



Shire of
Nannup
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Agenda

Council Meeting to be held
on Thursday 24 July 2014
Commencing at 4.15pm

A g e n d a

1. **DECLARATION OF OPENING/ANNOUNCEMENT OF VISITORS**
2. **RECORD OF ATTENDANCE/APOLOGIES/LEAVE OF ABSENCE**
(previously approved)

Cr Longmore application approved for the period;
16 July 2014 – 11 August 2014.

3. **RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE**
4. **PUBLIC QUESTION TIME**
5. **APPLICATIONS FOR LEAVE OF ABSENCE**
6. **PETITIONS/DEPUTATIONS/PRESENTATIONS**

John Staines – West Coast Trail Bike Safaris & Riding Park
In relation to Item 12.2

7. **DECLARATIONS OF INTEREST**

The Shire President will read out any declarations received relating to financial, proximity or impartiality interests and ask for any further declarations to be made.

Members should make any declarations at the start of the meeting but may declare an interest before the resolution of any agenda item.

8. **CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS**

That the Minutes of the Ordinary Council Meeting of the Shire of Nannup held in Council Chambers on 26 June 2014 be confirmed as a true and correct record.

9. **MINUTES OF COUNCIL COMMITTEES**
10. **ANNOUNCEMENTS BY PRESIDING MEMBER WITHOUT DISCUSSION**
11. **REPORTS BY MEMBERS ATTENDING COMMITTEES**

12. REPORTS OF OFFICERS

Agenda

No.

Description

COMMUNITY & DEVELOPMENT SERVICES

- 12.1 Amendment No.16 to the Shire of Nannup Local Planning Scheme No. 3: submitted for adoption (initiation)
- 12.2 Trail Bike Park – acoustic assessment and managing noise impacts
- 12.3 Proposed closure of a portion of the Cundinup-Dudinyillup Road reserve and seeking Shire support to amalgamate an unnamed closed road reserve into adjoining freehold property

FINANCE & ADMINISTRATION

- 12.4 Royalties for Regions Update
- 12.5 Tender of Caravan Park Lease
- 12.6 Review of Councillors Allowances
- 12.7 Sale of Surplus Equipment
- 12.8 Write off of Rates – 16 Carey Street
- 12.9 Monthly Accounts for Payment - June 2014

**13. NEW BUSINESS OF AN URGENT NATURE INTRODUCTION
BY DECISION OF MEETING**

(a) OFFICERS

(b) ELECTED MEMBERS

**14. ELECTED MEMBERS MOTIONS OF WHICH PREVIOUS
NOTICE HAS BEEN GIVEN**

**15. QUESTIONS BY MEMBERS OF WHICH DUE NOTICE HAS
BEEN GIVEN**

Cr Gilbert.

- Q1. What form of agreement exists between the Shire of Nannup and Nannup Sports and Recreation Association and Nannup Golf Club re the proposed Recreation Centre?

Response

There are a series of correspondence and lease items related in part to Council resolutions that form the agreement between the parties to date. These largely relate to the funding of the building as well as the current lease of the building. It is the Officers intent to finalise these agreements for Council endorsement and notice at a future meeting. The differentiation between the Nannup Sports and

Recreation Association and the Nannup Golf Club is not clearly identified in these items of correspondence.

- Q2 What is the progress in developing a plan for the replacement of the hazardous trees shading the children's playground on the recreation reserve?

Response

We now have the trees at Marinko Tomas park under control and appear to have removed most trees that were dropping limbs near the play ground. The issue of shade has not been raised by anyone recently and talking to the people that use the park they appear to be happy with the level of sun protection. Our leading hand gardener checks the trees on regular basis and any work that needs to be done is completed as soon as possible. For that reason we have not looked at any replacement trees at this point in time but I am happy for you to discuss with Steve Winfield, the leading hand gardener, if you have any ideas.

16. CLOSURE OF MEETING

COMMUNITY & DEVELOPMENT SERVICES

AGENDA NUMBER:	12.1
SUBJECT:	Amendment No.16 to the Shire of Nannup Local Planning Scheme No. 3: submitted for adoption (initiation)
LOCATION/ADDRESS:	Whole of Shire
NAME OF APPLICANT:	Shire of Nannup
FILE REFERENCE:	TPL1/16
AUTHOR:	Steve Thompson – Consultant Planner
REPORTING OFFICER:	Robert Jennings – Chief Executive Officer
DISCLOSURE OF INTEREST:	Edge Planning & Property receive planning fees for advice to the Shire therefore declare a Financial Interest – Section 5.70 of the Local Government Act 1995
DATE OF REPORT:	14 July 2014

BACKGROUND:

The purpose of Amendment No. 16, to the *Shire of Nannup Local Planning Scheme No. 3* (LPS3), is to provide a statutory “head of power” to enable the local government to require Planning Applications for single houses that are inconsistent with the area’s character as set out in a proposed *Local Planning Policy – Residential Development and Design*.

As Councillors are aware, LPS3 provides the statutory basis for the local government to regulate development and land use. There is however no statutory head of power for the local government to consider design matters for single houses (one dwelling per lot) that comply with LPS3 setback requirements and the *Residential Design Codes of Western Australia* (R Codes). Currently, single dwellings that comply with LPS3 setbacks and the R Codes do not require planning approval and proceed straight to an application for a Building Permit. Aesthetic design considerations are not matters that can be addressed through the Building Permit process. Provided that a single house complies with the *Building Code of Australia*, it will be issued a Building Permit.

Currently, most single houses in the district and extensions to dwellings do not require the submission of a Planning Application to the local government. This approach is generally supported. There are however some forms of development and design of single houses that are arguably inconsistent with the character of the area which, if constructed, could detrimentally impact the area’s amenity.

Related to the above, there is no Local Planning Policy relating to building design in the district outside of the town centre which is applied by the local government. This includes residential and non-residential development. The lack of guidance has, and will have, implications for the Council and the Shire administration assessing a range of Planning Applications. Design considerations have, and will continue, to regularly come up. Appropriate residential design is expected to become even more critical as densities generally rise and there is greater infill development in the coming years. Retaining Nannup's "village character" could arguably be threatened, especially given there is no direction for most of the district as to what forms of design are supported or not supported.

In recent months, Councillors have recognised the need to provide increased design guidance for residential and non-residential development. In part, this will be addressed through:

- proposed Amendment No. 16 (a preliminary draft *Local Planning Policy – Residential Development and Design* has previously been considered by Councillors and will need to be refined in the coming 12 months);
- the preparation of the Outbuildings Policy (currently out for public comment);
- the drafting of a sea containers policy; and
- support for developers of new larger residential or rural living subdivisions to create Building and Landscaping Guidelines to set the standard and increase certainty for the development.

The Minister for Planning supports Amendment No.13 to extend the range of permitted development (increase the range of development which does not require planning approval). This will be gazetted shortly. Following gazettal of Amendment No.13, clause 8.2 of LPS3 will in part state the following:

"Except as otherwise provided in the Scheme, for the purposes of this Scheme, the following development does not require the planning approval of the local government:

- (b) the erection on a lot of a single house including any extension and ancillary outbuildings except where the proposal:-
 - (i) requires the exercise of a discretion by the local government under the scheme to vary the provisions of the Residential Design Codes;
 - (ii) is located in a Heritage Area designated under the Scheme;
 - (iii) requires the exercise of a discretion by the Council under the scheme to vary the setback provisions of a specific zone;
 - (iv) is outside an approved building envelope or within a building exclusion area;
 - (v) is within the Flood Risk Land Special Control Area;
 - (vi) is within the Landscape Values Area; or

- (vii) is on a lot or location which does not have access to a dedicated and/or constructed road”.

Amendment No. 16 proposes to modify clause 8.2(b) through the following changes outlined in bold and strikeout:

- (vi) is within the Landscape Values Area; ~~or~~
- (vii) is on a lot or location which does not have access to a dedicated and/or constructed road; ~~or~~
- (viii) is inconsistent with a Local Planning Policy relating to development, design or related matter;**

The suggested Amendment No. 16 to LPS3, if gazetted, is consistent with various Western Australian Planning Commission (WAPC) strategies including *State Planning Strategy 2050* and the draft *South West Regional Planning and Infrastructure Framework*. The Framework includes various statements relating to design including:

- facilitating high-quality urban design that is sensitive to, and enhances the identity and character of the South-West's towns and settlements;
- ensuring that new development reflects and enhances the natural, cultural, visual and built character of the local and regional landscape; and
- ensuring that new development reflects the South-West's climate and incorporates climate design principles, including orientation, siting, passive climate control, sustainable recycling, and efficient water management.

However, without a statutory “head of power” to enable the local government to assess Planning Applications for single houses that are inconsistent with the area’s character, there is no ability to implement WAPC strategic requirements.

COMMENT:

1. Overview

Should the Council want the legal ability to have a “call in power” to receive a Planning Application for certain single houses, then there is a need to progress with Scheme Amendment No. 16 by adopting (initiating) the amendment.

Should Amendment No.16 be approved by the Minister for Planning and be gazetted, the effect will be that some single houses which are inconsistent with the proposed *Local Planning Policy – Residential Development and Design* will require the submission of a Planning Application. Applicants can still apply for single houses that are inconsistent with the Policy. It is expected that applications that are inconsistent with the Policy will be advertised for comment and may be presented to Council for determination.

Finalisation of Amendment No. 16 and the associated Local Planning Policy are anticipated to result in various implications with restrictions for some landowners. While noting this, the intention is to seek a balance between not unduly inhibiting architectural designs and promoting a high quality neighbourhood appearance and character.

2. Will all single houses require the submission of a Planning Application?

No. It is suggested that there will be a need to take a Planning Application for a handful of single houses that are completely out of character and/or could detrimentally impact an area's amenity.

It is highlighted that the Shire administration, the development industry and large sections of the community do not want to see Planning Applications for most single houses. Overall, the Shire administration seeks to improve the efficiency and effectiveness of the planning system. As part of this, Amendment 13 (to be gazetted shortly) proposes to significantly expand the range of low-key and low-risk forms of development that do not require the submission of a Planning Application. Such an approach assists to direct resources increasingly into strategic areas and assists with implementing key projects.

3. What type of single houses could require a Planning Application?

The proposed range of single houses that would be subject to a Planning Application is intended to be outlined in the proposed *Local Planning Policy – Residential Development and Design*. Associated with this, there is a need for considerable community/stakeholder debate on the draft Policy. It is highlighted that design issues, particularly residential design, are difficult but are an important planning and community issue.

Assuming the Council adopts Amendment No.16, the Shire administration will refine the draft *Local Planning Policy – Residential Development and Design*. The draft Policy will be publicly advertised once the Shire is advised there is Minister for Planning support for Amendment No. 16. The Policy will in time provide guidance regarding the matter. The intention of the Policy is to set out guidelines for residential development and design in the district.

While noting the above, the draft Policy is expected to:

- set out guidelines for residential development and design in the district;
- encourage appropriate development and where relevant, control residential development by establishing minimum residential design requirements;
- support attractive and sustainable dwellings that strengthen local identity. It will not prescribe particular architectural styles (although a limited number of designs will be not favoured), nor inhibit creative design, but will provide a framework to retain or enhance the character of the Nannup district;

- require the submission of a Planning Application for residential designs that are considered inconsistent with Nannup's character such as Tudor and Georgian styles in the Nannup townsite. For instance, dwellings that mimic outbuildings/barns and designs which provide minimal windows or no verandahs are considered by many community members as visually unappealing and result in undesirable residential character;
- support sustainable housing design along with high quality aesthetic character throughout the district; and
- have greater flexibility with the types of supported dwellings in rural areas (possibly other than in Landscape Values Areas) and in rural residential areas compared to the Residential Zone and within the Nannup townsite.

4. Next steps with Scheme Amendment No. 16

Subject to the Council's decision and subject to the gazettal of Scheme Amendment No. 13, scheme amendment documentation will be prepared to the satisfaction of the Chief Executive Officer. Following this, the documentation will then be forwarded to the Environmental Protection Authority seeking environmental clearance. Following this, the amendment will be publicly advertised for a minimum of six weeks by:

- writing to relevant stakeholders;
- placing notices in local papers;
- details being on the Shire's website; and
- having information available at the Shire office.

Public advertising will provide the community and stakeholders with the opportunity to consider issues and provide written comments to the Shire.

Following the close of the consultation period, the matter will again be considered by the Council to determine whether or not to support final adoption of the scheme amendment (with or without modifications). After this, the WAPC will next assess the scheme amendment request with the final decision made by the Minister for Planning.

STATUTORY ENVIRONMENT:

Planning and Development Act, Town Planning Regulations, LPS3 and Residential Design Codes of Western Australia.

