



Minutes

Council Meeting held
Thursday 22 August 2013

CONFIRMATION OF MINUTES

These minutes comprising pages 1 – 35 were confirmed by
Council on 26 September 2013 as a true and accurate record.

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Tony Dean
SHIRE PRESIDENT

Minutes

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1. DECLARATION OF OPENING/ANNOUNCEMENT OF VISITORS

The Chairperson declared the meeting open at 16.21 hours.

ATTENDANCE:

Councillors; Dean, Dunnet, Camarri, Gilbert, Longmore, Lorkiewicz, Mellema and Steer

Robert Jennings - Chief Executive Officer

Vic Smith - Manager Corporate Services

Chris Wade – Manager Infrastructure

Steve Thompson – Consultant Planner

VISITORS: 3

APOLOGIES: None.

2. RECORD OF ATTENDANCE/APOLOGIES/LEAVE OF ABSENCE

3. RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE

Murray Reynes

Q6. Can we have details of accommodation available at Day Hospital?

A6. The Council granted conditional planning approval for a “residential building” on Lot 3 (Plan No. 12565) Balingup-Nannup Road on 15 December 2011. In accordance with the site’s zoning, the approval limits a maximum of 20 persons staying overnight in the residential building. There are no restrictions as to who can stay in the residential building e.g. patients/clients, non-patients/clients.

At the time of assessing the application, the proposal was sent to the Department of Health for assessment and no comments with regard to the accommodation were returned. The Shire of Nannup has since sent further correspondence to the Department of Health on the matter but has not yet received a response.

The proponent has separately gained a Building Permit for the residential building.

4. PUBLIC QUESTION TIME

None.

5. APPLICATIONS FOR LEAVE OF ABSENCE

None.

6. PETITIONS/DEPUTATIONS/PRESENTATIONS

None.

7. DECLARATIONS OF INTEREST

There was 1 declaration of Interest presented during the meeting.

1. Cr S Camarri as member of the Danjangerup Cottages Committee,
Item 11.4 Lease – Danjangerup Cottages

8. CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS

9005 STEER/DUNNET

That the Minutes of the Ordinary Council Meeting of the Shire of Nannup held in Council Chambers on 25 July 2013 be confirmed as a true and correct record.

CARRIED 8/0

9. ANNOUNCEMENTS BY PRESIDING MEMBER WITHOUT DISCUSSION

None.

10. REPORTS BY MEMBERS ATTENDING COMMITTEES

WALGA Conference
Warren Blackwood Alliance of Councils meeting
Town Hall Centenary meeting

11. REPORTS OF OFFICERS

AGENDA NUMBER:	11.1
SUBJECT:	Draft Local Planning Policy No. 13 – Car Parking and Vehicular Access: Submitted for consent to publicly advertise
LOCATION/ADDRESS:	Applies throughout the municipality
NAME OF APPLICANT:	Shire of Nannup
FILE REFERENCE:	ADM 9
AUTHOR:	Steve Thompson, Consultant Planner
REPORTING OFFICER:	Robert Jennings – Chief Executive Officer
DISCLOSURE OF INTEREST:	Edge Planning & Property receive payment for planning advice to the Shire and declare a Financial Interest (section 5.70 of the Local Government Act 1995)
DATE OF REPORT	12 August 2013

- Attachment 1: Current Local Planning Policy No. 3 (LPP 003)
Attachment 2: Current Local Planning Policy No.13 (LPP 013) & Disability Access and Inclusion Plan – to be revised
Attachment 3: Draft *Local Planning Policy No. 13 Car Parking and Vehicular Access*

BACKGROUND:

The purpose of this report is to seek Council support to publicly advertise a draft planning policy relating to car parking and vehicular access.

Current Local Planning Policies No. 3 (LPP 003) and No. 13 (LPP 013) are set out in Attachment 1.

Current LPP 003 provides useful technical details on crossover construction standards which are supported, however there is no guidance as to what standard to apply for new subdivision or development applications. It is suggested that the crossover construction standards are more appropriate as a Works Policy rather than as a Local Planning Policy.

As outlined in section 14 of the draft *Car Parking and Vehicular Access Policy* (Attachment 2), some modifications are suggested as to limitations on the crossover subsidy. This includes clarifying that applicants/landowners who received planning approval incorporating a condition requiring the construction or upgrading of a crossover are not eligible for a subsidy and subdividers are not eligible for a subsidy.

Current LPP 013 is essentially the Council's *Disability Access and Inclusion Plan* and it provides limited guidance in assessing subdivision or development applications. In effect, the Council does not have a planning policy on car parking. The *Disability Access and Inclusion Plan* is not a Local Planning Policy and it is suggested this is more appropriate as an Administration Policy.

The provision of onsite car parking, for the use of the owners/operators, workers, customers and visitors to each lot, is a basic planning requirement to ensure public convenience, traffic management and the general amenity of an area. The *Shire of Nannup Local Planning Scheme No. 3* (LPS3) accordingly sets out the specific parking requirements for a range of development uses.

In the past, the standard of car parking and access for various developments (especially commercial and industrial developments) have on occasions created dust, drainage and safety impacts. In some cases, the standard of unsealed car parking does not enhance an area's amenity. For instance, the standard of car parking could be counter-productive to enhancing areas such as the town centre.

COMMENT:

Overview

To provide increased guidance to the Council, the Shire administration, landowners and applicants, the draft policy outlined in Attachment 2 is intended to generate community discussion and, in time, provide clearer guidelines for assessing planning applications and other proposals. The policy, if adopted, will assist the Council, amongst other matters, in determining planning applications and in providing its recommendations to the Western Australian Planning Commission on subdivision applications.

The draft policy:

- outlines where sealed car parking areas are required and where unsealed car parking is appropriate;
- sets a standard of sealed crossovers from sealed roads for new development and for subdivision applications;
- requires car parking areas and vehicular access to be properly constructed and drained;
- provides guidance on the location and design of car parking, vehicular access, loading and unloading bays, special purpose bays and crossovers;
- provides guidance in relation to cash-in-lieu payments and reciprocal parking;
- requires proponents to appropriately justify applications where development standards are requested to be varied;
- outlines where new subdivision roads and battleaxe access legs are to be sealed and where unsealed roads/access is appropriate; and

- highlights the Policy is not intended to be retrospectively applied to provide upgraded car parking or access standards to service existing development.

Key issues

Key issues associated with the draft policy include what zones or types of the development does the Council want to see sealed car parking, access ways and battleaxe access legs and where should sealed crossovers be required? The draft policy sets out that sealed car parking areas are generally in the Town Centre, Mixed Use, Residential and the Future Development zones and for the Special Use Zone (within and adjoining the Nannup town site). Sealed parking is required in the front setback area of the Industry zone (generally for use by customers/visitors). Sealed car parking is not a requirement in rural areas and in the Special Residential or Special Rural Zone. The draft policy supports sealed crossovers off sealed roads regardless of the zone.

Town Centre Parking

In preparing this draft policy, consideration has been given that in planning for moderate population growth and increasing levels of business activity in the town centre, there will in time be increased demand for street parking and parking spaces in public car parks. It is suggested that the responsibility to provide parking for the on-going needs of business and other activities in the town centre should be the responsibility of those generating the demand and should not generally fall to the Council. It is accepted that there may be a need for the Council to provide public parking facilities, from time to time, which are over and above funds received from cash-in-lieu payments from developers.

Availability of Street Parking

The need to provide off-street parking (on freehold land) is sometimes questioned on the basis that there is a sufficiency of parking spaces in the adjoining streets and in public car parks. Given that population and business activities are likely to increase over time it implies that the demand for parking will also increase correspondingly. The parking spaces in streets and in public car parks are considered by the Shire administration to be spaces available to all. These spaces are not specifically reserved for the customers of any particular business or land use in front of which they may be located. These spaces have their limitations and the time may come when they will not be adequate to meet demand.

Once kerb-side and public parking area spaces are utilised to their capacity, customers of businesses will only have recourse to off-street parking provided by the respective businesses or lobby the Council to provide additional public car parking facilities which it may not be able to afford.

It is a principle of this draft policy, that each new building/development will provide parking at the rate specified in LPS3 unless, in very exceptional cases, the Council is satisfied that there are mitigating circumstances that justify an exemption in part or in whole.

The Cost of Providing Parking

The cost of providing car parking has and will be questioned. Reasons include that the viability of businesses in the municipality may not be as great as elsewhere and, therefore, there is limited capacity to carry overheads such as parking areas, especially if they are required to be sealed and drained.

There are sound practical reasons for requiring a high standard of surfacing to parking areas, not the least of which is their attractiveness to potential users. Parking areas where lower order surfaces deteriorate and become uneven, pot-holed or muddy will be less likely to be used. This in turn impacts on the appearance of the area and can, in time, have implications on whether people chose to invest, shop or visit in the area.

Gravel surfaces, for example, are prone to deterioration with the prospect that gravel or mud are carried onto roads as vehicles leave the respective sites and can create hazards.

Parking and Crossovers in Industrial Areas

Proprietors of industrial enterprises in other municipalities have raised concerns that sealed crossovers and parking areas are unnecessary. In some cases, the parking and crossovers are vulnerable to damage caused by types of machinery that are used or brought to the property, such as tracked or very heavy vehicles brought to workshops for repair. Problems such as these are recognised. It is however noted that a properly constructed car park and crossover can be as strong as a road, and there is often an expectation that these same vehicles will be permitted to drive on Shire roads.

The draft policy seeks a balanced approach to car parking in industrial areas. In particular, the draft policy seeks to progressively improve the appearance of industrial areas versus sealing large car parking areas. In this regard, the draft policy sets out that exemptions can be made to the requirement for a fully sealed surface over all areas likely to be used for traffic movement and parking on Industry zoned land. A need is still seen, however, for parking areas to be sealed (in the front setback area) and drained together with the driveways and access crossovers linking parking areas to the street. This would only apply to new built development (and not a change of use) and it would not be applied retrospectively. For minor additions and minor new development, the Shire would seek a balanced outcome for upgrading car parking and access related to the scale of the development.

Next Steps

The draft policy is considered appropriate to be publicly advertised for community and stakeholder comment. If Council agrees, submissions will be invited through various methods. Following this, the Council can consider whether or not to finally adopt the policy with or without modification.

Public advertising of the draft policy will assist to draw out comment from the community and stakeholders. It is proposed to consult widely for a six (6) week period by the Shire administration writing to and inviting comments from wide-ranging stakeholders and government agencies, placing public notices and details in local papers on multiple occasions, placing details on the Shire website and information being available at the Shire office.

The goal of the draft policy is to encourage community and stakeholder debate and to seek the receipt of submissions. Following the close of the consultation period, the Council and the Shire administration will consider the submissions and determine whether the draft policy is suitable for final adoption or whether it should be modified. The objective is to finalise a policy which will assist to increase certainty for everyone with an interest in this issue and which will provide increased guidance to Council and the Shire administration in assessing planning and subdivision applications.

STATUTORY ENVIRONMENT:

Planning and Development Act 2005 and LPS3. Section 2.4 of LPS3 provides the ability to prepare, amend or rescind a Local Planning Policy.

POLICY IMPLICATIONS:

Local Planning Policies are non-statutory documents which provide guidance to assist the Council in its decision making. Accordingly, the Council is not bound by the policy but is required to have regard to the policy it determine planning applications.

Subject to Council's resolution, the Shire administration will publicly advertise the draft *Car Parking and Vehicular Access Local Planning Policy* to the community and stakeholders.

FINANCIAL IMPLICATIONS:

The provision of car parking is an impost upon new developments but nevertheless is considered a necessary one. This is because the traffic that each development generates and the expectation of patrons of various facilities that parking will be available to them at the places they attend. If the car parking is not provided by the development, the responsibility and cost to provide the car parking is shifted to the Shire ratepayer through the need to provide and maintain more public car parking (particularly relevant for the town centre).

The provision of sealed crossovers is also impost upon new developments.

There are costs to the Shire in advertising the draft policy.

STRATEGIC IMPLICATIONS:

The policy, if adopted, will assist:

- the decision-making of the Council and the Shire administration;
- to inform applicants/landowners of Council requirements; and
- to raise community and stakeholder awareness.

VOTING REQUIREMENTS: Simple Majority.

RECOMMENDATION:

That Council:

1. Support the public release of draft *Local Planning Policy 13 – Car Parking and Vehicular Access* outlined in Attachment 2 and require the draft policy to be publicly advertised in accordance with the requirements set out in the *Shire of Nannup Local Planning Scheme No. 3* with an increased advertising period of six weeks.
2. Will reconsider draft *Local Planning Policy 13 – Car Parking and Vehicular Access* following the close of the public submission period and will determine whether or not to adopt the policy with or without modification.
3. Adopt the technical details of current Policy LPP 003 as a Works Policy, with details relating to crossover subsidies modified to confirm that:
 - applicants/landowners who received planning approval incorporating a condition relating to constructing or upgrading a crossover are not eligible for a subsidy; and
 - subdividers are not eligible for a subsidy for freehold (green title) or strata title lots.
4. Adopt the Council's *Disability Access and Inclusion Plan* as an Administration Policy when updated.

9006 LONGMORE/STEER

That Council:

1. Support the public release of draft *Local Planning Policy 13 – Car Parking and Vehicular Access* outlined in Attachment 2 and require the draft policy to be publicly advertised in accordance with the requirements set out in the *Shire of Nannup Local Planning Scheme No. 3* with an increased advertising period of six weeks.

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2. Will reconsider draft *Local Planning Policy 13 – Car Parking and Vehicular Access* following the close of the public submission period and will determine whether or not to adopt the policy with or without modification.
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 - applicants/landowners who received planning approval incorporating a condition relating to constructing or upgrading a crossover are not eligible for a subsidy; and
 - subdividers are not eligible for a subsidy for freehold (green title) or strata title lots.
4. Adopt the Council's *Disability Access and Inclusion Plan* as an Administration Policy when updated.

CARRIED 7/1

Voting for the motion:

Dean, Dunnet, Gilbert, Longmore, Lorkiewicz, Mellema and Steer.

Voting against the motion:

Camarri.

C U R R E N T

Policy Number:	LPP 003
Policy Type:	Local Planning Policy
Policy Name:	Installation of a Standard Crossover
Policy Owner:	Manager Development Services

Authority: Local Government Act 1995 Sch 9.1.7
 Local Government (Uniform Local Provisions) Regulations 1996
 Reg 12, 13, 14 & 15
 Shire of Nannup Local Planning Scheme No3

OBJECTIVES

The objectives of this policy is:

1. To meet the requirement for Local Government to subsidise the installation of a standard crossover to 50% of the Council estimated cost.
2. To define what constitutes a "standard Crossover" (*the Specification*).
3. To ensure that all constructed crossovers are built to Council's specifications.

DEFINITIONS**Property:**

A separate identifiable land parcel or a combination of land parcels that can be rated as a single rateable property (ie. contiguously rated).

Rural:

All land contained within the "Agriculture, Agriculture Priority 1 Scott Coastal Plain, Agriculture Priority 2 and Coastal Landscape" zones as defined within the Local Planning Scheme No.3

Residential:

All land contained within the "Residential and Special Residential" zones as defined within the Local Planning Scheme No.3.

Commercial:

All land contained within the "Mixed Use and Town Centre" zones as defined within the Local Planning Scheme No.3

Industrial:

All land contained within the "Industry" zone as defined within the Local Planning Scheme No.3

Standard Crossover:

Rural (gravel): *Installation of stormwater drainage pipes (concrete or extruded metal type only and constructed using compacted gravel in accordance with the Council's Standard Rural Crossover Specifications to provide access from a dedicated road to the property boundary.*

Rural (sealed): *Installation of stormwater drainage pipes (concrete or extruded metal type only), constructed using compacted gravel and a two (2) metre bitumen spray sealed strip at the junction with the sealed road surface in accordance with the Council's Standard Rural Crossover Specifications to provide access from a dedicated road to the property boundary.*

Residential: *Installation of stormwater drainage pipes (concrete or extruded metal type only) and constructed using reinforced concrete in accordance with the Council's Standard Residential Crossover Specifications to provide access from a dedicated road to the property boundary.*

Commercial: *Installation of stormwater drainage pipes (concrete or extruded metal type only) and constructed using reinforced concrete in accordance with the Council's Standard Commercial Crossover Specifications to provide access from a dedicated road to the property boundary.*

Industrial: *Installation of stormwater drainage pipes (concrete or extruded metal type only) and constructed using a hot mix bituminous overlay in accordance with the Council's Standard Industrial Crossover Specifications to provide access from a dedicated road to the property boundary.*

POLICY

1. Council will pay a subsidy of 50% of the estimated cost of Council's relevant **standard crossover** requirement, adjusted by CPI (based on the Perth All Groups as at the 30th June each year);
2. The subsidy will only be paid for the first (1st) approved crossover per property rural or urban, additional crossovers per property can be approved but no Council crossover subsidy will apply. Any additional crossovers must comply with Council minimum standards.
3. The subsidy will be 50% of the estimated cost of a "standard crossover" with the landowner meeting all additional costs for anything above the standard crossover specification.

4. The subsidy will only be paid upon completion of the crossover and after being inspected and authorised by the Shire;
5. The subsidy will not be paid retrospectively (for crossovers installed without prior approval) or when the crossover is not constructed to Council's minimum specifications.
6. Crossovers within the "*Cluster Farming, Special Rural and Special Use*" zones are to be designed to meet the category to suit the predominant use on the property.

Related Policies:	LPP 002 Private Stormwater Drainage Connections to Council's Drains
Related Procedures/ Documents	1. LPP002 Crossover & Driveway Specification <u>LPP003 Attachment 1a.docx</u> 2. LPP002 Shire of Nannup Stormwater Management Procedure <u>LPP002 Attachment 1.docx</u>
Delegation Level:	CEO, CEO to WM
Adopted:	OM 22 April 2010.
Reviewed:	



LOCAL PLANNING POLICY 003: CROSSOVER AND DRIVEWAY SPECIFICATION

GENERAL

This specification is made pursuant to the provisions of sections of the Local Government Act, 1995, Schedule 9.1(7) and the Local Government (Uniform Local Provisions) Regulation 1996, Sections 12, 13, 14, 15 and 16.

Under the Council's Policy LPP 003 a 'Standard Crossover' place shall provide either;

- a) a minimum 3.00m wide pavement splayed at the kerb with a one (1) metre x three (3) metre splay on each side, constructed in accordance with Council's specifications for **URBAN** properties; OR
- b) a minimum 4.00m wide trafficable area splayed at the road edge with an area sufficient to accommodate turning vehicles that is constructed in accordance with the specifications for **RURAL** properties.

It should be noted that these specifications only apply to roads controlled by Council. Roads controlled by Main Roads Western Australia must have vehicle crossing places built to their specifications under the Local Government Act.

A subsidy of 50% of the estimated cost to install a "Standard Crossover" either in the urban or rural areas is payable to the PROPERTY OWNER, if the crossover is constructed to the Council's adopted specification and subsidy applied for within 6 months of completion of the residence.

No subsidy is payable for the construction of a crossover unless an application is made to the Council, the proposed crossover complies with the design specifications and Council gives approval prior to construction works commencing. Any such approval will only be for the first (1st) driveway.

URBAN PROPERTIES

Council may authorise the payment of a subsidy only where the following types of driveway have been constructed:

- a) Urban:
 - a. Sprayed Bitumen (ie two coat seal)
 - b. Bituminous Concrete (hotmix or asphalt)
 - c. Insitu Concrete
 - d. Paving Bricks or Blocks
- b) Rural



- a. Unsealed Roads - Compacted Gravel or Limestone
- b. Sealed Roads - Sprayed Bitumen (ie two coat seal) for at least the first two (2) metres from the road edge.

NOTE: If the property owner wishes to construct a crossover he/she should be advised that compacted gravel or limestone is not acceptable in the urban area and that concrete is the preferred construction material as it is a low maintenance and provides a long lasting service life.

RURAL PROPERTIES

Council subsidy is payable for gravel or limestone if all other aspects of the specification are adhered to.

MULTIPLE CROSSOVERS

Council may permit a second crossover & driveway subject to application and approval from the Works Manager. There is no subsidy applicable to additional crossovers.

URBAN PROPERTIES

Principle requirements for BRICK PAVED CROSSOVERS (Design 1):

- a) A clay brick or concrete paving block crossing shall consist of a minimum of:
 - a. 100mm (residential), 150mm (commercial) or 200mm (industrial) of compacted thickness of approved base course material (ie approved road making gravel or road base). It is to be spread, rolled, water bound and levelled to conform with the proposed shape and grade of the crossover.
 - b. Compacted bedding sand layer of 30mm.
 - c. Firm edge restraints to prevent lateral movement of paving blocks at edges.
 - d. Minimum paver thickness - 50mm (Split pavers are not acceptable).
- b) Construction of Pavement:
 - a. Sheets of plywood of minimum thickness of 12mm shall be laid on the pavers to prevent the compactor coming in direct contact with the surface. Two (2) passes with a high frequency, low amplitude plate compactor (having an area sufficient to cover a minimum of 12 pavers) shall be used for compaction.
 - b. After compaction, the joints shall be filled with clean dry siliceous sand 100% passing a 2.36mm sieve which should be brushed into joints. A further two (2) passes with the plate compactor shall be applied.

- c. Road and Property Edge - Where the street has not been kerbed a 20 Mpa concrete beam 150 x 150mm shall be constructed at the carriageway, to a neatly cut edge. If the crossing construction is not continuous with the internal driveway, a beam is also to be constructed on the boundary. The edge restraint at the carriageway is to coincide with the future street kerb face line as advised by Council. Soldier course pavers set on 100mm of concrete may be used as an alternative to the beam. Where the street is kerbed a soldier course is to be used immediately behind the kerbing.

Principle requirements for CONCRETE CROSSOVERS (Design 1):

- a) Minimum thickness
 - a. Residential 100mm
 - b. Commercial/Industrial 150mm with F82 mesh
- b) Concrete strength 25 Mpa @28 days.
- c) Finish: Broom finish, free of depressions
- d) Contraction Joints Minimum depth of 10mm located at splay junctions or at spacing not exceeding 1.80m.
- e) Expansion Joints 12mm wide Canite material full depth of crossing with spacing not exceeding 3.60m and around any obstructions. Jointing with road and kerb must be neat, matched and free of sharp edges, corners and spillage. An expansion joint is required at the boundary line and at the back of the kerb, to allow for the expansion and contraction of the concrete.

Principle requirements for BITUMEN CROSSOVERS (Design 2)

- a) Minimum thickness:
 - a. Residential: 125mm compacted gravel
 - b. Commercial: 200mm compacted gravel
 - c. Rural: 200mm compacted gravel
- b) Bitumen application: First coat 1.2 litres/1.0m², Second coat 1.0 litres/1.0m²
- c) Stone size 5mm Basalt or Diorite(or approved equivalent) rolled between coats per bitumen application.
- d) Edge restraints 100mm x 25mm Jarrah

Principle requirements for BITUMINOUS/CONCRETE/ASPHALT CROSSOVERS (Design 2)

- a) Minimum thickness

- a. Residential 125mm compacted gravel
- b. Commercial 200mm compacted gravel
- b) Asphalt thickness
 - a. Residential 20mm Asphalt
 - b. Commercial 25mm Asphalt
- c) Edge restraints: 100mm x 25mm Jarrah

**Principle requirements for COMPACTED GRAVEL/LIMESTONE CROSSOVERS
(Design 2)**

- a) Minimum thickness Rural 200mm compacted gravel
- b) Bitumen application First coat 1.2 litres /1.0 m² Second coat 1.0 litres/1.0m² (where 2m edge strip required).
- c) Stone size 5mm Basalt or Diorite(or approved equivalent) rolled between coats per bitumen application.
- d) Edge restraints: 100mm x 25mm Jarrah

GENERAL DIMENSIONS

- a) Minimum width at roadside (including splay)
 - a. Residential 4.80m
 - b. Duplex 6.00m
 - c. Commercial 8.00m
 - d. Rural 6.00m
- b) Maximum width at roadside (including splay)
 - a. Residential 6.0m
 - b. Duplex 7.5m
 - c. Commercial 10.0m (unless pre-agreed)
 - d. Rural 10.0m
- c) Minimum Splay Size: 1.00m x 3.00m 17.
- d) Length Varies

LOCATION

In locating crossovers the following is to be considered:

- a) Every endeavour should be made to avoid public service utility facilities and trees present in the verge when locating the vehicle crossing/driveway.
- b) Any relocation of, or alterations to, the existing service facilities and/or the removal of trees to make way for the crossing/driveway shall be arranged and

paid for by the property owner.

- c) If the proposed location of a crossover conflicts with the location of existing services, such as manholes, power poles, street trees, etc it is the responsibility of the Owner/Agent/Developer to relocate such services.
- d) The crossing is not to be positioned within a corner truncation or closer than 7.0m from the property line intersection point at corner sites where no truncation exists on lot or 1.0m where truncation does exist.
- e) The crossing will be constructed 90 degrees to the kerblines.
- f) Trees and Shrubs:
 - a. Permission must be obtained from Council's Parks and Gardens section BEFORE trees or shrubs can be relocated or removed. Please contact the Council's Works Manager on 9756 1018 to arrange an inspection.
 - b. In Special Rural and Rural areas with significant vegetation on the verge, the crossover will need to be located to achieve sight distances and avoid unnecessary removal of vegetation. Please contact the Works Manager on 9756 1018 for further information and advice.

LEVELS AND SHAPE

- a) Mountable Kerbed Roads:
The crossover shall commence at the top of the kerb and rise 50mm to a point 2.0m behind the kerb. Beyond that point the crossover/driveway may be graded to match the level of the property boundary or internal driveway.
- b) Barrier Kerbed Roads:
The kerbing shall be removed to a width sufficient to accommodate the crossing and splays. The drainage channel along the kerb face must be maintained. The crossover shall be 'bull nosed' to rise to the same level as the top of the kerb at a point 450mm behind the kerb. The crossover shall then rise 50mm to a point 2.0m behind the kerb. Beyond that point the crossover may be graded to match the level of the property boundary or internal driveway.
- c) Un-kerbed Roads:
The crossover shall commence at the edge of seal and shall be 'bull nosed' to rise 120mm at a point 450mm behind the kerb. The crossover shall then rise 50mm to a point 2.0m behind the kerb. Beyond that point the crossover may be graded to match the level of the property boundary or internal driveway.
- d) Rural:

Crossover may be constructed to a profile that best suits the natural ground levels such that there are no significant changes in levels. Where the crossover crosses a 'swale drain' it will require a pipe culvert and headwall structure. The minimum pipe diameter is to be 300mm with the headwall rising above the crossover level.

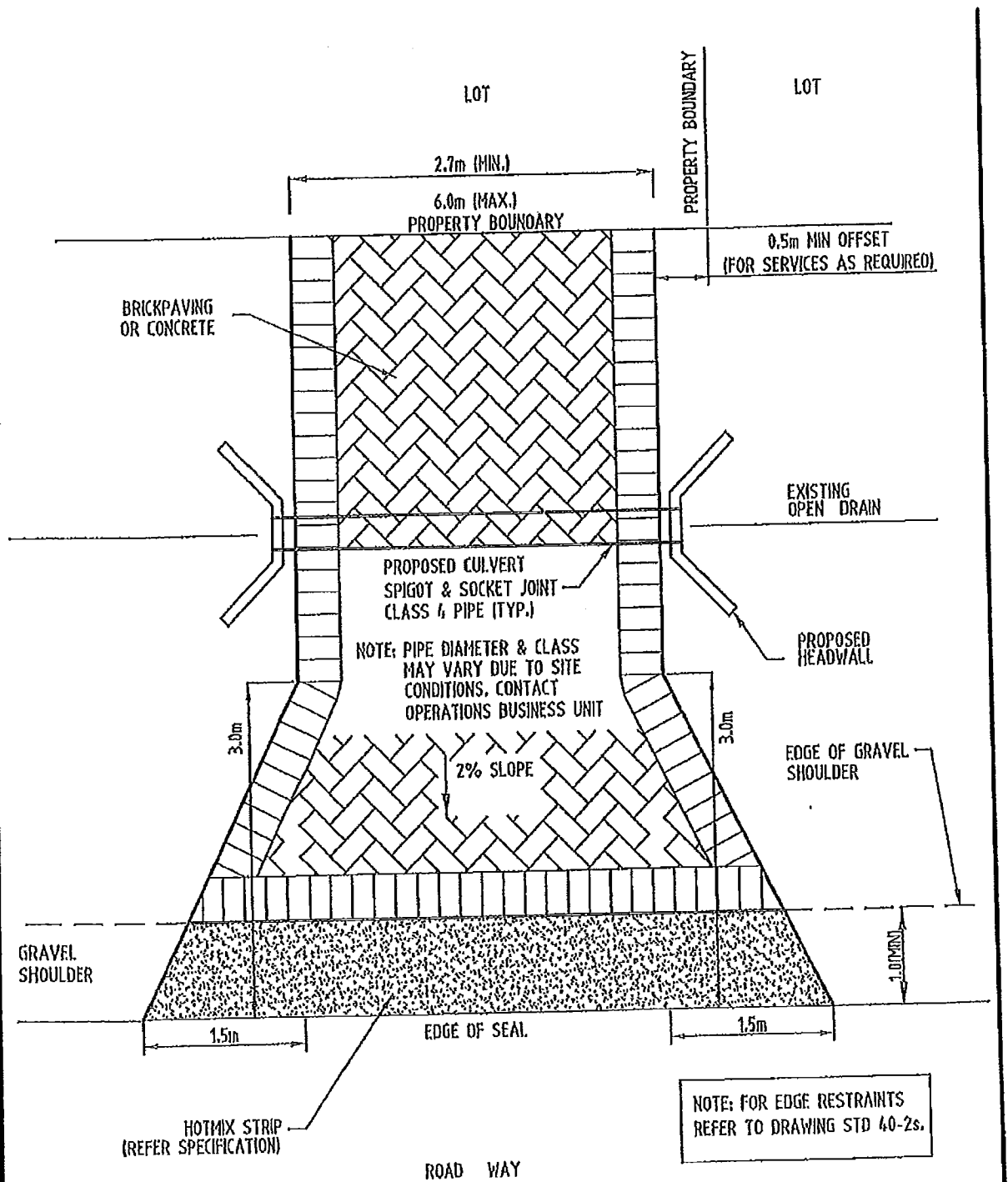
All special rural developments require a sealed and drained crossover where a sealed road frontage exists. The crossover is to be a two coat seal.

