



**Lane Cove
Council**

Late Agenda Ordinary Council Meeting 19 June 2025, 7:00 PM

Council will commence consideration of
all business paper agenda items at 7.00 pm.

MAYORAL MINUTES

- 1 MAYORAL MINUTE - APPOINTMENT OF GENERAL MANAGER - GRANT OF
POWER OF ATTORNEY TO GENERAL MANAGER..... 3**

OFFICER REPORTS FOR DETERMINATION

- 2 LANE COVE SPORT AND RECREATION CENTRE - SUPPLEMENTARY
REPORT - FACILITY OPERATION AND MANAGEMENT (EXCLUDING FOOD,
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<p style="text-align: center;">Ordinary Council Meeting 19 June 2025 MAYORAL MINUTE - APPOINTMENT OF GENERAL MANAGER - GRANT OF POWER OF ATTORNEY TO GENERAL MANAGER</p>

Item No: 1

Item No: 1
Subject: Mayoral Minute - Appointment of General Manager - Grant of Power of Attorney to General Manager
Record No: SU5072 - 39471/25
Division: Lane Cove Council
Author(s): Councillor Merri Southwood

Background

On 2 June 2025 Council resolved in Extraordinary Meeting as follows-

- 117** **RESOLVED** on the motion moved by Councillor Southwood and seconded by Councillor Kennedy that:
1. Council resolves to appoint the successful candidate to the position of General Manager subject to the negotiation of a contract;
 2. if those negotiations prove unsuccessful the Council resolves to appoint the runner up subject to the negotiation of a contract;
 3. Council authorises the Mayor and LGNSW Management Solutions to undertake contract negotiations with the preferred candidate or the runner up (if required), with the Mayor being the final authority on decisions made during this process;
 4. Council resolves to affix the Council seal to the contract in accordance with the Local Government Act 1993;
 5. in accordance with section 11(3) of the Local Government Act that Council resolves that documentation provided to Councillors regarding the candidates is to be treated as confidential; and
 6. Council thanks Steven Kludass for serving as the Acting General Manager.

It is noted that the business of the Extraordinary Meeting of 2 June 2025 was unfinished at 11 pm and that no resolution was passed at that time to extend the meeting pursuant to Clause 18.2 of the Code of Meeting Practice.

It is further noted that Resolution **116/2025** was passed by unanimous vote at 11.44 pm to extend the meeting to midnight.

The meeting concluded at 11.50 pm.

The Mayor has received legal advice that, notwithstanding the delayed vote to extend the meeting, Resolution **117/2025** is a valid resolution of Council pursuant to Section 371 and 374 (e) of the Local Government Act 1993 (NSW).

Pursuant to Resolution **117/2025** the Mayor and Deputy Mayor signed a Standard Contract of Employment For General Managers (the Employment Contract) with Louise Kerr for a term of five (5) years commencing on 21 July 2025 and terminating on 20 July 2030.

In accordance with the resolution the Council seal was affixed to the Employment Contract.

Mr. Steven Kludass, Director Corporate Services and Strategy, will continue in his role as Acting General Manager until Ms. Kerr takes up her appointment as General Manager on 21 July 2025 provided that, if Mr. Kludass takes leave prior to 21 July 2025, the Mayor, following consultation

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MAYORAL MINUTE - APPOINTMENT OF GENERAL MANAGER - GRANT OF POWER OF ATTORNEY TO GENERAL MANAGER

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with the Deputy Mayor, may temporarily appoint another of Council's Directors as Interim General Manager until Ms. Kerr takes up her appointment.

A Power of Attorney for Ms. Kerr is sought for the purposes of giving effect to resolutions or functions of Council where the use of the Power of Attorney is resolved or required after Ms. Kerr takes up her appointment as General Manager.

The Power of Attorney forms an attachment to this Mayoral Minute.

I seek Council's support for the recommendation below.

RECOMMENDATION

That Council:

1. note the appointment of Louise Kerr as General Manager with effect from 21 July 2025 and welcomes her appointment,
2. revoke the Power of Register Book 4637 No. 811, registered on 05 September 2012,
3. affix the Common Seal of Council to the Revocation Power of Attorney (**AT-1**),
4. resolves to affix the Common Seal of Council to the new Power of Attorney (**AT-2**);
5. attend the registration of the Revocation of the Power of Register Book 4637 No. 811 and the new Power of Attorney to Ms. Louise Kerr, and
6. thank Steven Kludass for serving as Acting General Manager.