POLICY AND CONSULTATION IMPLICATIONS:

Nil at this stage. Should the Council adopt Amendment No. 16, it is proposed that draft *Local Planning Policy – Residential Development and Design* be refined. Assuming there is support from the Minister for Planning to Amendment No. 16 the draft Policy will in time be subject to community and stakeholder consultation.

FINANCIAL IMPLICATIONS:

The Shire will meet the cost of advertising the amendment including placing notices in local papers.

STRATEGIC AND IMPLICATIONS:

A gazetted Amendment No. 16 and associated Local Planning Policy are expected to have no financial impacts for most applicants. In some situations, there may be added costs where an applicant for instance had proposed to build an inconsistent design of dwelling in the Residential Zone and may be required to build a different form of house.

VOTING REQUIREMENTS: Simple Majority

RECOMMENDATION:

That Council:

1. Agree to adopt (initiate) an amendment to the *Shire of Nannup Local Planning Scheme No. 3*, pursuant to Part 5 of the *Planning and Development Act 2005*, by modifying Clause 8.2(b) of the Scheme through the following changes outlined in bold and strikeout:
 - (vi) is within the Landscape Values Area; ~~or~~
 - (vii) is on a lot or location which does not have access to a dedicated and/or constructed road; **or**
 - (viii) **is inconsistent with a Local Planning Policy relating to development, design or related matter.**
2. Following the gazettal of Scheme Amendment No. 13, prepare scheme amendment documents to the satisfaction of the Chief Executive Officer and authorise the Shire President and the Chief Executive Officer to execute the Scheme Amendment No. 16 documents.
3. Note the Shire's Chief Executive Officer will refer Scheme Amendment No. 16 to the Environmental Protection Authority for assessment pursuant to section 81 of the *Planning and Development Act 2005*. Should the Environmental Protection Authority advise that the amendment does not require assessment, advertise the amendment in accordance with the *Town Planning Regulations 1967*.
4. Forward a copy of the amendment to the Western Australian Planning Commission for information.

Shire of Nannup
Ordinary Council Meeting Agenda: 24 July 2014

AGENDA NUMBER:	12.2
SUBJECT:	Trail Bike Park – acoustic assessment and managing noise impacts
LOCATION/ADDRESS:	Lot 4 White Road, Cundinup
NAME OF APPLICANT:	John & Georgina Staines (West Coast Trail Bike Safaris & Riding Park)
FILE REFERENCE:	A154
AUTHOR:	Steve Thompson – Consultant Planner
REPORTING OFFICER:	Robert Jennings – Chief Executive Officer
DISCLOSURE OF INTEREST:	Edge Planning & Property receive planning fees for advice to the Shire therefore declare a Financial Interest – Section 5.70 of the Local Government Act 1995
DATE OF REPORT	14 July 2014

Attachment: 1. Location map
2. Report to Council on 28 March 2013
3. Draft Environmental Site Services report (15 July 2013)
4. Correspondence from Department of Environment Regulation (19 August 2013)
5. Correspondence from applicant (12 June 2014) and extract of information recently submitted by applicant

BACKGROUND:

The purpose of the report is to consider the acoustic assessment undertaken and the associated measures being undertaken by the applicant (to be called the operator) to manage noise impacts.

The site is shown in Attachment 1. The site is approximately 25 kilometres north of the Nannup townsite.

At the Council Meeting on 28 March 2013, the Council passed a motion, at minute number 8928 which granted conditional planning approval to the riding park. The motion included condition 3 which stated:

“The applicant must have commissioned a suitably qualified acoustic consultant with the resulting acoustic assessment submitted to the local government by 30 June 2013. The acoustic assessment is to incorporate a series of noise tests, measured at appropriate locations, to the satisfaction of the local government. The results of the noise tests should confirm that the trail bike park use is being conducted in a manner so that noise emissions do not exceed the levels cited in the Environmental Protection (Noise) Regulations 1997. The recommendations arising from the acoustic assessment must be carried out to the satisfaction of the Shire of Nannup by 31 March 2014.”

The report to Council on 28 March 2013 is set out in Attachment 2. This provides background information which is not repeated in this report.

Since the Council granted conditional planning approval, the operator has been working through and addressing the conditions. The operator has submitted other required documentation and appears to be making on-going attempts to minimise off-site impacts. The Shire administration is satisfied that the operator has met conditions 1, 2 and 4 – 8 inclusive. In accordance with the conditions, there is a requirement that the operator continues to ensure that the conditions are met on an on-going basis.

Condition 3, relating to the acoustic assessment, is the only matter requiring Council consideration at this stage or in the foreseeable future.

Following the Council's decision, the operator commissioned Environmental Site Services (ESS) consultants to prepare a draft acoustic report which was submitted to the Shire in May 2013 (see Attachment 3). ESS concluded that "Measured noise levels at the nearest noise sensitive premises (White Road Residents) were found to be compliant." In relation to worst case noise levels near the southern boundary, the realignment of the track approximately 60 metres from the original track "resulted in reduced noise levels complying with Regulations."

Following the receipt of the draft ESS report, the Shire administration provided the draft report to landowners who made a submission on the Planning Application and to other stakeholders. The advice from the Department of Environment Regulation's (DER) Noise Regulation Branch is outlined in Attachment 4. The response from neighbours and other stakeholders in 2013 is available to Councillors on request.

Since the receipt of submitter and stakeholder comments on the draft ESS report along with the Shire's comments, the Shire administration has sought for the operators to arrange for ESS to update the report or alternatively, for the operators to commission another acoustic consultancy to prepare a new acoustic assessment. This has not occurred, although the operators have undertaken a range of supported measures to monitor noise and reduce noise impacts over the past 12 months. This includes incorporating a larger buffer near the southern boundary, purchasing and utilising a noise measuring device and checking noise levels of relevant motorbikes upon arrival.

Attachment 5 sets out the most recent correspondence from the operators and an extract of the supporting information provided to the Shire. This includes setting out the noise buffer zones (implemented by the operators post the ESS report) and the sound testing procedures now undertaken by the operators. Some of the supporting information recently provided by the applicant is included as Attachments 3 and 4.

The Shire administration has advised adjoining/nearby landowners who previously made submissions that the matter will be considered by the Council on 24 July 2014.

COMMENT:

Ideally, the ESS report would have been updated to address DER and Shire administration requirements or the operator would have engaged an alternative acoustic consultant to prepare a new acoustic assessment. An updated or new acoustic assessment would have provided technical evidence, professional sign off and increased certainty for everyone with an interest in the matter. While highlighting the above, the reasons put forward by the operator for not doing this (Attachment 5) are noted.

It is suggested the operator's measures to address noise as outlined in Attachments 3 and 5 be noted (draft ESS report along with a range of additional measures put in place by the operator to reduce noise off-site). In particular, it is suggested that the measures set out in Attachments 3 and 5 suitably address planning approval condition 3 at this stage. This is however on the basis that:

- the operator continues to ensure that the measures set out in Attachments 3 and 5 are met/maintained on an on-going basis, which includes the ride neighbourly principles, undertaking sound testing and implementing the noise buffer zones;
- should a written noise complaint be received by the Shire of Nannup from landowners within the district, that the Shire administration will investigate. Subject to the nature of the investigations, this could require additional measures to reduce noise impacts and/or the preparation of a new acoustic assessment; and
- should the riding park propose to operate after the clearing of the blue gum plantation, there will be a need for a new acoustic assessment post clearing.

The reasons for the above position include:

- no written noise complaints have been received by the Shire or the Shire of Donnybrook-Balingup in the last 12 months;
- the operator has commissioned a draft acoustic assessment which revealed that the trail bike park should be able to comply with the noise regulations for most of the routes in most conditions;
- the operator has adopted other measures (including an increased buffer area in the southern section) and these measures are supported;
- the site is located in a sparsely populated area of the district and there are limited sensitive land uses (residences) located near the site which are generally located around 1 km from the riding park. It is suggested that noise from much of the riding park can generally be controlled due to the topography, buffers of blue gums and prevailing winds (generally from the south west);

- the riding park operates between March – November and up to 6 days per month during this period;
- a condition of the planning approval limits customer use of motorbikes on the site between the hours of 9.00am and 6.00pm; and
- the *Environmental Protection (Noise) Regulations 1997* apply to the site (and throughout Western Australia) regardless of whether a planning approval is given. As outlined above, should a written complaint on noise be received, the Shire will separately investigate. Subject to outcomes, this could, for instance, result in extending the noise buffer and/or restricting certain routes in particularly windy conditions; and
- the Donnybrook-Balingup Council did not require an acoustic assessment in issuing the planning approval until the receipt of noise complaints.

Should the Council not support the measures set out in Attachments 3 and 5, then alternative options are:

- requiring the operator to commission a new acoustic assessment that satisfies DER and the Shire administration's requirements; or
- stopping the riding park's operation or commencing non-compliance/legal action. Should non-compliance action be considered by the Council, then this should be discussed with the Shire administration. It is also suggested that a consistent approach should be sought with the Shire of Donnybrook-Balingup.

STATUTORY ENVIRONMENT:

Environmental Protection Noise Regulations 1997, Planning and Development Act 2005 and LPS3.

POLICY AND CONSULTATION IMPLICATIONS: None

FINANCIAL IMPLICATIONS: None

STRATEGIC IMPLICATIONS:

The trail bike park is used by people from the Shire of Nannup, South West, Perth and from other parts of Western Australia. It supports local business.

VOTING REQUIREMENTS: Simple Majority

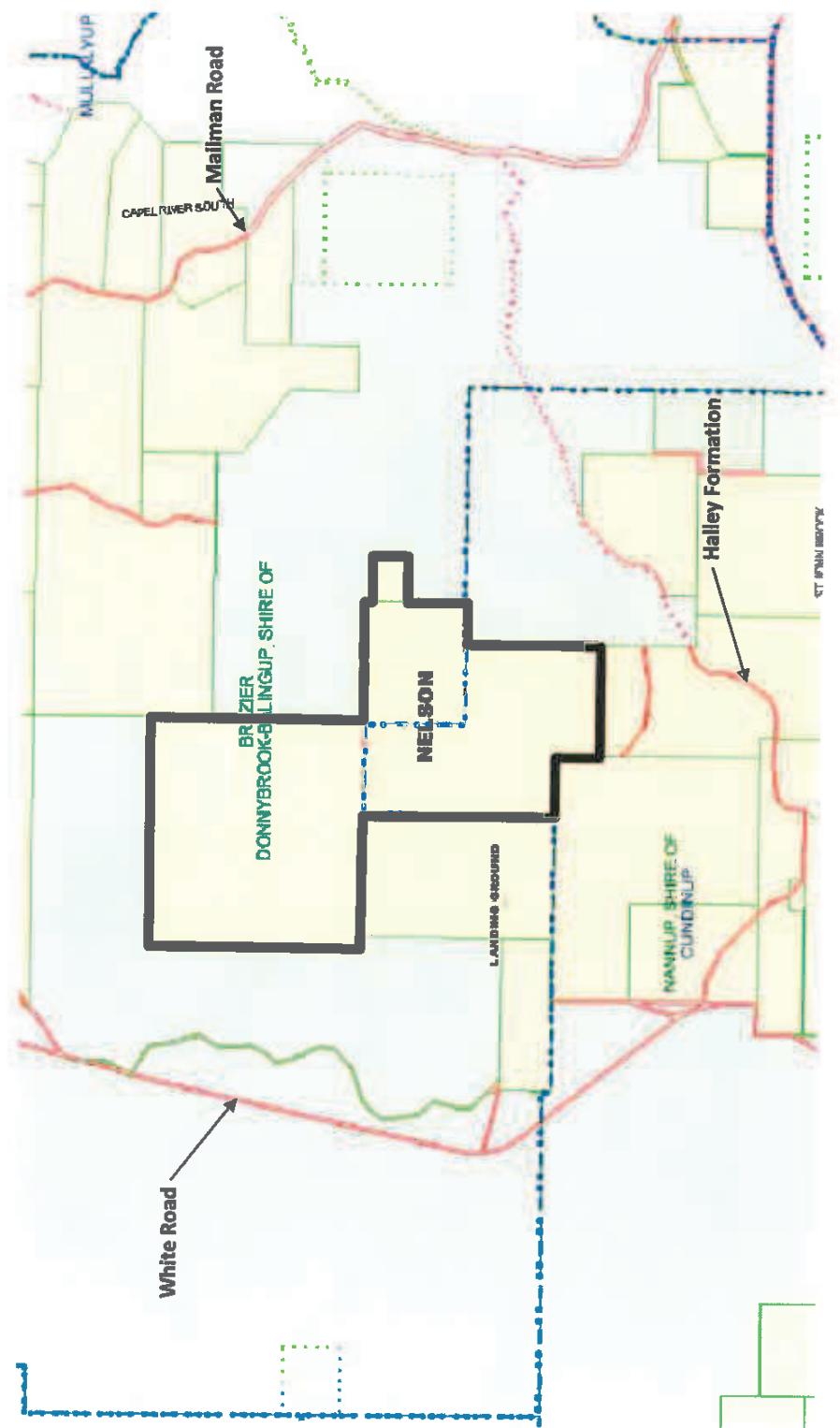
RECOMMENDATION:

That Council in relation to the Trail Bike Park (recreation – private) at Lot 4 White Road, Cundinup:

1. Note the draft Environmental Site Services report set out in Attachment 3. Combined with additional measures set out in Attachment 5, that suitably

addresses condition 3 of the planning approval issued by the Council on 28 March 2013 at this stage.