All rural developments require a sealed and drained crossover where a sealed road frontage exists or a gravelled and drained crossover where a gravelled road exists.

No edging or kerbs to protrude above ground level between boundary and road due to possible trip hazards.

Attachments:

1. Standard Drawing No.1 - Brickpaved and Concrete Crossover Design
[LPP003 Attachment 1.1.pdf](#)
2. Standard Drawing No.2 - Two Coat Seal or Asphalt Strip Crossover Design
[LPP003 Attachment 1.2.pdf](#)
3. Standard Drawing No.3 - Corner Lots Crossover Location
[LPP003 Attachment 1.3.pdf](#)



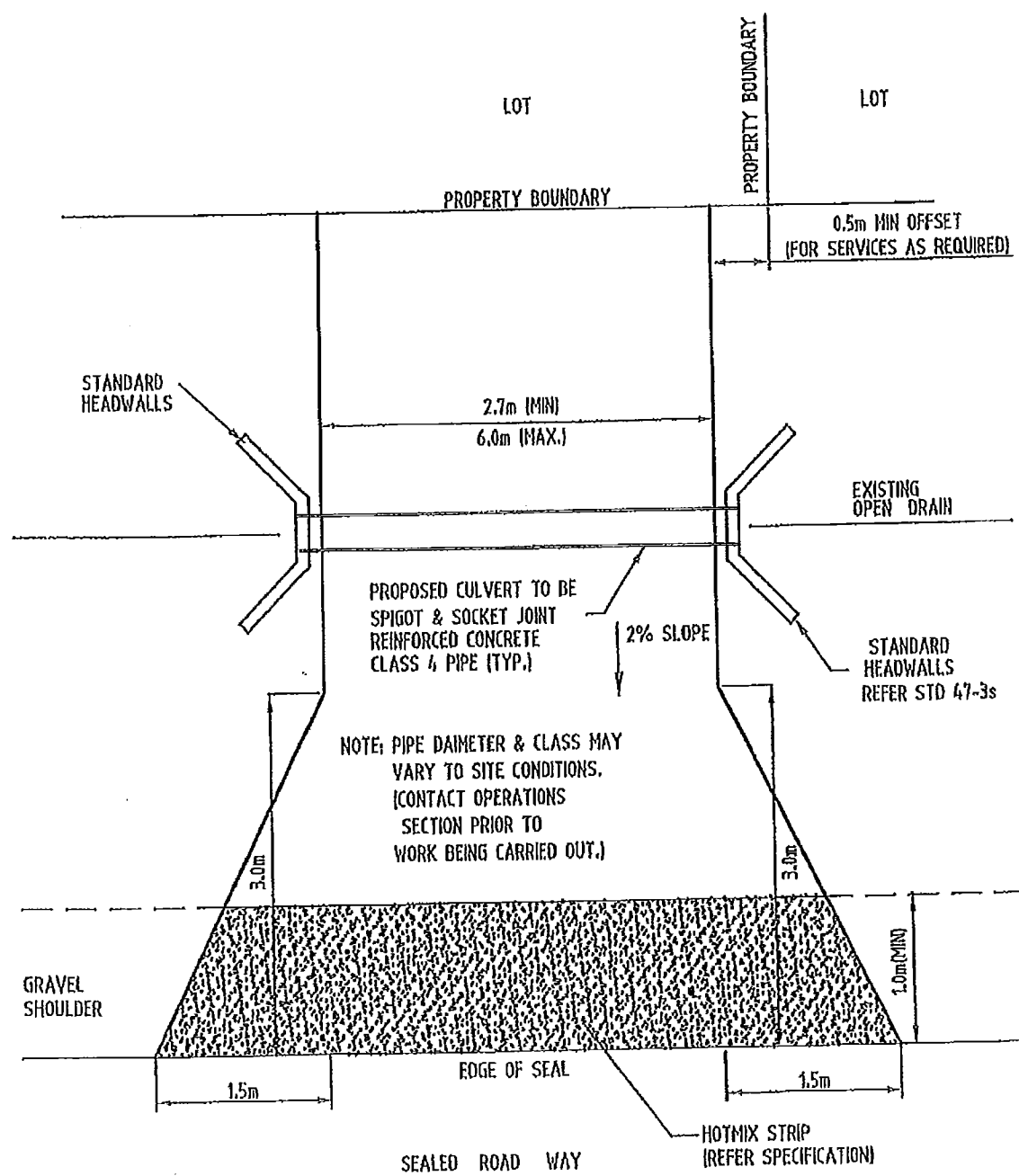
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SHEIRE OF NANNUP

DRAWING No :

STD 1

AMENDMENT No:



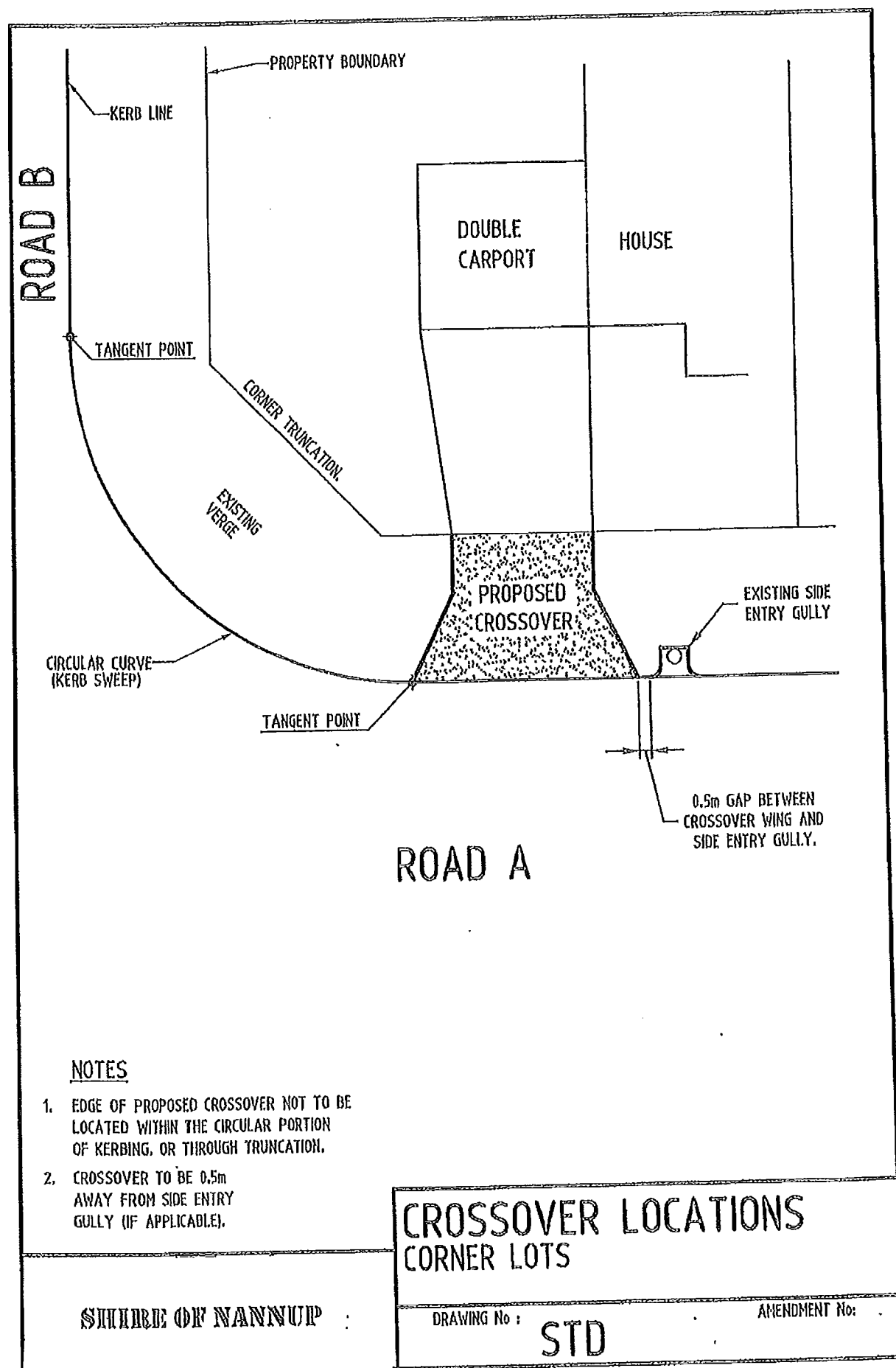
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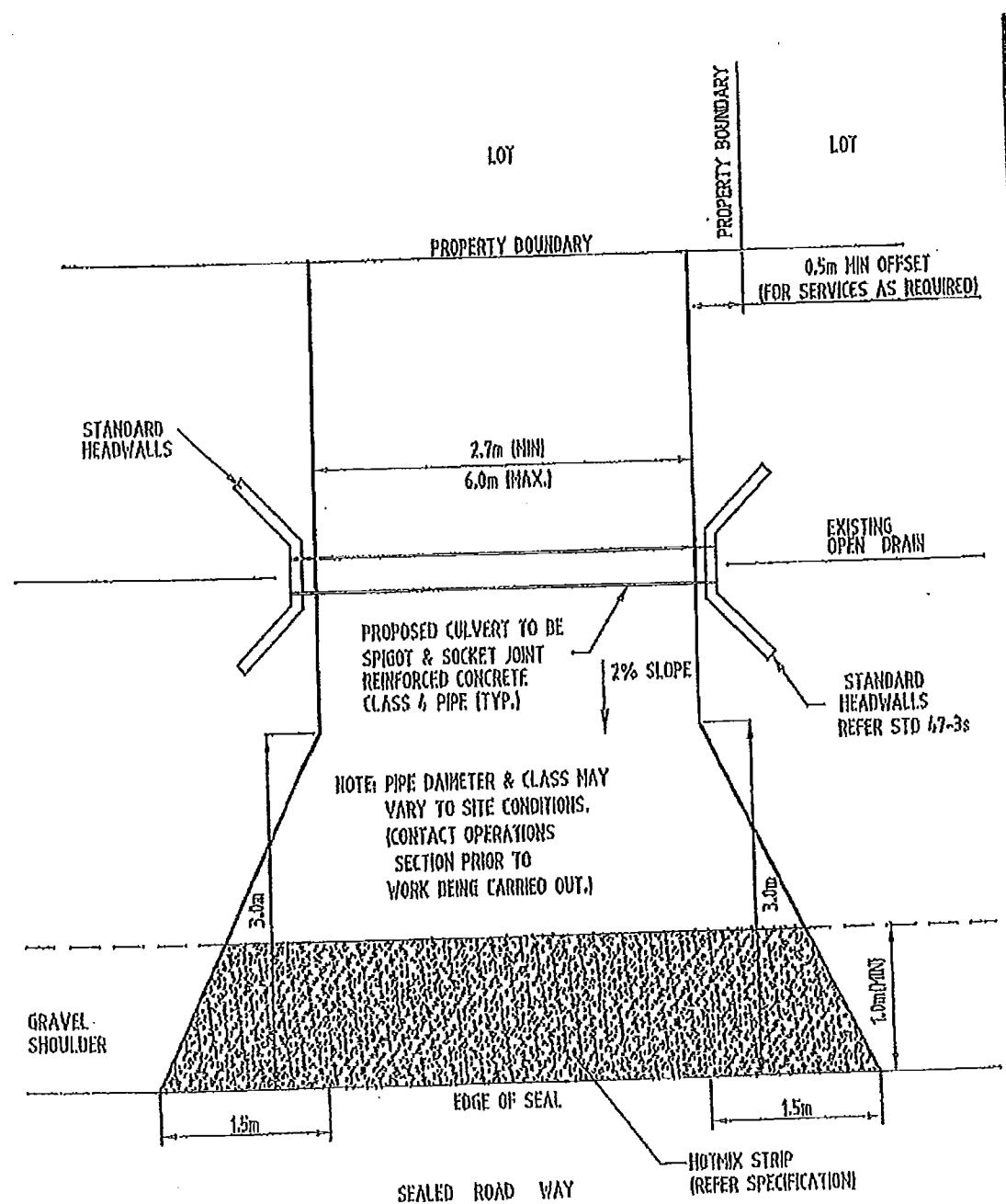
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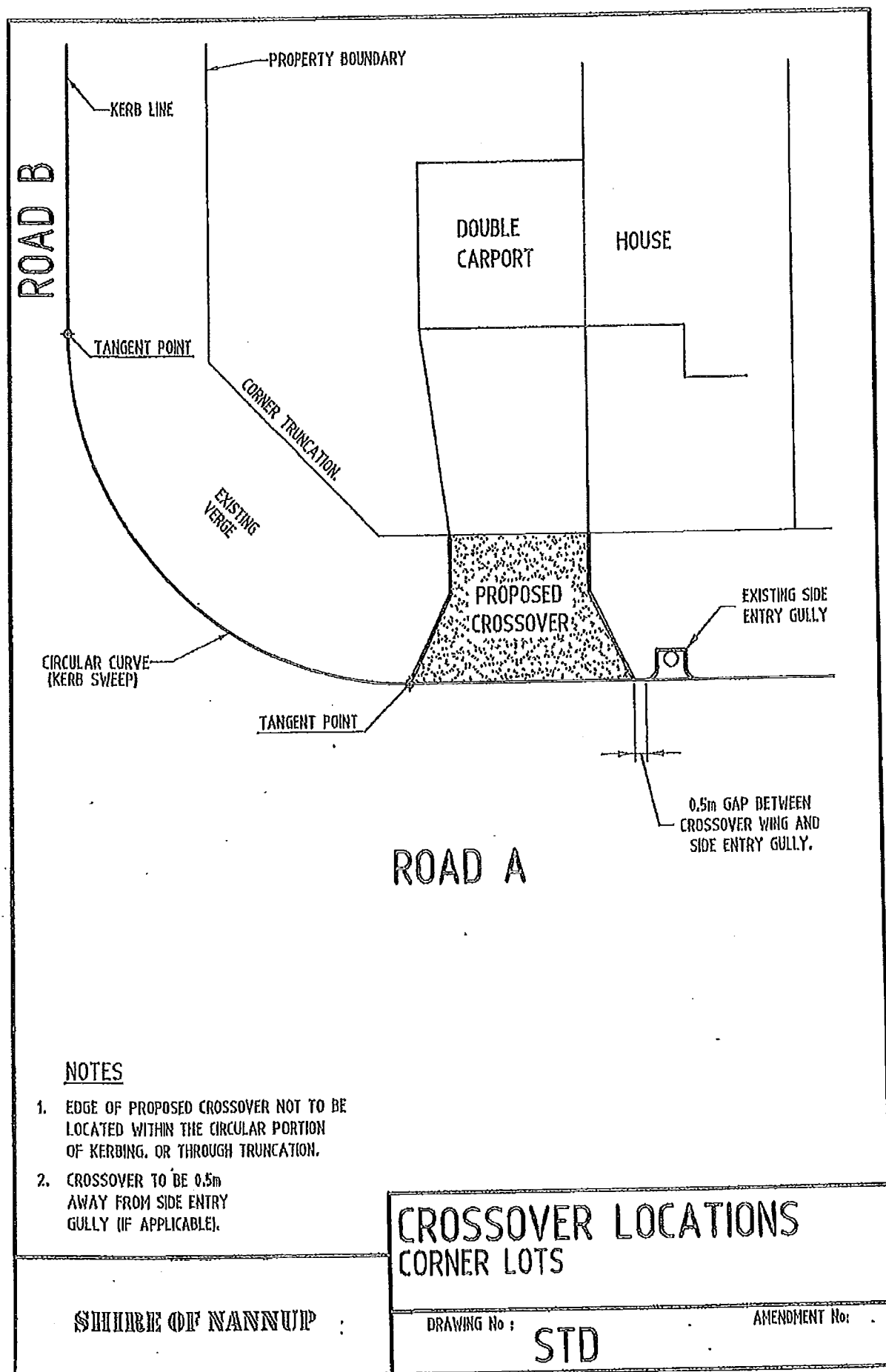
CROSSOVER
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SHIRRE OF NANNUP

DRAWING No 1

STD 2

AMENDMENT No:





Local Planning Policy 002: Stormwater Management Procedure

Stormwater from buildings and surface water runoff is the responsibility of the owner to manage and contain on their property. The Building Code of Australia (BCA) has standards (3.1.2.5), to protect the building from water damage. In the Shire of Nannup, about 900mm of rain falls on each square metre of land in a year. For the average house lot (1012m²) this is 911,000 litres that needs to be controlled. In clay soils in newer urban areas a stormwater system is available to connect to, to help with stormwater management.

Residential

1. Where there is no available stormwater system to connect to, you will need to provide 1 m³ of on-site storage for every 100m² of impervious surface, which is the total of all roofs, paving and driveways. As a guide a 900 x 900 soakwell will hold about 0.5m³. Where a stormwater connection system is available, the landowner is required to provide a silt trap on the property side of the connection point (see *diagram below*).
2. Gutters and downpipes need an overflow relief in the event of a blockage in the stormwater system. The gutter may be designed to prevent flooding, and downpipes should not be directly connected to the stormwater pipes below ground, without some means of escape.
3. Sub soil drains are required to be connected to the stormwater disposal system. These pipes need to work efficiently for the structural integrity of your house, so maintenance is essential.
4. Paving around the house needs to be a minimum 50mm below the house floor level, and, slope down a minimum 25mm in the first metre away from the building. Some paving areas may also need to be connected to a drainage system, depending on the landscape.
5. Driveways that fall towards the street need to have a stormwater grate at the edge of the property to catch the run off.

Commercial

1. Commercial developments need to manage stormwater on site, and because of the large areas of impervious surface, the design of the system will usually need to be slowly released to the street system where available, through a slow release silt trap. The design would usually require a professional consultant or engineer.
2. All storm water pipes from private property that have been approved to discharge into Council storm water drainage system must be connected via a storm water grate as detailed below:

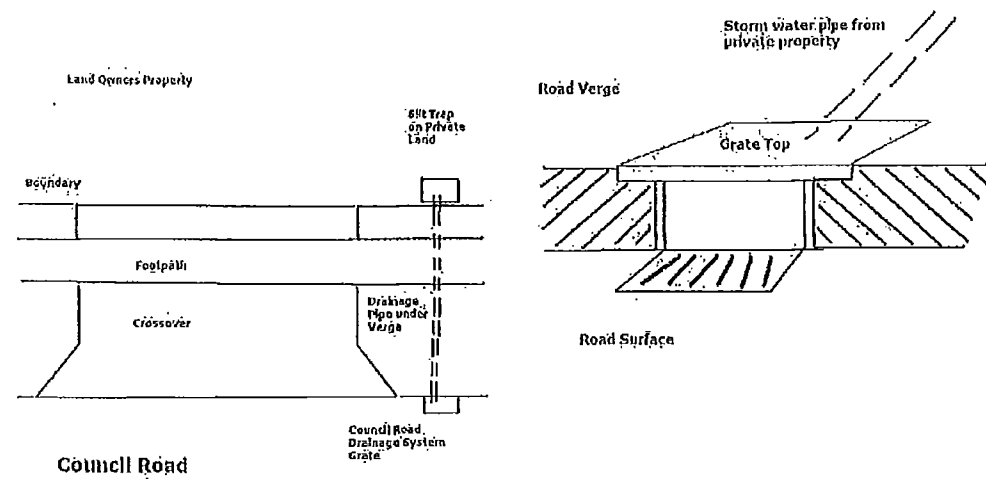
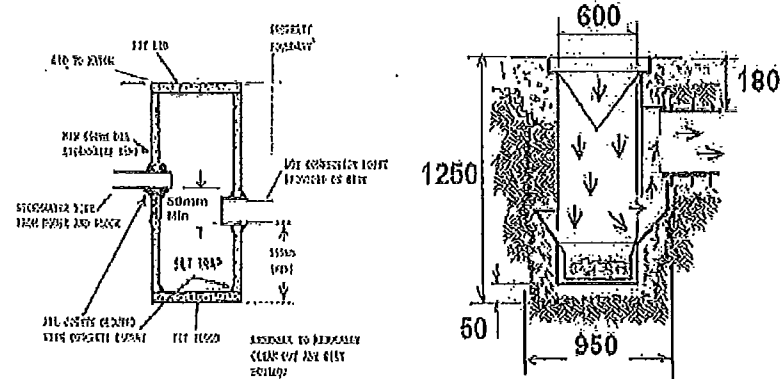


Diagram 2: Residential Silt Trap

Commercial Pollutant Arrestor Pit



C U R R E N T

Policy Number:	LPP 013
Policy Type:	Local Planning Policy
Policy Name:	Car Parking
Policy Owner:	Manager Development Services

Authority: Local Government (Parking for the Disabled) Regulations 1988
 Shire of Nannup Local Planning Scheme No.3
 State Planning Policy 3.1 Residential Design Codes(Variation)
 Shire of Nannup Parking & Parking Facilities Local Law 2007
 AS 2890.1-1993 Car Parking – Appendix C - *Guidelines for Provision of Parking Spaces for People with Disabilities*

OBJECTIVE

This policy provides guidelines for persons who wish to undertake retail/wholesale/office business activities to provide adequate disabled car parking for their developments within Nannup Townsite.

DEFINITION**Disabled Parking:**

That is to be provided for the use of disabled staff and customers associated with the development. The carpark shall be provided within the lot boundaries of the development or may be within the road reserve adjoining the development if approved by Council.

POLICY

All disabled parking bays are to be designed and constructed in accordance with the provisions of the *State Planning Policy 3.1 Residential Design Codes (Variation 1)* and the *Australian Standard AS 2890.1-1993 Car Parking – Appendix C – Guidelines for the Provision of Parking Spaces for People with Disabilities*.

Related Policies:	
Related Procedures/ Documents	Shire of Nannup Disabilities and Inclusion Plan 2006 Attachments\Community Access and Inclusion Plan.doc
Delegation Level:	CEO, CEO to MDS
Adopted:	OM 22 April 2010.
Reviewed:	



DISABILITY ACCESS AND INCLUSION PLAN

MARCH 2011

BACKGROUND

The Shire of Nannup

Nannup is a scenic community of approximately 1200 people nestled in the beautiful Blackwood River Valley 300 kilometres south of Perth, and centrally located between the towns of Busselton, Margaret River, Manjimup and Bridgetown.

Historically, Nannup was a timber milling town and, while timber is still a major industry, the area's natural beauty, together with its unique character and heritage, is becoming a popular tourist draw card in the South West region.

The Shire of Nannup manages and maintains public infrastructure facilities including roads, paths, drains, community buildings and recreation spaces. The Shire also provides a range of services such as shire staffed office services, library, community and recreation facilities and programmes. The quality of this infrastructure is vital to the social and economic well-being of the shire as a whole community as it enhances the lives of all people, especially those community members and visitors that have disabilities and diverse needs.

People with Disabilities in the Shire of Nannup

The residential population of the Shire of Nannup is currently estimated at 1304 (2006 Census) with a .9% annual growth. According to the Australian Bureau of Statistics (ABS Survey of Disability, Aging and Carers (2006), 20.6% of Australians or more than 1 in 5 people identify themselves as having some form of disability.

Planning for Better Access and Inclusion for People with Disabilities

The Shire of Nannup Disability Access & Inclusion Plan (DAIP) for 2010-2015 has been designed to meet the requirements of the Western Australian Disability Services Act (1993 amended 2004), the Commonwealth Disability Discrimination Act (1992) and the Equal Opportunity Amendment Act, Western Australia (1998, amended 1988). It responds to new initiatives by the State and Federal governments in recent years and sets the stage for responding to diversity by expanding upon previous disability service plans and the Disability Service Commission Strategic Plan 2010 – 2015 to incorporate the needs of all members of the community. It has a particular focus on nurturing a community where diversity, difference and a sense of identity is respected and valued. These values are underpinned by a commitment from the council to the creation of fair and equitable access for all residents and visitors to the shire. The plan is subject to annual review and may be amended and extended as priorities and needs change.

The vision of the DAIP is for an accessible and inclusive community and the format will concentrate on six key areas:

Quality of existing and future services

Access to buildings and facilities

Access to shire supported events and projects

Information and communication
Opportunities to make complaints
Opportunities to participate in public consultation

Responsibility for Implementing the Disability Access & Inclusion Plan

It is a requirement of the Disability Services Act that public authorities must take all practical measures to ensure that the Disability Access and Inclusion Plan is implemented by its officers, employees, agents and contractors. Implementation of the Disability Access and Inclusion Plan is the responsibility of all areas of Council. Some actions in the Action Plan will apply to all areas of Council while others will apply to a specific area. The Action Plan sets out who is responsible for each action.

Communicating the Disability Access and Inclusion Plan to Staff and People with Disabilities

- Council has a copy of the Disability Access and Inclusion Plan available on the Shire of Nannup website.
- Each year as plans are amended both staff and the community will be advised of the availability of updated plans.

Review, Reporting and Evaluation Mechanisms

Review and Reporting

- An appointed Council Officer will undertake an annual review of the Disability Access and Inclusion Plan in consultation with people with disabilities within the community, community groups and organizations that provide direct and indirect services to people with disabilities, event management organizers and Council staff.
- Prior to 31 July each year, an annual report will be lodged to the Disability Services Commission advising progress made by the local government authority and any agents/contractors in relation to achieving the six desired Disability Access and Inclusion outcomes and strategies employed by Council to inform its agents/contractors of its Disability Access and Inclusion Plan.
- Council will fulfil the Disability Services Act requirement to lodge a copy of any amendments to the Disability Access and Inclusion Plan with the Disability Services Commission.

Evaluation

- Council will receive any status reports on the Community Access and Inclusion Planning process to be used in seeking feedback from the community.

- Notification about the consultation process will be placed in the local newspaper, posted on the Shire's website and circulated to disability service providers within the Shire.
- Elected members of Council and Council officers will also be requested to provide feedback on how well they believe the strategies are working and to make suggestions for improvement.

