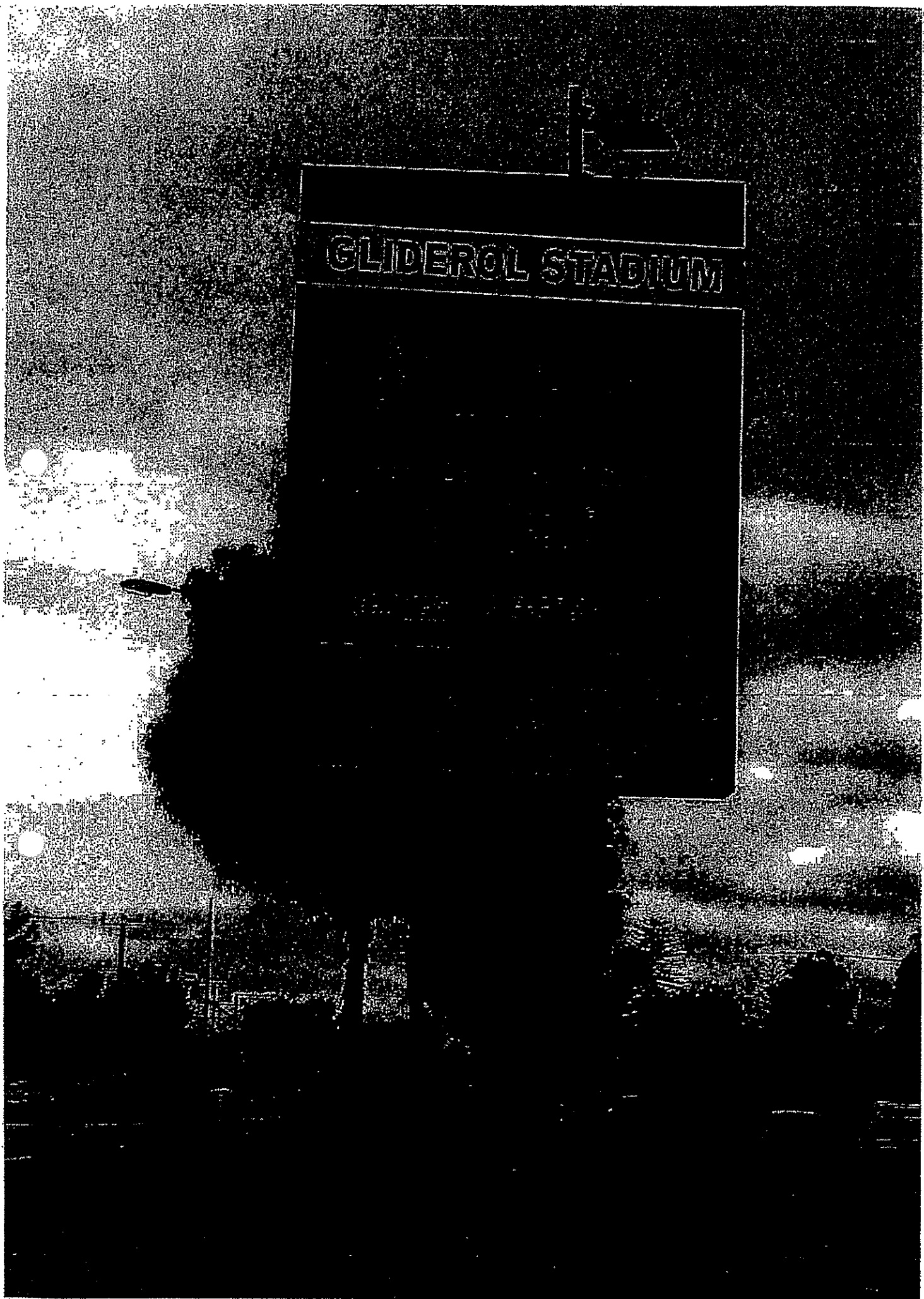


**WELCOME TO
GLIDEROL STADIUM**

**WELCOME TO
GLIDEROL STADIUM**

(RUGLESS TERRACE ENTRANCE)

GLIDEROL STADIUM



SPORTING
COMPLEX

GLIDEROL STADIUM

Glendon Football Club

Ph: 8294 5222

Glendon District Cricket Club

Ph: 8235 1160

Holiday Tennis Club

Ph: 8876 3702

St John Ambulance Club

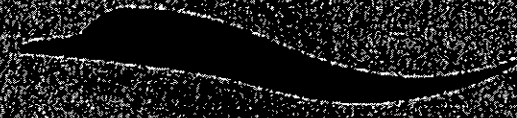
Ph: 8396 6050

Child and Family Health Services

Ph: 100 733 006

**WELCOME TO
GLIDEROL
STADIUM**





CITY OF
HOLDFAST BAY

GLIDEROL STADIUM

GATES OPENED AT DAWN
AND CLOSED AT DUSK
AVAILABLE FOR PUBLIC USE
WHEN NOT USED FOR
FOOTBALL OR CRICKET



REPORT ALL SECURITY
ISSUES TO PH: 8229 9999
(AM) 0413 620 441 OR
131 444 (POLICE)