2. Support the operator's additional measures to reduce off-site noise as set out in Attachment 5. This is however on the basis that the measures are maintained on an on-going basis which includes the ride neighbourly principles, undertaking sound testing and adopting the noise buffer zones.
3. Note that should a written noise complaint be received by the Shire of Nannup from landowners/residents within the district, that the Shire administration will investigate.
4. Outline that should the riding park propose to operate post-clearing of the blue gum plantation, that there will be a need for an appropriate new acoustic assessment post clearing to the satisfaction of the Shire of Nannup.
5. Advise the operator and adjoining/nearby landowners/residents who previously made a submission on the Planning Application of the above.
6. Inform the Donnybrook-Balingup Council of the outcome.



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

8927 CAMARRI/GILBERT

Cr Dunnet to stay, participate and vote on item 11.1 – Application for Planning Approval – Retrospective Planning Consent for Trail Bike Park.

CARRIED 8/0

AGENDA NUMBER:	11.1
SUBJECT:	Application for Planning Approval – Retrospective Planning Consent for Trail Bike Park
LOCATION/ADDRESS:	Lot 4 White Road, Cundinup
NAME OF APPLICANT:	John & Georgina Staines (West Coast Trail Bike Safaris & Riding Park)
FILE REFERENCE:	A154
AUTHOR:	Steve Thompson – Consultant Planner
REPORTING OFFICER:	Robert Jennings – Chief Executive Officer
DISCLOSURE OF INTEREST:	Edge Planning & Property receive planning fees for advice to the Shire therefore declare a Financial Interest – Section 5.70 of the Local Government Act
DATE OF REPORT	18 March 2013

- Attachment:
1. Location Map
 2. Extract of information provided by applicant
 3. Submissions
 4. Supplementary advice from applicant (including letters of support)
 5. Shire of Donnybrook–Balingup Planning Approval Minutes

BACKGROUND:Site details

The site subject to this Planning Application is Lot 4 White Road, Cundinup which is shown in Attachment 1. The site is approximately 25 kilometres north of the Nannup townsite.

The site:

- is 154.68 hectares in area;
- contains a blue gum tree plantation over nearly all of the site with native vegetation along watercourses/creek lines;
- has a mixture of slopes from gentle to steeply sloping;
- contains a large dam and smaller dams/soaks; and

- is used as a motorbike riding park with various trails using firebreaks created for the plantation.

While Lot 4 is within the Shire of Nannup, the trail bike park is predominantly within the Shire of Donnybrook-Balingup on Lot 8101 White Road, Cundinup and Lot 8991 Price Road, Balingup. The entire property subject to the riding park is approximately 470 hectares which contains approximately 80 kilometres of bike trails.

Adjoining and surrounding land is land managed by Department of Environment and Conservation (DEC) and freehold land which is predominantly used for grazing of livestock and tree plantations.

Planning Application

The applicant has lodged a Planning Application seeking retrospective approval for a trail bike park (Attachment 2). The trail bike park commenced operation three years ago.

In addition to information set out in Attachment 2, the applicant has provided a Fire Management Plan that was prepared for the blue gum tree plantation. The Fire Management Plan is available to Councillors on request.

As mentioned, most of the trail bike park is within the Shire of Donnybrook-Balingup. There are no buildings on land within the Shire of Nannup. The portion of the site within the Shire of Donnybrook-Balingup includes a registration area (site office, storeroom and toilet), a campsite and a trail bike circuit.

The applicants also operate tours which extend throughout the South West. The tours are not subject to this Planning Application.

Consultation

The Shire administration invited public comment on the Planning Application for a four week period by writing to adjoining/nearby landowners and relevant State Government agencies and having details available at the Shire office.

The Shire received 13 submissions on the Planning Application and these are provided in full in Attachment 3. Six submissions have been received from adjoining/nearby landowners and seven submissions have been received from State Government agencies, service providers and the Shire's Community Emergency Services Manager. The submissions from adjoining and nearby landowners generally oppose the application, while submissions from other agencies raise no objection but provide a range of advice.

The five submissions which oppose the application (4 landowners plus a leaseholder) raise a number of matters including:

- noise impacts on amenity/lifestyle including a loss of tranquility;

- bushfire risks – the site is fire prone and the riding park will add to the risks;
- logistical challenges given the site's relatively isolated location, including the availability of medical, ambulance and fire fighting services; and
- detrimental impact on property values.

Supplementary advice from applicant

In accordance with standard practice, the Shire provided the applicant with the submissions and the opportunity to respond to the objections, and issues. Attachment 4 sets out the applicant's response along with three letters of support. The letters of support highlight:

- safety and environment benefits of commercial ride parks;
- the facility reduces Shire resources in managing off-road areas; and
- the riding park is well managed including in relation to soil, water, noxious weed management and fire protection.

Planning framework

The site is zoned "Priority Agriculture 2" in the *Shire of Nannup Local Planning Scheme No. 3* (LPS3).

Sub-clause 4.1.3 of LPS3 titled "specific objectives of the Zone" states:

- (a) To conserve the productive potential of the land and support the continued development of large scale agricultural establishments;
- (b) To preserve the rural character and setting of the zone; and
- (c) To ensure that any non-agricultural development is complementary to the predominant agricultural use and capability of the land".

The use is best defined as "recreation - private" which means "premises used for indoor and outdoor leisure, recreation and sport which are not usually open to the public without charge." Recreation - Private is included within "Recreation and Leisure" in sub-clause 4.3.4. Recreation and Leisure is a "D" use in the Agriculture Priority 2 zone as set out in the Zoning Table. Sub-clause 4.3.2 states "'D' means that the use is not permitted unless the local government has exercised its discretion by granting planning approval."

Clause 10.2 of LPS3 titled "Matters to be considered by local government" in part states:

"The local government in considering an application for planning approval shall have due regard to such of the following matters as are in the opinion of the local government relevant to the use or development subject of the application:

- (a) the aims and provisions of this Scheme and any other relevant town planning scheme(s) operating within the Scheme Area;
- (b) the Local Planning Strategy;
- (c) the requirements of orderly and proper planning including any relevant proposed new town planning scheme or amendment, or region scheme or amendment, which has been granted consent for public submissions to be sought;
- (j) the compatibility of a use or development within its setting;
- (k) any social issues that have an effect on the amenity of the locality;
- (m) the likely effect of the proposal on the natural environment and any means that are proposed to protect or to mitigate impacts on the natural environment;
- (n) whether the land to which that application relates is unsuitable for the proposal by reason of it being, or likely to be, subject to flooding, inundation, subsidence, landslip, bush fire or any other risk;
- (o) the preservation of the amenity of the locality;
- (p) the relationship of the proposal to development on adjoining land or on other land in the locality including but not limited to, the likely effect of the height, bulk, scale, orientation and appearance of the proposal;
- (q) whether the proposed means of access to and egress from the site are adequate and whether adequate provision has been made for the loading, unloading, manoeuvring and parking of vehicles;
- (r) the amount of traffic likely to be generated by the proposal, particularly in relation to the capacity of the road system in the locality and the probable effect on traffic flow and safety;
- (w) whether adequate provision has been made for the landscaping of the land to which the planning application relates and whether any trees or other vegetation on the land should be preserved;
- (z) any relevant submissions received on the application;
- (za) the comments or submissions received from any authority consulted under sub-clause 10.1.1; and
- (zb) any other planning consideration the local government considers relevant.

Clause 8.4 titled, "unauthorised existing developments" states:

"8.4.1 The local government may grant planning approval to a use or development already commenced or carried out regardless of when it was commenced or carried out, providing the development conforms to the provisions of the Scheme.

8.4.2 Development which was unlawfully commenced is not rendered lawful by the occurrence of any subsequent event except the granting of planning

approval, and the continuation of the development unlawfully commenced is taken to be lawful upon the grant of planning approval.”

The site is located in Precinct NR6 in the *Shire of Nannup Local Planning Strategy*. Precinct objectives include to:

- Provide for the sustainable use of land within the agricultural zones for a range of rural pursuits.
- Protection of Agriculture Priority area from potential land use conflict with tourism developments.

Planning consent issued by the Shire of Donnybrook-Balingup

The Donnybrook-Balingup Council, at its meeting on 27 February 2013, granted conditional planning approval for the retrospective use of a trail bike park on Lot 8101 White Road, Cundinup and on Lot 8991 Price Road, Balingup.

COMMENT:

Overview

It is recommended that Council approve the Planning Application subject to conditions. This follows assessment against LPS3, the Local Planning Strategy, Local Planning Policies, State Planning Policies, the submissions, supplementary advice from the applicant, and noting the recent decision of the Donnybrook-Balingup Council.

While noting opposition from some adjoining/ nearby landowners, it is concluded that the riding park is conditionally appropriate for this site for reasons including:

- the predominant use of the site is the Blue Gum Plantation and not the Riding Park;
- it provides an important recreational facility, in a controlled environment, which is ideally located away from dwellings and “sensitive” uses;
- it appears to be well managed in addressing land management and other considerations;
- State Government agencies raise no objection; and
- it assists in diversifying the local economy.

Consistency with LPS3

The use of the land (4 White Road, Cundinup) for a trail bike park is deemed to be consistent with the aims and objective of the Priority Agricultural 2 Zone in LPS3. The dominant use of the land is the existing Blue Gum plantation and that the use of the land for a trail bike park (recreation – private) is incidental to the main use.

The use is best described as “recreation - private” which is a “D” use in the Agricultural Priority 2 Zone. This means the Council has the discretion to approve the use without requiring a Scheme Amendment. Accordingly, a Scheme Amendment of the land is not required. It is therefore recommended that the Council dismiss this particular matter raised by Mr Olde.

Noise impacts

It is suggested that excessive noise is the most frequent reason people have concerns regarding trail bikes. Accordingly, it is suggested that noise is the key issue with this Planning Application.

At this stage, the applicant has not commissioned a noise impact assessment to confirm that measures will be sufficient to ensure that there are no unacceptable noise impacts to neighbouring properties. To provide technical evidence to the matter, the officer recommendation includes a condition requiring that a noise impact assessment be prepared. Subject to the outcomes of the noise impact assessment, this may limit portions of the site e.g. along the boundary of the site, for trail bikes at all times or certain times e.g. subject to prevailing winds.

The *Environmental Protection (Noise) Regulations 1997* apply to the site (and throughout Western Australia) regardless of whether a Planning Application is lodged or a planning approval is given. Should written complaints on noise be received in the future, the Shire will separately investigate.

While noting the above, it is highlighted that the site is located in a sparsely populated area of the municipality and there are, currently, limited sensitive land uses (residences) located near the site. Based on aerial photography, the closest dwelling appears to be located over 1 km west of the riding park. It is suggested that noise from much of the riding park can be controlled due to the topography, buffers of blue gums and prevailing winds.

It is recommended that if the Council grants (retrospective) planning consent for the trail bike park, a condition be included in any approval advising that customer use of motorbikes on the tracks is only permitted between the hours of 9.00am and 6.00pm.

Fire management

The site has an extreme bushfire hazard. Further, it also adjoins State Forest. A Fire Management Plan (FMP) was prepared for the site as part of the establishment of the blue gum plantation. It is recommended that an updated FMP be prepared which addresses the additional fire risks and required implementation measures for the trail bike park and associated uses e.g. camping. The Department of Fire and Emergency Services, the Shire's Community Emergency Services Manager and other submissions highlighted the need for an updated FMP.

The FMP should in part identify the procedures in the event of an emergency. Should the Council resolve to grant Planning Approval, it is recommended that the FMP should be periodically reviewed by the operator to ensure it remains current.

On-going management

There are on-going issues relating to the safety, security and management of riders/visitors, along with logistical challenges including the availability of medical,

ambulance and fire fighting services. While noting the site's relatively isolated location, it is suggested that many of these safety, security and management issues primarily relate to duty of care considerations for the operator.

Effective on-going management is a critical issue. Significantly, the responsibility for appropriate on-going management rests with the landowner/operator to ensure that riders and visitors are responsible and do not create inappropriate impacts, including noise, fire, litter etc. to adjoining/nearby properties.