OUTCOME 1: EXISTING FUNCTIONS, FACILITIES AND SERVICES ARE UNIVERSALLY ACCESSIBLE

STRATEGY	BARRIERS	ACTION	TIMEFRAME	RESPONSIBILITY
Library	People not aware that Shire staff will provide assistance in the library.	Place sign on main counter indicating that assistance is available.	Ongoing	Executive Officer Trainee
		Shire staff move around counter to help borrowers.	Ongoing	Executive Officer Trainee
		Integrate large print section into main library with individual spine signage	2011	
		Investigate installing large computer screen with interactive keyboard	2013	Executive Officer
		Purchase audio books, e books and music CD's for library.	2012	Executive Officer
		Investigate opportunity for hospital residents to access library on weekly basis or delivery service to hospital and Danjangerup Cottages	2012	Executive Officer CDO
		Investigate free internet service for people with disabilities	2014	Executive Officer

STRATEGY	BARRIERS	ACTION	TIMEFRAME	RESPONSIBILITY
Building Standards	Counter is too high	Check BCA standards in relation to counter height, alter if required	2012/13	Planning Department
		Check plans prior to approval for compliance with Australian Standards as best practice.	Ongoing	Planning Department

OUTCOME 2: ACCESS TO BUILDINGS AND FACILITIES IS IMPROVED

STRATEGY	BARRIERS	ACTIONS	TIMEFRAME	RESPONSIBILITY
Footpaths	Existing footpaths not user friendly to people with mobility problems	Undertake an audit of townsite footpaths and establish priorities for upgrading, replacement and construction to be considered during annual Council budget deliberations	2011	Grant funded and Project Managed Works Department
	Lack of tactile markers	Tactile markers to be purchased and laid onto footpaths	2011-12	Works Department
Main Shopping Precinct	Traffic speed through town	Lobby to have speed limit in main precinct reduced to 40km per hour	2011-14	Planning Department
		Investigate viability of cross walk between Pharmacy and Newsagency		Planning Department
		Ensure BCA standards applied with the Main Street upgrade		Planning Department
Access to Council Facilities	Heavy door at entrance to recreation centre difficult to open	Ensure when Recreation Centre upgrade occurs, consideration is given to car-parking, toilets, showers and entrance	2011-14	Planning Department
	Difficult to load/unload stores and catering supplies	Incorporate loading bay and service entry into redevelopment plans	2011-14	Planning Department

STRATEGY	BARRIERS	ACTIONS	TIMEFRAME	RESPONSIBILITY
Tenders and Contractors		Ensure tender documents and contractors agreements have relevant planning and legislative information relating to Disability codes	Ongoing	Planning Department
Access to Council Facilities	Shire office front door heavy.	Investigate alternatives and instigate appropriate action, i.e. undertake works or feed into budget process	2012	Planning Department
		Assist people to enter the building	Ongoing	Front Desk Staff
	Side entry to Shirley Humble room poorly lit	Install sensor lighting around building	2011	Planning Department
	Difficult to hear in Council Chambers	Install audible loop into Council Chambers	2011	Planning Department

OUTCOME 3: COUNCIL SUPPORTED EVENTS AND PROJECTS ARE ACCESSIBLE

STRATEGY	BARRIERS	ACTIONS	TIMEFRAME	RESPONSIBILITY
Accessible toilets	Not signed throughout townsite	Determine appropriate locations and arrange	2011	Development Services
ACROD Parking Bays	Faint line marking on bays	Line marking to be undertaken on all ACROD bays in the townsite.	Ongoing	Works Department
FROGS Early Learning Centre		<p>Plans to be forwarded to DSC for comment</p> <p>Universal accessibility to be included to Australian Standards in all aspects of design and construction of facility</p> <p>Play areas to be covered</p> <p>Footpaths and ramps to be constructed to Australian Standards</p> <p>Carpark to include one universally accessible bay</p>	2011-2012	<p>Development Services</p> <p>Works Department</p>

Customer Service	People with access issues not readily able to locate facilities which are access friendly	Appropriately market throughout community that alternative formats can be made available including large print, audio cassette, computer disc, etc	Ongoing	Executive Officer
		Undertake You're Welcome Initiative	2011	Grant funded CDO, Executive Officer
		Include strategic direction in Shire's Forward Plan relevant to review and implementation of Disability Access and Inclusion Plan	Ongoing	Planning Department CDO Works Department
Event Applications		Ensure event organisers complete Access template as part of Event Management Application	Ongoing	CDO/Event Officer
		Traffic management plans for events include consideration for ACROD parking and people with disabilities	Ongoing	CDO/Event Officer

OUTCOME 4: STAFF AWARENESS OF THE NEEDS OF PEOPLE WITH DISABILITIES AND SKILLS IN DELIVERING ADVICE AND SERVICES ARE IMPROVED.

STRATEGY	BARRIERS	ACTIONS	TIMELINE	RESPONSIBILITY
Customer Service	Potential for Council Officers to be unsure of how to deal with people with certain disabilities	Induction training to include awareness of services available within local community for Council Officers.	Ongoing	Works Department Corporate Services Development Services
		Workshops held bi-annually for Council staff and residents "Dealing with Challenging Behaviours" and "Enhancing Access"	Ongoing	CDO

OUTCOME 5: OPPORTUNITIES FOR PEOPLE WITH DISABILITIES TO PARTICIPATE IN PUBLIC CONSULTATIONS, GRIEVANCE MECHANISMS AND DECISION MAKING PROCESSES ARE PROVIDED.

STRATEGY	BARRIERS	ACTIONS	TIMELINE	RESPONSIBILITY
Ensure grievance mechanisms are accessible		Consult with Service Providers to ensure clients are aware of process for making grievance and any assistance they may require.	Ongoing	CDO Executive Officer
		Enquire with CRC if link to Shire website can be placed on interactive screen	2011	Executive Officer
		Regularly advertise in Shire Notes that Council information can be made available in alternative formats upon request.	Ongoing	Executive Officer
		Advertise on the Shire website that Council information can be made available in alternative formats upon request.		

**DRAFT
SHIRE OF NANNUP**

Policy Number:	LPP 013
Policy Type:	Local Planning Policy
Policy Name:	Car Parking and Vehicular Access
Policy Owner:	Chief Executive Officer

OBJECTIVES

The objectives of this Policy are to:

1. complement the car parking and vehicular access provisions of the *Shire of Nannup Local Planning Scheme No. 3 (LPS3)*;
2. establish guidelines that will achieve the construction of well-designed car parking areas including providing appropriate access, circulation and manoeuvrability conditions, providing an appropriate number and adequate size of car parking bays to meet the needs of new development, and ensuring vehicular and pedestrian safety;
3. set out the requirements and standards for the development of vehicle parking areas associated with developments and land uses;
4. set out design and general construction standards for car parking spaces and manoeuvring aisles appropriate to differing situations;
5. provide for the management and convenience of vehicle parking for all developments and land uses at a scale and to a standard consistent with the amenity of a progressive town and district;
6. clarify when sealed crossovers are required for new subdivision and development;
7. improve the level of amenity and visual appearance of residential, commercial, industrial and other areas of the municipality through site development requirements;
8. outline the opportunities and limitations for variations to car parking and access requirements; and
9. set out the circumstances where landscaping for parking areas will be a requirement of planning approval.

DEFINITIONS

In this Policy, the following definitions apply:

“Agriculture zone” – includes the Agriculture, Agricultural Priority 1 – Scott Coastal Plain, Agriculture Priority 2, Cluster Farming and Coastal Landscape zones.

“AS 2890 - Australian Standard AS/NZS 2890.1.2004 – Parking Facilities – Part 1 – Off Street Car Parking published by Standards Australia in 2004 and reissued incorporating Amendment No 1 in August 2005 (and any associated updates).

“Car Parking” - the provision of off-street parking spaces for cars in accordance with LPS3 and this Policy.

“Crossover” - a constructed traffic way connecting a public road to the private property boundary that connects with the internal site circulation driveway, parking manoeuvring aisle or domestic driveway and which may carry one or two-way traffic.

"Gross Floor Area" – in relation to a building means the aggregate of the total floor area of each level of the building including the thickness of external walls but excluding the space set aside for car parking or access thereto.

"Kerbed" - parking areas or spaces around which a barrier kerb is constructed to provide support for the surface of the car park and/or to separate parking areas from footpaths, landscaped areas or other spaces not designed to carry vehicles.

"Lined Out" - the marking out of each car parking space by painted lines and/or contrasting paving inserts or other means to identify each bay or the corners thereof to guide users as to manner in which the car park is intended to be used and to show the limits of each bay. The term also applies to the provision of directional arrows on the sealed surface denoting the direction of traffic movement within the car park.

"Manoeuvring Aisle" - the area at the rear of each car parking space used to manoeuvre vehicles into and out of such spaces all of which combined comprise an access driveway providing access to the individual bays.

"Off-Site Parking" - the provision of car parking accommodation on a different lot to that on which the new development that gives rise to the need for the parking accommodation is to occur.

"R Codes" - the *Residential Design Codes* adopted by the Western Australian Planning Commission including any updates.

"Reciprocal parking" - where parking facilities serve separate uses or a mixed use development and the parking demand generated by the various uses do not coincide.

"Sealed" - the use of impenetrable surfaces such as sprayed bitumen (two coat seal), bituminous concrete (hot-mix or asphalt), insitu concrete, paving bricks or blocks, or pea gravel seal on a compacted gravel base.

Application of the Policy

This Policy applies throughout the municipality and will be applied to Planning Applications and Subdivision Applications.

This Policy applies to all developments including new development, alterations or extensions to existing development, new site uses, additional uses, extension of uses or change of uses as considered appropriate by Council.

Links to Local Planning Scheme and other documents

This Policy relates to various requirements set out in LPS3, Council's Local Planning Strategy, the R Codes and relevant Australian Standards.

The provision of onsite parking is a requirement of LPS3 for new development and for various changes in land use (especially if the proposed use is expected to increase the demand for car parking spaces and/or lead to increased traffic impacts). The number of car parking spaces to

be provided in relation to a range of different land use types is set out in the Schedule 11 of LPS3.

POLICY

1. General

No development shall be occupied or a use commenced on a lot unless and until the on-site vehicle parking areas, associated access driveways and the crossover/s, as set out in the Planning Approval, have been constructed and completed, and the parking bays clearly defined or marked out to the specification and satisfaction of the Council. The Council will support performance bonds to assist in enabling earlier occupation for the development and/or use.

There is a presumption in this Policy in favour of parking areas and crossovers being sealed and suitably drained. Unless otherwise set out in this Policy or approved by the Council, car parking spaces, vehicular manoeuvring areas and access ways are to be sealed for new development within the Nannup townsite and in urban zones e.g. the Town Centre, Mixed Use, Industry, Residential and Future Development zones and for the Special Use Zone (within and adjoining the Nannup townsite).

There is a presumption in this Policy for crossovers to be sealed onto sealed roads.

Except for a single house and certain group dwelling proposals, all car parking spaces should be designed such that vehicles can enter and leave the site in a forward direction. Additionally, car parking should be designed so that both ingress and egress from each space can be achieved in one movement.

Tandem car parking is not supported for commercial or industrial development. Although generally discouraged, Council may permit tandem parking in some forms of residential development.

An existing building extended, with or without a change of land use, may be required to comply, wholly or partly, with the provisions of this Policy. The Council shall determine the extent of car parking required in each case, having regard to the degree of extensions and the nature of the altered land use.

Where redevelopment of an existing approved building is proposed, then the gross floor area of the existing building will be deleted from the gross floor area of the new building for determining additional car parking requirements (i.e. provided that existing parking bay numbers are retained, additional parking is only required for new floor space established). This provision is therefore not intended as a control or means to achieve retrospective provision of car parking to service an existing development, provided the land use remains the same (there is no intensification of car parking and traffic).

An applicant shall have regard, as appropriate, for the on-site provision of parking for owners/operators, staff, customers, people with disabilities, in addition to loading spaces and special purpose bays.

The Council may through issuing planning approvals or making recommendations on subdivision applications, require applicants to provide reciprocal rights of access to facilitate parking and access arrangements with adjoining owners.

Where a Planning Application proposes access to a road under the control of Main Roads Western Australia (which means the State Government's lead agency that is responsible for managing highways and the primary road network should it be renamed), the location and standard of access are to be to the satisfaction of the Council and Main Roads Western Australia.

2. Location and Availability

In most situations, car parking will be provided on-site. On-site car parking shall be situated in locations readily accessible to staff, clients, residents and visitors, as the case may be to the satisfaction of the Council.

The number of on-site car parking spaces required to be provided for a particular use is set out in Schedule 11 of LPS3 or in the R Codes. The Council reserves the right to define a car parking requirement for uses not detailed according to the merits of the particular development proposed.

Unless otherwise set out in LPS3, premises and/or proposals with more than one use will be determined on the basis of floor area for the use.

Unless otherwise set out in LPS3, the car parking standard to be applied by the Council is gross floor area.

3. Residential Development

The R Codes, adopted into LPS3, specify parking and access requirements for residential development together with the requirement to provide landscaping for parking areas where the number of parking bays is 6 or more. Council will require compliance with those standards.

The R Codes stipulate that provision be made on-site for vehicles to be able to leave a residential site without reversing onto the street where the driveway serves five or more dwellings.

In the Residential Zone and in areas classified as "Residential" in a Special Use Zone, all resident car parking areas should be located behind the building line. Visitor car parking will be considered in front of the building line, but only where suitable landscaping will screen the car parking and there will be no adverse effects on streetscape or traffic movement.

All parking for residential development, whether free-standing or as a component of retail/commercial development, shall be provided on-site.

4. Non-Residential Development

LPS3 sets out the provision to be made for parking for various non-residential land uses. Except as otherwise provided in LPS3 and this Policy, the Council will expect compliance with these standards.

In the Town Centre and Mixed Use Zones, except for resident car spaces and staff car spaces expressly agreed to by the Council, all car parking areas must be freely available to the general

public. Closure of car parks, at certain times, for reasons of security or other agreed reasons may be approved by the Council.

In in the Nannup town centre, preference is given to creating a continuous commercial facade fronting the street (usually with a nil/zero setback from the front property boundary) making the use of the rear part of the site, behind the building, suitable for parking. Where rear service lanes are available, this arrangement is particularly convenient. Unless constrained by existing development, the Council expects that car parking will be located at the rear of commercial lots where a lot adjoins a service lane.

In the Town Centre and Mixed Use Zones, the Council will require the loading and unloading areas to be designed to ensure that loading/unloading occurs on-site (not on the street) and vehicles are able to exit and re-enter the street both in a forward gear.

In the Industry Zone, where front setbacks are normally applied, parking areas combined with site landscaping can be provided close to the street for the convenience of visitors, customers and employees.

In the cases of uses not included in Schedule 11 of LPS3 or where requested by the applicant, the Council will determine the number of parking spaces to be provided in each case having regard to:

- the nature of the proposed use;
- the number of employers and employees likely to be employed or engaged with the proposed use of the land;
- the likely demand for visitor parking;
- the orderly, proper and sustainable planning of the area in which the development is to occur;
- the times of peak usage and opportunities to share parking; and
- any other matter considered relevant by the Council.

5. Loading and Unloading Spaces

In addition to the provision of car parking spaces, the Council may also require loading and unloading to be provided on the subject land, where goods need to be despatched from or delivered to the premises by truck. The Council may require the provision of these spaces to be marked exclusively for the use of delivery and services vehicles.

Loading bays must be situated such that commercial vehicles can be positioned wholly within the bay when loading and that loading activities can occur without undue disruption to, or access to, other car parking spaces.

Parking dimensions for trucks and buses should be determined by using the swept path templates as appropriate.

The minimum dimensions to be provided for a sealed loading and unloading area shall be not less than 7 metres long and 3.5 metres wide and with a minimum height clearance of 3.5 metres. Depending on the anticipated length of heavy haulage vehicles, the dimensions may need to be greater to ensure usability.

6. Special Purpose Bays

In addition to the provision of car parking spaces, the Council may where relevant require the provision of:

- areas for parking of vehicles for people with disabilities;
- parking bays marked exclusively for the use of motor cycles, delivery and services vehicles, taxis, buses, coaches, courier services and for other relevant forms of motorised transport; and
- bicycle racks to promote sustainable transport.

All disabled parking bays are to be designed and constructed in accordance with *AS2890.1 – 1993 Carparking – Appendix C – Guidelines for the Provision of Parking Spaces for People with Disabilities* (or any updates).

The Council will determine the number of special purpose bays to be allocated for vehicles listed above and bicycles racks depending on the nature of the development.

7. Off-Site Parking

Where parking cannot be provided on the lot the subject of the Planning Application, but where an opportunity exists to provide the required parking on adjoining or nearby land, the Council will consider whether or not to approve such an arrangement.

The prerequisite to any such arrangement is that the proponent of the development that gives rise to the need to provide parking:

- has control over the land (which is not the subject of the Planning Application);
- can set in place legally binding provisions that will ensure that the land will continue to be available for parking while the development operates and/or in perpetuity; and
- will enter into a legal agreement with the Shire to maintain the land for parking purposes and not to sell, lease or otherwise dispose of the land unless other equivalent provision is made elsewhere to the satisfaction of the Council.

The Council may be prepared to accept car parking on adjoining or nearby land in the same ownership, provided that the adjoining or nearby land is:

- appropriately zoned; and
- amalgamated with lands the subject of the proposed development; or
- subject of appropriate title restrictions to ensure its continued availability for the car parking use.

Specific Council approval is required for any such arrangement. Applicants are required to provide relevant information for planning approval under LPS3 setting out the full details of the way in which the above requirements will be met. The costs of preparing and adopting legal agreements under this provision will be borne by the applicant.

8. Cash-in-lieu of Car Parking

Clause 5.5 of LPS3 sets out the method of calculation of cash-in-lieu payments for car parking and vehicular manoeuvring. In summary, the payments relate to what it would have cost in terms of the land value along with sealing and draining the car parking spaces and vehicular manoeuvring areas.

The Council may accept a cash-in-lieu payment, in lieu of the provision of that required number of parking spaces and vehicular manoeuvring within any zone. Realistically, it is only expected that a cash-in-lieu payment would apply in the Town Centre Zone or the Mixed Use Zone. The Council will consider cash-in-lieu of parking spaces on the lot as set in clause 5.5 of LPS3. Additionally, the applicant should demonstrate to the satisfaction of the Council that:

- the minimum vehicle parking requirements cannot reasonably be provided on the site, or
- in the interests of the town centre development, it would be better served by providing a portion or all of the vehicle parking requirement off site; and
- the surrounding parking facilities can accommodate the parking demand generated by the development to the satisfaction of the Council. This may require the preparation of a traffic/car parking management study by a suitably qualified professional.

Should the Council accept a cash-in-lieu payment, the following applies:

- the payment is not less than the estimated cost of constructing (sealing) and draining the car parking spaces and vehicle manoeuvring areas required by LPS3, R Codes or as determined by Council, plus the value of the land which would have been occupied by the area required for parking and vehicular manoeuvring areas. Land values are determined through valuations provide by Landgate or by a licensed valuer at the developer's cost;
- the Council having purchased land for a car park, or having provided a public car park in close proximity, or have a firm commitment to do so; and
- payments made under this clause being paid into a special fund to be used for the provision of public car parking facilities and the Council using these funds to provide public car parks, including on-street and off-street, in the vicinity of the land in respect of which the parking requirement arose (typically in the Nannup town centre).

The Council can set cost per car parking bay is set out in the Council's annual review of land value in its adopted Fees & Charges Manual (although this generally will not include vehicular manoeuvring areas).

Where desirable to facilitate the conservation of a heritage place, or to enhance or preserve heritage values of a place included on the Municipal List or within a Heritage Precinct, a cash-in-lieu payment may be provided up to a maximum of 100% of the car parking and vehicular manoeuvring costs.

The Council will consider options from the proponent to offset costs and partially meet off site car parking requirements, such as the proponent constructing the bays itself on Shire land and/or reserves subject to the location and the detailed design being approved by the Council.

9. Reciprocal Parking

The Council may consider reciprocal parking arrangements where it is convinced that the demand for parking by the uses proposed will not coincide. This is where the applicant can suitably demonstrate that various uses, within a single property, or where justified in adjoining or nearby properties, operate at different times of the day or different days of the week, such that the same parking areas can be used by more than one land use. Any such relaxation will be dependent upon the Council being satisfied that the arrangement will prevail for the duration of the uses concerned.

Where reciprocal parking is proposed, the Council must be satisfied that:

- the parking facilities serving the proposed use will be located on the one lot, or that parking arrangements are permanent (e.g. legal agreement, easement, registering appropriate caveats on title or any other formal arrangement that the Council may require); and
- parking demand in the immediate and long term can be satisfied; and
- no conflict will occur in the operation of the land uses for which the joint use of parking facilities is proposed; and
- the uses being served by the parking arrangements are compatible (i.e. no overlap demand for parking facilities).

If land uses change, such that the parking area is in demand at the same time, then Council may require the revised parking arrangements to meet the changed circumstances.

10. Modifying Development Standards and Requirements for Parking

Where, in the opinion of Council, conditions are such as to render full compliance with the provisions of this Policy impractical, the Council may permit such departures as are considered to be warranted in the circumstances of the case.

Clause 5.6 of LPS3 allows Council to modify the requirements of LPS3, including car parking standards, but may only do so where it is fully satisfied that:

- approval of the proposed development would be consistent with the orderly and proper planning of the locality and the preservation of the amenities of the locality; and
- the non-compliance will not have any adverse effect upon the occupiers or users of the development or the inhabitants of the locality or upon the likely future development of the locality.

In order for the Council to consider whether to modify a car parking requirement, it must determine that the above matters are met. It is also incumbent upon the Council to ensure that it acts in fairness and equity between land owners and does not set an unreasonable precedent for similar applications from others.

Given the above, the Council will require the proponent to appropriately justify modifications to development standards and requirements for car parking provision.

The Council considers that the availability of adjoining and/or nearby on-street parking does not in itself constitute a reason to vary the Policy given circumstances and demands will change over time.

11. Dimensions for Parking Spaces, Manoeuvring Aisles and Access Driveways

The dimensions for parking bays and manoeuvring aisles in differing locations are set out in AS 2890 and Austroads Part 11 (February 2008) and any associated updates. To provide general guidance to prospective developers and applicants, a table and diagram of parking spaces and manoeuvring areas are found in Attachments 1 and 2 to this Policy.

For more specific information, proponents of new development proposing a small number of car parking bays (usually less than 10) should contact the Shire to determine the dimensions that should be used for the parking and access in their particular instances to ensure compliance. For larger car parking areas, proponents are encouraged to seek professional design services.

The dimensions detailed in this Policy are generally minimum requirements. Individual circumstances may require the use of dimensions different from those specified in order to provide satisfactory access, manoeuvrability conditions e.g. topography or the provision of special purpose bays.

12. Construction Standards for Parking Areas

There is a presumption in this Policy in favour of all parking areas being sealed, drained and line-marked to the satisfaction of the Council. With the exceptions set out below, all car parking areas, access driveways and crossovers will be required to be sealed, drained and as appropriate lined-marked or suitably defined to the satisfaction of the Council. The exceptions are parking for:

- development in Agricultural zones, the Special Residential Zone and the Special Rural Zone (although there is a requirement to seal crossovers that access sealed public roads);
- areas used for parking, circulation and manoeuvring of vehicles on Industry zoned land other than those areas required for customer parking, associated access ways and crossovers; and
- a single dwelling in the Residential Zone or areas classified as "Residential" in the Special Use Zone.

Car parking situated in yard areas or generally behind the front building line within the Industry Zone may be constructed to a suitable non-sealed standard e.g. gravel, subject to dust and drainage being effectively controlled. All car parking bays within front setbacks and/or associated with public use and/or showroom/front office use shall be sealed and drained to the Council's satisfaction.

All car parking, vehicle access ways, loading and unloading bays and turning and manoeuvring areas in the Town Centre and Mixed Use Zone shall be sealed and drained to the specification and satisfaction of the Council.

Sealed car parking and vehicular access are required for home businesses and commercial uses in the Residential Zone or areas classified as "Residential" in the Special Use Zone.

Draining car parks may involve the provision of a sump connected to the Shire's main drainage system or such other arrangements to the satisfaction of the Council. The drainage design should seek to treat and detain water on-site so that as much water as possible will soak into the ground, with any surplus water being piped or directed off-site. The drainage shall not be connected to the Shire main drainage without the written authorisation of the Shire and shall be constructed to the Council's satisfaction and standards.

Staff, resident and visitor car parking shall be appropriately marked and/or signposted to the satisfaction of the Council.

For more detailed requirements on the construction of parking areas and width and construction of crossovers, these are set out in the adopted *Guidelines for Subdivisional Development* prepared by the Institute of Public Works Engineering Australia.

13. Pedestrian Movement between Parking Areas and Buildings

The Council will seek to ensure there are safe and convenient routes for pedestrians, including disabled persons, between car parks and buildings on each development site.

14. Vehicular Access/Crossovers

The Council requires that points of entry to and exit from properties/car parking areas onto the street suitably address the safety of all road users, road geometry, sight lines and visibility. The respective positions of street furniture such as poles, street lamps and street trees will also be taken into account.

The width of any such access ways/crossovers will be determined by matters including the numbers of vehicles proposed within the car park and the frequency of movements into and from the land in accordance with AS2890. Generally, crossovers will be required to accommodate simultaneous traffic movements into and out of the land.

Unless appropriately justified by the applicant and agreed to by the Council, parking areas will not be approved where there is no provision for turning a vehicle within the site except where no more than two vehicle bays are to be provided.

The Council will require crossovers to be suitably located (to maximise sight distances and safety), constructed and drained. Any gates and fencing are to be suitably located and designed to ensure there are sufficient areas to enable vehicles to park in the crossover and/or on the property without impeding traffic or compromising safety onto the adjoining road.

Where new development and subdivision is proposed, the Council will require sealed crossovers onto existing sealed roads, unless the proponent demonstrates exceptional circumstances to the satisfaction of the Council. If the road is gravel, the Council will allow an unsealed crossover which will need to be constructed and drained to the Council's satisfaction.

A vehicular driveway (ingress and/or egress) should:

- be located such that any vehicle turning from the street into the driveway or into the street from the driveway can be readily seen by the driver of an approaching vehicle and

be clear of all obstructions which may prevent drivers from having a timely view of pedestrians;

- have separate entry/exit if it is likely that it will be used simultaneously by vehicles both entering and leaving the site and obstruction to traffic in the street could occur;
- be located to the street with the lowest traffic volume; and
- be more than 6 metres from an intersection.

Road safety and turning radii will be taken into account in deciding the position of a crossover.

Twinned crossovers are required, wherever possible and practical, especially on main roads which are the responsibility of Main Roads Western Australia.

The access way should be not less than 4 metres in width, but if the size or shape of the lot makes the provision of any access way of that width impractical or unreasonable, the Council may permit a narrower access way but in no case less than 3 metres in width.

Where laneway access is provided to the rear of a site in the Town Centre or Mixed Use Zones which is not sealed, this is to be upgraded to provide an effective servicing function. This should be read in conjunction with *Local Planning Policy No. 20 Developer and Subdivider Contributions*.

Where there is conflict between a proposed crossover and public utilities services, such as drainage pits and structures, services inspection pits, power or light poles, traffic medians and street trees, the Council may set the position of the crossover access onto the road, require its construction and/or repair and maintain the crossover as provided for under Schedule 9.1 (7.2) of the *Local Government Act 1995*.

Any alterations for the removal/relocation of the conflicting public utilities will be at the owner's cost and subject to the approval of the service authority concerned.

Owners/designers are advised to take into account Shire services, public utility services and street trees.

The Council will contribute (or subsidise) up to half the cost of a standard crossover (one crossover to a property) subject to the crossover being deemed by the Shire administration to conform to the Council specifications. This is subject to the following:

- the subsidy applies to only one crossover per lot;
- proponents must make application for their crossover in writing to the Shire and gain necessary approval/s for the location and design prior to any works being undertaken;
- the subsidy is claimed within 6 months of completion of the crossover;
- the Council will not meet the cost of culverts, alteration to services or tree removal;
- reconstruction of an existing crossover to a property will not attract a subsidy;
- applicants/landowners who received planning approval incorporating a condition relating to constructing or upgrading a crossover are not eligible for a subsidy; and
- subdividers are not eligible for a subsidy for freehold (green title) or strata title lots.

As required, the crossover subsidy rates will be set annually by the Council through its adopted fees and charges.

The landowner is responsible for the maintenance of crossovers to the satisfaction of the Council.

The Council will request, where considered appropriate, that the Western Australian Planning Commission impose a condition requiring the subdivider to construct crossovers prior to the clearance of titles. In particular, the Council will require that crossovers are sealed where the crossover accesses a sealed road, and/or suitably constructed/upgraded where access is from an unsealed road. The Council will seek to ensure crossovers are appropriately located and constructed by subdividers.

15. New public roads created through subdivisions

Where a subdivider proposes to create a new public road, the Council will require the road to be suitably designed by a professional engineer and then suitably constructed and drained to the satisfaction of the Council. The road is to be consistent with the *Guidelines for Subdivisional Development* prepared by the Institute of Public Works Engineering Australia and/or *Liveable Neighbourhoods*.

Where the proposed lots are 3.99 hectares or less, the road/s needs to be suitably sealed and drained by the subdivider to the satisfaction of the Council.

For lots that are between 4 and 9.99 hectares, the Council will require that a sealed road is provided where more than 5 lots are created. For lots that are between 4 and 9.99 hectares, where 4 or less lots are created or have the potential to be created from the road, the Council will consider unsealed roads unless there is steeper topography or other ground conditions that create safety issues and/or higher levels of on-going maintenance.

For lots that are 10 hectares or more, the Council will accept unsealed roads.

16. Battleaxe access legs

The Council will require sealed battleaxe access legs for lots in the Town Centre, Mixed Use, Industry, Residential and Future Development zones and for the Special Use Zone (within and adjoining the Nannup townsite).

The Council supports unsealed battleaxe access legs in other zones provided they are designed and constructed to enable year round access by two-wheel drive vehicles.

17. Landscaping Parking Areas

Car parking areas, particularly large parking lots, can be unattractive. The provision of landscaping can assist to reduce visual impacts. The use of shade trees and landscaping strips can assist provide visual relief from extensive areas of bitumen, or other forms of sealing or construction agreed to by the Council.

The Council will require that car park design and construction include adequate provision for landscaping comprising screen, feature and shade trees and shrubs as appropriate to the satisfaction of the Council.