Councillor Merri Southwood
Councillor

ATTACHMENTS:

AT-1 [View](#) Revocation of Power of Attorney for Craig Wrightson
AT-2 [View](#) Power of Attorney for General Manager Louise Kerr

REVOCATION OF POWER OF ATTORNEY

Lane Cove Council of 48 Longueville Road, Lane Cove, in the State of New South Wales hereby revokes the Power of Attorney dated 24 August 2012 and registered on 5 September 2012 Book 4637 No 811 appointing **CRAIG ANTHONY WRIGHTSON**, General Manager, of 48 Longueville Road, Lane Cove, in the State of New South Wales.

IN WITNESS WHEREOF the Council has set its hand and seal.

The Common Seal of **LANE COVE COUNCIL** was hereunto affixed on theday of2025 pursuant to a resolution passed on the day of 2025 in the presence of:

Signature of Mayor

Clr Merri Southwood

Name of Mayor

Signature of Deputy Mayor

Clr Bridget Kennedy

Name of Deputy Mayor

GENERAL POWER OF ATTORNEY

This POWER OF ATTORNEY is made on:day of 2025 by Lane Cove Council ("**the Council**") of 48 Longueville Road, Lane Cove, in the State of New South Wales.

1. The Council hereby appoints **LOUISE KERR**, of Council Chambers, 48 Longueville Road, Lane Cove, NSW, 2066 as General Manager of the Council, to be its attorney. The attorney may exercise the authority conferred on the attorney by Part 2 of the *Powers of Attorney Act 2003* to do on behalf of the Council anything the Council may lawfully authorise an attorney to do. The attorney's authority is subject to any additional details specified in Part 2 of this document.
2. The attorney may appoint one or more substitutes, delegates or sub-attorneys to exercise all or any of the powers conferred on her by this power of attorney.
3. This power of attorney operates when the attorney accepts the appointment.

PART 2 - Additional powers and restrictions

4. This power of attorney is subject to the following conditions and limitations:
This power of attorney is limited to the execution of:
 - a) Contracts for the sale or purchase of land by the Council;
 - b) Agreements or deeds for the option to purchase or dispose of land by the Council;
 - c) Leases and licenses of land by or to the Council, whether or not under seal;
 - d) Applications, transfers, requests, dealings and caveats under the *Real Property Act 1900*, to which the Council is a party or to which its consent is required;
 - e) Documents disposing of or acquiring any estate or interest in land whether or not under the provisions of the *Real Property Act 1900*, whether or not under seal;
 - f) Any plans, documents or instruments under the *Conveyancing Act 1919*, the *Strata Schemes (Freehold Development) Act 1973*, the *Strata Schemes (Leasehold Development) Act 1986*, the *Community Land Development Act 1989* and the *Community Land Management Act 1989* and all instruments under Division 4 of Part 6 of the *Conveyancing Act 1919*, requiring execution by Council for any reason;
 - g) Agreements or deeds with Sydney Water where Council is required to bear some or all of the costs of relocation of mains, or to indemnify Sydney Water in respect

- of damage to mains where relocation is not required;
- h) Agreements or deeds providing for the carrying out by developers of works in kind, not involving the acquisition of land;
 - i) Agreements or deeds providing for the lodgement by subdividers and other developers of cash bonds and/or guarantees for the performance of work or the satisfying of conditions of consent or approval;
 - j) Agreements or deeds with government, semi-government and public authorities providing for the provision or acceptance of funding;
 - k) Agreements or deeds for the leasing by or from Council of property other than land;
 - l) Agreements or deeds for the provision to or by Council of water, gas, electricity, telephone, electronic information and other services;
 - m) Documentation prepared in relation to tenders or expressions of interest;
 - n) Deeds or agreements to defer payment of Section 7.11 contributions under the *Environmental Planning and Assessment Act 1979*;
 - o) Planning agreements, whether under section 7.4 of the *Environmental Planning and Assessment Act 1979* or not, and whether under seal or not;
 - p) Agreements or deeds providing for the acquisition of land required to be dedicated to Council, whether for valuable consideration or not, pursuant to a condition of development consent; and
 - q) accept or provide indemnities on behalf of the Council involving land owned by the Council or any other land,

provided however that:

- (a) the transaction has already been approved by resolution of the Council; or
- (b) the transaction is a matter within the delegations given to the General Manager of the Council by the Council under Section 377 of the *Local Government Act 1993*; or
- (c) the transaction is required under a condition of consent issued by the Council pursuant to the *Environmental Planning and Assessment Act 1979*.