To minimise land use impacts and encourage appropriate neighbourly relations, a recommended condition requires the applicant to prepare and gain approval for an appropriate Management Plan. It is suggested that the Management Plan, amongst other matters, should:

- address the responsibility for rider/visitor behaviour and management measures to be implemented to minimise adverse impact on the amenity of the locality;
- outline the approach to maximise the safety and security of riders/visitors;
- seek the operation to be a good neighbour and be considerate including noise, litter and the approach to reducing fire risks;
- acknowledge that the riding park is located in an agricultural area and that the impacts of agricultural pursuits should be expected and tolerated; and
- highlight the requirement to not enter adjoining privately owned or DEC managed land.

It is also noted that adjoining/nearby landowners have a common law right that addresses trespass.

Detrimental impact on property values

No professional evidence has been provided to verify this claim.

DEC advice

The support of DEC is noted. DEC advise the riding park provides a controlled off-road facility and assists to reduce uncontrolled off-road riding within DEC managed land. DEC also note amongst other matters that:

- the site contains remnant vegetation;
- the site contains potential Black Cockatoo habitat;
- the site is adjacent to DEC managed land;
- there are opportunities to minimise environmental impacts;
- there is a need for appropriate fire fighting equipment; and
- the use must comply with Noise Regulations.

STATUTORY ENVIRONMENT:

Planning and Development Act 2005 and LPS3.

POLICY IMPLICATIONS: None

FINANCIAL IMPLICATIONS: None

STRATEGIC IMPLICATIONS:

The trail bike park is used by people from the Shire of Nannup, South West, Perth and from other parts of Western Australia. It has potential to support local business.

VOTING REQUIREMENTS: Simple Majority

RECOMMENDATION:

That Council approve the Planning Application for the Trail Bike Park (recreation – private) at Lot 4 White Road, Cundinup received on 13 December 2012 subject to the following conditions:

1. The development hereby approved is to be carried out in accordance with the plans and specifications submitted with the application, addressing all conditions, or otherwise amended by the local government and shown on the approved plans and these shall not be altered and/or modified without the prior knowledge and written consent of the local government.
2. A Fire Management Plan is to be submitted to the local government and the Department of Fire and Emergency Services by 30 September 2013. The Fire Management Plan is to be prepared to the satisfaction of the local government and the Department of Fire and Emergency Services. Following this, measures and recommendations in the approved Fire Management Plan are to be implemented by 31 March 2014 and maintained to the satisfaction of the local government.
3. The applicant must have commissioned a suitably qualified acoustic consultant with the resulting acoustic assessment submitted to the local government by 30 September 2013. The acoustic assessment is to incorporate a series of noise tests, measured at appropriate locations, to the satisfaction of the local government. The results of the noise tests should confirm that the trail bike park use is being conducted in a manner so that noise emissions do not exceed the levels cited in the *Environmental Protection (Noise) Regulations 1997*. The recommendations arising from the acoustic assessment must be carried out to the satisfaction of the Shire of Nannup by 31 March 2014.

4. The proponent is to submit and gain local government acceptance of a Management Plan, prior to 30 September 2013, which addresses the responsibility for the behaviour of riders, clients and visitors and the management measures to be implemented to minimise adverse impacts on the amenity of the locality.
5. Customer motorcycle use on the site shall be confined between 9.00am to 6.00pm.
6. The trails and fire protection areas are to be located within existing cleared areas in order to avoid impacts on native vegetation.
7. Fencing to restrict rider, vehicle and walking access to the adjoining State Forest and freehold land is to be maintained to the satisfaction of the local government.
8. The operator of the trail bike park shall take all necessary steps to ensure the safety of persons visiting and working at the site at all times.
9. The operator to develop, in consultation with the Department of Environment and Conservation, a management plan to control the spread of noxious weed, dieback and other harmful diseases by 31 December 2014.
10. The applicant retaining adequate public liability insurance to the satisfaction of the local government.

Advice

- A) In relation to Condition 2, the Fire Management Plan is required to be relevant to the trail bike park use in addition to the tree plantation and to address matters including evacuation. The Fire Management Plan should be regularly reviewed to ensure it complies with best practice to assist in managing risk. Additionally, the development is to comply with the Shire of Nannup's Fuel Reduction Order and observance of the Restricted and Prohibited Season.
- B) In relation to Condition 3, noise emissions must comply with the *Environmental Protection (Noise) Regulations 1997*. The *Environmental Protection Act 1986* contains penalties where the assigned levels prescribed by the *Environmental Protection (Noise) Regulations 1997* are exceeded.
- C) In relation to Condition 4, the Management Plan is to:
 - address the responsibility for rider/visitor behaviour and management measures to be implemented to minimise adverse impact on the amenity of the locality;
 - outline the approach to maximise the safety and security of riders/visitors;
 - seek the operation to be a good neighbour and be considerate including noise, litter and the approach to reducing fire risks;

- acknowledge that the riding park is located in an agricultural area and that the impacts of agricultural pursuits should be expected and tolerated; and
 - highlight the requirement to not enter adjoining Department of Environmental and Conservation or private land.
- D) In relation to Condition 10 it is understood that West Coast Trail Bike Safaris & Riding Park have public liability cover of not less than \$10,000,000 in respect of any one event to provide indemnity to both injury to persons and damage to property.
- E) The applicant is advised that the Council reserves the right to cancel this approval where it is of the view that any or all of the conditions of approval are not being appropriately complied with.
- F) The Department of Environment and Conservation advises that:
- the clearing of native vegetation is prohibited, unless the clearing is authorised by a clearing permit obtained from DEC, or is a kind that is exempt in accordance with Schedule 6 or Regulation 5 (*Clearing of Native Vegetation Regulations*) under the *Environmental Protection Act 1986*;
 - the site contains several water courses;
 - the site is adjacent to the Jarra Wood and Mullalyup State Forests managed by DEC advising that approval of the development should not result in impositions being placed upon the management of DEC managed lands;
 - that any discharges associated with the proposed riding park must comply with the *Environmental Protection (Unauthorised Discharges) Regulations 2004* and that the proponent may consider the inclusion of designated bike repair/maintenance areas to reduce the risk of hydrocarbon discharge to the land and/or streams; and
 - waterways and major drainage crossings should be managed with suitable bridging, piping and hardening of approaches.
- G) Creek crossings should be designed in accordance with the Department of Water's creek crossing brochure.
- H) It is recommended that:
- written policies and procedures on injury management and the transfer of injured people to medical care are developed and regularly reviewed;
 - appropriate evacuation resources are provided and maintained;
 - the applicant/operator has suitably trained personnel on-site whenever there are clients using the trails; and
 - the applicant/operator informs St Johns Ambulance (Donnybrook and Nannup) prior to events and informs the local hospitals (Donnybrook and Nannup) prior to significant events.

- I) The proponent is advised that development of the subject property in accordance with this Planning Approval may result in the method of rating for the property being reviewed.
- J) It is the responsibility of the proponent/landowner to advise the local government when all conditions relating to the development have been satisfied.
- K) Part 14 of the *Planning and Development Act 2005* provides the right to apply to the State Administrative Tribunal for review of some planning decisions and you may wish to take professional advice to determine whether or not such a right exists in the present instance. The *State Administrative Tribunal Rules 2004* require that any such applications for review be lodged with the Tribunal within 28 days of the date on which notice of the decision is given.

CAMARRI/DUNNET

That Council approve the Planning Application for the Trail Bike Park (recreation – private) at Lot 4 White Road, Cundinup received on 13 December 2012 subject to the following conditions as amended:

1. The development hereby approved is to be carried out in accordance with the plans and specifications submitted with the application, addressing all conditions, or otherwise amended by the local government and shown on the approved plans and these shall not be altered and/or modified without the prior knowledge and written consent of the local government.
2. A Fire Management Plan is to be submitted to the local government and the Department of Fire and Emergency Services by 30 September 2013. The Fire Management Plan is to be prepared to the satisfaction of the local government and the Department of Fire and Emergency Services. Following this, measures and recommendations in the approved Fire Management Plan are to be implemented by 31 March 2014 and maintained to the satisfaction of the local government.
3. Removed.
4. The proponent is to submit and gain local government acceptance of a Management Plan, prior to 30 September 2013, which addresses the responsibility for the behaviour of riders, clients and visitors and the management measures to be implemented to minimise adverse impacts on the amenity of the locality.
5. Customer motorcycle use on the site shall be confined between 9.00am to 6.00pm.

6. The trails and fire protection areas are to be located within existing cleared areas in order to avoid impacts on native vegetation.
7. Fencing to restrict rider, vehicle and walking access to the adjoining State Forest and freehold land is to be maintained to the satisfaction of the local government.
8. The operator of the trail bike park shall take all necessary steps to ensure the safety of persons visiting and working at the site at all times.
9. Deleted.
10. Moved to Advice.

Advice

- A) In relation to Condition 2, the Fire Management Plan is required to be relevant to the trail bike park use in addition to the tree plantation and to address matters including evacuation. The Fire Management Plan should be regularly reviewed to ensure it complies with best practice to assist in managing risk. Additionally, the development is to comply with the Shire of Nannup's Fuel Reduction Order and observance of the Restricted and Prohibited Season.
- B) Deleted.
- C) In relation to Condition 4, the Management Plan is to:
 - address the responsibility for rider/visitor behaviour and management measures to be implemented to minimise adverse impact on the amenity of the locality;
 - outline the approach to maximise the safety and security of riders/visitors;
 - seek the operation to be a good neighbour and be considerate including noise, litter and the approach to reducing fire risks;
 - acknowledge that the riding park is located in an agricultural area and that the impacts of agricultural pursuits should be expected and tolerated; and
 - highlight the requirement to not enter adjoining Department of Environmental and Conservation or private land.
- D) In relation to Condition 10 it is understood that West Coast Trail Bike Safaris & Riding Park have public liability cover of not less than \$10,000,000 in respect of any one event to provide indemnity to both injury to persons and damage to property.
- E) The applicant is advised that the Council reserves the right to cancel this approval where it is of the view that any or all of the conditions of approval are not being appropriately complied with.

- F) The Department of Environment and Conservation advises that:
- the clearing of native vegetation is prohibited, unless the clearing is authorised by a clearing permit obtained from DEC, or is a kind that is exempt in accordance with Schedule 6 or Regulation 5 (*Clearing of Native Vegetation Regulations*) under the *Environmental Protection Act 1986*;
 - the site contains several water courses;
 - the site is adjacent to the Jarrahood and Mullalyup State Forests managed by DEC advising that approval of the development should not result in impositions being placed upon the management of DEC managed lands;
 - that any discharges associated with the proposed riding park must comply with the *Environmental Protection (Unauthorised Discharges) Regulations 2004* and that the proponent may consider the inclusion of designated bike repair/maintenance areas to reduce the risk of hydrocarbon discharge to the land and/or streams; and
 - waterways and major drainage crossings should be managed with suitable bridging, piping and hardening of approaches.
- G) Creek crossings should be designed in accordance with the Department of Water's creek crossing brochure.
- H) It is recommended that:
- written policies and procedure of injury management and the transfer of injured people to medical care are developed and regularly reviewed;
 - appropriate evacuation resources are provided and maintained;
 - the applicant/operator has suitably trained personnel on-site whenever there are clients using the trails; and
 - the applicant/operator informs St Johns Ambulance (Donnybrook and Nannup) prior to events and informs the local hospitals (Donnybrook and Nannup) prior to significant events.
- I) The proponent is advised that development of the subject property in accordance with this Planning Approval may result in the method of rating for the property being reviewed.
- J) It is the responsibility of the proponent/landowner to advise the local government when all conditions relating to the development have been satisfied.
- K) Part 14 of the *Planning and Development Act 2005* provides the right to apply to the State Administrative Tribunal for review of some planning decisions and you may wish to take professional advice to determine whether or not such a right exists in the present instance. The *State Administrative Tribunal Rules*

2004 require that any such applications for review be lodged with the Tribunal within 28 days of the date on which notice of the decision is given.

- L) The applicant retaining adequate public liability insurance to the satisfaction of the local government.

LOST 3/5

Voting for the motion: Dunnet, Camarri and Lorkiewicz.