In residential areas, the R Codes require specific landscaping proposals to be implemented where parking areas accommodate six or more vehicles.

For commercial and industrial developments in the Industry Zone, the Council will require at least 5% of the site area to be landscaped. The purposes of this landscaping are to:

- soften the impact of development;
- screen parking and other visually unattractive areas from view from the street; and
- improve the streetscape.

The Council will normally require the landscaping to be provided along the street frontage (as a minimum) to act as a screen for parking areas where located within the front setback.

Where an individual open car park contains 10 or more parking bays for a non-residential use, one parking bay in 10 shall be set aside and planted with trees and/or shrubs consistent with the site landscaping to provide shade and visual relief.

18. Implementation

The Council may require the lodgement of performance guarantees/bonds against the satisfactory construction, completion and establishment of car parking areas, vehicular access, crossovers and associated landscaping. To achieve effective implementation of planning conditions, the performance guarantee/bonds are to be paid prior to the issue of a Building Permit for new/expanded buildings or prior to occupation for a change of use.

The amount of the bond will be determined by the Council and can be set in its annual fees charges.

Crossover construction or reconstruction may be required as a condition of subdivision, development and/or as a condition of issue of Building Permit where it is deemed by the Council that the work is necessary.

The Council may construct the crossover, if not constructed by the owner/agent within 6 months of practical completion or occupation of the building, for which payment of a crossover bond has been made. Where Council carries out the construction, the owner may not claim a subsidy.

ADMINISTRATION

Application Requirements

Applications for Planning Approval for new development should provide, in addition to the details of the proposed development, a plan/s at a suitable scale with dimensions shown, which sets out for the entire lot the subject of the application, the following:

- the area to be or already covered by buildings or other structures;
- details of land to be allocated to car parking and other parking;
- details of the position of all access driveways and access crossovers;
- details of pedestrian movement systems between the car park and the building/s; and
- areas to be provided for landscaping and shade trees.

In giving consideration to a Planning Application, the Council will require the applicant to:

- clearly indicate on the application form the type of land use that will operate from the land;
- the number of persons to be employed / involved in the operation of the land use; and
- other matters set out in this Policy.

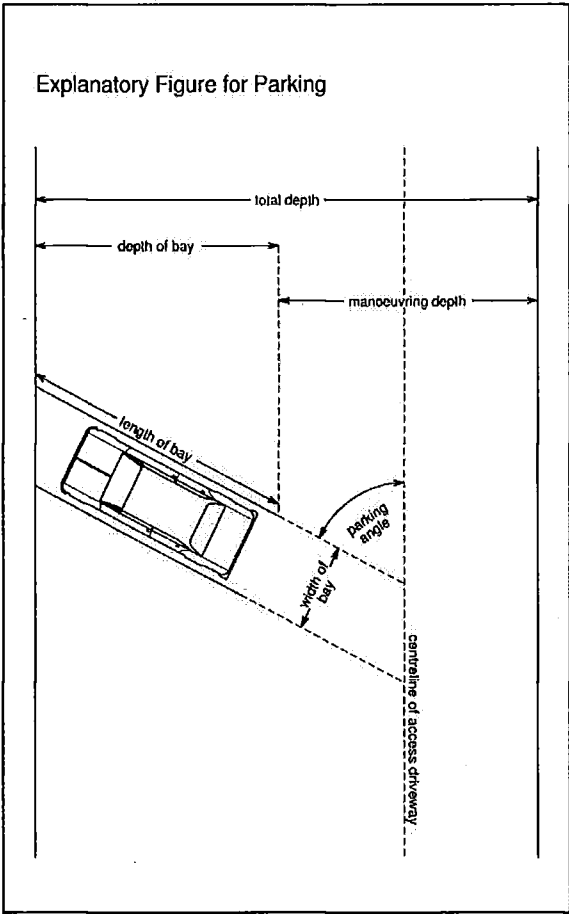
Based on the above information, the Council as part of its development assessment will set out or estimate the expected parking needs of the proposed land use/development.

Related Policies:	
Related Procedures/Documents:	
Delegation Level:	CEO, Manager Infrastructure, Building Surveyor
Adopted:	
Reviewed:	

Attachment 1 - Parking dimensions

Parking Angle	Width of Bay (m)	Length of Bay (m)	Depth of Bay (m)	Minimum Manoeuvring Depth (m)	Minimum Total Depth (m)
(a) One-Way Access					
90°	2.6	5.5	5.5	5.9	11.4
75°	2.6	5.5	6.0	5.3	11.3
60°	2.6	5.5	6.1	5.0	11.1
45°	2.6	5.5	6.1	3.6	9.7
30°	2.6	5.5	4.8	3.3	8.1
00° (parallel parking)	3.0	6.7	3.0	3.0	6.0
(b) Two-Way Access					
90°	2.6	5.5	5.5	6.0	11.5
75°	2.6	5.5	6.0	6.0	12.0
60°	2.6	5.5	6.1	6.0	12.1
45°	2.6	5.5	6.1	6.0	12.1
30°	2.6	5.5	4.4	6.0	10.4
00° (parallel parking)	3.0	6.7	3.0	6.0	9.0

Attachment 2 - Explanatory figure for parking



AGENDA NUMBER:	11.2
SUBJECT:	Events Management Policy
LOCATION/ADDRESS:	Nannup
NAME OF APPLICANT:	Shire of Nannup
FILE REFERENCE:	HLT 4
AUTHOR:	Vic Smith - Manager Corporate Services
REPORTING OFFICER:	Vic Smith - Manager Corporate Services
DISCLOSURE OF INTEREST:	None
DATE OF REPORT	18 June 2013

Attachment : Events Management Policy

BACKGROUND:

Council does not currently have a formal policy detailing how it will deal with the administration of major events. The position has been reviewed by the Health Consultant and a suggested policy is attached at Attachment 1.

COMMENT:

The Event Policy will be used to manage the application and approval process of events conducted in the Shire of Nannup in accordance with legislative requirements.

In the past, events have been held in the Shire that have not been assessed for legislative requirements for a number of reasons. The Event Policy is designed to capture all relevant events held at the Shire of Nannup that have previously not been assessed for compliance with legislative requirements and will include a revised version of the *Event Application Package/Event Information For Applicants* documents to reflect the requirements of the new Events Policy.

STATUTORY ENVIRONMENT: None.

POLICY IMPLICATIONS:

Where there is cross reference to a delegation from a Council Policy the delegation is noted as such.

FINANCIAL IMPLICATIONS: None.

STRATEGIC IMPLICATIONS: None.

VOTING REQUIREMENTS: Simple Majority.

RECOMMENDATION:

The Events Policy at Attachment 1 is approved.

9007 LONGMORE/DEAN

That Council suspend standing orders.

CARRIED 5/3

Voting for the motion:

Camarri, Dunnet, Gilbert, Lorkiewicz and Mellema.

Voting against the motion:

Longmore, Dean and Steer.

Standing Orders were suspended at 16.30hrs.

9008 LORKIEWICZ/CAMARRI

That Standing Orders be resumed.

CARRIED 8/0

Standing Orders were resumed at 16.35 hrs.

9009 LONGMORE/STEER

That this item lay on the table to allow for further Officer consideration.

CARRIED 8/0



EVENT POLICY

POLICY FOR THE ASSESSMENT OF EVENTS IN THE SHIRE OF NANNUP

PREAMBLE / POLICY STATEMENT

This Policy will be used to manage the application and approval process of all types of events conducted in the Shire of Nannup.

The Shire of Nannup will assess applications for the conduct of events in accordance with legislative requirements.

OBJECTIVE

The purpose of this Policy is to:

- a. Promote and encourage events that enhance a wide variety of opportunities to residents and visitors to the Shire of Nannup;
- b. Protect the health and safety of persons attending events in the Shire of Nannup;
- c. Provide an efficient and timely approval process and response in accordance with the Shire of Nannup's Customer Service Charter;
- d. Ensure compliance with Regulatory requirements and standards; and
- e. Incorporate controls to minimise any adverse impacts of events and protect the amenity of residents in adjoining and nearby properties.

DEFINITIONS

For the purpose of this policy the following definitions apply:

Event: An occurrence proposed to be held within the Shire of Nannup on private or public land, either indoor or outdoor by a person(s)/group/organisation, where one or more of the Assessment Criteria in this Policy is anticipated or planned. Events shall include but are not limited to:

- a. Concerts

- b. Vehicle Rallies
- c. One off sporting events
- d. Shows and fairs
- e. Festivals
- f. Exhibitions

An **Event Application Form** is required to be completed for any proposed event.

The form requests details of size, nature, date, time, purpose, activities and facilities in relation to the event.

Event Applicant means the person, Company or Organisation, excluding the Shire of Nannup managed events, who is responsible for organising an event and who makes application to the Shire of Nannup for approval to stage an event.

Public Place means any street, way or place including but not limited to community reserves, facilities, halls or public open space.

Shire of Nannup Facility or Reserve means any property owned by the Shire of Nannup and includes, buildings, recreation centres, community centres, halls, reserves (passive and active).

Reserve Area means a designated reserve area within the shire utilised for recreational or community purposes/groups, sporting bodies etc.

ASSESSMENT CRITERIA

If one or more approvals are required from the following list then the event requires formal Shire of Nannup approval:

Generally:

- On any Shire of Nannup owned Facility or Reserve.

Development Services:

- Preparation or sale of food to the public;
- Erection of tents, marquees, stages and other structures for public use;
- If the event proposed exceeds any established accommodation numbers or differs in nature to any approvals already in place in accordance with the Health Act and associated Regulations and the current Shire of Nannup Local Planning Scheme 3;
- Any noise being created including music, use of amplified equipment, extraordinary vehicle noise;
- Supply or installation of electrical equipment including generators, cabling, extension cords switches, fuses;
- Trading in a public place - selling, hiring of goods, wares or merchandise in a public place;
- Risk management process for events attracting more than 5000 people;
- Signage for the event is proposed to be erected;
- Sale or consumption of alcohol;
- Additional parking areas will be required;
- Additional toilet facilities will be required;

- Crowd control or security may be an issue;
- First aid may need to be considered; and
- Amusement structures will be used.
- Patrons will pay an entry fee.

Community Infrastructure:

- Event involves use of a road for any purpose including temporary road closure or suspension of Road Traffic Act / Regulations;
- Event affects the flow of traffic on any road for any reason;
- Hire of the Shire of Nannup refuse receptacles; and
- Fireworks are proposed.

Formal event approval is not required if the application is only a request for:

- Hire of Shire of Nannup reserve area or equipment. This however would require the completion of a Facility Hire Form for each occasion.

POLICY DOES NOT COVER

- Events to be held at:
 - Educational premises including primary, secondary and tertiary centres; and
 - Religious centres including churches and worship centres.
- An event approval is not required providing there is no variation from the following existing approvals:
 - Conditions associated with a Planning Consent under the Shire of Nannup Local Planning Scheme 3.
 - Approvals as required in accordance with the Health Act 1911 and associated Regulations. However if the event proposed exceeds any established accommodation numbers or differs in nature to any approvals already in place then an event approval is required and the requirements of this Policy apply.

EVENT APPLICATION PROCESS

- Annual events, organised by local community groups, who are seeking council funding, will be required to submit a formal request for Council financial assistance, as part of the Shire of Nannup Community Grants program, which closes in February each year in time for budget consideration.

All events must submit a formal request to Council a minimum of (8) weeks prior to the proposed date of the event.

- Applicants are required to complete the Event Package (attachment 1) which consists of the following:
 - Event Application Form;
 - Event Checklist which is to be read in conjunction with the Event Information to Applicants to identify approvals and forms as required for the event;
 - Event Site Plan; and

d. Complete all relevant Forms included in the Event Application Package and obtain any other approvals as required.

3. The completed Event Application Form, Event Checklist, Site plan and any additional Forms or details of other approvals must be submitted to the Shire of Nannup a minimum of (8) weeks prior to the proposed date of the event. The form must be signed by the Authorised Officer.
4. All sections of the Event Application Form and Event Checklist must be completed in order for the application to be eligible for assessment.
5. The applicant must submit a risk management plan that complies with the requirements of AS 4360 if the event participation is for greater than 5000 people. The Shire may request a Risk Management plan for any event if the risks are deemed to be significant.
6. The Shire of Nannup may request any additional information to be supplied by applicants in order to ensure comprehensive assessment of the application.
7. The applicant must ensure any appropriate forms are completed and submitted with the event application.

ASSESSMENT OF APPLICATIONS

The following issues will be considered by the Shire of Nannup in the assessment and approval process of event applications:

- a. The nature, size and suitability of the event in relation to the venue requested (including the presence of alcohol) and the likely impact of the event on the facility;
- b. The amenity of the event;
- c. The ability of the facility to accommodate the event at the proposed time (taking into account open space);
- d. The likely impact on residents as a result of the event (including noise, dust, excessive light, or other adverse effects perceptible outside the venue);
- e. The availability of the venue at the required time(s) and on the required day(s);
- f. The period of time for which the event will operate and the proposed times of operation;
- g. Conflict or potential conflict with other events in that location or a surrounding location;
- h. The estimated number of participants associated with the special event in relation to the carrying capacity of the facility;
- i. The benefits to the Nannup community;
- j. Reputation of the operator; and
- k. Any other factors that may be considered necessary in relation to a particular event.

FEES FOR EVENT APPROVAL

1. All events will attract an application fee in accordance with the Shire of Nannup Schedule of Fees and Charges.

2. Event Applications received less than 8 weeks prior to the event may attract a late fee in accordance with the Shire of Nannup Schedule of Fees and Charges.
3. The applicant will be advised of any additional fees and charges upon event approval. These must be paid at least 7 days prior to the event.
4. Concerts may attract separate fees in accordance with the Shire of Nannup Schedule of Fees and Charges.
5. Refund of fees will only be considered in the event of a cancellation notice being received at least 7 days prior to the event date and may attract an administration fee.

BONDS FOR EVENTS

1. Bonds will be requested for events in accordance with the Shire of Nannup Schedule of Fees and Charges.
2. The Bond money will be refunded in full following the successful completion of the conditions of approval outlined in the Shires approval letter.
3. Failure to comply with any of the conditions specified in Councils approval letter may result in all or part of the bond money not being refunded to the applicant.
4. Failure to pay the bond money less than 7 days prior to the event may result in the event approval being withdrawn.

**Shire of Nannup
Ordinary Council Meeting Minutes: August 2013**

AGENDA NUMBER:	11.3
SUBJECT:	Review of Freedom of Information (FOI) Statement
LOCATION/ADDRESS:	N/A
NAME OF APPLICANT:	Shire of Nannup
FILE REFERENCE:	ADM 7
AUTHOR:	Vic Smith – Manager Corporate Services
REPORTING OFFICER:	Vic Smith – Manager Corporate Services
DISCLOSURE OF INTEREST:	None
DATE OF REPORT	24 July 2013

Attachment : Freedom of Information Statement 2013.

BACKGROUND:

The Freedom of Information Act 1992 requires agencies covered by the Act to produce and annually review a Freedom of Information Statement. A Statement is currently available on the council's website and was last reviewed in 2006.

COMMENT:

The proposed amendments to the Statement are shown at Attachment 1. Wording which is recommended for deletion is shown as crossed through and new wording as underlined.

Various amendments are needed as follows:

1. The Council's administrative structure in the existing Statement is out of date and has been amended to reflect the current structure.
2. Information on various legislative provisions has been reviewed and updated.
3. A list of current Council Local Laws has been added.
4. Information on the Town Planning Scheme has been reviewed and updated.
5. Details of Council Committees have been updated and non-Council committees and other bodies have been removed.
6. The list of services provided by the Council has been reviewed and updated.
7. The Council's filing scheme has been reviewed and updated.
8. Contact details for the Freedom of Information Coordinator have been amended.
9. Quoted fees have been amended to reflect the current charges.

10. Details of the appeals process have been clarified and repetition removed.

11. Contact details for the Information Commissioner have been updated.

STATUTORY ENVIRONMENT: Sections 96 and 97 of the Freedom of Information Act 1992.

POLICY IMPLICATIONS: None.

FINANCIAL IMPLICATIONS: None.

STRATEGIC IMPLICATIONS: None.

VOTING REQUIREMENTS: Simple Majority.

RECOMMENDATION:

That Council approve the suggested revisions to the Freedom of Information Statement as set out in Attachment 1.

9010 DUNNET/MELLEMA

That Council approve the suggested revisions to the Freedom of Information Statement as set out in Attachment 1.

CARRIED 6/2

Voting for the motion:

Dean, Gilbert, Longmore, Lorkiewicz, Mellema and Steer.

Voting against the motion:

Camarri and Dunnet.



Freedom of Information Act 1992 Information Statement

Adopted at the Ordinary meeting of Council 23 November 2000
~~Reviewed at the Ordinary meeting of Council of 25 October 2001~~
~~Reviewed at the Ordinary meeting of Council of 23 February 2006~~
Reviewed at the Ordinary meeting of Council of 22 August 2013

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1. STRUCTURE OF ORGANISATION

1.1 COUNCIL

SHIRE PRESIDENT: Cr ~~Barbara Dunnet~~ Tony Dean

DEPUTY SHIRE PRESIDENT: Cr ~~Margaret Bird~~ Robin Mellema

Central Ward

Cr ~~Margaret Bird~~ Tony Dean

RSM Balingup Road Lot 139 Vasse
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Cr Charles Gilbert

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Email: gilbertce@bigpond.com

Cr ~~Carol Pinkerton~~ Norm Steer

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6275
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Email: norman.steer5@bigpond.com

North Ward

Cr ~~David Boulter~~ Robin Mellema

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Cr Stephanie Camarri

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Cr Barbara Dunnet

PO Box 155 Nannup WA 6275
Ph (08) 9758 2238
Email: bdunnet1@bigpond.com.au

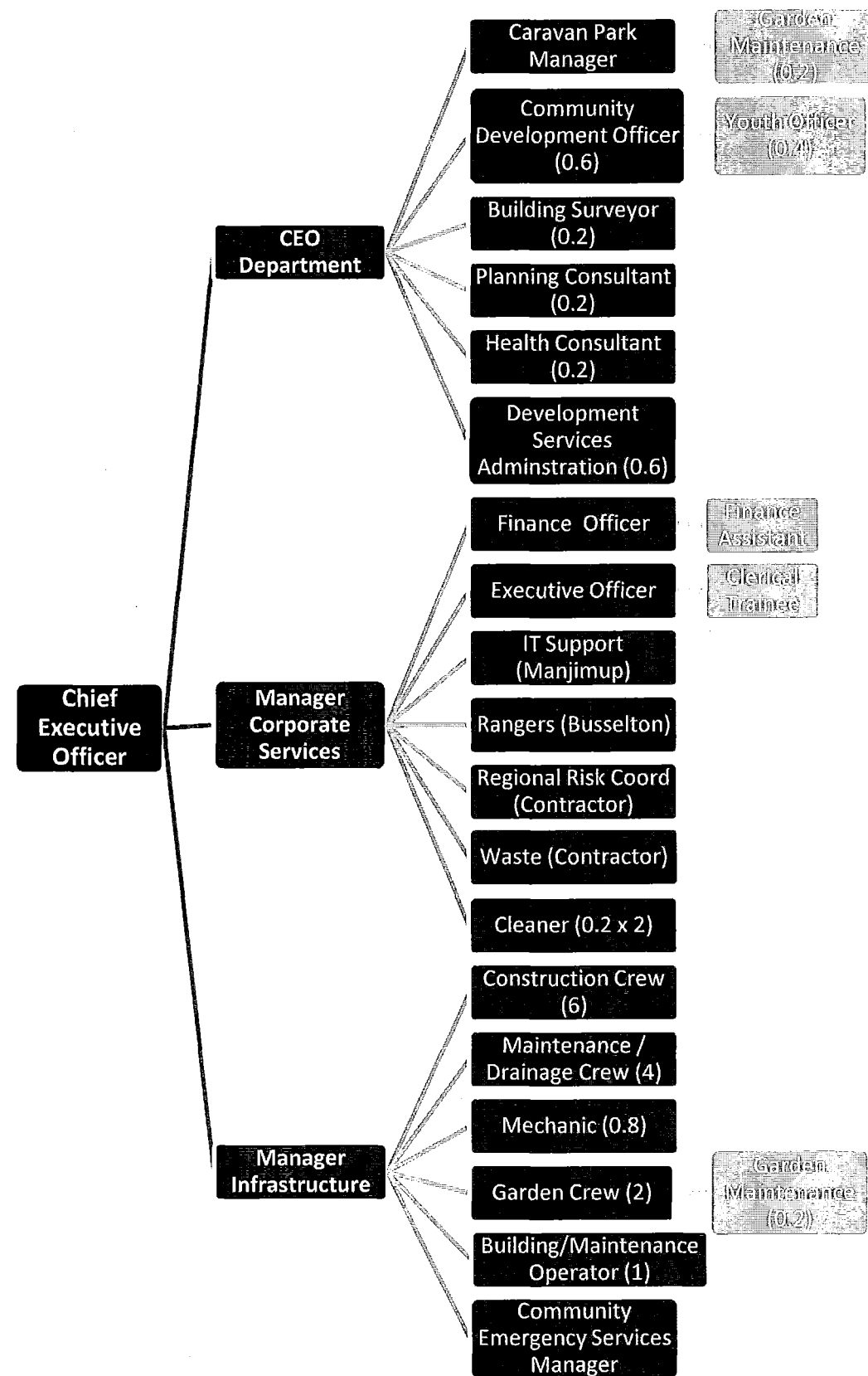
~~Vacant~~ Cr Joan Lorkiewicz

PO Box 53 Nannup WA 6275
Ph (08) 9758 1129
Email: jav_vjl@hotmail.com

1.2 ADMINISTRATION

The Chief Executive Officer is responsible for (amongst other things) the administration of Council policy, and the efficient management of the day to day operations of the local government.

An organisational structure of the Shire of Nannup follows:



2. PUBLIC EFFECT OF THE ORGANISATIONS FUNCTIONS

2.1 DECISION MAKING

The Shire of Nannup provides a wide range of services and facilities for its residents, ratepayers and visitors to the Shire. The Shire also has a role in the management, improvement and development of the resources within its area so as to create a safe and pleasant environment for its residents and ratepayers.

General information relating to the Shire is published in the "Telecentre News Nannup Telegraph" on a monthly basis. The Shire of Nannup Information Booklet is published annually and is distributed with the Rates Notices. Copies are also available from the Shire Offices. These sources of information are designed to keep the public informed of the various issues being undertaken by the Shire of Nannup.

Council

Council, consisting of eight Councillors, is the decision making body on all policy matters. Council meets monthly with Ordinary Meetings of Council being held on the fourth Thursday of every month commencing at 4.15 pm.

Members of the public are welcome to attend all meetings of Council. A public question time of at least 15 minutes duration is available scheduled at the commencement of all public meetings.

Agendas and Minutes

Agendas for Ordinary Council Meetings are available to members of the public four days prior to meetings. Minutes are placed on display in the Nannup Library within ten working days after each meeting.

2.2 LEGISLATION, REGULATIONS, BY-LAWS AND POWERS

2.2.1 ACTS

A number of Acts of Parliament give the Shire of Nannup the necessary powers to make decisions regarding the natural, built and legal environments which it administers. Listed below are the principle Acts which are briefly described:

Local Government Act 1995 and Associated Regulations

This Act ~~is legislation that~~ enables the Shire of Nannup to administer its local government area. Local authorities operate strictly within the Act and are not able to undertake actions, activities or services that are not specifically provided for in this or other legislation.

Bush Fires Act 1954 and Associated Regulations

~~An~~ This Act ~~to makes better provisions for diminishing the dangers resulting from bush fires, for the prevention, control and extinguishment of bush fires.~~

Cemeteries Act 1986

~~An~~ This Act ~~to provides for the declaration and management of cemeteries, the establishment, constitution and functions of cemetery boards, the licensing of funeral directors, the regulation of burials the repeal of Cemeteries 1897 and for connected related purposes.~~

Disability Services Act 1993

~~An~~ This Act ~~aimed at provides~~ improving services for people with disabilities.

Dog Act 1976 and Associated Regulations

~~An~~ This Act ~~to amend and consolidate the law relating to the controls and registration of dogs, the registration, ownership and keeping of dogs and the obligations and rights of persons in relation thereto, and for incidental and other purposes.~~

Environment Protection Act 1986

~~An~~ This Act ~~to provides for an Environmental Protection Authority, for the prevention, control and abatement of environmental pollution and for the conservation, preservation, protection, enhancement and management of the environment.~~

Freedom of Information Act 1992

~~An~~ This Act ~~to provides for public access to documents and to enable the public to ensure that personal information in documents is accurate, complete, up-to-date and not misleading, and for related purposes.~~

Health Act 1911

~~An~~ This Act ~~to consolidate and amend the laws relating to Public Health regulates matters relating to sewerage and drainage, water pollution, medical services, public and private buildings, nuisances, offensive trades, medical services, the control of disease and medicines and pharmaceuticals.~~

Heritage of WA Act 1990

~~An~~ This Act ~~requiring~~ requires all local authorities to compile and regularly review an inventory of local places which are significant or may become significant heritage properties.

Liquor Licensing Act 1988 and Associated Regulations

~~An~~ This Act, administered in part by local government, ~~to regulates~~ the sale, supply and consumption of liquor, the use of premises on which liquor is sold and the services and facilities provided in conjunction with or ancillary to the sale of liquor.

Litter Act 1979 and Associated Regulations

An ~~This~~ Act to makes provision for the abatement of litter ~~and to establishes~~, incorporates and confers powers upon the Keep Australia Beautiful Council (WA).

Occupational Safety and Health Act 1984 and Association Regulations

An ~~This~~ Act, administered in part by local government, ~~to promotes and improves~~ standards for occupational health, safety and welfare and ~~to co-ordinate regulates~~ the administration of the laws relating to occupational health, safety and welfare and ~~for~~ incidental ~~and other~~ purposes.

Public Works Act 1902

An ~~This~~ Act ~~to consolidate and amend governs~~ the laws relating to public works authorising public works, surveys, investigations for water, roads, rivers and bridges, railways and related matters.

Rates and Charges (Rebates and Deferments) Act 1992

An ~~This~~ Act ~~to permits~~ administrative authorities to allow rebates on, or the deferral of payment of certain amounts payable by way of rates or charges by pensioners and other eligible persons.

Strata Titles Act 1985

An ~~This~~ Act ~~to facilitates~~ the subdivision of land ~~into cubic spaces~~ and the disposition of titles thereto ~~to provide for and~~ incidental ~~and connected~~ purposes.

Town Planning and Development Act 1928 2005

This Act provides for the planning and development of land for urban, suburban and rural purposes. The general objective of this Act is to promote and develop land to the best possible advantage and to balance the use of all land resources.

Building Act 2011

~~This Act regulates the construction and modification of buildings.~~

Valuation of Land Act 1978

An Act to provide for the valuation of land and other purposes.

2.2.2 COUNCIL LOCAL LAWS

Local laws ~~may be~~ adopted by Council to regulate and govern local issues. Council ~~may has adopted local laws relating to covering a variety of areas.:~~

- Cemeteries
- Refuse Disposal

- Health
- Parking
- Standing Orders for Council Meetings

2.2.3 TOWN PLANNING SCHEME

The Shire of Nannup operates under Town Planning Scheme No 43, which was gazetted on ~~16 September 1983~~ 14 December 2007.

The purpose of the Scheme is to:

- (a) Controlling land development
- (b) Securing the protection of the environment of the Scheme Area
- (c) Other matters authorised by the enabling Planning and Development Act 2005

~~The enabling legislation is the Town Planning and Development Act 1928. It is under the powers conferred by this Act that Schemes are formulated and reviewed.~~

~~Council is currently in the process of preparing a new Town Planning Scheme (No. 3) for the Shire.~~

3. POLICY FORMULATION - PUBLIC PARTICIPATION

3.1 POLICIES

Council adopts Policies on a variety of issues to act as a guide for Officers of the Shire of Nannup and provide the basis for decision making. All current Policies are contained within the Council's Policy Manual along with a register of authorised delegations made by the Council to assist with the efficient administration of the municipality.

3.2 DELEGATION OF AUTHORITY

The Chief Executive Officer has delegated authority from Council to make decisions on a number of specified administrative and policy matters.

3.3 ANNUAL GENERAL MEETING OF ELECTORS

The Annual General Meeting of Electors is held once in every financial year and includes the presentation of the Annual Report and the Auditor's Report. Residents and Ratepayers are encouraged to attend this meeting as it is an opportunity to ask questions and raise issues with local representatives.