IN WITNESS whereof the Council has set its hand and seal on the abovementioned date.

The Common Seal of **LANE COVE COUNCIL**
was hereunto affixed on the day of
2025 pursuant to a
resolution passed on the day of
2025 in the presence of:

Signature of Mayor

Cllr Merri Southwood

Name of Mayor

Signature of Deputy Mayor

Cllr Bridget Kennedy

Name of Deputy Mayor

Acceptance by Attorney

I accept my appointment as attorney under this power of attorney.

Dated:

Signature of Attorney

Name of Attorney

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LANE COVE SPORT AND RECREATION CENTRE - SUPPLEMENTARY REPORT - FACILITY
OPERATION AND MANAGEMENT (EXCLUDING FOOD, BEVERAGE, AND EVENTS)

Item No: 2
Subject: Lane Cove Sport and Recreation Centre - Supplementary Report - Facility Operation and Management (excluding food, beverage, and events)
Record No: SU10080 - 39277/25
Division: General Managers Unit
Author(s): David Stevens

Executive Summary

This Supplementary Report shall be read in conjunction with the two (2) separate Lane Cove Sport and Recreation Centre (**LCSRC**) Report's tabled for the June Meeting, and responds directly to points 5 and 6 from Council **Resolution 259** at the December 2023 Meeting:

That Council:

1. *Receive and note the report;*
2. *Undertake an open Request for a Key Operator which will include the option of subletting of the Management of Golf Operations including coaching and Bistro / Event disciplines;*
3. *Undertake a process with potential community users of the facility to understand their proposed utilisation rates for utilisation of the facility prior to the acceptance of any tender; and give a report back to Council if there is any risk that we are not going to meet the principles outlined on page 11 of the Community Strategic Plan,*
4. *Undertake a separate process to identify an operator for the Bistro / Event activities as a priority to facilitate fit-out prior to the opening of the facility;*
5. *Receive a report on the outcome of the tender process at the appropriate time for consideration and determination by the Council. In line with Parts 15 and 16 of Council's resolution of 29 August 2022, the report is to include how the operation of the facility will provide all stakeholders with balanced access to both the sporting and recreation facilities; and*
6. *Confirms that the core goal of the facility is to operate as a service to the community.*

Background

Council's Request for Tender (**RFT**) issued on 4 February 2025 stated (Section 2.1 Background): "the overarching operating and management model accommodates social and competition sport, recreation, dining and events. Council's vision for the Centre is underpinned by a Community-First ethos, at the December 2023 Meeting Council resolved "that *the core goal of the facility is to operate as a service to the community.*

In the same RFT under Section 2.2 "The Vision" a direct link was made to Council's Community Strategic Plan, "Liveable Lane Cove 2035" by quoting: '*Lane Cove will have a healthy and active community. Organised sport will continue to play an important role, along with new opportunities for leisure and for lifelong learning. Lane Cove will make the most of its natural environment and open space in encouraging outdoor activity and improved health and wellbeing.*'

Put simply, Council's procurement strategy to engage with a Key Operator for LCSRC was inextricably linked to delivering a Facility in service of the community by meeting their sport, recreation, and leisure needs. The RFT "Pack" included Council's "User Needs Analysis" and

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Reference Pricing to provide tenderers with a clear understanding of base consumption and court hire fees.

Discussion

Council developed a scope for the delivery of Facility Management and Operation services to ensure alignment of delivery and were prescribed in “Section D – Specifications” of the RFT (AT-1). PART 1 (2) “Outline of Scope of Works and Responsibilities for Engagement” included the following:

2.1 The Scope of Works under the Agreement is for the Operator to manage and operate the Centre to achieve the objectives and outcomes specified by Council. All works and services must be carried out in accordance with this Specification and the terms of the Contract / Lease.