Voting against the motion: Dean, Gilbert, Longmore, Mellema and Steer

8928 MELLEMA/LONGMORE

That Council approve the Planning Application for the Trail Bike Park (recreation – private) at Lot 4 White Road, Cundinup received on 13 December 2012 subject to the following conditions as amended:

1. The development hereby approved is to be carried out in accordance with the plans and specifications submitted with the application, addressing all conditions, or otherwise amended by the local government and shown on the approved plans and these shall not be altered and/or modified without the prior knowledge and written consent of the local government.
2. ~~A Fire Management Plan is to be submitted to the local government and the Department of Fire and Emergency Services by 30 September 2013. The Fire Management Plan is to be prepared to the satisfaction of the local government and the Department of Fire and Emergency Services. Following this, measures and recommendations in the approved Fire Management Plan are to be implemented by 31 March 2014 and maintained to the satisfaction of the local government.~~
3. The applicant must have commissioned a suitably qualified acoustic consultant with the resulting acoustic assessment submitted to the local government by ~~30 September 2013~~ 30 June 2013. The acoustic assessment is to incorporate a series of noise tests, measured at appropriate locations, to the satisfaction of the local government. The results of the noise tests should confirm that the trail bike park use is being conducted in a manner so that noise emissions do not exceed the levels cited in the *Environmental Protection (Noise) Regulations 1997*. The recommendations arising from the acoustic assessment must be carried out to the satisfaction of the Shire of Nannup by 31 March 2014.
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6. The trails and fire protection areas are to be located within existing cleared areas in order to avoid impacts on native vegetation.
7. Fencing to restrict rider, vehicle and walking access to the adjoining State Forest and freehold land is to be maintained to the satisfaction of the local government.
8. The operator of the trail bike park shall take all necessary steps to ensure the safety of persons visiting and working at the site at all times.
9. Moved to Advice.
10. Moved to Advice.

Advice

A) In relation to Condition 2, the Fire Management Plan is required to be relevant to the trail bike park use in addition to the tree plantation and to address matters including evacuation. The Fire Management Plan should be regularly reviewed to ensure it complies with best practice to assist in managing risk. Additionally, the development is to comply with the Shire of Nannup's Fuel Reduction Order and observance of the Restricted Land Prohibited Season.

B) In relation to Condition 3, noise emissions must comply with the Environmental Protection (Noise) Regulations 1997. The Environmental Protection Act 1986 contains penalties where the assigned levels prescribed by the Environmental Protection (Noise) Regulations 1997 are exceeded.

C) In relation to Condition 4, the Management Plan is to:

- address the responsibility for rider/visitor behaviour and management measures to be implemented to minimise adverse impact on the amenity of the locality;
- outline the approach to maximise the safety and security of riders/visitors;
- seek the operation to be a good neighbour and be considerate including noise, litter and the approach to reducing fire risks;
- acknowledge that the riding park is located in an agricultural area and that the impacts of agricultural pursuits should be expected and tolerated; and
- highlight the requirement to not enter adjoining Department of Environmental and Conservation or private land.

D) In relation to Condition 10 it is understood that West Coast Trail Bike Safaris & Riding Park have public liability cover of not less than \$10,000,000 in respect of

any one event to provide indemnity to both injury to persons and damage to property.

E) The applicant is advised that the Council reserves the right to cancel this approval where it is of the view that any or all of the conditions of approval are not being appropriately complied with.

F) The Department of Environment and Conservation advises that:

- the clearing of native vegetation is prohibited, unless the clearing is authorised by a clearing permit obtained from DEC, or is a kind that is exempt in accordance with Schedule 6 or Regulation 5 (*Clearing of Native Vegetation Regulations*) under the *Environmental Protection Act 1986*;
- the site contains several water courses;
- the site is adjacent to the Jarrahwood and Mullalyup State Forests managed by DEC advising that approval of the development should not result in impositions being placed upon the management of DEC managed lands;
- that any discharges associated with the proposed riding park must comply with the *Environmental Protection (Unauthorised Discharges) Regulations 2004* and that the proponent may consider the inclusion of designated bike repair/maintenance areas to reduce the risk of hydrocarbon discharge to the land and/or streams; and waterways and major drainage crossings should be managed with suitable bridging, piping and hardening of approaches.

G) Creek crossings should be designed in accordance with the Department of Water's creek crossing brochure.

H) It is recommended that:

- written policies and procedures on injury management and the transfer of injured people to medical care are developed and regularly reviewed;
- appropriate evacuation resources are provided and maintained;
- the applicant/operator has suitably trained personnel on-site whenever there are clients using the trails; and
- the applicant/operator informs St Johns Ambulance (Donnybrook and Nannup) prior to events and informs the local hospitals (Donnybrook and Nannup) prior to significant events.

I) The proponent is advised that development of the subject property in accordance with this Planning Approval may result in the method of rating for the property being reviewed.

J) It is the responsibility of the proponent/landowner to advise the local government when all conditions relating to the development have been satisfied.

- K) Part 14 of the *Planning and Development Act 2005* provides the right to apply to the State Administrative Tribunal for review of some planning decisions and you may wish to take professional advice to determine whether or not such a right exists in the present instance. The *State Administrative Tribunal Rules 2004* require that any such applications for review be lodged with the Tribunal within 28 days of the date on which notice of the decision is given.
- L) The operator to develop, in consultation with the relevant authorities and the WAPRES management plan to control the spread of noxious weeds, dieback and other harmful diseases by 31 December 2014.
- M) The applicant retaining adequate public liability insurance to the satisfaction of the local government.

CARRIED 5/3

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

Reason for the change:

The control of noxious weeds is not the sole responsibility of the applicant, and it would be unreasonable to include it as a planning condition.

Attachment

Environmental Site Services
 ABN: 33881176321
 Postal: PO Box 1100 Scarborough Perth WA 6922
 Office: Suite 3/172 St Brigids Terrace Scarborough Perth WA 6019
 P: (08) 9341 4625 F: (08) 9463 6277 M: 0459 458 948
 Email: admin@environmentalsiteservices.com.au
 Web: www.environmentalsiteservices.com.au



15th July 2013

Reference: WCS1305REVB

John Staines
 West Coast Trail Bike Safaris & Riding Park
 C/- Kirup Post Office
 Kirup WA 6251
 M: 0429 825 775
 E: ride@westcoastsafaris.com.au

1. Introduction

John and Georgina Staines of West Coast Trail Bike Safaris & Riding Park operate a riding park situated on 1200 acres of private property off Gardener Road in Kirup. The Park is surrounded by State Forrest and land zoned rural. The park is open on Saturdays, Sundays and Public Holidays with the hours of operation being 9am to 4:30pm.

Environmental Site Services was commissioned by to undertake noise level measurements at the boundary of the park, at the nearest sensitive receptor and provide a summary report detailing the measurements.

There are sensitive receptors located in the form of rural property and residential premises. One residence is located off White Road approximately 900 meters to the South East of the riding park boundary and one residence to the West of the riding Park (1100 meters approximately)

The facility is utilised by riders operating a number of different bikes and modes of motorcycles. On the day measurements were taken 60 riders were using the park. The park has a number of designated tracks (approximately 60 kilometres) with the majority of riders utilising the motocross track which is near the centre of the park.

The objective of the study was to undertake noise level measurements on the boundary of the park and at the nearest sensitive receptor and assess these levels against assigned criteria in the Environmental Protection (Noise) Regulations 1997.

2. Summary

Owing to the area being zoned rural, the accessible criteria of LA10 of 60 dB(A) at the boundary at all hours and days of the week is assigned. The assigned criteria for noise sensitive premises at locations within 15 metres of a building directly associated with a noise sensitive use is LA10 45 dB on a weekday or Saturday, and LA10 40 dB(A) on a Sunday or public holiday.

Measured characteristics of noise was assessed for tonal characteristics and deemed not to be tonal; therefore noise received at the neighbouring properties would not attract any penalties in accordance with the Regulations.

Noise level measurements were taken under normal operating conditions on the southern boundary where riders follow the "Blue Track" (the track closest to the nearest sensitive receptors) these were found to be within Regulations.

Riders were directed to follow the Blue Track to produce worst case noise levels, these noise levels were found to be non-compliant with the Regulations, however; the number of riders directed to the Blue Track would not be a likely scenario as there are over 80 kilometres of trails in the Bike Park.

A test run was completed in-lieu of the high worst case noise recordings with a modified course (riders were directed lower down into the gully 60 meters from the boundary) noise measurements complied with Regulations.

3. Noise Criteria

Environmental noise in Western Australia is governed by the Environmental Protection Act 1986, through the Environmental Protection (Noise) Regulations 1997. Regulations 7 & 8 stipulate the maximum allowable external noise levels determined by calculating the influencing factor which is added to the values in Table 1. The influencing factor is calculated through the usage of land within a 100 meter and 450 meters radii from the premises of concern.

The influencing factor for nearby residences is zero owing to no major roads or commercial/industrial land uses within 450 meters of the nearest residence.

The various assigned levels at different times of the day are presented in Table 1.

Table 1. Assigned Noise Levels.

Type of premises receiving noise	Time of day	Assigned level (dBA)		
		LA10	LA1	LAmix
Noise sensitive premises at locations within 15 metres of a building directly associated with a noise sensitive use	0700 to 1900 hours Monday to Saturday	45 + influencing factor	55 + influencing factor	65 + influencing factor
	0900 to 1900 hours Sunday and public holidays	40 + influencing factor	50 + influencing factor	65 + influencing factor
	1900 to 2200 hours all days	40 + influencing factor	50 + influencing factor	55 + influencing factor
	2200 hours on any day to 0700 hours Monday to Saturday and 0900 hours Sunday and public holidays	35 + influencing factor	45 + influencing factor	55 + influencing factor
Noise sensitive premises at locations further than 15 metres from a building directly associated with a noise sensitive use	All hours	60	70	80
Commercial premises	All hours	60	75	80
Industrial and utility premises	All hours	65	80	90

1. The "Influencing factor" is calculated for each noise-sensitive premises receiving noise. It takes into account the amount of industrial and commercial land and the presence of major roads within a 450 m radius around the noise receiver.
2. The influencing factor will range from zero to about 20 in most cases.
3. Construction work is not required to meet the requirements of the table.

If noise emitted from any premises when received at any other premises cannot reasonably be free of intrusive characteristics of tonality, modulation, and impulsiveness, then a series of adjustments must be added to the emitted levels (measured or calculated) and the adjusted level must comply with the assigned level. The adjustments are detailed in Table 2.

Table 2. Table of Adjustments

Adjustment where noise emission is not music these adjustments are cumulative to a maximum of 15 dB		
Where tonality is present	Where modulation is present	Where impulsiveness is present
+5 dB	+5 dB	+10 dB

4. Measurements

To enable the assessment of noise emissions from the Ride Park noise measurements were carried out on the 18th of May 2013 whilst the ride park was operating. Noise measurements were taken at the boundary close to the Blue Track (a loop at the southern end of the ride park closest to the nearest sensitive receptors) under normal operating conditions; riders were then directed to follow the Blue Track to create worst case noise levels.

Weather conditions during the assessment were partly cloudy with a wind speed of 4 meters per second.

Noise level measurements were conducted taking short term noise measurements using a NATA calibrated 3M Quest Sound Pro DL Type 1 integrating Sound Level Meter (SLM).

Attachment

5. Results

Noise level measurements were conducted at the Bike Park boundary and at the nearest sensitive receptor (White Road) on the 18th of May 2013

Results are as followed

- Short term measured boundary noise levels are detailed in Table 3.
- Short term measured nearest sensitive receptor noise levels are detailed in Table 4.

Table 3. Assessment of Noise Level Emissions

Location	Assessable Noise Levels (dBA)			Types of Premises Receiving Noise	Applicable Times of Day	Applicable Times of Day			Exceedance to Assigned Noise Level (dB)
	LA10	LA1	L _{Amax}			LA10	LA1	L _{Amax}	
Southern Boundary (normal operating conditions for the Blue Track)	44	55	62	Noise sensitive premises at locations further than 15 metres from a building directly associated with a noise sensitive use	All Hours	60	75	80	Complies
Southern Boundary (riders directed to follow Blue Track to produce worst case scenario)	72	77	84	Noise sensitive premises at locations further than 15 metres from a building directly associated with a noise sensitive use	All Hours	60	75	80	Fails
Southern Boundary "Modified Course"	46	61	63	Noise sensitive premises at locations further than 15 metres from a building directly associated with a noise sensitive use	All Hours	60	75	80	Complies

Table 4. Assessment of Noise Level Emissions at the Nearest Sensitive Receptor

Location	Assessable Noise Levels (dBA)			Types of Premises Receiving Noise	Applicable Times of Day	Applicable Times of Day			Exceedance to Assigned Noise Level (dB)
	LA10	LA1	L _{Amax}			LA10	LA1	L _{Amax}	
White Road Residence	39	45	58	Noise sensitive premises within 15 metres of a dwelling	0700 – 1900 Hours Monday to Saturday	45	55	65	Complies
					0700 – 1900 Sunday and Public Holidays	40	50	65	Complies

6. Discussion

Measured noise levels at the nearest noise sensitive premises (White Road Residents) were found to be compliant.