3.4 SUB-COMMITTEES AND CONSULTATIVE GROUPS

Interested members of the public, elected members and staff are able to nominate, be nominated or be selected as representatives on a variety of Shire related committees or act as representatives to other external organisations. ~~A current listing of Council and Non-Council (NC) Committees follows~~ comprise:

Audit Committee

~~Augusta to Walpole Coastal Strategy (NC)~~

~~Blackwood River Valley Marketing Association (NC)~~

Bush Fire Advisory Committee
 Caravan Park Redevelopment
 CEO Review Committee
 Community Co-Location Building/Clock Tower
 Community Committee set up by the South Coast Land Owners to produce a report on the
 Vesting of the South Coast Unallocated Crown Land (NC)
 Community Group Grants Panel
 Community Recycling and Waste Management Advisory Committee
 Donnelly River Mill (NC)
 Foreshore Park Advisory Committee
 Functions & Events Advisory Committee
 Occupational Safety & Health Advisory Committee
 Plant Advisory Committee
 Recreation Centre Advisory Committee
 Regional Road Group (NC)
 Shannon/D'Entrecasteaux (NC)
 South West Zone WALGA (NC)
 Streetscape Advisory Committee
 TIRES (NC)
 Trees South West (NC)
 Warren Blackwood Economic Alliance (NC)
 Yarragadee WALGA (NC)

3.5 SERVICES

Council provides a range of services to the community in many areas including:

Roads/Footpaths/Cycleways/Kerbing	Street Tree Planting
Street Lighting	Rubbish Collection
Litter Bins	Streetscape
Public Toilets	Youth <u>and Community</u> Services
Public Libraries	Parks and Reserves
Playground Equipment	Community Halls and Centres
Dog Control	Planning <u>and Building</u> Controls
Environmental Health Matters	Emergency Response Services
Recreational/Sporting Facilities	Citizenships
Stormwater Drainage	Bush Fire Control
<u>Tourism and Economic Promotion</u>	<u>Cemeteries</u>

4. DOCUMENTS HELD BY THE ORGANISATION

4.1 DOCUMENTS AVAILABLE FOR INSPECTION BY THE PUBLIC

The Shire of Nannup has a variety of documents available for public inspection or purchase. Annual Reports, Local Laws, Budgets, Minutes, Ratebook and Policies are available for inspection during normal office hours or may be purchased by paying a photocopying fee of 55 cents per page.

A copy of Council agendas and minutes can be viewed at no charge at the Shire Offices. An electronic (email) copy of Council agendas and minutes can be received at no cost. An annual subscription of \$140.80 is applicable available for the supply of hard copy agenda and minutes.

The Nannup Library has available documents relating to Bureau of Statistics, Australia wide telephone directories and a selection of community information brochures.

4.2 DOCUMENTS COVERED BY THE ACT

Documents and information covered by the Freedom of Information Act include various items such as maps, plans, personnel records, client records, building files and correspondence.

All documents received are filed, with files being divided into categories as follows:

- Administration
- Property Assessments
- Associations and Committees
- Building licenses
- Government Departments and Organisations
- Finance
- Fire and Emergency Services
- Health
- Personnel
- Rating
- Recreation
- Reserves
- Roads
- General Tenders
- Town Planning
- Tourism
- Welfare and Community Services
- Works and Services

5. ACCESS PROCEDURES AND ARRANGEMENTS

It is the aim of the agency Council to make information available promptly and at the least possible cost; and whenever possible documents will be provided outside the Freedom Of Information process.

If information is not routinely available, the **Freedom of Information Act 1992** provides the right to apply for access to documents held by the agency council and to enable the public to ensure that personal information in documents is accurate, complete, up to date and not misleading.

5.1 APPLICATIONS AND FORMS OF ACCESS

5.1.1 APPLICATIONS

For applications to be accurately and promptly dealt with, requests must ensure sufficient information is supplied to enable the correct document(s) to be identified. ~~Appendix A to this manual may be used for this purpose.~~

The Shire of Nannup may request proof of identity.

If a person is seeking access to a document or documents on behalf of another person the Shire of Nannup may require authorisation, usually in writing.

Applications will be dealt with as soon as practicable (within 45 days) after it being received.

Applications should be addressed to:

Mr Craig Waddell (Manager Corporate Services)
FOI Co-ordinator
Shire of Nannup
PO Box 11
NANNUP WA 6275

or by delivering to the Shire Offices at 15 Adam St, Nannup between the hours of 8.00am and 4.30pm Monday to Friday.

It should be noted that some documents are for viewing only and some documents cannot be copied, as this would be in breach of the Copyright Act.

A diagrammatic representation of the processes involved in a Freedom of Information Application is also attached to this manual at Appendix B.

5.1.2 FEES AND CHARGES

The following fees and charges were adopted by Council and are to be seen as maximum charges:

- No fees for access applications relating to personal information and amendment of personal information
- Application fee of \$30 for other access applications (non-personal information)
- A fee of \$30 per hour for staff time or pro rata for part of an hour for dealing with an application. (Charges do not apply for searching, identifying and collating the documents).
- A fee of \$30 per hour of staff time or pro rata for part of an hour for supervision by staff when access is given to view documents.
- Photocopying excepting maps will be charged at the rate of 45 20 cents per A4 copy.
- Duplicating a tape, film or computer information will be charged at the actual cost.
- Delivery, packaging and postage will be charged at the actual cost.

5.1.3 FORMS OF ACCESS

Requests for access to documents can be made by way of inspection, a copy of a document, a computer disk, a transcript of a recorded document or of words recorded in shorthand or encoded form, or a written document in the case of a document where words can be reproduced in written form. Where the Shire is unable to grant access in the form requested, access may be given in a different form.

5.1.4 NOTICE OF DECISION

As soon as possible but in any case within 45 days you will be provided with a notice of decision which will include details such as:

- the date on which the decision was made
- the name and the designation of the officer who made the decision
- if the document is an exempt document the reasons for classifying the matter as exempt or the fact that access is given to an edited document
- information on the right to review and the procedures to be followed to exercise those rights.

Refusal of Access

~~Applications who are dissatisfied with a decision of the agency are entitled to ask for an internal review by the agency. Application should be made in writing within 30 days of receiving the notice of decision. An internal review is carried out by the Chief Executive Officer.~~

~~You will be notified of the outcome of the review within 15 days.~~

~~If you disagree with the result you then can apply to the Information Commissioner for an external review, and details would be advised to applications when the internal review decision is made.~~

5.2 THE REVIEW PROCESS

The Freedom of Information Act provides for a review and appeal process. Applicants may seek an Internal Review if they are dissatisfied with the decision of the Freedom of Information Co-ordinator. If they are still dissatisfied following the internal review then a review by the Information Commissioner may be requested. If still not satisfied, applications applicants may appeal to the Supreme Court.

5.2.1 INTERNAL REVIEW

Applicants who are not satisfied with the decision of the FOI Co-ordinator makes can apply to the Shire of Nannup for an Internal Review of that decision. Applications for an Internal Review must be lodged at the Shire within 30 days of receipt of notice of the Shire's decision. The Shire will respond within 15 days or any longer period agreed between the applicant and the Shire. The Internal Review will be carried out by the Chief Executive Officer. There is no charge for an internal review.

5.2.2 EXTERNAL REVIEW

~~Applications~~ Applicants who are still dissatisfied after the Internal Review has been completed may seek a review by the Information Commissioner. This request must be made in writing, giving details of the decision to which the complaint relates. Complaints should be made to the Information Commissioner and addressed as follows:

The Office of the Information Commissioner
Exchange Plaza Albert Facey House
Level 24
2 The Esplanade 469 Wellington Street
PERTH WA 6000

Any party to a complaint may appeal to the Supreme Court on any question of law arising out of a decision of the Information Commissioner, except for a decision as to the deferral of access to a document, the charges to be imposed for dealing with an access application and the payment of a deposit on account of charges.

5.3 AMENDMENTS PROCEDURES

An individual may apply to have a document amended if it contains inaccurate, incomplete, out of date or misleading personal information. An application should be made in writing to the Shire of Nannup and should provide all the information required in the Act (Amendment forms are available from the Shire Offices). Applicants must provide details and, if necessary, documentation in support of their claim that the information they seek to have amended is inaccurate, incomplete, out of date or misleading. Applications must also indicate how they wish the amendment to be made (ie.g. alteration, insertion, etc).

Cr Camarri declared an impartiality interest due to being involved in the committee for the following item.

9011 DUNNET/LORKIEWICZ

Cr Camarri to stay, participate and vote on item 11.4– Lease of Danjangerup Cottages.

CARRIED 7/0

AGENDA NUMBER:	11.4
SUBJECT:	Lease of Danjangerup Cottages
LOCATION/ADDRESS:	Nannup
NAME OF APPLICANT:	N/A
FILE REFERENCE:	ADM36
AUTHOR:	Vic Smith - Manager Corporate Services
REPORTING OFFICER:	Vic Smith - Manager Corporate Services
DISCLOSURE OF INTEREST:	None
DATE OF REPORT	6 August 2013

Attachment 1: Danjangerup Cottages Draft Lease

Attachment 2: Letter from the Commissioner for Consumer Protection

BACKGROUND:

The Council entered into a 30 year lease agreement with Danjangerup Cottages Incorporated on 1 August 1991; the lease was for a peppercorn rent. It provided for the lease of land at Lot 306 Cross Street Nannup, part of Reserve Number 39740, to be used for the purposes of Aged Persons Homes.

Danjangerup Cottages Incorporated is seeking to transfer its interest to another provider and is currently negotiating with Alliance Housing; this process is being facilitated by the Department of Housing. As part of this process the lease will need to be assigned to the new provider.

At the June Council meeting Council resolved:

8989 DUNNET/STEER

1. Council agree in principle to the relinquishment of the lease and for Alliance Housing to take over the management of Danjangerup Cottages.
2. Council advise the Department of Housing that it agrees to the severance of clause 4(k) from the lease between the Council and Danjangerup Cottages Incorporated dated 1 August 1991.

3. *Council agree to the execution of a new lease with Alliance Housing on terms to be agreed.*
4. *Council agree to hold a trust fund for the balance of surplus funds from Danjangerup Committee, plus interest and a contract be drawn up to this effect between the Danjangerup Committee and the Shire of Nannup to release these funds of the expansion of the Danjangerup Cottages in the future.*

CARRIED 8/0

COMMENT:

The Department of Housing have now requested that Council agree a new lease on terms to be agreed with Alliance Housing. A draft lease has been prepared and is attached at Attachment 1.

The draft lease uses the standard lease document adopted by Council as the base for the terms and conditions to be incorporated into the new lease document. As the lease is for land some of the provisions relating specifically to council owned buildings have been removed.

The existing lease with Danjangerup Cottages (Inc) contains special provisions relating to the provision of aged persons accommodation and these have been incorporated into Schedule 2 of the draft lease.

The Department of Housing are working to produce a new Joint Venture Agreement and this will be added to the draft lease at Schedule 3.

At this point Council is requested to endorse the draft lease as a basis for discussion with Alliance Housing and the Department of Housing. Once the lease has been finalised to the satisfaction of all parties the lease will be brought back to Council for formal adoption.

The Council has received a copy of a letter from the Commissioner for Consumer Protection concerning the disbursement of the surplus funds held by the Danjangerup Cottages Committee. This points out that as the Council is not an incorporated body or a charitable purpose it is not a suitable recipient of these funds under the Associations Incorporation Act 1987. In order for point 4 of Resolution 8989 to be implemented the Council will need to provide a written undertaking to the Department of Commerce that the surplus funds would be used for the stated charitable purpose.

STATUTORY ENVIRONMENT: Land Act 1933.

POLICY IMPLICATIONS: None.

FINANCIAL IMPLICATIONS: None.

STRATEGIC IMPLICATIONS: None.

VOTING REQUIREMENTS: Simple Majority.

RECOMMENDATIONS:

1. Council endorse the draft lease as set out in Attachment 1 as a basis for discussion with Alliance Housing and the Department of Housing.
2. The Council provide a written undertaking to the Department of Commerce that any surplus funds entrusted to it by the Danjangerup Cottages Committee will only be used for the charitable purpose as defined in the rules of Danjangerup Cottages Incorporated.

DUNNET/LONGMORE

Add recommendation 3 being;

3. Annual operating revenue surplus be used for the benefit of the Nannup community.

LOST 2/6

Voting for the motion:
Dunnet and Longmore.

Voting against the motion:
Camarri, Dean, Gilbert, Lorkiewicz, Mellema and Steer.

9012 CAMARRI/DUNNET

1. Council endorse the draft lease as set out in Attachment 1 as a basis for discussion with Alliance Housing and the Department of Housing.
2. The Council provide a written undertaking to the Department of Commerce that any surplus funds entrusted to it by the Danjangerup Cottages Committee will only be used for the charitable purpose as defined in the rules of Danjangerup Cottages Incorporated.

CARRIED 7/1

Voting for the motion:
Camarri, Dean, Dunnet, Longmore, Lorkiewicz, Mellema and Steer.

Voting against the motion:
Gilbert.

Dated

2013

SHIRE OF NANNUP

and

**BUNBURY HOUSING ASSOCIATION (INC) TRADING AS
ALLIANCE HOUSING (WA)**

LEASE

NANNUP LOT 306 RESERVE NUMBER 39740

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DRAFT

LEASE

This Lease dated

201

PARTIES SHIRE OF NANNUP of 15, Adam Street, Nannup, Western Australia ("the Lessor")

and

The person or persons described in Item 1.1 of Schedule 1 ("the Lessee")

RECITALS

- A. The Lessor has the Lessor's Interest in the Land.
- B. The Lessor has agreed to lease the Premises to the Lessee on and subject to the terms and conditions of this Lease.

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 Definitions

In this Lease, unless the context requires otherwise:

"Building" means the building or buildings and all other fixed improvements forming part of the Premises and includes any additions or alterations;

"Commencement Date" means the commencement date of the Term specified in Item 1.3 of Schedule 1;

"CPI" means the Consumer Price Index All Groups Index Numbers for Perth provided by the Australian Bureau of Statistics or if the basis upon which it is determined is substantially altered then such basis as the Lessor may reasonably determine to be as near to the Consumer Price Index previously referred to as is reasonably possible;

"CPI Rent Review Date" means each of the dates specified as such in Item 1.6 of Schedule 1;

"GST" means a tax, impost or other duty raised on the supply of goods and services and imposed by the Commonwealth of Australia or a state or territory of the Commonwealth of Australia;

"Guarantor" means the person or persons described in Item 1.8 of Schedule 1;

"Land" means the land described in Item 1.2 of Schedule 1;

"Lessee" if only one Lessee is a party means the Lessee and the executors, administrators and permitted assignees of the Lessee and if there are two or more Lessees parties means the Lessees and each of them and their and each of their executors, administrators and permitted assigns and if the Lessee or any of the Lessees shall be a corporation includes the successors and permitted assigns of the Lessee;

“Lessor” if only one Lessor is a party means the Lessor and the executors, administrators and assigns of the Lessor and if there are two or more Lessors parties hereto means the Lessors and each of them and their and each of their executors, administrators and assigns and if the Lessor or any of the Lessors shall be a corporation includes the corporation and its successors and assigns;

“Lessor’s Interest” means the Lessor’s interest in the Land which interest is described in Item 1.2 of Schedule 1;

“Market Rent Review Date” means each of the dates referred to as such in Item 1.6 of Schedule 1;

“Premises” means the premises described in Item 1.2 of Schedule 1 including all the Lessor’s fixtures and appurtenances;

“Rate of Interest” means the general maximum rate of interest charged from time to time by the Lessor on overdue or unpaid rates;

“Rent” means the Rent payable by the Lessee pursuant to this Lease;

“Term” means the term of this Lease as specified in Item 1.3 of Schedule 1 commencing on the Commencement Date and any shorter period in the event of the early determination of the Term.

1.2 Interpretation

In this Lease, unless the context indicates a contrary intention:

- (a) words suggesting the singular include the plural and vice versa;
- (b) words suggesting any gender include any other gender;
- (c) a reference to a day means any day, which is not a Saturday, Sunday or a public holiday;
- (d) reference to a person includes a company, corporation, and unincorporated or incorporated association or statutory authority;
- (e) references to clauses, paragraphs, subparagraphs and Schedules are to clauses, paragraphs, and subparagraphs of, and schedules to this Lease as amended from time to time in accordance with the terms of this Lease;
- (f) a document will be incorporated into and form part of this Lease if the parties sign the document and it is referred to in this Lease and a reference to such a document is to that document as amended from time to time in accordance with the terms of this Lease;
- (g) headings used for clauses, paragraphs, subparagraphs, Schedules and the table of contents are for ease of reference only and will not affect the interpretation of this Lease;
- (h) references to any Lease or instrument are to that Lease or instrument as amended, novated, supplemented, varied or replaced from time to time;
- (i) references to laws include any modification or re-enactment of those laws, or any legislative provisions substituted for such laws, and all orders, local laws,

planning schemes, by-laws, regulations and other statutory instruments issued under those laws;

(j) use of the words “includes” or “including” means without limitation, unless the contrary intention appears;

(k) a reference to any body is:

(i) if that body is replaced by another organisation, deemed to refer to that organisation; and

(ii) if that body ceases to exist, deemed to refer to the organisation which most nearly or substantially serves the same purposes or objects as that body; and

(l) all dollar amounts specified in this Lease are in Australian dollars.

2. LEASE

2.1 Lease

(1) The Lessor grants a lease to the Lessee and the Lessee takes a lease of the Premises on and subject to the terms of this Lease.

(2) Where the Land is Crown land and the approval of the Minister of Lands is required under the provisions of any relevant vesting or management order then the grant of a lease under subclause (1) is subject to that approval.

2.2 Term

The Premises will be held by the Lessee as tenant for the Term commencing on the Commencement Date and expiring on the expiry date specified in Item 1.3 of Schedule 1 the Lessee paying therefore the Rent payable in the manner provided in this Lease.

2.3 Rent

(1) The Lessee shall pay to the Lessor:

(a) for the first year of the Term, the annual rent specified in Item 1.4 of Schedule 1;

(b) for the second and each subsequent year of the Term the annual rent varied pursuant to clauses 2.4 and 2.5.

(2) The Rent shall be payable in the manner set out in Item 1.5 of Schedule 1.

3. LESSEE'S OBLIGATIONS

3.1 Rates and Taxes

(1) The Lessee shall punctually pay all rates, assessments, levies or taxes levied or assessed or to be levied or assessed by the Commonwealth, the State, the local government, any water supply authority, any sewerage authority or by any other authority whether statutory, governmental, or otherwise which:

- (a) are at any time during the Term or any holding over to any extent charged on the Premises or on the Lessor in respect of the Premises or both; or
 - (b) arise out of or by reason of the method or kind of business carried on by the Lessee.
- (2) If any rates, assessments, levies or taxes referred to in subclause (1) are not levied or assessed in respect of the Premises, then the Lessee shall pay to the Lessor on demand a proportion of them, being the proportion that the area of the Premises bears to the area of the property the subject of the assessment or levy, as specified by the Lessor.

3.2 Services

The Lessee shall punctually pay for all water, gas, electricity, telephone and other utility services which are either provided to or used on the Premises.

3.3 Maintenance

- (1) The Lessee shall keep and maintain every part of the Premises and all lighting and electrical installations and all drainage, sewerage and septic systems and all other fixtures and fittings in good and substantial repair, order and condition.
- (2) To keep the said homes and all other buildings erections fences and gates upon the Premises in good repair and condition.
- (3) To keep all grounds surrounding the said homes and forming part of the Premises in good order and condition and of attractive appearance and in particular free from dangerously flammable material

3.4 Cleaning

The Lessee shall keep and maintain the Premises well cleansed and drained in good sanitary condition and properly disinfected, free from rubbish, refuse and disused material of any kind and the Lessee shall observe, perform, discharge, execute and take such sanitary measures and precautions and subject to clause 3.21, construct such works and make such amendments, alterations and additions to the Premises at any time as shall during the term be required by or under any written law.

3.5 Make good damage

At the Lessee's own expense from time to time the Lessee shall make good any breakage, defect or damage to the Premises or any adjoining premises or facilities or any other property caused by want of care misuse or abuse on the part of the Lessee or the Lessee's employees agents contractors invitees licensees sub-tenants or other persons claiming through or under the Lessee or otherwise occasioned by any breach or default of the Lessee under this Lease.

3.6 Entry by Lessor to view and to repair

- (1) The Lessee shall permit the Lessor, the Lessor's architects, agents and contractors at all reasonable times to enter into and upon the Premises in order to view and examine the state of repair, order and condition and to leave upon the Premises notice of any lack of repair, order, condition, neglect or defect for which the Lessee is liable and requiring the Lessee to make good the same within the time specified in the notice and the Lessee shall make good the same in accordance

with the notice to the satisfaction of the Lessor.

- (2) The Lessee shall permit the Lessor, the Lessor's agents and contractors at all reasonable times and, in the case of emergency, at any time to enter into and remain upon the Premises with all necessary plant, equipment and materials to carry out any works or make any repairs or alterations or additions to the Premises.

3.7 Abatement of nuisances

- (1) The Lessee shall not do or omit to do any act matter or thing which may be or be deemed to be a nuisance within the meaning of the Health Act or any other Act or under any planning scheme, local law or regulation applicable to the Premises or the use or occupation of the Premises by the Lessee and the Lessee will immediately abate any such nuisance or alleged nuisance.
- (2) The Lessee shall ensure that the Premises are not used in any manner which may be or become a nuisance, disturbance or annoyance to the quiet and comfort of any occupier of any premises in the vicinity of the Premises and on being required to do so by the Lessor or any employee or agent of the Lessor the Lessee shall immediately abate the nuisance, disturbance or annoyance.

3.8 Pests

The Lessee shall keep the Premises free of ants, termites, rodents, pests and vermin.

3.9 Rubbish

The Lessee shall not permit any rubbish or garbage to accumulate on the Premises unless confined in suitable containers which are located so as not to be visible to members of the public.

3.10 Disorderly behaviour

The Lessee shall prevent disorderly behaviour and indecent language at the Premises.

3.11 Compliance with written laws

The Lessee shall comply with, carry out and perform the requirements of the Local Government Act, the Health Act and any other Act, ordinance, town planning scheme, local law, regulation or written law or of any notice, requisition or order under a written law applicable to the Premises or the use or occupation of the Premises.

3.12 Permitted purpose and operation of lessee's affairs

- (1) The Lessee shall use the Premises only for the purpose specified in Item 1.7 of Schedule 1 or for any other purpose first approved in writing by the Lessor.
- (2) The Lessee shall at all times conduct its affairs for the purpose specified in Item 1.7 of Schedule 1 in a first class businesslike and reputable manner and with due diligence and efficiency.

3.13 Insurances

The Lessee shall, at the Lessee's expense, effect and keep current, with an insurance company approved by the Lessor the following insurances in relation to the Premises:

Public risk

- (a) A policy covering public risk which will:
- (i) be in the name of the Lessee, the Lessor, the Lessor's agent, managers, employees, representatives and contractors and provide for a minimum cover of ten million dollars (\$10,000,000.00) for each accident, claim or event or such higher amount as the Lessor specifies; and
 - (ii) extend to cover any liability for the death of, illness of, or injury to, any person or loss, destruction or damage to any person's property sustained when such person is using or entering or near any entrance, passage, stairway, display or display window to into or of the Premises, or sustains the injury or damage as a result of an act or omission of the Lessee, its agent, licensee, employee or representative operating a business on or from the Premises, or sustains the injury or damage as a result of consuming food or drink supplied on or from the Premises or as a result of goods sold on or from the Premises; and
 - (iii) require the insurance company and the Lessee to give the Lessor at least 30 days written notice before either cancellation of the policy or a reduction in its level or extent of cover; and
 - (iv) contain a clause which provides that any claims made by any of the insured parties against any other will be treated as though the claimant were not an insured party and in such instances provided that the insurance company waives its right of subrogation; and
 - (v) provide cover which is primary and not contributory with any policies effected by the Lessor or the Lessor's managers, agents, employees, representatives or contractors.

Buildings

- (b) A policy covering the Lessee's buildings and other improvements forming part of the Premises to the full insurable value against loss or damage resulting from fire and extraneous risks including but not limited to water, storm and rainwater damage.

Fittings and chattels

- (c) A policy covering the Lessee's fittings, fixtures and chattels contained in or about the Premises for its full insurable value against loss or damage resulting from fire and extraneous risks including but not limited to water, storm and rainwater damage.

3.14 Evidence of insurance cover

- (1) Before taking possession of the Premises, the Lessee shall deliver the insurance policies required under this Lease to the Lessor.
- (2) The Lessee shall give satisfactory evidence to the Lessor that the policies have been renewed within 7 days after the expiration of each policy term.

3.15 Not to void insurances

The Lessee shall not at any time do or allow anything which may either render the insurances on the Premises or any part of it void or voidable.

3.16 Compliance with insurance regulations

- (1) The Lessee shall comply with insurance, sprinkler and fire alarm regulations as they relate to the use of the Premises.
- (2) The Lessee shall pay to the Lessor the cost of any alterations to any sprinkler or fire alarm installation which may become necessary by reason of the non-compliance by the Lessee with the regulations of the Insurance Council of Australia or the requirements of the Lessor's insurer or both of them.
- (3) The Lessee shall pay to the Lessor on demand the Lessor's costs of carrying out:
 - (a) any testing and servicing of fire equipment and systems and of electrical equipment which may be required by law or recommended by any relevant authority; and
 - (b) any alteration to any fire equipment and systems which may become necessary by reason of non-compliance by the Lessee with the requirements of any insurer, relevant authority or local government.

3.17 Indemnity

The Lessee shall indemnify the Lessor and keep the Lessor indemnified from and against all claims, demands, writs, summonses, actions, suits, proceedings, judgments, orders, decrees, damages, costs, losses and expenses of any nature whatsoever which the Lessor may suffer or incur in connection with loss of life, personal injury or damage to property arising from or out of any occurrence in upon or at the Premises or the use by the Lessee of the Premises or to any person or the property of any person using or entering or near any entrance to the Premises or occasioned (wheresoever it may occur) wholly or in part by any act, neglect, default or omission by the Lessee its agents, contractors, servants, workmen, customers, members or any other person or persons using or upon the Premises with its consent or approval expressed or implied.

3.18 Alterations and improvements

The Lessee shall not, without the prior written consent of the Lessor, make or permit to be made any alteration in or additions to the Premises or remove from the Premises any improvement and the Lessee shall not cut maim or injure or suffer to be cut maimed or injured any of the walls, floors, ceilings, plumbing, gas or electrical fixture or fittings or timbers.

3.19 Notice of defects

The Lessee shall give to the Lessor immediate notice in writing of any damage to or defect in the Premises or the water or sewerage pipes, gas pipes, electrical light fixtures or any plant fittings or equipment in the Premises.

3.20 Sale of alcohol

The Lessee shall not sell or permit the sale of any alcohol or alcoholic beverage on the Premises except with the prior consent of the Lessor and in accordance with a licence under the Liquor Licensing Act 1988.

3.21 Assignment or subletting

- (1) The Lessee shall not assign, sublet or part with the possession of the Premises and the Lease without the prior written consent of the Lessor.
- (2) Sections 80 and 82 of the Property Law Act 1969 are hereby expressly excluded.
- (3) Where the Land is Crown land, the prior written consent of the Minister for Lands is required under subclause (1) in addition to the consent of the Lessor.
- (4) The Lessee shall not mortgage, encumber or charge the Premises or the Lease
- (5) The Lessee shall not to allow any person to enter into possession of any of the units constructed upon the Premises unless and until such persons shall have entered into a tenancy agreement.

3.22 Signs

The Lessee shall not, without the prior written consent of the Lessor, affix or exhibit or permit to be affixed to or exhibited upon any part of the exterior of the Premises or in any place visible from outside the Premises any placard, sign, notice, poster, hoarding or advertisement.

3.23 Legal costs

- (1) The Lessee shall pay to the Lessor on demand the costs (of a full indemnity basis) of and incidental to the negotiations and instructions for and the preparation, completion and stamping of this Lease (including stamp duty) and all copies of this Lease.
- (2) The Lessee shall pay to the Lessor on demand all costs, charges and expenses (including solicitors' costs and surveyors' fees) incurred by the Lessor for the purpose of or incidental to the preparation and service of any notice under section 81 or any other section of the Property Law Act 1969 requiring the Lessee to remedy a breach of a provision of this Lease.

3.24 Lessee to make good

- (1) At the expiration or sooner determination of this Lease:
 - (a) the Lessee shall yield up the Premises to the Lessor in the condition required by this Lease; and
 - (b) the Lessee shall remove from the Premises all fixtures, fittings and chattels brought onto the Premises by or for the use of the Lessee except for any structural improvements and any fixtures, fittings and chattels provided for the use of the Lessee and which the Lessor determines should remain in the Premises. The Lessee shall not do or allow any damage to the Premises in such removal. If however any damage occurs the Lessee will immediately make it good; and
 - (c) the Lessee shall remove any lettering, signs, names, advertisements and notices erected, painted, displayed or affixed onto or within the Premises and make good any damage caused by reason of such erection, painting, displaying, affixing or removal. If the Lessee defaults under this clause the Lessor may remove and make good at the Lessee's expense.