GLIDEROL STADIUM

EDWARD RIX GRANDSTAND (SOUTHERN)

ROWS

A-G

SEATS

34-66

ROWS

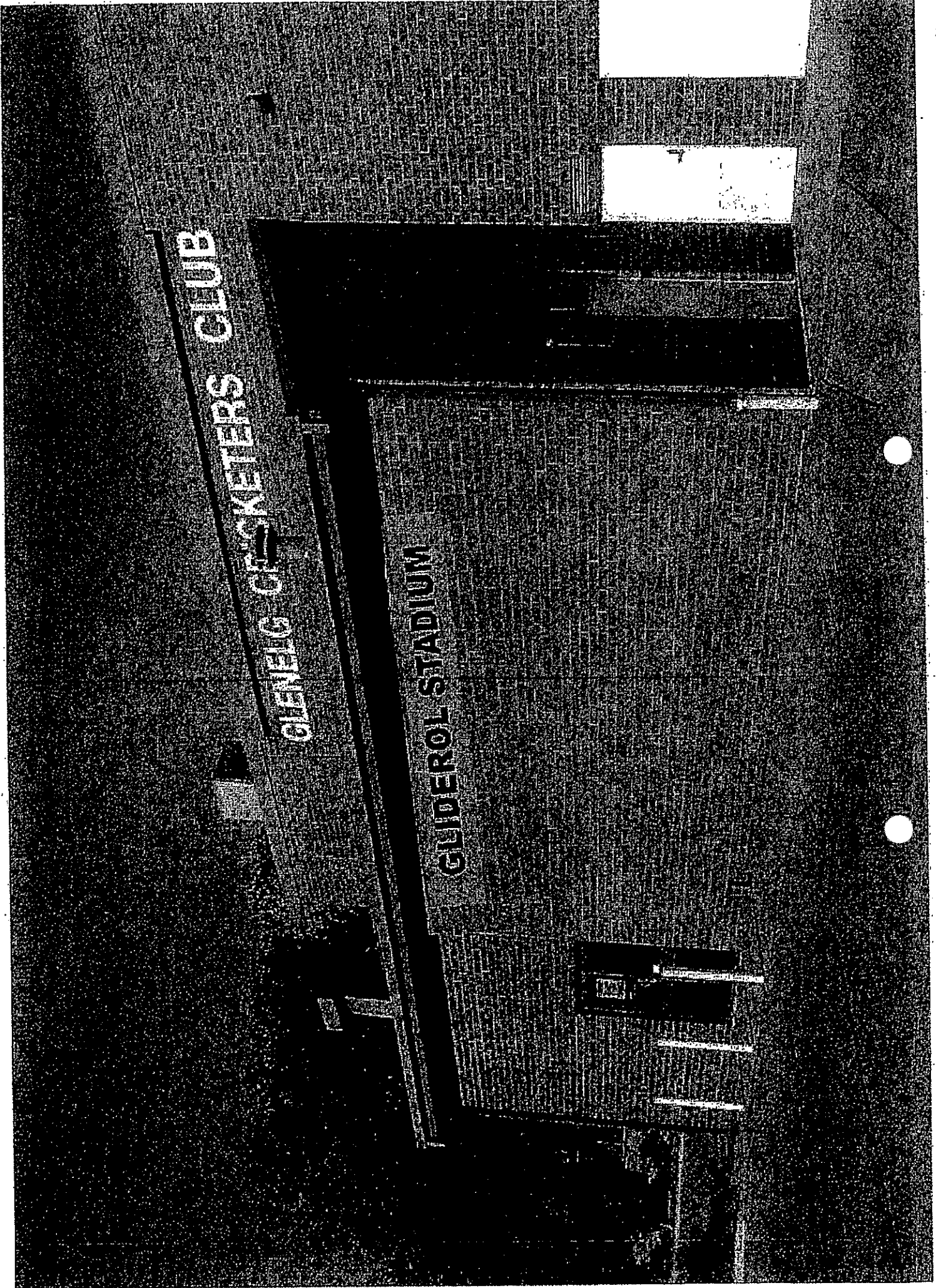
A-I

SEATS

67-78

GLENELG CRICKETERS CLUB

GLENELG CRICKETERS CLUB
GLIDEROL STADIUM



ADDITIONAL PROPOSED GLIDEROL STADIUM SIGNAGE

GLIDEROL STADIUM