Measured noise levels at noise sensitive premises at locations further than 15 metres from a building directly associated with a noise sensitive use (the boundary) were within during normal operating conditions.

When riders were directed to follow the Blue Track to produce worst case noise levels, noise emissions were non-compliant with the Regulations at the measurement point. In-lieu of the high noise levels the Blue Track was modified near the measurement point with riders directed approximately 60 meters away from the original track (along the boundary) and into a gully, this resulted in reduced noise levels complying with Regulations.

Environmental Site Services recommends further noise monitoring should further concerns be raised.

If you have any questions or require any further information please do not hesitate to contact the undersigned.



Andrew Breed
Principal Consultant
Environmental Site Services

Attachment



Government of Western Australia
Department of Environment Regulation

SHIRE OF CUNDINUP	
RECEIVED	
Ref: A154	No: 304
23 AUG 2013	
CEO MCS WM MDS	AO EO CDO CR: <i>Wery</i>
L3 PUB	FMO YO RO

Your ref A154
Our ref 2012/000856-1
Enquiries Dr Jingnan Guo
Phone 64675278
Fax 64675561
Email jingnan.guo@der.wa.gov.au

Mr Robert Jennings
Chief Executive Officer
Shire of Nannup
Adam Street, PO Box 11,
Nannup WA 6275

Dear Mr Jennings

Comments - Trail Bike Park – Lot 4 White Road, Cundinup

Thank you for your letter of 18 July 2013, inviting the Department of Parks and Wildlife (DPaW) to comment on the acoustic assessment for the proposed Trail Bike Park located on Lot 4 White Road, Cundinup. As the former Department of Environmental Protection has now separated into two departments DPaW has forwarded the request to Department of Environment Regulation (DER).

The DER Noise Regulation Branch (NRB) has reviewed the Acoustic Assessment Report (Report) prepared by Environmental Site Services (ESS) in July 2013 and would like to provide the following comments and advice.

In general, the NRB's experience of noise from motorcross track indicates that with the proposed noise buffer, noise from the proposed Trail Bike Park may be able to be managed to comply with the noise regulations. However, the submitted Report is too simplified and has not satisfactorily demonstrated the noise compliance, due to lack of required information as below:

1. There is no map/graph showing the locations of the neighbouring noise sensitive receivers, the ride tracks, as well as the boundaries with neighbouring lots, which makes assessment of the Report very difficult;
2. It states in the Report that the noise from the proposed Trail Bike Park is deemed not to be tonal. There is no information as how this conclusion was achieved. NRB's experience indicates that the noise from motorcross track could be tonal – depending on the operations of the motor bikes and the location of the assessment. ESS needs to detail in the Report how the tonal assessment was done;
3. The noise measurement conducted on the southern boundary was conducted at two scenarios – normal operating conditions when riders follow the 'Blue Track' and worst-case conditions when riders were directed to follow the Blue Track to produce worst case levels. There were differences in the measured noise levels for these two scenarios: 28dB in L_{A10} ; 27 dB in L_{A1} and 22 dB in L_{Amax} , which are

The Atrium, 168 St Georges Terrace, Perth WA 6000
Phone (08) 6467 5000 Fax (08) 6467 5562
Postal Address: Locked Bag 33, Cloisters Square, Perth WA 6850
www.der.wa.gov.au

substantial differences. However, there was not enough information showing the differences in operating conditions of these two scenarios. ESS needs to detail the differences between these two scenarios and the likelihood of their occurrence. For instance, the number of motor bikes running during the measurement, their models, speeds and spatial distributions;

4. Noise measurement was conducted at one nearby sensitive receptor, which showed the noise compliance was marginally achieved on Sunday/Public Holidays. There is however no indication as to under what operating conditions this measurement was conducted: normal, worst-case, or 'modified courses'.

In summary, NRB considers that the submitted Report for the proposed Trail Bike Park has not satisfactorily demonstrated noise compliance with the noise regulations. NRB would recommend that the noise assessment be redone, and should clearly demonstrate the noise compliance – before the approval is granted.

I hope the above comments are helpful in enabling the Shire to make decision on this application. If you have any questions regarding these comments, please contact Peter Popoff-Asotoff on (08) 6467 5275 or Jingnan Guo on (08) 6467 5278.

Yours sincerely



Peter Popoff-Asotoff
Manager, Noise Regulation Branch

Attachment

19 August 2013



12 June 2014

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

Dear Mr Jennings

RE: Acoustic Testing

As you are aware we engaged Environment Site Services (ESS) to conduct an Acoustic Assessment of our Riding Park in May 2013 and a report was submitted to the Nannup Shire shortly afterward.

This Report was forwarded to the Department of Environment and Regulation Noise Regulation Branch (DER), however DER did not consider it detailed enough, and in turn the Nannup Shire requested the report be redone.

ESS said that the scope of work they received from the Shire documentation did not cover what the Shire/DER now requires. We think that the notes from DER's letter dated 19 August 2103 are quite reasonable and should have been included in the original report (see Appendix A).

We have spent considerable time, over 12 months, in discussion with ESS trying to get this extra data addressed. The employee who conducted the testing left the business soon after the report was sent out and ESS said they no longer had our data on file and that they did not wish to revisit the report or conduct anymore testing at our facility. They did quote us an additional \$3000 to complete the work on top of the \$2800 we already paid, but now they do not wish to complete the work, citing they are too busy.

This has left us in a predicament that we now have a substandard report and are thousands of dollars out of pocket. (See Appendix B – ESS Noise Report).

In response to DER's letter dated 19 August 2013 we will answer their issues raised to the best of our ability and to explain and give more details to what happened on the day of testing.

On the day of testing there were 46 adult riders, 14 kids and 9 spectators at the Riding Park. The maximum temperature at Jarrahwood (the nearest BOM site No: 9842) was recorded at 18.2 degrees celsius. The wind speed was 4 metres per second and the wind direction being East North East.

Location: Shire of Donnybrook–Balingup, Gardiner Road, off Mailman Road, Cundinup, Co-Ordinates: 33° 47' 11" S 115° 49' 5" E.

C/- Kirup Post Office, South West Hwy, KIRUP WA 6251
Ph: 0429 825 775 Fax: (08) 9731 6630
Web: www.westcoastsafaris.com.au Email: ride@westcoastsafaris.com.au
ABN: 44 501 003 479

DEC Commercial Operations Licence – HQ68501

Point 1: There was no map showing noise sensitive receptors or the boundaries of neighbouring lots which made it hard to assess the report

We have supplied 3 maps, Appendix C showing the location of the property, Appendix D, the Site Map and Appendix E showing the Riding Park Trails with Noise Buffer Zones 1 (NBZ1) and the new and current Noise Buffer Zone 2 (NBZ2) and the locations of the surrounding properties.

The nearest sensitive receptor is the Mullins residence (see Appendix F), 750 meters from the southern fenceline, both the Dawson and Wallace residences are 1150 meters from the fenceline. I believe Mr Mullens forwarded a letter to the Nannup Shire stating that they did not think the noise offensive and the Wallace Residence do not have an issue with sound from the Riding Park.

Point 2: Tonality

The report also failed to address how they deemed that the noise was not tonal. After discussing this with ESS and others, we understand that had the noise been deemed tonal, an additional 5dB would need to be added for a worst case scenario. If this was the case, our noise level would still comply. We therefore feel that ESS's failure to address how they deemed the noise was not tonal to be somewhat irrelevant.

Point 3: Southern Boundary Testing Scenarios

DER have asked for ESS to detail the differences between our normal operating conditions, and the worst case scenario, and the likelihood of their occurrence.

During our first round of testing at the southern fenceline with NBZ1 in use, (which was implemented the weekend after the first Shire meeting after discussion with the Helms for us to be good neighbours) only 8 bikes went past during a 15 minute interval - this was a normal scenario. As the Riding Park has over 50 kms of trail, riders can choose trails of their choice and skill level, and this prevents congestion of bikes in any location as was the case during the test.

To instigate a worst case scenario reading, we asked all riders present at the track (approximately 46 adults) to ride the Blue Loop in an effort to get an idea of the noise output from a very busy weekend. This is when the noise level exceeded the assigned noise level, which is highlighted yellow in Table 3 of EES Report.

From here we conducted other testing, firstly at Peter Mullens residence. These readings can be seen in Table 4 of the ESS report and comply.

We then visited various sites around the Riding Park but the ESS representative said that due to the state forest boundary, testing was irrelevant.

We then travelled back to the southern boundary and it was then decided that we would extend NBZ1 a further 60 meters down the hill. We call this new zone, Noise Buffer Zone 2 (NBZ2). We then tested under a worst case scenario again, (we directed riders to ride the Blue Loop again) and the assessment complied (See Table 3 of the ESS report).

After feedback from riding parents that this route was difficult for junior and novice riders we assessed the topography and moved the trail another 60 meters further down the gully (120 meters in total) to a better suited contour. This modified course is our 'Noise Buffer Zone 2' (NBZ2) and has been in use since the day of the testing so that our noise is legal on the southern boundary where the initial noise complaint arose.

The EES report states in Section 2 - Summary, paragraph 4: *A test run was completed in-lieu of the high worst case noise records with a modified course (riders were directed lower down into the gully 60 meters from the boundary) noise measurements complied with Regulations.*

Point 4: In regards to the testing at the Mullen residence, this testing was done under worst case scenario and the reading still complied – (see table 4). The wind was in a North Easterly direction at 4 meter per second.

What we have implemented to be good neighbours

From this experience with ESS, we knew they had to be proactive and monitor our own noise to try and save our business.

We have therefore implemented a 'Ride Neighbourly' program. This program was introduced shortly after the Acoustic assessment in May 2013 to reduce the noise impact of riding operations on nearby properties.

We have also conducted our own noise monitoring several times during busy periods, at the southern boundary fence line and at the fence line at Cliff Dawson's property and the highest reading to date was 49.3dB.

We have also adopted the following sound measuring procedure from Motorcycling Western Australia Trail and Enduro Club. This is the nearest format of trail bike riding to our facility, but they are a competitive club and we are not, we are trail riding, not racing. See Appendix F - Sound Testing Procedure for a full explanation of the procedure we have been using since July 2013.

The aim of our Ride Neighbourly Program focuses on rider education by way of correspondence with customers during the booking in process prior to arrival, once again during the Induction process prior to riding and the use of signage around the property to indicate noise sensitive areas. We expect all riders using the West Coast Trail Bike Park (Riding Park) to be considerate of neighbouring property owners/areas and follow the Ride Neighbourly principles as below.

Ride Neighbourly Principles

- All bikes are to have standard exhausts fitted – any riders who turn up with a non-standard exhaust or has an excessively noisy motorbike, are sound tested and maybe restricted to the MX track only, well off the boundary to ensure we do not exceed noise levels. The rider will require a standard exhaust on their next visit. See Appendix E – Sound Testing Procedure.
- When entering the 'Noise Buffer Zone' riders are to reduce engine revs and slow down as soon as possible and safe to do so.
- Riders are always to stay on the designated trails.
- The Riding Park is a non-competitive environment, so racing or aggressive riding is prohibited.
- Riding on the 80km trail loops is between 9am & 4:30pm.
- Riding on the PeeWee & MX tracks at the camping ground is allowed between 9am & 5pm.
- The Riding Park is to conduct their own sound testing at various sites to make sure the sound generated at the boundaries is legal.
- Extension of the noise buffer zone will be considered, pending future development or reasonable noise complaints from neighbours.

We would like the Shire to consider the following points:

- Our lease agreement with WAPRES is only valid until 2017, potentially we could only run for another 3 years before the property is due for logging and we cease operations.
- If we do not operate, where do these families who frequent our Park legally ride? The Donnybrook-Balingup & Nannup Shires have no legal riding area to our knowledge where unlicensed or unregistered bikes can ride.
- Standard exhaust policy - Please note that this policy has meant fewer customers visit our Riding Park as they do not have standard exhausts – I wonder where they ride now.... Out in the bush somewhere in an uncontrolled environment maybe.
- There was no Shire Representative present during the noise testing and the behaviour of the complainant (Mr Helms), was totally unacceptable with his constant threats of legal action and intimidating behaviour towards the ESS representative – I wonder if this has a bearing as to why ESS would not undertake the completion of work for us?
- Has the Shire received any noise complaints since we implemented NBZ2? As part of our Donnybrook-Balingup Shire application, noise testing would only be required following Noise Complaints; can this be considered an option for the Nannup Shire application?

We are one of four riding parks operating in Western Australia at this time, these businesses offer a much needed facility as the number of bike sales across the state and the popularity of the sport keeps increasing year after year and people need somewhere legal and safe to ride. Our business also provides much needed business to the region through services such as fuel, food and accommodation.