- (2) If the Lessee fails to remove its fixtures, fittings and chattels the Lessor may at its option do either or both of the following:
- (a) remove and store any of them in such a manner as the Lessor determines at the cost of the Lessee; and
 - (b) treat them as if the Lessee had abandoned its interest in them and they had become the property of the Lessor may then deal with them in such manner as the Lessor determines. If the Lessor sells them it need not account to the Lessee for the proceeds of sale but may apply the proceeds of sale as it see fit.

3.25 No registration or caveat

- (1) Neither the Lessee nor any agent or other person on behalf of the Lessee shall without the prior consent in writing of the Lessor register this Lease nor lodge any absolute caveat in respect of the Premises to protect the interests of the Lessee under this Lease.
- (2) In the event of this Lease or any such caveat being registered or lodged the Lessee, in consideration of the Lessor having granted this Lease to the Lessee, hereby irrevocably appoints the Lessor and each and every one of the officers or agents of the Lessor jointly and severally for the Term and for a period of 6 months after the Term the agent and attorney of the Lessee to surrender or withdraw any such lease or caveat the cost of which shall be borne and paid by the Lessee.

3.26 Interest on arrears

The Lessee shall pay to the Lessor on demand interest at the Rate of Interest plus 2% on all moneys owing by the Lessee but unpaid in breach of the provisions of this Lease for more than 14 days from and including the due date for payment such interest to be calculated on a daily basis on the total of the moneys owing from time to time and computed from and including the due date for payment until the date of actual payment.

3.27 GST

Each payment made by the Lessee under this Lease must be made with an additional payment in respect of any GST or similar tax applying to that payment.

3.28 Lessee's office holders

Where the Lessee is an incorporated association or a body corporate, the Lessee shall deliver to the Lessor, as often as is required, a current list of the names and addresses of the office holders of the Lessee.

3.29 Vandalism

The Lessee shall immediately report to the Lessor any acts of vandalism or any incident which occurs on or adjacent to the Premises which is, or is likely to involve, a breach of the peace or become the subject of a report to the police.

3.30 Storage of dangerous materials

The Lessee shall not store or keep on the Premises any inflammable liquids, acetylene gas, dangerous chemicals or volatile or explosive oils, compounds or substances.

3.31 Special conditions

The Lessee shall observe and perform the special conditions set out in Schedule 2.

4. QUIET POSSESSION

If the Lessee pays the rent and performs its covenants contained in this Lease it will peaceably possess and enjoy the Premises for the Term without any interruption from the Lessor or any person lawfully claiming through, from or under it, subject always to the rights, powers, remedies and reservations of the Lessor contained in this Lease.

5. MUTUAL AGREEMENTS

5.1 Default

If:

- (a) the Rent or any part of it is in arrears for 14 days even if it has not been formally demanded;
- (b) the Lessee breaches or does not comply with any provision whether expressed or implied in this Lease;
- (c) repairs required by any notice given by the Lessor under this Lease are not completed within the time specified in the notice;
- (d) the Lessee defaults in the payment of any moneys owing to the Lessor other than rent whether under this Lease or any other account after 14 days written demand for payment has been made by the Lessor on the Lessee;
- (e) the Lessee is a corporation and an order is made or a resolution is passed for the winding up of the Lessee except for the purpose of reconstruction or amalgamation with the written consent of the Lessor which consent will not unreasonably be withheld;
- (f) the Lessee is a corporation and ceases or threatens to cease to carry on business or goes into liquidation whether voluntary or otherwise or is wound up or if a liquidator or receiver (in both cases whether provisional or otherwise) is appointed;
- (g) the Lessee is a corporation and is placed under official management or an administrator is appointed under or pursuant to the provisions of the relevant Corporations Law or enters into a composition or scheme of arrangement;
- (h) the interest of the Lessee under this Lease is taken in execution;
- (i) the Lessee or any person claiming through the Lessee conducts any business from the Premises after the Lessee has committed an act of bankruptcy;
- (j) the Lessee abandons or vacates the Premises; or
- (k) the Lessee being an incorporated association:
 - (i) is wound up or resolves to be dissolved or wound up voluntarily;

- (ii) without the prior written consent of the Lessor, changes its name, objects or constitution;
- (iii) is convicted of an offence under the Associations Incorporations Act 1987,

then the Lessor may in addition to its other powers either:

- (i) re enter on the Premises or any part of them with force if necessary and eject the Lessee and all other persons from and repossess the Premises; or
- (ii) by notice in writing to the Lessee determine this Lease,

or both.

5.2 Lessor's powers

If the Lessor exercises its powers under clause 5.1, this Lease will terminate but the Lessee will not be released from liability for any breach of or non-compliance with any provision of this Lease and the remedies available to the Lessor for recovery of arrears of rent or for prior breach or non-compliance will not be affected. On such determination if the Lessee fails to remove its fixtures, fittings and chattels the Lessor may at its option do either or both of the following:

- (a) remove and store any of them in such a manner as the Lessor determines at the cost of the Lessee; and
- (b) if the Lessee does not remove or recover them within a month after termination of the Lease, treat them as if the Lessee had abandoned its interest in them and they had become the property of the Lessor and the Lessor may then deal with them in such a manner as the Lessor determines. If the Lessor sells them, it need not account to the Lessee for the proceeds of sale, but may apply the proceeds of sale as it sees fit.

5.3 Destruction of the Premises

- (1) Where the Premises or any buildings forming part of the Premises are at any time damaged or destroyed by fire, flood, lightning, storm or tempest so as to make them unfit for the occupation and use of the Lessee, then the Rent or a proportionate part of the Rent, according to the nature and extent of the damage sustained will abate and all remedies for recovery of the Rent, or such proportionate part of the Rent will be suspended until the Premises are rebuilt or made fit for the occupation and use of the Lessee.
- (2) If the Lessor does not rebuild the Premises or any buildings forming part of the Premises or make them fit for the use and occupation of the Lessee within a reasonable time then either party may terminate this Lease by one month's notice in writing to the other without right or claim for damage by reason of such termination of the Lease but without prejudice to the rights of either party for any prior breach of or failure to comply with a provision of this Lease.
- (3) Nothing in this Lease will impose on the Lessor any obligation to rebuild the Premises or any buildings forming part of the Premises or to make the Premises or any buildings forming part of the Premises fit for the use and occupation of the Lessee.

5.4 Entry by Lessor

If the Lessee fails to duly and punctually observe or perform any provision of this Lease the Lessor shall be entitled to carry out the observance or performance of the provision and for that purpose the Lessor or the Lessor's architects, servants agent or workmen may if necessary enter the Premises and the cost and expense incurred in the observance or performance together with interest thereon at a rate of 2% per annum greater than the Rate of Interest shall be a debt due by the Lessee to the Lessor and shall be payable on demand and may be recovered by the Lessor in the same manner as if such debt were for rent due under this Lease in arrears by action in law and such cost expense and interest shall be a charge on the term.

5.5 Works by Lessor

- (1) The Lessor may by itself or its agents at all reasonable times enter the Premises or any part of the Premises for any one or more of the following purposes:
 - (a) complying with the terms of any legislation affecting the Premises and any notices served on the Lessor or Lessee by any statutory, licensing, municipal or other competent authority;
 - (b) carrying out any repairs, alterations or works of a structural nature;
 - (c) installing any services such as gas pipes, water pipes, drainage pipes, cables or electrical wiring;
 - (d) making any repairs which the Lessor may think necessary to the Premises;
 - (e) making any improvements or alterations to the adjoining Premises which the Lessor may consider necessary;
 - (f) exercising the powers and authorities of the Lessor under this Lease.
- (2) In carrying out the works referred to in this clause the Lessor will not cause unnecessary interference with the use of the Premises by the Lessee.

5.6 Holding over

If the Lessee shall hold over the Premises upon the expiry of the Term then a tenancy from year to year shall not be presumed but the tenancy shall in that event be and continue to be a tenancy from week to week at the rental then payable but otherwise upon the terms and conditions contained in this Lease insofar as they are applicable and shall be determinable at the expiration of one week's notice by either party to the other at any time.

5.7 No waiver

- (1) No waiver (whether express or implied) by the Lessor of any breach of any covenant, obligation or provision contained or implied in this Lease will operate as a waiver of any other breach of the same or any other covenant, obligation or provision contained or implied in this Lease nor shall it operate as a waiver of the essentiality of any obligation which by virtue of this Lease is an essential term of this Lease.

- (2) In particular, any demand by the Lessor for, or any acceptance by the Lessor of, rent or other moneys payable under this Lease will not constitute a waiver by the Lessor of any breach of any provision in this Lease and will not create any new tenancy between the parties.
- (3) No custom or practice which has grown up between the parties in the course of administering this Lease will be construed so as to waive or lessen the right of the Lessor to insist on the performance by the Lessee of all or any of the Lessee's obligations under this Lease.

5.8 No warranty

- (1) This document embodies the whole transaction of leasing made by this Lease and all warranties, conditions and representations collateral or otherwise concerning the leasing whether written, oral, express or implied and whether consistent with this document or not are cancelled.
- (2) This Lease may be amended only by instruments in writing executed by the Lessor and the Lessee.
- (3) The Lessee acknowledges that it has entered into this Lease without relying on any representation or warranty by the Lessor except as stated in this clause and after satisfying itself as to the suitability of the Premises for the purpose of which the Premises are leased.

5.9 Lessor's right to install services

The Lessor reserves to itself and to its employees agents and contractors the right to enter upon the Premises at all reasonable times with all necessary materials and appliances to erect make excavate lay or install in on over or under the Premises any posts drains pipes conduits cables wires or other things requisite for any existing or future service to the Premises together with the like right to enter upon the Premises for the purpose of inspecting removing maintaining altering or adding to any such things relating to an existing service to the Premises and, in each such case the Lessor shall cause as little inconvenience and damage to the Lessee as is practicable in the circumstances.

5.10 Execution of works by Lessor

If the Lessor desires or is required to:

- (a) execute any works which by law the Lessor is bound and has been required to execute on the Premises or the Building; or
- (b) build any further storeys upon the Building; or
- (c) alter repair add to or re-build any part of the Premises or the Building; or
- (d) construct erect lay down alter repair cleanse or maintain any drain ventilator shaft water pipe electric wires or gas pipes in connection with or for the accommodation of the Building or any adjoining property; or
- (e) underpin; or
- (f) reinstate or re-build in case of fire,

then and in any such case the Lessor may with or without employees agents workmen and contractors and appliances enter upon the Premises and carry out such works doing as little damage to the Premises as is reasonably possible and restoring them without unreasonable delay but without making compensation for any damage or inconvenience

to the Lessee provided that in each case the Lessor shall cause as little inconvenience and damage to the Lessee as is practicable in the circumstances.

5.11 Notices

- (1) Any notice or demand from the Lessor to the Lessee is to be taken to be duly served if left for the Lessee on the Premises, if mailed by prepaid letter addressed to the Lessee at the address set in this Lease or if sent by facsimile machine to the Lessee's facsimile machine.
- (2) Any notice or demand from the Lessee to the Lessor is to be taken to be duly served if mailed by prepaid letter addressed to the Lessor at its office.
- (3) A notice or demand posted mailed is to be taken to be duly served at the expiration of 48 hours after the time of posting mailing and any notice given by one party to the other may be signed on behalf of the party giving it by a director, secretary, chief executive officer or solicitor.

5.12 Approvals and consents

Except as expressly stated to the contrary in this Lease, the Lessor may, whenever its approval or consent is required under this Lease, give it conditionally or unconditionally or withhold it.

6. ESSENTIAL TERMS

The Lessee and the Lessor agree that each of clauses 2.3, 3.1, 3.2, 3.3, 3.12, 3.13 and 3.21 are essential terms of this Lease, and any breach or failure by the Lessee to comply with any of those clauses will entitle the Lessor to all rights and remedies available to it in respect of breach or failure to comply with an essential term.

7. GUARANTEE

- (1) This Lease is granted to the Lessee at the request of the Guarantor and for such consideration the Guarantor hereby covenants and agrees with the Lessor as follows:
 - (a) the Guarantor hereby guarantees to the Lessor the due observance and performance by the Lessee of each and all of the covenants contained in this Lease.
 - (b) the Guarantor hereby indemnifies the Lessor and covenants and agrees at all times hereafter to keep the Lessor indemnified from and against all damages and all costs, losses and expenses which the Lessor may suffer or incur as a result either directly or indirectly of any breach or non-observance by the Lessee of any covenant or provision in this Lease expressed or implied and on the part of the Lessee to be observed and performed and the Guarantor agrees that this indemnity shall continue and the Guarantor shall remain liable to the Lessor under this indemnity notwithstanding that as a consequence of such breach or non-observance the Lessor has exercised any of its rights hereunder and notwithstanding that the Lessee (being a corporation) may be wound up or (being a natural person) may be declared bankrupt and notwithstanding that the guarantee hereby given may for any reason whatsoever be unenforceable either in whole or in part.
- (2) The Guarantor shall be responsible for the payment to the Lessor on demand of all costs, charges and expenses which the Lessor may be entitled to recover by reason of any default of the Lessee.

- (3) The liability of the Guarantor shall not be released, prejudiced or abrogated by the granting of time or other indulgence or concession to the Lessee or by any variation of the provisions of this Lease or by any release, abandonment, waiver or modification of any rights or obligations as between the Lessor and the Lessee or by any act or omission of the Lessor whereby but for this provision the Guarantor would or may have been so released it being intended that the obligation and liability of the Guarantor shall be a continuing liability absolute and unconditional in all circumstances.
- (4) If for any reason and whether by statute or otherwise any payment made by the Guarantor to the Lessor under the provisions of this Lease is avoided then irrespective of whether such avoidance operates from the date of such payment or from any later date the liability of the Guarantor shall remain as if no such payment had been made.
- (5) The guarantee and indemnity hereby given are to continue and are to remain in full force and effect until the due performance, observance and fulfillment by the Lessee of all the covenants and provisions in the Lease expressed or implied and on the part of the Lessee to be observed and performed.
- (6) Where 2 or more parties are named as Guarantor those parties are bound jointly and severally.

8. GST

- (1) If GST is imposed or levied in respect of any supply by a party under or in accordance with this Lease (including the supply of the Premises or the supply of any goods, services, rights, benefits or other things) then the party making the supply may recover the GST Amount from the party receiving the supply in addition to the Consideration. The party making the supply shall provide such invoices to the party receiving the supply as are required pursuant to the GST Legislation.

- (2) In sub-clause (1):

“Consideration” means any amount or consideration payable or to be provided pursuant to any provision of this Lease other than this clause;

“GST” means any form of goods and services tax or similar value added tax;

“GST Amount” means the Consideration (after deducting the GST Exempt Component) multiplied by the Rate;

“GST Exempt Component” means any part of the Consideration which solely relates to a supply that is free or exempt from the imposition of GST;

“GST Legislation” means A New Tax System (Goods and Services Tax) Act 1999 and any other legislation or regulation which imposes, levies, implements or varies a GST or any applicable rulings issued by the Commissioner of Taxation;

“Rate” means the rate at which GST Legislation from time to time imposes or levies GST on the relevant supply under this Lease;

“supply” includes supply as defined under GST Legislation.

SCHEDULE 1

Item 1.1	Lessee's Name and Address:	Bunbury Housing Association (Inc) trading as Alliance Housing (WA) 30 Forest Avenue Bunbury WA 6230
Item 1.2	Land: Reserve Number: Lot Number:	Nannup Lot 306 39740 306
	Premises:	Nannup Lot 306
	Lessor's Interest:	Reserve vested in Trust for the purpose of "Aged Persons Homes"
Item 1.3	Term:	25 years
	Commencement Date:	
	Expiry Date:	
Item 1.4	Annual rent payable on the Commencement Date:	One Peppercorn
Item 1.5	Manner of payment of rent:	Annually in advance if demanded
Item 1.6	CPI Rent Review Dates: Market Rent Review Dates:	
Item 1.7	Permitted Purpose:	The provision and maintenance of homes for frail aged persons and where circumstances permit disabled or aged persons.
Item 1.8	Guarantor's Names and Addresses:	

**SCHEDULE 2
SPECIAL CONDITIONS**

2.1 Permitted Use

- (1) The Lessee shall not use the Premises for any purpose whatsoever other than that of maintaining thereon homes for frail aged persons or where circumstances permit disabled or aged persons or such other facilities for the aforesaid persons as approved by the Lessor in writing the management of which homes and other facilities shall remain vested in the Lessee.
- (2) The Lessee shall keep open homes for the use of frail or aged persons or where circumstances permit disabled persons on such terms as the Lessee may from time to time determine it not being the intention of these presents that the actual management or control of such homes will in any way vest in the Lessor provided always however that such homes for the frail or aged persons or where the circumstances permit disabled persons shall not be operated for the purpose of making a profit other than as may be necessary for the effective and efficient running of such homes.
- (3) The Lessee shall at all times during the term hereby created comply at all times with all of the terms and conditions and obligations imposed upon the Lessee in the Joint Venture Agreement made the xxxxx day of xxxxxx 2013 between xxxxxx and the Lessee a copy whereof is Appendixed hereto ad forms Schedule 3.

THE COMMON SEAL of **SHIRE OF NANNUP** was)
hereunto affixed pursuant to a resolution of the Council)
in the presence of:)

Robert Jennings - Chief Executive Officer

THE COMMON SEAL of xxxxx was hereunto)
affixed by authority of the President/Chairperson in the)
presence of:)

Signature of authorised person

Office held

Name of authorised person
(block letters)

SIGNED by _____
in the presence of: _____

Address:

Occupation:



Government of Western Australia
Department of Commerce
Consumer Protection

Copy for Shire

Attachment 2

SHIRE OF NANNUP			
RECEIVED			
Ref: RES 34740		No. 278	
13 AUG 2013			
CEO	AO	LIB	FMO
MCS	EO	PUB	YO
WHT	CDO		RO
MDS	CR:		

Our Ref: Job No. 1676123
Enquiries: Telephone 1300 30 40 74

FOR DISCUSSION ATSMF

Ms Patricia Brockman
PO Box 319
NANNUP WA 6275

2 August 2013

Dear Ms Brockman,

ASSOCIATIONS INCORPORATION ACT 1987
DANJANGERUP COTTAGES INCORPORATED - A0822866D

I refer to the Notice of Special Resolution received by this office on 7 November 2012 in respect to the winding up of the above-named Association.

Please be advised that section 33(2) of the Act restricts the distribution of surplus property to either another **association incorporated** under the *Associations Incorporation Act 1987* (the Act) or for **charitable purposes**. This only applies to surplus assets after the satisfaction of all debts and liabilities.

We note that the Association has declared a surplus cash amount of approximately \$182,530.28 to be distributed to the Shire Nannup.

However, as discussed, as the Shire is not an incorporated association or charitable purpose, it is not a suitable recipient under the Act. If the Shire is going to use the funds for a charitable purpose, we would require a written undertaking from the Shire that the surplus assets would be used for the stated charitable purpose. Otherwise it will be necessary to resubmit an amended distribution plan which complies with the Act. I have enclosed an unmarked form for this purpose.

As stated above, section 33(2) of the Act only applies to surplus assets after the satisfaction of all debts and liabilities. This may apply to fulfilling contractual agreements. It is not clear if this would apply to the written agreement between the Association and the Shire referred to the distribution plan. The Committee may wish to look into this matter further.

Your early attention to the above matters would be appreciated as the documents remain unprocessed.

Should you require any further assistance in relation to this matter please contact the Associations Registration staff on 9282 0764 or 1300 30 40 74 (country callers).

Yours sincerely

for
Commissioner for Consumer Protection

Cr Gilbert left the meeting at 17.10 hours.

Cr Gilbert returned to the meeting at 17:12 hours.

AGENDA NUMBER:	11.5
SUBJECT:	Review of Financial Policies
LOCATION/ADDRESS:	Nannup
NAME OF APPLICANT:	Shire of Nannup
FILE REFERENCE:	ADM 7
AUTHOR:	Vic Smith - Manager Corporate Services
REPORTING OFFICER:	Vic Smith - Manager Corporate Services
DISCLOSURE OF INTEREST:	None
DATE OF REPORT	2 July 2013

Attachment: Financial Policies.

BACKGROUND:

The Policy Manual contains seven policies relating to financial management. These policies have been reviewed as part of the wider review of the Policy Manual and suggested revisions are shown at Attachment 1.

COMMENT:

The proposed amendments to the Statement are shown at Attachment 1. Wording which is recommended for deletion is shown as crossed through and new wording as underlined.

Various amendments are suggested as follows:

FNC1 – Capitalisation of Fixed Assets: Addition of a Policy Owner and minor changes to wording.

FNC2 – Depreciation Rates of Fixed Assets: A Policy Owner has been added. The depreciation methodology for Plant and Equipment has been revised to use the Straight Line methodology rather than the Reducing Balance methodology. This change brings all the depreciation methodologies into alignment and has the advantage that Plant and Equipment will be depreciated more quickly; this will help to ensure that asset valuations on the balance sheet are closer to likely market values, reducing the “loss” shown in the accounts when assets are sold or traded in.

FNC3 – Community Group Grants and Donations: The policy has been updated to reflect the timetable adopted for the 2013/14 budget and minor amendments

have been made to the wording. A new paragraph has been added to clarify that the award of any grants is subject to the approval of the annual budget.

FNC4 – Tourism Based Rural Properties – Rating Basis: No changes.

FNC5 – Rate Rebates for Pensioners: Policy Owner added.

FNC6 – Acceptance of Grant Funding: The policy has been amended to allow the acceptance of all grants, irrespective of the amount, where budgetary provision has already been made. This allows the administration of grant funding to be simplified without any loss of financial control.

FNC7 – Treasury Management Policy: No changes.

STATUTORY ENVIRONMENT: Local Government Act 1995.

POLICY IMPLICATIONS: The revised policies will improve financial administration.

FINANCIAL IMPLICATIONS: None.

STRATEGIC IMPLICATIONS: None.

VOTING REQUIREMENTS: Simple Majority.

RECOMMENDATION:

That Council approve the suggested revisions to the Financial Policies as set out in Attachment 1.

9013 DUNNET/MELLEMA

That Council approve the suggested revisions to the Financial Policies as set out in Attachment 1.

CARRIED 7/1

Voting for the motion: Dean, Dunnet, Gilbert, Longmore, Lorkiewicz, Mellema and Steer.

Voting against the motion: Camarri.

Policy Number:	FNC 1
Policy Type:	Finance
Policy Name:	Capitalisation of Fixed Assets
Policy Owner:	Manager Corporate Services
Authority:	Shire of Nannup

POLICY

Fixed Assets shall be capitalised where their individual value equals or exceeds \$2,000.

Assets may also be capitalised where they can be easily grouped and where the total value of the assets so grouped exceeds the \$3,000 threshold.

Where assets are so grouped a separate register of the numbers and value of the assets shall be kept ~~exclusive to~~ in the Asset Register.

Related Policies	
Related Procedures/Documents	
Delegated Level	
Adopted	OM 26 May 1994
Reviewed	OM 27 March 1997 OM 17 December 2009 OM August 2011 # Reviewed and Amended OM 22 August 2013

Policy Number:	FNC 2
Policy Type:	Finance
Policy Name:	Depreciation Rates of Fixed Assets
Policy Owner:	<u>Manager Corporate Services</u>
Authority:	Shire of Nannup

POLICY

Council's Fixed Assets are to be depreciated in accordance with the following rates, ~~as a percentage of written down value:~~

Buildings	2.5%	straight line
Furniture	10%	straight line
Office Equipment	20%	straight line
		reducing
		balance
Plant and Equipment	10%	<u>straight line</u>
Infrastructure Assets		
• Clearing and earthworks	Not Depreciated	
• Pavement	2%	straight line
• Seal	6.7%	straight line
• Kerb	1%	straight line
• Drainage	2%	straight line
• Parks & Gardens	2%	straight line
• Footpaths	2%	straight line

Those assets carried at a revalued amount, being their fair value at the date of revaluation less any subsequent accumulated depreciation and accumulated impairment losses, are to be revalued with sufficient regularity to ensure the carrying amount does not differ significantly from that determined using fair value at the reporting date.

Related Policies	
Related Procedures/Documents	
Delegated Level	
Adopted	OM 26 May 1994
Reviewed	OM 27 March 1997 OM 28 August 1997 OM 17 December 2009 OM 22 August 2013

Policy Number:	FNC 3
Policy Type:	Finance
Policy Name:	Community Group Grants and Donations
Policy Owner:	Chief Executive Officer
Authority:	Shire of Nannup

POLICY

1. That Council will advertise submissions for community grants in its annual information booklet and in the local newspaper in February, March and April ~~December/January~~ in any given year. ~~and that~~ The deadline for submissions will be ~~April 30~~ 28 February in any given year.
2. A standard submission form with all the required details ~~is to~~ will be used in order that Council can arrive at an informed decision ~~on~~ the distribution of public funds. ~~An emphasis is to~~ Responsibility will be placed on groups to provide an accurate financial status, ~~via legitimate providing suitable~~ documentation to ensure fair consideration of their submission by Council.
3. Requests for donations outside of the Community Grants budget deliberations are to be made in writing, giving full details of the organisation concerned and the purpose for which the donation will be used. Council reserves the right to request any information necessary in order to arrive at a decision whether or not to provide a donation in any instance.
4. All requests for donations outside of the Community Grants budget deliberations shall be included in the next available agenda, which will include a report from staff detailing the availability and source of funds from Council's budget, if recommended for approval
5. Council at its discretion shall approve or not approve donations outside of Community Grants budget deliberations.
6. Payment of Community Grants will be made once the Council's budget for the year has been approved.

Related Policies	
Related Procedures/Documents	
Delegated Level	
Adopted	OM 9 June 1994
Reviewed	OM 27 March 1997 OM 28 June 2001 <u>OM 22 August 2013</u>

Policy Number:	FNC 4
Policy Type:	Finance
Policy Name:	Tourism Based Rural Properties – Rating Basis
Policy Owner:	Chief Executive Officer
Authority:	Shire of Nannup

OBJECTIVE

To provide guidelines to establish when the classification of a rural ratable location should change from traditional “rural”, to “rural GRV” (i.e. its use is predominantly tourism based).

POLICY

In accordance with Section 6.28 of the Local Government Act 1995, where land is used predominantly for rural purposes, the property shall be valued based upon its unimproved value.

Where tourism development has occurred on a location to the extent that its use is predominantly non-rural, the location shall be valued based upon its Gross Rental Value.

The following should be taken into consideration when determining whether a location is being used for tourism related activities as opposed to predominantly rural activities:

1. When tourism related activity produces the majority of the income for a location, then this activity takes over as the “predominant use”.
2. The predominant use must be definable within a rateable lot or location.
3. Tourism based activities include Chalets, Lodging Houses, Guest Houses, Wineries, door sales of produce (e.g. marron, wine, cheese, craft, woodwork, etc), Restaurants, etc., or a combination of these.
4. As a guide, five or more chalets on a property would indicate the predominant use has changed.

Related Policies	
Related Procedures/Documents	
Delegated Level	
Adopted	OM 25 February 1999
Reviewed	OM 17 December 2009 OM 22 August 2013

Policy Number:	FNC 5
Policy Type:	Finance
Policy Name:	Rate Rebates for Pensioners
Policy Owner:	<u>Manager Corporate Services</u>
Authority:	Shire of Nannup

POLICY

Rebates for eligible pensioners or seniors who reside on a property with a non-residential component will be applied to the minimum rate applicable to a residence in the townsite, on the condition that State Treasury fully reimburses Council the total amount of the rebate applicable.

Related Policies	
Related Procedures/Documents	
Delegated Level	
Adopted	OM 20 December 2001
Reviewed	OM 17 December 2009 OM 22 August 2013

Policy Number:	FNC 6
Policy Type:	Finance
Policy Name:	Acceptance of Grant Funding
Policy Owner:	Chief Executive Officer
Authority:	Shire of Nannup

POLICY

Acceptance of grant funding by Council is to be in accordance with the following:

1. Any matching funding required of Council is to be included in the annual budget or by Council resolution.
2. The Chief Executive Officer is delegated authority to accept grants on behalf of Council up to a maximum amount of \$5,000 or for higher sums where budgetary provision for the grant or associated match funding already exists.
3. Where a grant is accepted on behalf of Council up to the delegated amount, an Information Report is to be provided to Council at the next available opportunity giving details of the grant accepted.
4. Where a grant is accepted on behalf of Council up to the delegated amount, the grant purpose is to be consistent with existing planning documents or direction of Council such as Council's adopted Forward Plan, budget or existing resolution of Council.

Related Policies	
Related Procedures/Documents	
Delegated Level	
Adopted	OM 26 February 2009
Reviewed	<u>OM 22 August 2013</u>

Policy Number:	FNC7
Policy Type:	Finance
Policy Name:	Investment Policy
Policy Owner:	Chief Executive Officer
Authority:	Shire of Nannup

Definition

The Council defines its treasury management activities as the management of the Council's investments and cash flows, its banking, money market and capital market transactions, the effective control of the risks associated with those activities and the pursuit of optimum performance consistent with those risks.