Further (*relevant community-first matters*):

2.2. The Operator must:

- (a) Manage, operate, and promote the facility to ensure participation and community wellbeing outcomes are delivered effectively and equitably;
- (b) Provide and promote a broad range of quality sport and recreation opportunities for residents, visitors and workers of all ages by meeting changing community needs;
- (c) Provide for, and encourage sport and recreation activities across various ages, skill levels and abilities including the provision of an Annual Community Open Day;
- (d) Effectively promote programs and services to all sectors of the community including the provision of school holiday coaching programs (such timing to cater for working parents / carers);
- (e) Establish a pricing regime that fairly attends to local community, public school, club and commercial uses;
- (f) Pricing within the facility is to be commensurate with similar facilities in surrounding LGAs;
- (g) Apply industry best practice and a high level of professional and business acumen to all aspects of the services to achieve the best value outcomes for the community;
- (h) Research and review services and programming to ensure continuous improvement and relevance;
- (i) Encourage and foster community participation in the planning, development, and evaluation of all programs and services;
- (j) Ensure that the facility is attractive to the community, safe, and in good working order;
- (k) Actively enhance the quality of the facility, by constantly striving to improve the quality of programs and services offered;
- (l) Build and maintain cooperative and collaborative relationships with Council, its staff, relevant agencies, and community groups to ensure the facility operates as a community service;
- (m) Deliver the Services and operate the facility in accordance with agreed procedures and the terms and conditions specified in the Contract;
- (n) Provide opportunities for all sectors of the community to participate in sport and recreation activities such that no single sport shall dominate;
- (o) Ensure hire and programming allocation meets community, sporting club and associations, and schools' needs. In the instance of dispute regarding allocation meeting needs, comply with Council's directive;

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- (p) Provide opportunities for all sectors of the community to participate in sport and recreation activities such that no single sport shall dominate.

Section D – Specifications in its entirety, also captures Transition Requirements; Planning and Business Management; Annual Business and Maintenance Plans; Business Continuity Plan; Quality Management System; Customer Satisfaction; Fees and Charges; Financial Management Responsibilities; Reporting; and Human Resourcing amongst other matters.

At Clause 21 “*Performance Measurement and Monitoring*” in the same document, the following measures are outlined as follows:

- 21.1.** The Services shall be carried out in accordance with the Agreement, to industry best practice standards and to the complete satisfaction of the Council;
- 21.2.** Council will monitor performance measures on an ongoing basis under the General Conditions of Contract;
- 21.3.** Any issues or concerns will be immediately raised with the Operator for action and resolution;
- 21.4.** Serious or repeated failure to achieve compliance or ameliorate problems will be cause for termination of the Contract;
- 21.5.** The Operator’s performance will be based on the Key Performance Indicators (KPIs) for the Centre (**AT-2**).

Performance of the Specifications is also governed by the Draft Lease under *Clause 3.4 “Management and Service Obligations”*. Further, the lease accommodates dispute resolution, breach of specifications, and / or a “failure to perform services” to mitigate lessor (Council) risk outside of regular (mandated) reporting by the preferred tenderer on financial, maintenance, cleaning, customer experience, and performance (generally) related matters. Council staff will finalise a warning to breach regime for inclusion in the lease during contract negotiations with the preferred supplier.

Conclusion

Council’s Request for Tender to Operate and Manage the LCSRC was abundantly clear in its vision for a Community-First Facility and responded directly to Council Resolution 259 at the December 2023 Meeting and how the operation of the facility will provide all stakeholders with balanced access to both the sporting and recreation facilities, and that the core goal of the facility is to operate as a service to the community.

RECOMMENDATION

That Council receive and note the report.

Steven Kludass
Acting General Manager
General Managers Unit

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ATTACHMENTS:

AT-1	View	LCSRC - TENDER - RFT- Operation and Management - Section D Specifications for Vendor Panel Upload	46 Pages	Available Electronically
AT-2	View	LCSRC - TENDER - RFT- Operation and Management - KPI Scorecard - Annexure I for Vendor Panel Upload	2 Pages	Available Electronically