Noise is always going to be the biggest issue we face as an off-road motorbike business. Over the years of running our Safaris Tours and the Riding Park we have implemented many principles to combat the noise issue. The best practice so far has been working together with land owners and other trail users to work out a mutually beneficial outcome for both parties, as once the complainant knows the whole story, and understand what we are trying to achieve by educating riders in the best practice of their sport, they generally end up not having an issue with our business.

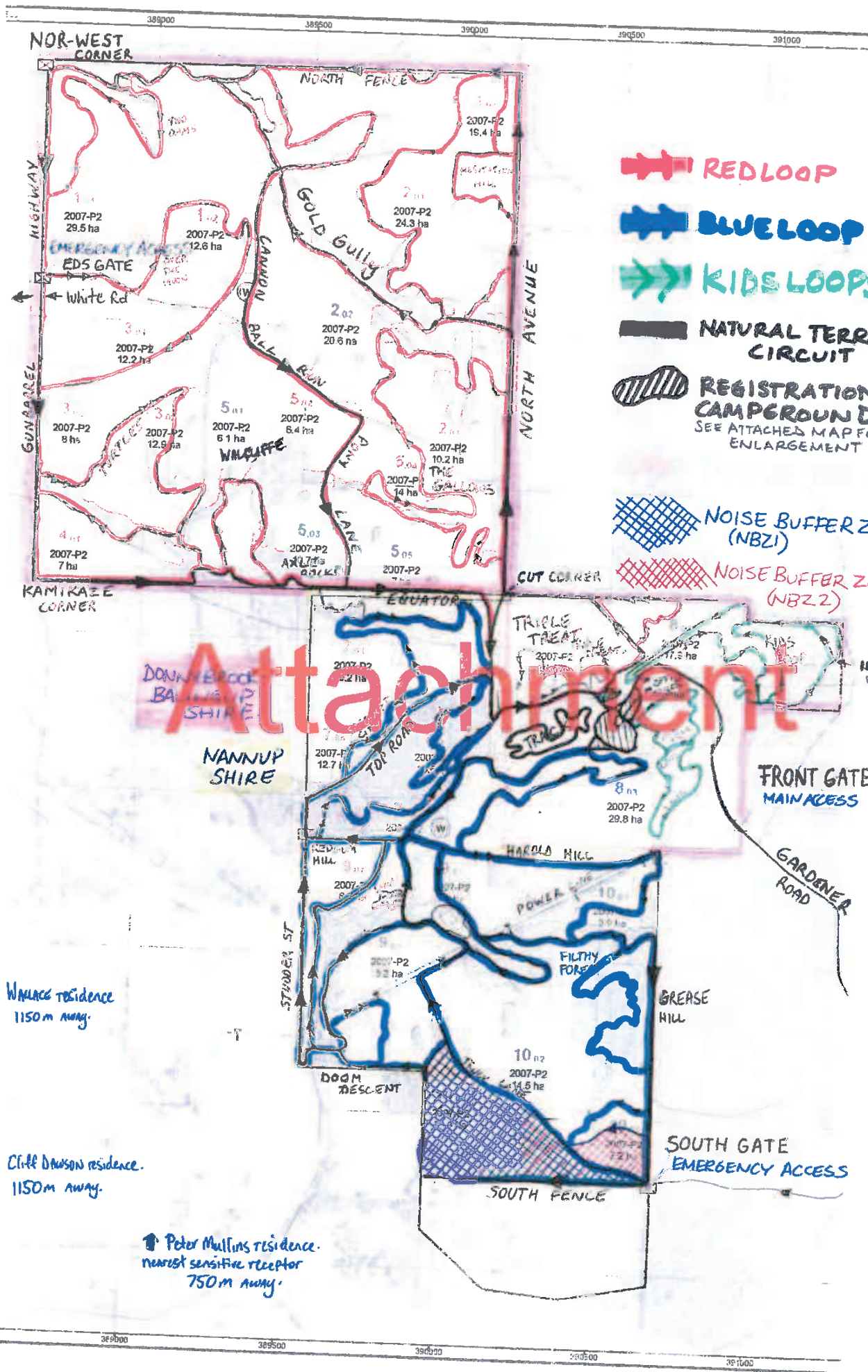
We appreciate the Shires patience in this matter and we hope the Shire understands the effort we have gone to keep our noise legal and the expense we have incurred to achieve this. The money we have spent on the Nannup Shire planning application has stalled progress of our facilities however we appreciate the fact that we can move forward knowing we have improved our business by meeting the Shires planning requirements.

As a small business that only operates the Riding Park between 2 to 6 days per month between March and November, we cannot afford to pay for another acoustic assessment. We are currently looking into funding to cover this cost if required, but as we are a commercial operator and not a non-for-profit organisation this is proving difficult. If we cannot secure funding we will be contacting our local government member to ask for their assistance in this matter.

Yours sincerely



John & Georgina Staines
West Coast Trail Bike Safaris & Riding Park





Sound Testing Procedure

Why do we need sound testing? Because noise is one of the main complaints against off-road motorbikes.

West Coast Trail Bike Safaris & Riding Park (WCTBSRP) wants to best manage their noise by minimizing impact to their neighbours and other trail users.

In order for WCTBSRP to do this, we must take a proactive stance in managing this issue. Therefore, we have adopted the procedure below. This procedure is carried out at all Motorcycling Western Australia (MWA) permitted off-road riding events to manage noise.

Please note that as WCTBSRP is a non-competitive riding environment. We have adopted this MWA procedure as a general guide. Some of our customers are racing competitors and have been subjected to this testing at outside events. We feel these guidelines are most suited to keeping a consistent approach to noise in the WA motorcycling industry.

WCTBSRP has purchased a Sound Testing Kit and are currently looking into becoming a qualified Motorcycling Western Australia Sound Control Officer trained to complete sound tests on motorcycles.

Who will be testing?

Any motorbike with a non-standard exhaust or a bike that seems to be excessively noisy.

Also, any motorbikes which failed the noise test at a previous opening where they were officially tested.

The Sound Testing Procedure

The method used is called the “2 Metre Max Method”

(NOTE: The full Sound Testing procedure can be found under section 12.10 Sound Emissions section of MOM. This is an abbreviated version to give a general overview).

The selected motorbike is moved to the centre of the Testing Area with the front of the machine pointing downwind. The measurement is made with the motorbike upright and on its wheels with a hot engine.

The Testing Area is basically a 10 metre diameter circle clear of all obstacles with background noise no greater than 100 dB(A).

The Sound Meter is located 2 metres from the rear axle at an angle of 45 degrees and is located on the exhaust side of the motorbike. The meter is mounted on a stand 1.35 metres above the ground. If the bike has twin exhausts then both sides are tested.

There are only 2 people permitted within the 10 meter diameter circle, the Sound Control Officer (the Operator) and the rider.

The rider is in control of the motorbike at all times and is responsible for holding the motorbike upright.

- The rider will be asked the following questions:
- Are you aware of how the test procedure is carried out?
- Are you aware your engine will be run at full throttle for approx. 1 second?
- Do you agree to have your machine Sound Tested?

NOTE: If the rider **declines** to have their machine tested it is considered a **failure** and they will not be allowed to ride until the motorcycle has been sound tested and passes.

If the rider agrees to have their motorbike tested they will be asked to start their machine. The rider will stand on the left hand side of the motorbike and the Operator on the right. The rider will be asked to pull the clutch in and hold it in during the test. The Operator will open the throttle fully for approx. 1 second. The throttle will then be closed. The Operator will then check the sound meter for a reading.

At all times the rider is responsible for holding the motorbike upright, the Operator will only operate the throttle during the test. The rider will be invited to observe the reading if they wish to do so.

This sound emission reading along with the Date, Time and Temperature and other details are recorded in the Recorded Sound Test Log. This log is available at WCTBSRP office.

The Sound Limits

The Sound Emission Limit for Enduros, Motorcross & Supercross events is 112 dB(A) with a 4 dB(A) allowance as per General Competition Rules (GCR) 12.10.1.1 Sound Emissions.

I have been Sound Tested now what?

Depending on the reading one of two things will happen:

If the motorbike is under the limit then off you go and have a good ride or;

If the bike is over the limit then the Operator will fill out a Sound Test Failure Report. The Operator will then make a decision on their participation and they may be restricted to riding the MX track only. If the rider wishes to continue riding at the facility, then they will be required to meet noise expectations at their next visit.

AGENDA NUMBER:	12.3
SUBJECT:	Proposed closure of a portion of the Cundinup-Dudinyillup Road reserve and seeking Shire support to amalgamate an unnamed closed road reserve into adjoining freehold property
LOCATION/ADDRESS:	Cundinup-Dudinyillup Road, Cundinup
NAME OF APPLICANT:	John and Graeme Brockman
FILE REFERENCE:	A1655
AUTHOR:	Steve Thompson – Consultant Planner
REPORTING OFFICER:	Robert Jennings – Chief Executive Officer
DISCLOSURE OF INTEREST:	Edge Planning & Property receive planning fees for advice to the Shire therefore declare a Financial Interest – Section 5.70 of the Local Government Act 1995
DATE OF REPORT:	14 July 2014

- Attachment: 1. Correspondence and plans from applicant (with associated numbering)
2. Location maps
 3. Plan showing where the road is not located within the Cundinup-Dudinyillup Road reserve

BACKGROUND:

An application has been made to permanently close a portion of the Cundinup-Dudinyillup Road along with seeking Shire support for a section of a closed road reserve to be amalgamated into adjoining freehold land. The applicant's requests are outlined in Attachment 1. This attachment also shows the road reserves with associated numbering as set out in the applicant's correspondence received on 5 May 2014:

- A) the section of Cundinup-Dudinyillup Road reserve between Balingup-Nannup Road and the Blackwood River;
- B) the closed road reserve that divides Lot 103 on Plan 70387; and
- C) the section of Cundinup-Dudinyillup Road north of the Blackwood River through Location (Lot) 6.

The location of the road reserves is shown in Attachment 2. The area is approximately 12 kilometres north-north east of the Nannup townsite.

The locality historically has various land-locked lots along with roads not contained within road reserves (including roads entering freehold land, State Forest and other reserves). Many of the land-locked lots were sold off by the former Department of Conservation and Land Management (CALM) without gazetted road access against the opposition of the Council.

Related to the above, the Council has considered matters associated with Reveley Bridge (also known as Bridge 4944) and Agg Road North (road closure and road

dedication) on various occasions including most recently at its meeting on 22 November 2012. The Agg Road closure and dedication process is currently on hold given the previous Council funding for surveying costs was allocated to other projects.

The Dudinyillup Bridge (also known as Brockman's Bridge, Cundinup-Dudinyillup Road Bridge or Bridge 3965) used to cross the Blackwood River as part of the Cundinup-Dudinyillup Road. The bridge was closed in 2001 following inspection and assessment by Main Roads Western Australia (MRWA). In 2001 and 2002, the Council advised MRWA that both bridges 3965 and 4944 were vital links across the Blackwood River and should be programmed for repair or replacement. MRWA however determined that only one bridge should be replaced. In August 2005, the Council agreed with the decision to demolish Bridge 3965 and demolition has since occurred.

COMMENT:

No objection is raised to the closed road reserve (section "B" in Attachment 1) being amalgamated into adjoining Lot 103 on Plan 70387. This section of road reserve is superfluous and the land is largely cleared.

In terms of the Cundinup-Dudinyillup Road (sections "A" and "C" in Attachment 1), it is suggested that the Council not initiate permanent road closure action at this stage. The reasons for this include:

- there are various instances of the road/track not being located within the Cundinup-Dudinyillup Road as outlined in Attachment 3. It is suggested that any request to close portions of the Cundinup-Dudinyillup Road be undertaken as a package. Ideally, practical and legal vehicular access should be contained on the same alignment within a road reserve between Balingup-Nannup Road and Cundinup South Road;
- even with the support of the Brockman family, there is no funding in the short term to meet surveyor costs to address practical and legal vehicular access on the same alignment;
- the road reserve provides legal public access between the Balingup-Nannup Road and the Blackwood River on a key tourist route; and
- circumstances change and there could be future State Government funding in the longer term to build a new Dudinyillup bridge.

The current situation of the Cundinup-Dudinyillup Road in various locations deviating outside of the road reserve into freehold land means that the landowner could prevent the public from traversing between the Balingup-Nannup Road (Revely Bridge) and Cundinup South Road. Alternatively, public access through freehold land raises liability considerations.

The Council is encouraged to consider the role, significance and standard of the Cundinup-Dudinyillup Road including in relation to providing a north-south access

in the district, a crossing of the Blackwood River, an alternative route for agricultural produce, a possible tourist route (including providing a circuit close to Nannup) and assisting in emergency/fire management.

Subject to the Council's decision, the Shire administration will next advise the applicant and the Department of Lands of the Council's decision.