Objectives

The Council regards the successful identification, monitoring and control of risk to be the prime criteria by which the effectiveness of its treasury management activities will be measured. Accordingly, the analysis and reporting of treasury management activities will focus on their risk implications for the organisation. Priority for investment decisions will be based on security and liquidity.

Legislative Requirements

All investments are to be made in accordance with:

- Local Government Act 1995 – Section 6.14
- The Trustees Amendment Act 1962 –, re: Part III Investments (as amended 1997)
- LG Financial Management Regulations (19, 28 and 49)
- Australian Accounting Standards

Management and Decision Making

The Chief Executive Officer, shall be responsible for the management of the Council's funds and for reporting to the Council on these affairs.

All executive decisions on borrowing, investment or financing shall be delegated to the Chief Executive Officer and the CEO may delegate the exercise of these powers to the:

- Manager Corporate Services
- Or any other employee of the Shire through instrument(s) of delegation.

Approved Organisations for Investment

Surplus funds may be invested in the following institutions:

- (a) The Council's account holding bank

(b) authorized deposit taking institutions and the Western Australian Treasury Corporation.

All investments must be in Australian currency.

Funds must be invested in the following financial instruments:

- authorized deposit taking institutions and the Western Australian Treasury Corporation for a term not exceeding 12 months
- bonds that are guaranteed by the Commonwealth Government or a State or Territory for a term not exceeding three years

Where investments of greater duration than 12 months are desired, Council officers are to obtain independent financial advice from a Certified Financial Planner with regard to specific investment selection.

The maximum amount that may be invested with any one institution is \$4 million for deposits requiring less than 24 hours notice of withdrawal and \$2 million for all other deposits.

The Chief Executive Officer can authorise a transaction which exceeds the maximum investment limit with any one institution and must record the reason for any departure from the policy and report this to Council. In such cases the appropriate authorising signature should be recorded in a central register.

Related Policies:	
Related Procedures/Documents:	
Delegated Level:	Chief Executive Officer, Manager Corporate Services
Adopted:	OM 26 April 2012
Reviewed:	OM 22 August 2013

**Shire of Nannup
Ordinary Council Meeting Minutes: August 2013**

AGENDA NUMBER:	11.6
SUBJECT:	Budget Monitoring 2013/14
LOCATION/ADDRESS:	Nannup
NAME OF APPLICANT:	Shire of Nannup
FILE REFERENCE:	FNC 15
AUTHOR:	Vic Smith – Manager Corporate Services
REPORTING OFFICER:	Vic Smith – Manager Corporate Services
DISCLOSURE OF INTEREST:	None
DATE OF REPORT	12 August 2013

Attachment: Monthly Financial Statements for the period ending 31 July 2013.

BACKGROUND:

Local Government (Financial Management) Regulation 34(1) requires that Council report monthly on the financial activity from all the various operating and capital divisions. Council has adopted a variance threshold of 10% or \$5,000, whichever is the greater on which to report. The statutory statements are attached at Attachment 1.

Whilst this has resulted in all variances of 10% being identified and reported it only focuses attention on the performance to the month in question and not the likely outturn at the end of the year.

Monthly reporting draws on the flexibility allowed in the Financial Management Regulations to draw attention to likely under and overspends at the end of the year.

COMMENT:

As we are only one month in to our current financial year there has been little expenditure and income incurred to date and no under or overspends are anticipated at this point in time.

Income in Education and Welfare is approximately \$20,000 higher than budgeted due to the receipt of a grant to develop a heritage trail; this will be matched by expenditure and will not therefore result in a budget variation.

The performance of the caravan park is being closely monitored and is not expected at this point in time to have a significant variation against the budget. Approximately \$8,000 in income has been received in July; about half of this represents advance bookings for the music festival.

The variances shown in the statutory statements result from income and expenditure not being in accordance with the profile adopted for the budgets and are therefore due to timing differences.

STATUTORY ENVIRONMENT:

Local Government (Financial Management) Regulation 34 (1)(a).

POLICY IMPLICATIONS: None.

FINANCIAL IMPLICATIONS: None.

STRATEGIC IMPLICATIONS: None.

VOTING REQUIREMENTS: Simple Majority

RECOMMENDATION:

It is recommended that the Monthly Financial Statements for the period ending 31 July 2013 be received.

9014 STEER/DUNNET

It is recommended that the Monthly Financial Statements for the period ending 31 July 2013 be received.

CARRIED 8/0

SHIRE OF NANNUP

STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2013 TO 31 JULY 2013

	2013/14 Y-T-D Actual \$	2013/14 Y-T-D Budget \$	2013/14 Budget \$	Variances Y-T-D Budget to Actual %
Operating				
Revenues/Sources				
Governance	0	0	1,000	0%
General Purpose Funding	9,633	176,578	2,123,986	(95%)
Law, Order, Public Safety	42	17,256	207,100	(100%)
Health	150	299	3,600	(50%)
Education and Welfare	20,049	1,029	12,360	1848%
Housing	2,238	1,616	19,396	38%
Community Amenities	3,251	9,714	109,435	(67%)
Recreation and Culture	788	1,587	25,570	(50%)
Transport	1,050,925	302,572	3,390,897	247%
Economic Services	8,131	13,249	159,000	(39%)
Other Property and Services	845	2,241	26,894	(62%)
	<u>1,096,052</u>	<u>526,141</u>	<u>6,079,238</u>	<u>108%</u>
(Expenses)/(Applications)				
Governance	(86,104)	(98,930)	(303,291)	(13%)
General Purpose Funding	(15,810)	(58,398)	(1,799,524)	(73%)
Law, Order, Public Safety	(37,073)	(28,293)	(397,953)	31%
Health	(5,497)	(3,358)	(52,080)	64%
Education and Welfare	(14,866)	(11,595)	(203,667)	28%
Housing	(2,804)	(2,093)	(36,473)	34%
Community Amenities	(15,080)	(30,967)	(438,009)	(51%)
Recreation & Culture	(31,210)	(29,928)	(451,565)	4%
Transport	(113,933)	(215,478)	(2,517,109)	(47%)
Economic Services	(23,289)	(24,393)	(349,299)	(5%)
Other Property and Services	14,901	(1,842)	(22,105)	(909%)
	<u>(330,767)</u>	<u>(505,275)</u>	<u>(6,571,075)</u>	<u>(35%)</u>
Adjustments for Non-Cash (Revenue) and Expenditure				
(Profit)/Loss on Asset Disposals	0	0	42,200	0%
Depreciation on Assets	0	160,782	1,929,378	(100%)
Capital Revenue and (Expenditure)				
Purchase Land and Buildings	(2,475)	0	(79,900)	0%
Purchase Infrastructure Assets	(3,378)	0	(4,438,943)	0%
Purchase Plant and Equipment	0	0	(433,000)	0%
Purchase Furniture and Equipment	0	0	(37,050)	0%
Proceeds from Disposal of Assets	0	0	135,000	0%
Repayment of Debentures	(1,047)	(1,047)	(68,743)	(0%)
Proceeds from New Debentures	0	0	0	0%
Leave Provisions	0	0	195,531	0%
Accruals	0	0	8,286	0%
Self Supporting Loan Principal Income	1,047	1,047	20,076	(0%)
Transfers (to)/from Reserves	0	0	(387,280)	0%
ADD Net Current Assets July 1 B/Fwd	1,256,277	2,308,250	2,308,250	
LESS Net Current Assets Year to Date	3,313,740	3,787,930	0	
Amount Raised from Rates	<u>(1,298,032)</u>	<u>(1,298,032)</u>	<u>(1,298,032)</u>	
	1,298,032	1,298,032	1,298,032	
Error	(0)		346,375	
Adjustment	1,051,973			

SHIRE OF NANNUP
STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY 2012 TO 31 MAY 2013

	2012/13 Actual \$	Brought Forward 01-July-2013 \$
NET CURRENT ASSETS		
Composition of Estimated Net Current Asset Position		
CURRENT ASSETS		
Cash - Unrestricted	2,257,540	2,731,969
Cash - Restricted	205,276	41,973
Cash - Reserves	1,813,274	1,810,011
Receivables	1,442,967	379,201
Inventories	0	0
	<u>5,719,058</u>	<u>4,963,155</u>
LESS: CURRENT LIABILITIES		
Payables and Provisions	<u>(386,767)</u>	<u>(456,546)</u>
	5,332,291	4,506,609
Less: Cash - Reserves - Restricted	(2,018,551)	(1,851,984)
NET CURRENT ASSET POSITION	<u><u>3,313,740</u></u>	<u><u>2,654,625</u></u>
	0	0

Adjustment

**Shire of Nannup
Ordinary Council Meeting Minutes: August 2013**

AGENDA NUMBER:	11.7
SUBJECT:	Monthly Accounts for Payment
LOCATION/ADDRESS:	Nannup Shire
NAME OF APPLICANT:	N/A
FILE REFERENCE:	FNC 8
AUTHOR:	Tracie Bishop – Finance Officer
REPORTING OFFICER:	Vic Smith – Manager Corporate Services
DISCLOSURE OF INTEREST:	None
DATE OF REPORT	Date 13 August 2013

Attachment : Schedule of Accounts for Payment

BACKGROUND:

The Accounts for Payment for the Nannup Shire Municipal Account fund and Trust Account fund detailed hereunder and noted on the attached schedule are submitted to Council.

COMMENT:

If Councillors have questions about individual payments prior notice of these questions will enable officers to provide properly researched responses at the Council meeting.

Municipal Account

Accounts paid by EFT	5041 - 5128	\$ 316,024.50
Accounts paid by cheque	19219 - 19243	\$10,993.08
Accounts paid by Direct Debit	99409 - 99416	\$25,673.73

Sub Total Municipal Account	\$352,691.31
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Trust Account

Accounts Paid by cheque	19221 – 19222 &22770	\$9,170.49
Paid by EFT	5073	\$200.00
Sub Total Trust Account		\$9,370.49

Total Payments	\$362,061.80
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STATUTORY ENVIRONMENT: LG (Financial Management) Regulation 13

POLICY IMPLICATIONS: None.

FINANCIAL IMPLICATIONS: As indicated in Schedule of Accounts for Payment.

STRATEGIC IMPLICATIONS: None.

VOTING REQUIREMENTS: Simple majority

RECOMMENDATION:

That the List of Accounts for Payment for the Nannup Shire Municipal Account fund totalling \$362,061.80 in the attached schedule be endorsed.

9015 LORKIEWICZ/MELLEMA

That the List of Accounts for Payment for the Nannup Shire Municipal Account fund totalling \$362,061.80 in the attached schedule be endorsed.

CARRIED 8/0

SHIRE OF NANNUP ACCOUNTS FOR PAYMENT -AUGUST 2013				Attachment 1
Chq/EFT	Name	Description	Amount	
EFT5041	GREENLINE AGRICULTURE	MOWER BLADE	\$ 196.12	
EFT5042	NANNUP SKIP BINS	SKIP BIN SERVICE	\$ 110.00	
EFT5043	BP NANNUP	JUNE FUEL INVOICE	\$ 291.37	
EFT5044	SCANIA AUSTRALIA - BUNBURY OFFICE	CARRY OUT SERVICE	\$ 1,131.02	
EFT5045	RAPID PLASTICS (WA) PTY LTD	800 L TANK	\$ 1,031.10	
EFT5046	EDGE PLANNING & PROPERTY	PLANNING SERVICES	\$ 4,524.06	
EFT5047	STRATEGEN ENVIRONMENTAL CONSULTANTS PTY LTD	ADDITIONAL WORKS - BUSH FIRE PRONE MAPS	\$ 1,500.13	
EFT5048	MPM DEVELOPMENT CONSULTANTS	MAIN STREET PROJECT	\$ 3,062.40	
EFT5049	BUSSELTON PSI PTY LTD	RATES RECOVERY WORK	\$ 180.90	
EFT5050	MURDOCH UNIVERSITY	BUSINESS PLAN WAEMI	\$ 13,750.00	
EFT5051	BLUESTEEL ENTERPRISES PTY LTD	SUB ASSEMBLY-GENERAL RESCUE TRAILER FIT OUT	\$ 7,135.32	
EFT5052	HOT TEMPERED	MAINTENANCE WORKS	\$ 1,500.00	
EFT5053	FITONIA PTY LTD	MIX OF TULIPS	\$ 385.11	
EFT5054	MARJORIE SKOSS	LIBRARY REIMBURSEMENT	\$ 17.85	
EFT5055	CJD EQUIPMENT PTY. LTD.	REPAIRS ON G930 GRADER	\$ 1,688.68	
EFT5056	GEOGRAPHE SAWS & MOWERS	P2 SETS OF BLADES ON BOB-CAT MOWER	\$ 898.00	
EFT5057	LANDGATE	LAND REVALUATIONS	\$ 34.95	
EFT5058	GUMPTION PTY LTD	REGIONAL MAP NANNUP	\$ 1,375.00	
EFT5059	TOLL IPEC ROAD EXPRESS PTY LTD	FREIGHT CHARGES	\$ 242.32	
EFT5060	INSIGHT CCS PTY LTD	CALLS FEE FOR MONTH JUNE 2013	\$ 99.22	
EFT5061	JASON SIGNMAKERS	SIGNAGE	\$ 154.00	
EFT5062	STATE LIBRARY OF WESTERN AUSTRALIA	RECoup OF DIRECT COSTS	\$ 252.02	
EFT5063	METAL ARTWORK CREATIONS	NAME BADGES	\$ 36.30	
EFT5064	NANNUP HARDWARE & AGENCIES	BROOM KITCHEN	\$ 82.00	
EFT5065	NANNUP NEWSAGENCY	POSTAGE AND STATIONERY	\$ 311.29	
EFT5066	NANNUP EZIWAY SELF SERVICE STORE	REFRESHMENTS AND SUPPLIES	\$ 605.28	
EFT5067	NANNUP COMMUNITY RESOURCE CENTRE	VISITORS CENTRE RECoup	\$ 4,219.95	
EFT5068	RICOH BUSINESS CENTRE	PHOTOCOPIER BILLING JOB	\$ 1,320.32	
EFT5069	SYNERGY	LIGHTING EXPENSES	\$ 5,265.05	
EFT5070	WALGA	STAFF TRAINING	\$ 3,214.34	
EFT5071	WARREN BLACKWOOD WASTE	WASTE CONTRACT	\$ 6,176.35	
EFT5072	WORTHY CONTRACTING	NANNUP WASTE MANAGEMENT FACILITY- JUNE 201	\$ 9,863.33	
EFT5074	LGIS INSURANCE BROKING	INSURANCE EXPENSES	\$ 42,579.39	
EFT5075	AUSRECORD	STATIONERY SUPPLIES	\$ 146.87	
EFT5076	ELITE CARPET DRY CLEANING	CLEANING OF TOWN HALL STAGE CURTAINS	\$ 726.00	
EFT5077	ENVIRONMENTAL HEALTH AUSTRALIA	ENVIRONMENTAL HEALTH SUBSCRIPTION	\$ 330.00	
EFT5078	LGISWA - BUSH FIRE	BUSHFIRE INSURANCE	\$ 19,593.75	
EFT5079	LGISWA - CASUAL HIRERS	HIRERS LIABILITY INSURANCE	\$ 1,963.50	
EFT5080	LGISWA - FIDELITY GUARANTEE	FIDELITY GUARANTEE INSURANCE	\$ 1,252.05	
EFT5081	LEBLANC	CARAVAN PARK WEBSITE	\$ 630.00	
EFT5082	ARROW BRONZE	MEMORIAL PLAQUE	\$ 292.60	
EFT5083	BUSSELTON TELEPHONES	TELEPHONE REPAIRS	\$ 344.00	
EFT5084	BOC LIMITED	GAS SUPPLIES	\$ 107.33	
EFT5085	CJD EQUIPMENT PTY. LTD.	AIR CLEANER FILTER	\$ 280.87	
EFT5086	GUMPTION PTY LTD	OFFICE TEMPLATES	\$ 60.00	
EFT5087	HOLBERRY HOUSE	ACCOMODATION	\$ 115.00	
EFT5088	TOLL IPEC ROAD EXPRESS PTY LTD	FREIGHT CHARGES	\$ 31.16	
EFT5089	LGIS PROPERTY	PROPERTY INSURANCE	\$ 13,976.86	
EFT5090	LGIS WORKCARE	WORKCARE INSURNACE	\$ 39,302.84	
EFT5091	LGIS LIABILITY	LIABILITY INSURANCE	\$ 6,883.80	
EFT5092	NORM FLYNN SMASH REPAIRS	VEHICLE REPAIRS	\$ 3,958.69	
EFT5093	NANNUP COMMUNITY RESOURCE CENTRE	ADVERTISING	\$ 343.00	
EFT5094	PRESTIGE PRODUCTS	CLEANING SUPPLIES	\$ 70.18	
EFT5095	RICOH BUSINESS CENTRE	PHOTOCOPIER REPAIRS	\$ 51.70	
EFT5096	SUGAR MOUNTAIN ELECTRICAL SERVICES	CAREY STREET HOUSE WORKS	\$ 396.09	
EFT5097	LOUISE STOKES	REIMBURSEMENT OF EXPENSES	\$ 619.98	
EFT5098	TOTALLY SOUND	TOWN HALL CURTAINS AND TRACKS	\$ 4,088.70	
EFT5099	IT VISION	RENEW SYNERGY SOFT	\$ 19,430.40	
EFT5100	MARGARET RIVER BOOKSHOP & INTERNET CAFE	BOOKS FOR LIBRARY	\$ 193.53	
EFT5101	WA LOCAL GOVERNMENT SUPERANNUATION PLAN	SUPERANNUATION CONTRIBUTIONS	\$ 6,089.98	
EFT5102	WA LOCAL GOVERNMENT SUPERANNUATION PLAN	SUPERANNUATION CONTRIBUTIONS	\$ 14,650.09	
EFT5103	STORYBOX CONSULTING	STRATEGY AND PRESENTATIONS-DEVELOPMENT	\$ 4,675.00	
EFT5104	BJ & FH TOMAS	THIRD PAYMENT TO CARLOTTA FIRE SHED	\$ 22,720.50	
EFT5105	BLACKWOOD CAFE - SUMART	REFRESHMENTS	\$ 20.00	
EFT5106	HOLCIM AUSTRALIA PTY LTD	SEALING AGG	\$ 10,947.20	
EFT5107	WML CONSULTANTS	PROFESSIONAL FEE FOR SERVICES	\$ 990.00	

			Attachment 1
	SHIRE OF NANNUP		
	ACCOUNTS FOR PAYMENT -AUGUST 2013		
Chq/EFT	Name	Description	Amount
EFT5108	GUMNUTS GALORE	GARDENING SUPPLIES	\$ 59.70
EFT5109	NANNUP BRIDGE CAFE	YAC COOKING SESSION	\$ 200.00
EFT5110	PJ & VL LAMERS	BUS TRIP TO BUNBURY AND RETURN	\$ 500.00
EFT5111	EDGE PLANNING & PROPERTY	PLANNING SERVICES	\$ 2,654.02
EFT5112	DEAN GUJA	EHO CONSULTANCY WORKS	\$ 2,560.00
EFT5113	STORYBOX CONSULTING	MEETINGS WITH RIO TINTO	\$ 2,722.50
EFT5114	FREESPIRIT TRAPEZE	KIDSPORT FUNDING TRAPEZE	\$ 1,582.00
EFT5115	JOANNA KEPÄ	ASSISTANT FOR WORKSHOP WITH CHILDREN	\$ 240.00
EFT5116	CLARK RUBBER BUSSELTON	CARPET	\$ 493.88
EFT5117	BLACKWOOD CAFE - SUMART	REFRESHMENTS	\$ 30.00
EFT5118	BOC LIMITED	OXYGEN INDUST G SIZE	\$ 42.99
EFT5119	TOLL IPEC ROAD EXPRESS PTY LTD	FREIGHT CHARGES	\$ 11.18
EFT5120	K & C HARPER	29 CAREY STREET MAINTENANCE	\$ 986.81
EFT5121	MANJIMUP MOTORS PTY LTD	HOSE CLAMP	\$ 76.32
EFT5122	NANNUP LIQUOR STORE	REFRESHMENTS	\$ 135.95
EFT5123	LOUISE STOKES	REIMBURSEMENT OF EXPENSES	\$ 81.09
EFT5124	WALGA	ANNUAL SUBSCRIPTION 1/07/2013 TO 30/06/2014	\$ 12,183.63
EFT5125	HOLCIM AUSTRALIA PTY LTD	ROAD SUPPLIES	\$ 2,090.00
EFT5126	YOHO PIZZA / CHARLES CANNON	COUNCIL MEETING DINNER	\$ 350.00
EFT5127	BUSSELTON TELEPHONES	TELEPHONE REPAIRS	\$ 194.00
EFT5128	SGFLEET	NP3395 LEASE RENTAL	\$ 315.59
		Total Municipal EFT Payments:	\$ 316,024.50
19219	COLLEEN BRITTAİN	MENDING STAGE HALL CURTAINS	\$ 50.00
19220	GARRETT SAYERS	SES WORKS	\$ 1,485.00
19223	CITY OF BUSSELTON	RANGER SERVICES 12/07/2013	\$ 418.80
19224	DR CRAIG HENDRY	WORKERS COMPENSATION REVIEW	\$ 76.25
19225	AGRIZZI FARM MACHINERY	TIPS OF AUGER AND LEAD SCREW	\$ 257.70
19226	ST.JOHN AMBULANCE	CONTRIBUTIONS RECEIVED	\$ 1,441.00
19227	AMP LIFE LTD	SUPERANNUATION CONTRIBUTIONS	\$ 247.83
19228	AUSTRALIAN SUPER	SUPERANNUATION CONTRIBUTIONS	\$ 344.42
19229	IIML ACF IPS APPLICATION TRUST	SUPERANNUATION CONTRIBUTIONS	\$ 232.65
19230	CHALLENGER	SUPERANNUATION CONTRIBUTIONS	\$ 116.37
19231	GENERATIONS PERSONAL SUPER	SUPERANNUATION CONTRIBUTIONS	\$ 168.61
19232	BT BUSINESS SUPER	SUPERANNUATION CONTRIBUTIONS	\$ 78.39
19233	AMP LIFE LTD	SUPERANNUATION CONTRIBUTIONS	\$ 105.59
19234	AUSTRALIAN SUPER	SUPERANNUATION CONTRIBUTIONS	\$ 344.42
19235	IIML ACF IPS APPLICATION TRUST	SUPERANNUATION CONTRIBUTIONS	\$ 232.65
19236	CHALLENGER	SUPERANNUATION CONTRIBUTIONS	\$ 116.37
19237	GENERATIONS PERSONAL SUPER	SUPERANNUATION CONTRIBUTIONS	\$ 168.61
19238	BT BUSINESS SUPER	SUPERANNUATION CONTRIBUTIONS	\$ 78.39
19239	THE FURNITURE SPOT	CARAVAN PARK FURNITURE	\$ 4,500.00
19240	SMALL TREE FARM	GARDENING SUPPLIES	\$ 126.50
19241	MATTHEW HUMBLE	TRAVEL REIMBURSEMENT	\$ 275.54
19242	BT BUSINESS SUPER	SUPERANNUATION CONTRIBUTIONS	\$ 72.99
19243	WORD OF MOUTH COUNTRY LIVING	SUPPLIES	\$ 55.00
		Total Municipal Cheque Payments:	\$ 10,993.08
99409	CORPORATE CREDIT CARD - SHIRE OF NANNUP	MISCELLANEOUS PURCHASES	\$ 2,168.33
99410	RMS SOFTWARE AUST P/L ** DIRECT CREDIT***	CARAVAN PARK SOFTWARE	\$ 302.50
99411	IINET	INTERNET EXPENSES	\$ 69.95
99412	WESTERN AUSTRALIAN TREASURY CORPORATION	SELF SUPPORTING LOAN REPAYMENT	\$ 1,672.98
99413	BP AUSTRALIA	FUEL SUPPLIES	\$ 14,471.72
99414	CALTEX AUSTRALIA	FUEL SUPPLIES	\$ 458.55
99415	TELSTRA	TELEPHONE EXPENSES	\$ 6,353.37
99416	WESTNET	INTERNET EXPENSES	\$ 176.33
		Total Direct Debit Municipal Payments:	\$ 25,673.73
EFT5073	MARJORIE SKOSS	BOND FOR TOWN HALL	\$ 200.00
19221	BUILDING CONSTRUCTION INDUSTRY TRAINING FUND	BUILDING & CONSTRUCTION LEVY, 2012/13	\$ 8,747.74
19222	SHIRE OF NANNUP	COMMISSION RECEIVED - BCTIF	\$ 222.75
22770	NANNUP GARDEN VILLAGE COMMITTEE	FUNDRAISER MOVIE NIGHT	\$ 200.00
		Total Trust Payments:	\$ 9,370.49
		TOTAL MUNICIPAL PAYMENTS FOR PERIOD	\$352,691.31
		TOTAL TRUST PAYMENTS FOR PERIOD	\$9,370.49
		TOTAL PAYMENTS FOR PERIOD:	\$362,061.80

**12. NEW BUSINESS OF AN URGENT NATURE INTRODUCED BY
DECISION OF MEETING**

(a) OFFICERS

12 (a).1 CLGF Funding – Individual Local Governments 2012/13

9016 LORKIEWICZ/MELLEMA

That Council introduce new business of an urgent nature.

12(a)1. CLGF Funding – Individual Local Governments 2012/13

CARRIED 8/0

AGENDA NUMBER:	12 (a)1.
SUBJECT:	CLGF Funding – Individual Local Governments 2012/13
LOCATION/ADDRESS:	Shire of Nannup
NAME OF APPLICANT:	N/A
FILE REFERENCE:	FNC 16b
AUTHOR:	Vic Smith – Manager Corporate Services
REPORTING OFFICER:	Vic Smith – Manager Corporate Services
DISCLOSURE OF INTEREST:	None
DATE OF REPORT	21 August 2013

BACKGROUND:

The Council has previously been advised that it would be eligible for funding of \$335,468 as part of the Country Local Government Fund for 2012/13 distributed to individual local governments. This funding has been earmarked for the following projects:

1. \$100,000 – Upgrade the Brockman Street Caravan Park
2. \$235,468 – Main Street Upgrade

A letter from the Director General of the Department of Regional Development states that 2010-11 funding needed to be fully acquitted by 30 June 2013 and that failure to meet this deadline will result in exclusion from the 2012-13 funding.

COMMENT:

The CLGF 2010-11 guidelines indicate that local governments will be given up to two years from the date of payment of these funds to acquit them. The council

received its 2010-11 allocation on 20 October 2011 therefore in accordance with the guidelines Council would have until 20 October 2013 to fully acquit the grant. This is further supported by Schedule 4 clause 5 of the Financial Assistance Agreement which states that the term of the agreement is 24 months from the date of execution; the agreement was executed on 7 October 2011.

Council had fully expended its 2010/11 allocation by 30 June 2013 and is in the process of preparing the final acquittal. Previous advice received when preparing the 2012/13 agreement was that the 2012/13 payment would not be made until the 2010/11 acquittal had been completed, not that the council would be ineligible for funding. As negotiations on the Financial Assistance Agreement were still ongoing in May 2013 this was not given a high priority in the face of other work, such as the completion of the 2013/14 budget and the documents required under the Integrated Planning Framework.

Had Council been made aware that there was a change in policy in regard to the final date for acquittal being brought forward, the acquittal process would have been accorded a higher priority to ensure that it was completed by the required date secure the 2012/13 funding allocation.

In summary Council believes that it has complied with all requirements of the guidelines and funding agreement and should not be penalised by the withdrawal of the 2012/13 individual funding allocation.

STATUTORY ENVIRONMENT: None.

POLICY IMPLICATIONS: None.

FINANCIAL IMPLICATIONS:

Loss of funding of \$335,468 from 2012/13 budgets.

STRATEGIC IMPLICATIONS: None.

VOTING REQUIREMENTS: Simple Majority.

RECOMMENDATION:

That Council urgently request the Minister for Regional Development; Lands; Minister Assisting the State Government to honour the Country Local Government Fund Guidelines and Financial Assistance Agreement and commit to fund all local governments funding previously allocated under the Royalties for Region Individual component funding allocation for the 2012/13 financial allocations.

9017 LORKIEWICZ/MELLEMA

That Council urgently request the Minister for Regional Development; Lands; Minister Assisting the State Government to honour the Country Local Government Fund Guidelines and Financial Assistance Agreement and commit to fund all local governments funding previously allocated under the Royalties for Region Individual component funding allocation for the 2012/13 financial allocations.

CARRIED 8/0

(b) ELECTED MEMBERS

12 (b).1 Western Power Outage

9018 DEAN/MELLEMA

That Council introduce new business of an urgent nature.

12 (b).1 Western Power Outage

CARRIED 7/1

Voting for the motion: Dean, Dunnet, Gilbert, Longmore, Lorkiewicz, Mellema and Steer.

Voting against the motion: Camarri.

12 (b).1 Western Power Outage

That Council:

1. Seek an explanation from Western Power concerning the prolonged power outage on Saturday 17 August 2013 in Nannup.
2. Urge Western Power to take all measures to correct this problem so that it never happens again

9019 DEAN/MELLEMA

That Council:

1. Seek an explanation from Western Power concerning the prolonged power outage on Saturday 17 August 2013 in Nannup.
2. Urge Western Power to take all measures to correct this problem so that it never happens again

CARRIED 7/1

Shire of Nannup
Ordinary Council Meeting Minutes: August 2013

Voting for the motion:

Dean, Dunnet, Gilbert, Longmore, Lorkiewicz, Mellema and Steer.

Voting against the motion:

Camarri.

13.ELECTED MEMBERS MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

13.1 Future Tenure & Management of Quannup

That Council:

1. Endorses a portion of Lot 13335 on Deposited Plan 238457 Woodarburup Road, Lake Jasper (Quannup) being vested with the Shire of Nannup following the expiry of the pastoral lease. In particular, that the eastern and central sections, along with entire coastal foreshore, are vested with the Shire for the purposes of "conservation, recreation and tourism" with the Shire being granted the power to lease.
2. Supports the western section of Quannup being added to the D'Entrecasteaux National Park.
3. Endorses the Preliminary Concept Plan, outlined in Attachment 3, being used as a basis for negotiation with the State Government and other stakeholders.
4. Notes there may be opportunities for joint management of land vested with the Shire, including with the South West Land and Sea Council or the Native Title claimants.
5. Requests that the Minister for Lands and the Department of Lands take into consideration the above when determining the tenure and management of Quannup.
6. Delegates authority to the Shire's Chief Executive Officer to progress matters with the Department of Lands, other agencies and stakeholders regarding land tenure and management.
7. Notes that subject to the Minister for Lands' decision on the tenure and management of Quannup, the Council will consider more detailed matters on Quannup including on resourcing and financial implications.

OFFICER REPORT

Attachment 1: Location Plan

Attachment 2: Correspondence from Terry Redman MLA

Attachment 3: Preliminary Concept Plan

BACKGROUND

Council direction is sought for the future tenure and management of Lot 13335 on Deposited Plan 238457, Woodarburrup Road, Lake Jasper (to be known in this report as "Quannup").

Background information on Quannup includes:

- the Quannup pastoral lease is located on the Shire of Nannup's south coast near Black Point, Lake Jasper and the Donnelly River huts (Attachment 1);
- the site is 4368 hectares in area and is essentially vegetated;
- the pastoral lease ends in 2015;
- previously Mr Terry Redman MLA wrote to the Shire seeking its views on the future of the lease and the Shire administration in-turn has set out a preliminary position. The most recent correspondence from Mr Redman is outlined in Attachment 2;
- Quannup is unlikely to again be used for pastoral activities and its future is expected to be based on recreation, tourism and conservation;
- while the Shire of Nannup has an extensive coastline, there is limited public access to the south coast in the Shire of Nannup with all access via 4WD;
- Quannup provides a unique opportunity to access the coast and to provide low-key development including camping/ecotourism and complementary uses e.g. education/research;
- it adjoins the D'Entrecasteaux National Park which is managed by the Department of Parks and Wildlife (DPW), which was previously the Department of Environment and Conservation;
- the site is zoned "Coastal Landscape" in the *Shire of Nannup Local Planning Scheme No. 3*. The Scheme objectives for the Coastal Landscape Zone is "To protect significant landscapes and environmental features of the locality" and "To provide for development which is compatible with and will preserve and enhance the landscape and environmental qualities of the locality";
- the *Augusta-Walpole Coastal Strategy*, endorsed by the Western Australian Planning Commission in July 2009, recommends that all of Quannup be included in the D'Entrecasteaux National Park. Accordingly, the Strategy does not support subdivision of Quannup. The Strategy outlines the potential for low-key camping/day use at Jasper Beach;
- the Council, at its meeting on 25 October 2012, considered the draft *Forest Management Plan* prepared by the former Department of Environment and Conservation, now in part the DPW. The Council,

amongst other matters, was concerned that the draft Forest Management Plan proposed that Quannup be added to the conservation reserve system with the entire land to be managed by DPW. The report highlighted that the central and eastern sections of Quannup should be Shire or community managed, with the western section being DPW managed;

- the Council, at its meeting on 28 February 2013, considered the draft *State Planning Strategy* prepared by the Western Australian Planning Commission. The item to Council and the resulting submission highlighted that the Southern Ocean between Augusta-Walpole is a special part of Western Australia. The extensive coastline in the Shire of Nannup has unique characteristics. Significantly, Quannup offers the potential to create different conservation based experiences to land managed by the DPW; and
- the land is classified as Bush Fire Prone as set out in the *Bush Fire Hazard Strategy - Shire of Bridgetown-Greenbushes and Shire of Nannup*.

COMMENT

1. Possible tenure/management options for Quannup

The options are summarised below with associated comments:

Option	Comment
Retention as a pastoral lease post 2015	Pastoral activities have not occurred for many years and are unlikely to be supported by the State Government in the future.
All of Quannup is added to the D'Entrecasteaux National Park	Consistent with <i>Augusta-Walpole Coastal Strategy</i> . However, suggest this is a "lost opportunity". There is a need to ensure there are opportunities for coastal access and camping/day use if this occurs.
Portion of Quannup to be added to the D'Entrecasteaux National Park and a portion to be reserved and vested with the Shire with the power to lease.	Preferred option which is outlined in below sections.
Majority of Quannup added to the D'Entrecasteaux National Park with a smaller area/s to be converted to freehold to enable low-key development.	Freehold title/s are unlikely to be granted by the State Government in this location in the foreseeable future.
The entire lot is converted to freehold to enable opportunities for development.	Unlikely to be supported by the WA Planning Commission.

2. Reasons in support of partial Shire of Nannup management rather than simply incorporating all of Quannup into the D'Entrecasteaux National Park

The reasons include:

- it will provide the local and regional community considerably improved and guaranteed access to the south coast (to 2WD standard) and opportunities for low-key recreation and tourism. Public access, overnight accommodation and use of the south coast could not be guaranteed if the site is included in a National Park;
- there is limited current and planned development on the Shire of Nannup coast and opportunities to stay other than in basic camping areas;
- it would be a “lost opportunity” for the entire site to be added to the National Park;
- Quannup offers potential to add to the tourism and recreational assets of the Shire of Nannup and the South-West;
- there is scope to investigate innovative uses such as an Institute for Environmental Sustainability that could not be considered in a National Park. Innovative uses could be explored (subject to feasibility and manageable environmental impacts) given the site occupies an important location between Lake Jasper, Donnelly River/Donnelly River Huts, the Southern Ocean and the D’Entrecasteaux National Park where the site can assist to complement and link these assets;
- the proposal is considered generally compatible with the DPW estate and conserving environmental assets (while recognising the need for more detailed assessment). The proposal also provides opportunities for different experiences compared to land managed by DPW;
- Quannup offers the potential for “story telling” and “adding value” to the history of the site and area e.g. Aboriginal, pastoral, logging and “community” management such as at the Donnelly River Huts;
- community management could result in greater opportunities for an innovative concept, which builds links with local Aboriginal community/Native Title claimants, and has also effective partnerships with DPW e.g. on the approach to bush fire management and weed control;
- there is the potential to create a unique low-key development that draws people to the area and which assists to provide accommodation options and experiences.
- around 87% of the Shire of Nannup is State Government (largely DPW) controlled land predominately for conservation purposes and State Forest; and
- the Shire has relatively a small amount of land that it manages. Gaining management of Quannup could assist the Council to enhance the sustainability of the Shire, assist in “branding” and generally promote a more resilient economic base.

3. Recommended Shire of Nannup position

It is recommended that the Council support the eastern and central sections of Quannup, along with entire coastal foreshore, being vested with the Shire for the purposes of "Conservation, Recreation and Tourism" along with the Shire being granted the power to lease. Further, the Council supports the western section being added to the D'Entrecasteaux National Park.

The Preliminary Concept Plan, outlined in Attachment 2, provides a possible demarcation of Shire and DMP managed land.

The majority of the proposed Shire managed land is proposed to be for conservation, with anticipated precincts/nodes where low-key recreation and tourism can occur (following preparation of a Management Plan which needs to be endorsed by the Council and the Minister for Lands). Alternatively, there may be opportunities for joint management with Native Title claimants.

The above approach will see well over 90% of Quannup being used for conservation purposes (either Shire managed or in the National Park).

As part of future negotiations regarding the South West Settlement of Native Title Claims – Land Base Consultation, there may be opportunities at Quannup for the South West Land and Sea Council / Native Title claimants to obtain an interest in some of the land as part of the benefits package.

Subject to the preparation of technical investigations, a feasibility assessment and a Management Plan, the low-key recreation, educational/cultural and tourism development expected in parts of at Quannup are:

- camping areas;
- caravan bay sites (possible longer term caravan park);
- chalets/eco-lodges;
- exhibition/education centre;
- possible environmental research centre e.g. Institute for Environmental Sustainability. This could relate to coastal processes, water management, fishing, ecotourism, emergency management, Aboriginal heritage, sustainable energy, pastoral/logging heritage including Donnelly huts); and
- caretaker's dwelling.

It is expected that the exhibition/education centre and environmental research centre would be complementary. Possibly, a combined facility could be established as a "South Coast Centre" which incorporates regional scientific, research, community and Aboriginal heritage. It would be complementary to visitor services at nearby Lake Jasper/Quannup.

4. Key issues

There are a number of key issues associated with the Shire being vested with managing a portion of Quannup. These issues include:

- upfront costs e.g. preparation of a Management Plan which is supported by relevant technical investigations e.g. flora and fauna assessment, fire management plan and geotechnical/land capability investigations;
- on-going costs to the Shire for effective management e.g. on-going bushfire management, waste management/removal, weed management, controlling off-road vehicles, coastal management e.g. paths, and in-time the expected provision of a caretaker (the cost could be off-set through providing accommodation free-of-cost to the caretaker in a unique location and through camping/caravan site fees);
- feasibility and level of servicing;
- standard and upgrading of public roads;
- compatibility with the DPW estate and conserving environmental assets;
- coastal management;
- fire risk;
- Aboriginal heritage; and
- relationship with Lake Jasper and the Donnelly huts.

Subject to the State Government's decision regarding the tenure and management of Quannup, the Council will consider more detailed matters related to Quannup on a number of occasions.

5. Management of coastal land on the south coast

While noting that the *Shire of Nannup Coastal Management Plan* (March 2009) sets out that the Shire will accept management of the coastal strip, following subdivision of adjoining freehold land, it is suggested there are still a range of management matters which need to be considered. For instance, there is expected to be practical access and management issues for the Shire in managing isolated or "land-locked" foreshore reserves.

At this stage, there have been no subdivision applications adjoining the coast in the Shire of Nannup since the finalisation of the *Augusta-Walpole Coastal Strategy*. The issue of tenure and management of the coastal strip will either come up through a subdivision application being considered by the Council or through the review of the *Augusta-Walpole Coastal Strategy*. Landowners are expected to seek a continuation of freehold tenure and management of the coastal strip, while DPW will seek the land being publicly managed.

In comparison to difficult to access areas ceded through the subdivision process, Quannup provides a well-defined and accessible area.

6. Next steps

Subject to Council direction, the Shire will advise the Minister for Lands and the Department of Lands of the Council resolution. The State Government is expected to finalise its position on the future tenure and management of Quannup in the next two years.

Should the State Government support a portion of Quannup being vested with the Shire, it is expected to be on the condition that a Management Plan is prepared. The preparation of a Management Plan is expected to be informed by relevant technical investigations e.g. flora and fauna assessment, fire management plan and geotechnical/land capability investigations. The preparation of the technical investigations, the Management Plan and detailed design, plus associated implementation, is expected to take a number of years.

STATUTORY ENVIRONMENT:

Land Administration Act 1997

POLICY IMPLICATIONS:

Nil at this stage.

FINANCIAL IMPLICATIONS:

There are no immediate financial implications for the Council. However, subject to the Council's resolution, and should the State Government vest part of Quannup with the Shire, then over time the costs could be considerable. No detailed costs have been determined at this stage, as it is not clear if the State Government will agree to vest a portion of Quannup, or for what area or purpose. While noting this:

- upfront costs are expected to include the preparation of technical reports and a Management Plan;
- there will be a need for appropriate facilities/infrastructure provision e.g. toilets and camping/caravan sites. Consideration is required as how to fund or manage possible chalets/eco-lodges and an exhibition/education centre; and
- on-going management would include bushfire management, waste management/removal, weed management, controlling off-road vehicles, coastal management e.g. paths, and in-time the expected provision of a

caretaker (the cost could be off-set through camping/caravan sites fees). There would also be a cost for the Shire to administer its regulatory functions e.g. rangers, building and health services.

Subject to whether there is a partnership approach e.g. the State Government assisting with the preparation of technical reports and possible joint management with the South West Land and Sea Council or the Native Title claimants, the Council would need to adequately increase budgets to ensure that the land and associated facilities/infrastructure are appropriately funded and maintained.

STRATEGIC IMPLICATIONS:

The *Shire of Nannup Corporate Business Plan 2013-2017* includes:

- the strategy of “Develop the south coast access and recreation opportunities”;
- a community outcome of “Public access and recreation improved”; and
- an action of “Work with State Government agencies to improve our coastal access and recreational opportunities”.

Securing enhanced public access to the south coast by modifying the tenure and management of Quannup is considered consistent with the *Shire of Nannup Corporate Business Plan 2013-2017*. It is important that legal and practical vehicle access is improved to the public to the south coast, including at Quannup, provided it is appropriately managed. This includes for a range of users seeking wilderness experiences along with others requiring access by 2 wheel drive.

Modifying the tenure and management of Quannup will have wide-ranging economic, recreation, culture and leisure implications for the local community and visitors. It offers an opportunity to appropriately develop a unique area and assist to extend the range of facilities and attractions in the Shire of Nannup.

9020 DEAN/DUNNET

That Council:

1. Endorses a portion of Lot 13335 on Deposited Plan 238457 Woodarburrup Road, Lake Jasper (Quannup) being vested with the Shire of Nannup following the expiry of the pastoral lease. In particular, that the eastern and central sections, along with entire coastal foreshore, are vested with the Shire for the purposes of “conservation, recreation and tourism” with the Shire being granted the power to lease.

2. Supports the western section of Quannup being added to the D'Entrecasteaux National Park.
3. Endorses the Preliminary Concept Plan, outlined in Attachment 3, being used as a basis for negotiation with the State Government and other stakeholders.
4. Notes there may be opportunities for joint management of land vested with the Shire, including with the South West Land and Sea Council or the Native Title claimants.
5. Requests that the Minister for Lands and the Department of Lands take into consideration the above when determining the tenure and management of Quannup.
6. Delegates authority to the Shire's Chief Executive Officer to progress matters with the Department of Lands, other agencies and stakeholders regarding land tenure and management.
7. Notes that subject to the Minister for Lands' decision on the tenure and management of Quannup, the Council will consider more detailed matters on Quannup including on resourcing and financial implications.

CARRIED 7/1

Voting for the motion:

Camarri, Dean, Dunnet, Gilbert, Longmore, Mellema and Steer.

Voting against the motion:

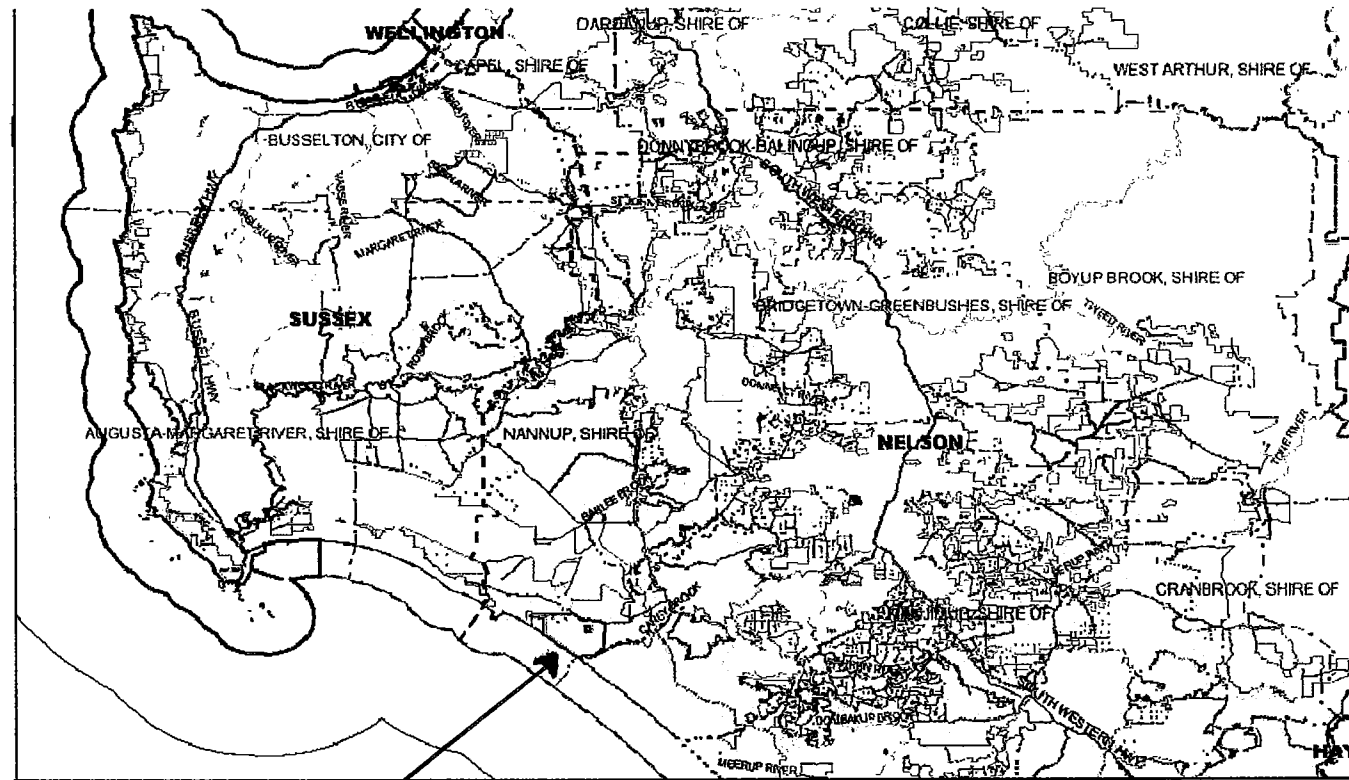
Lorkiewicz,

14. QUESTIONS BY MEMBERS OF WHICH DUE NOTICE HAS BEEN GIVEN

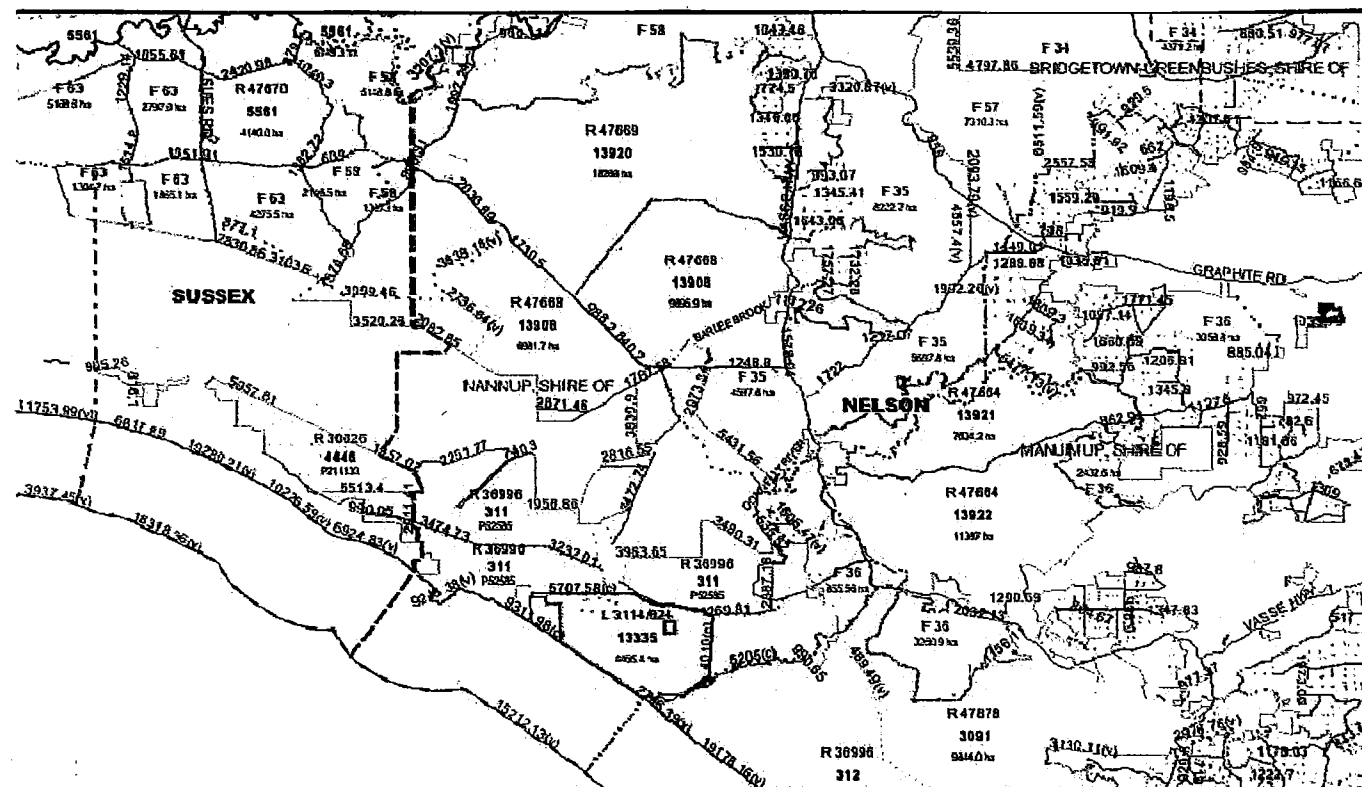
None.

15. CLOSURE OF MEETING

There being no further business to discuss the Shire President declared the meeting closed at 17:35 hours.



Lot 13335 on Deposited Plan 238457



Terry Redman MLA

Member for Warren-Blackwood
Minister for Training and Workforce Development; Water; Forestry
Deputy Leader of The Nationals WA

Our Ref: BM 874/Sub-32

8 July, 2013

Mr Robert Jennings
Chief Executive Officer
Shire of Nannup
PO Box 11
NANNUP WA 6275

Dear Rob

Thank you for your letter received 13 June, 2013 in reference to the future of the Quannup Station pastoral lease and Shire's proposal for the WA Emergency Management Institute.

I have written to the Minister for Environment, Albert Jacob, to highlight Shire's views and wishes in regard to the tenure and future management of Quannup Station and have further highlighted those views to the Minister for Regional Development & Lands, Brendon Grylls.

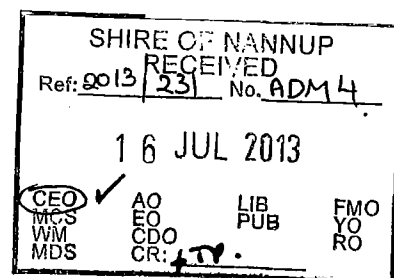
In regard to the WA Emergency Management Institute, I have written to the Emergency Services Minister, Joe Francis, indicating my strong support for Shire's proposal.

Please be assured that I will continue to highlight the Shire of Nannup's case in relation to both Quannup Station and the WAEMI as the opportunities present.

Yours sincerely



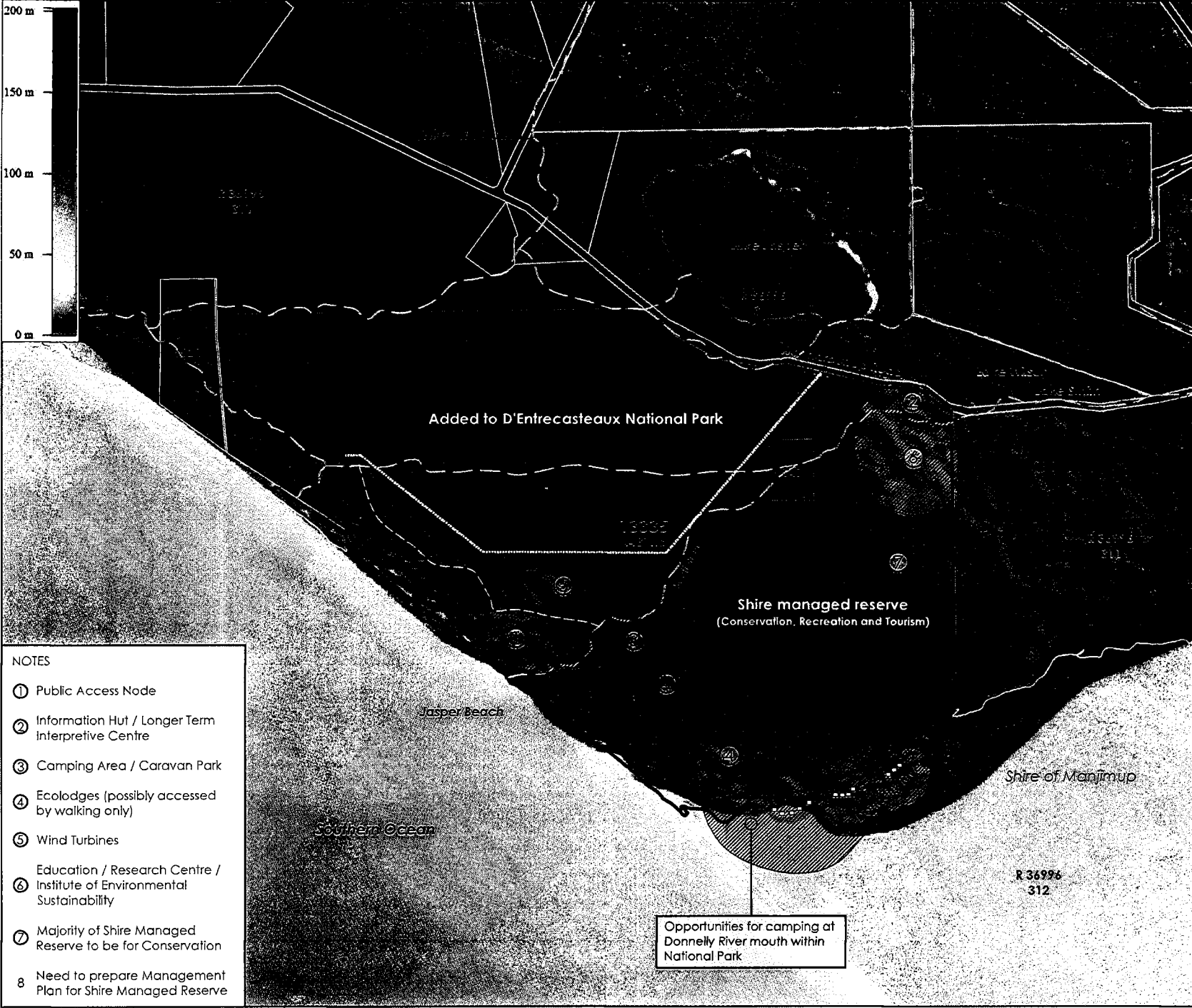
TERRY REDMAN MLA
MEMBER FOR WARREN-BLACKWOOD
Minister for Training & Workforce Development; Water; Forestry



+ CM's emailed 18/7
emailed Steve 22/7

THE NATIONALS for Regional WA





- NOTES
- ① Public Access Node
 - ② Information Hut / Longer Term Interpretive Centre
 - ③ Camping Area / Caravan Park
 - ④ Ec lodges (possibly accessed by walking only)
 - ⑤ Wind Turbines
 - ⑥ Education / Research Centre / Institute of Environmental Sustainability
 - ⑦ Majority of Shire Managed Reserve to be for Conservation
 - ⑧ Need to prepare Management Plan for Shire Managed Reserve

PRELIMINARY
CONCEPT PLAN
Lot 13335
Woodaburrup Road
Lake Jasper
Shire of Nannup

- Legend
- Subject Land
 - Existing Cadastre
 - Existing Track
 - Indicative Track / Emergency Escape Route
 - Indicative Boundary of Reserve / National Park
 - Indicative Investigation Area for Recreation / Tourism
 - Indicative Location of 'Donnelly River Huts'

A PRELIMINARY CONCEPT 120722 SJ ST
REV DESCRIPTION YMMDD DRAWN APPROVED

DRAWING NUMBER REV A based for design intent only. All items and dimensions are subject to design & survey.

edge
PLANNING & PROPERTY

1000 Planning & Property
1000 Lake Street
41 LANT WALKER
PO BOX 100000
NANNUP 3300

Shire of
NANNUP
The Curious Village

SCALE 1:50,000
SHEET A-3

2km

1km

0km