The Shire administration will also undertake research as to the extent of roads which are located outside of road reserves in the district. Following this, the Shire administration will then discuss with Councillors and the Department of Lands as to the extent, risks of doing nothing, options to progressively address historical issues, indicative costs and possible opportunities to reduce/share costs (should roads extend into Crown managed reserves etc.). It is expected that the Council in time will prioritise which roads it will seek to address in the short to medium term (subject to securing/allocating funding) and which roads will be considered in the longer term, or as part of associated land administration proposals or subdivision/boundary adjustment applications.

STATUTORY ENVIRONMENT:

Land Administration Act and *Land Administration Regulations*. A Council resolution is required to initiate the road closure process.

POLICY AND CONSULTATION IMPLICATIONS: None

FINANCIAL IMPLICATIONS:

The applicant has paid the application fee in accordance with the Council's fees and charges.

STRATEGIC IMPLICATIONS:

Cundinup-Dudinyillup Road provides an opportunity to create an important north-south linkage in the district. Subject to Council considering the role, significance and standard of the Cundinup-Dudinyillup Road, it is suggested there is a need to ensure that legal and practical vehicular access of the road, between Balingup-Nannup Road and Cundinup South Road, is on the same alignment. While noting cost implications, including surveying, it is suggested there will in time be a need to address an historic issue.

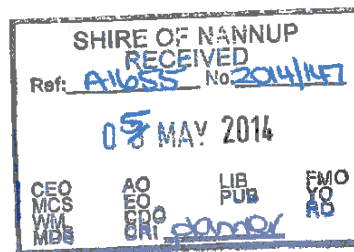
RECOMMENDATION:

That Council:

1. Advise the applicant and the Department of Lands that it has no objection to the sale of the unnamed closed road reserve marked as "B" in Attachment 3. This is subject to the closed road reserve being amalgamated into adjoining Lot 103 on Plan 70387.
2. Decline the request to initiate permanent road reserve closure action, under section 58 of the *Land Administration Act 1997*, to close a portion of the Cundinup-Dudinyillup Road marked as "A" and "C" as set out in Attachment 3. The Council instead wishes to keep options open in securing legal and practical vehicular access between Balingup-Nannup Road and Cundinup South Road.
3. Note the Shire administration will research as to where roads are located outside of road reserves in the district.

The C.E.O.
Shire of Nannup,
Adam Street,
Nannup 6275.

E-MAILED
to ST 5/5/14



Dear Sir,

This letter is to apply for a road closure in the Nannup Shire.

The roads are as follows.

1. That section of the Cundinup Dudinyillup Road from the junction with the Balingup Road to the river where the bridge was until it's demolition some years ago.
2. The section of closed road running through lot 103 which is also splitting the lot .

We are willing to purchase these two sections of land and amalgamate them into our lot 103, so the lot is not divided into three sections by the unused roads.

3. The section of Cundinup Dudinyillup Road that runs through Nelson location 6 to the river.

We consider closing this section of road at the lot 6 boundary gives access to the lot, and would stop the lot being split in two.

We enclose two plans of the area for your reference.

We hope this meets with Shire planning approval and can be dealt with as soon as possible.

Yours faithfully,

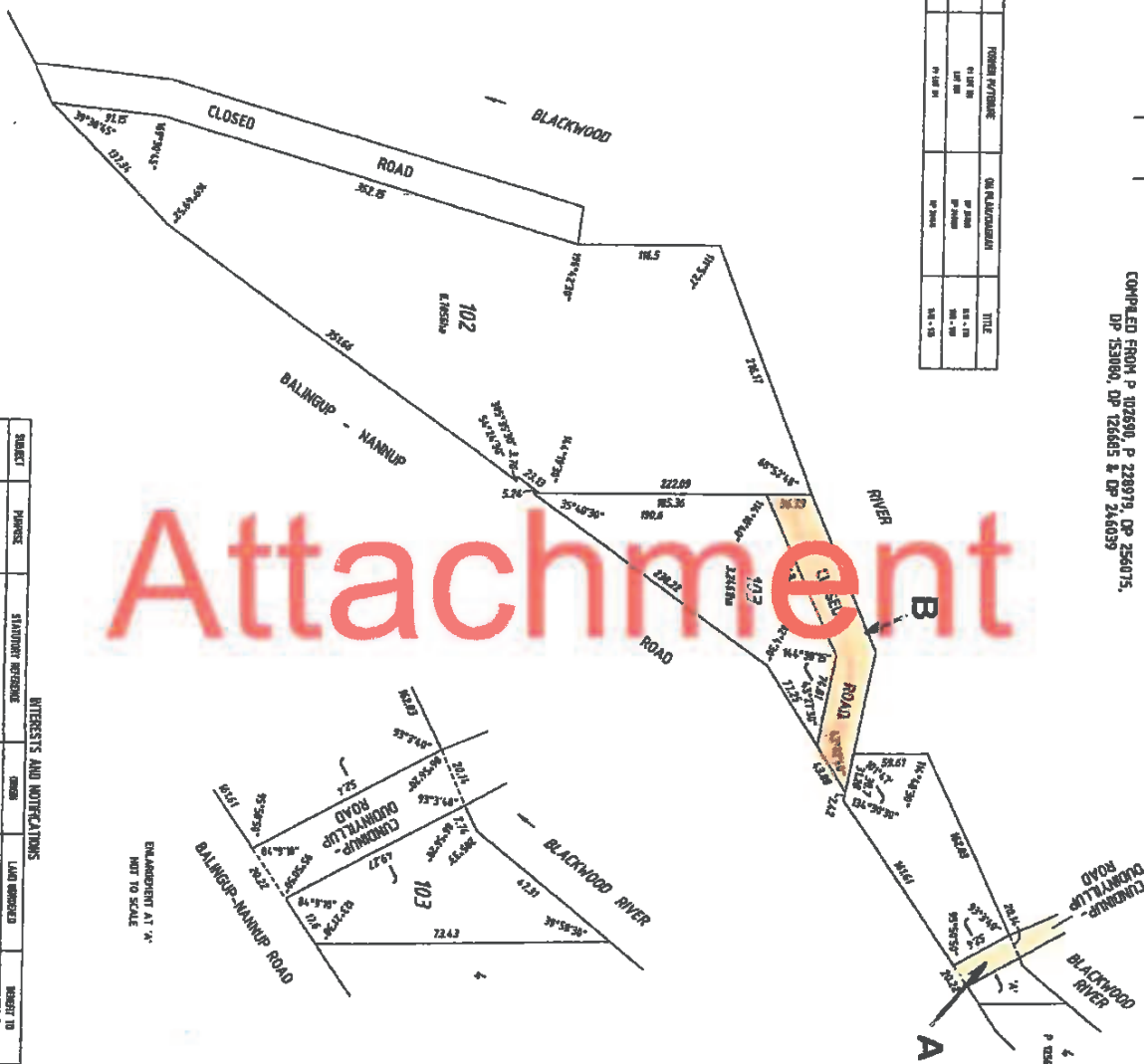
John Brockman.

Graeme Brockman.

Attachment

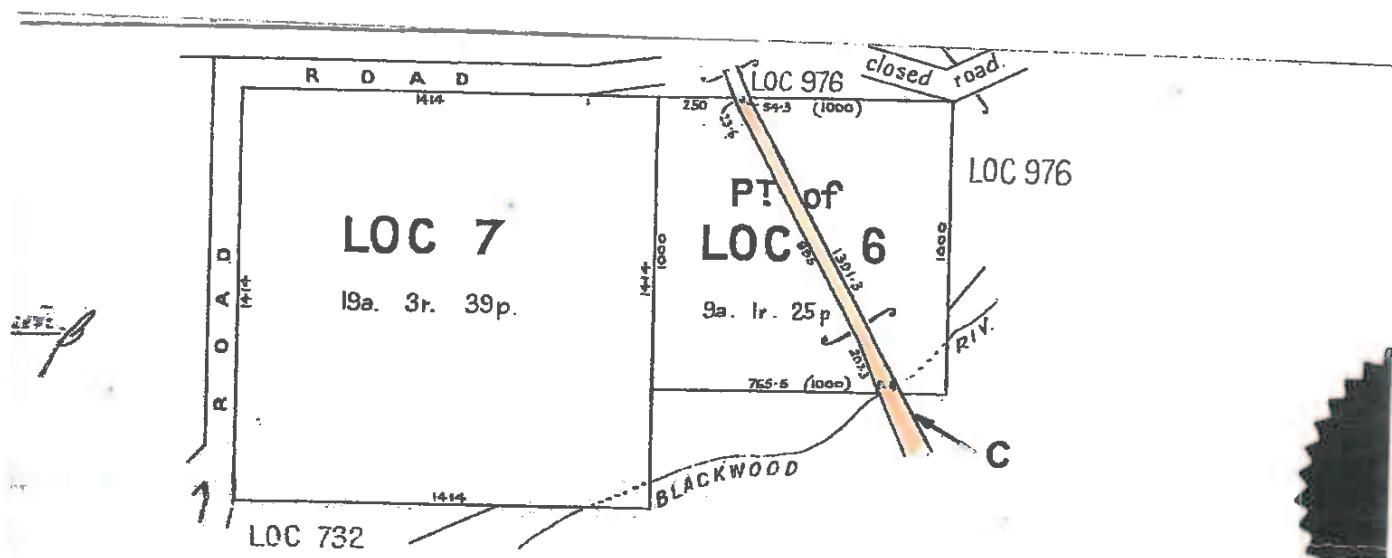
COMPILED FROM P 102690, P 228979, DP 256075,
DP 153080, DP 126685 & DP 246039

LIT	PROVINCE / PROVINCE	QUANTIFICATION	TITLE
INT	01 JAN 70 LST 100	PP 2000 PP 20000	8.5 x 13 961 x 991
813	07-100 01	PP 20004	9.6 x 15.5



INTERESTS AND NOTIFICATIONS						
SUBJECT	PURPOSE	STANDARD AGREEMENT	FINES	LAST MODIFIED	NOTIFY TO	OWNERS

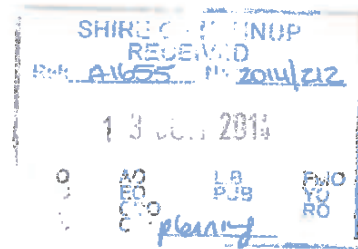
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Attachment

J&G Brockman
P.O.Box319
Nannup.

E-MAILED
10:51 13/6/14



9 June 2014.

The C.E.O.
Shire of Nannup,
P.O.Box 11.
Nannup.

Dear Robert,

Thankyou for your letter of 4 June 14 ref A1655.

The section of Cundinup-Dudinyillup Road from the Balingup Road to what was the Dudinalup bridge site was requested because it is of no further use unless a new bridge is built. This is not something that will ever happen considering Main Roads policy was to close and dismantle this bridge. Therefor this section of road is useless and it is splitting lot 103 so we applied to have it closed and amalgamated into lot 103.

The section north of of the bridge site is only needed to go to location 6 boundary. It is of no use without a bridge, but if Council wishes to retain it we have no objection. It will remain a section of dead end road. We did not apply to amalgamate this section of road to location 6.

The Cundinup-Dudinyillup Road was inspected by Main Roads engineers at the time of the Dudinalup bridge closure with a view to providing access to our locations. It was rejected because the survey alignment is so steep that a road could not be built to the standard that is required for a public road. The point about an important link between Balingup and Cundinup Roads is valid but it is a road that is not suitable for use unless hundreds of thousands of dollars were to be spent. Even then it would only be suitable for light vehicles. The road is in very poor condition. We spend thousands of dollars per year maintaining as much as we can with our limited equipment to keep it open for our own use. This road is servicing six rate paying properties and although in poor and substandard condition the few of us that use it understand the limitations of the road and use it accordingly. We have never applied to have any of it closed, only the two small sections mentioned above. As a link between Balingup and Cundinup roads for general use it is useless. It could be used in a time of crisis such as a fire, but two vehicles cannot pass when travelling in opposite directions.

The suggestion to realign some small sections of the road to match the existing road is unacceptable to us. However we would be very agreeable to Council building these sections on the existing survey.

Your attached plans mention Reveley bridge and Agg Road North. Please note correct spelling of Reveley. The road from Reveley bridge to Cundinup- Dudinyillup road has never been officially named. Reveley bridge is named because of the road going over the bridge and into a part of our farm called Reveley. Reveley was the middle name of one of the Brockmans elected to the first Road Board known as Lower Blackwood, subsequently to become Nannup Road Board. Agg Road has never been used as the name for this road and it is very confusing to have two Agg Roads. Could Council please apply to have this road named Reveley Road from Reveley bridge to Cundinup-Dudinyillup road? It would be more suitable, and leave Agg Road going the other way.

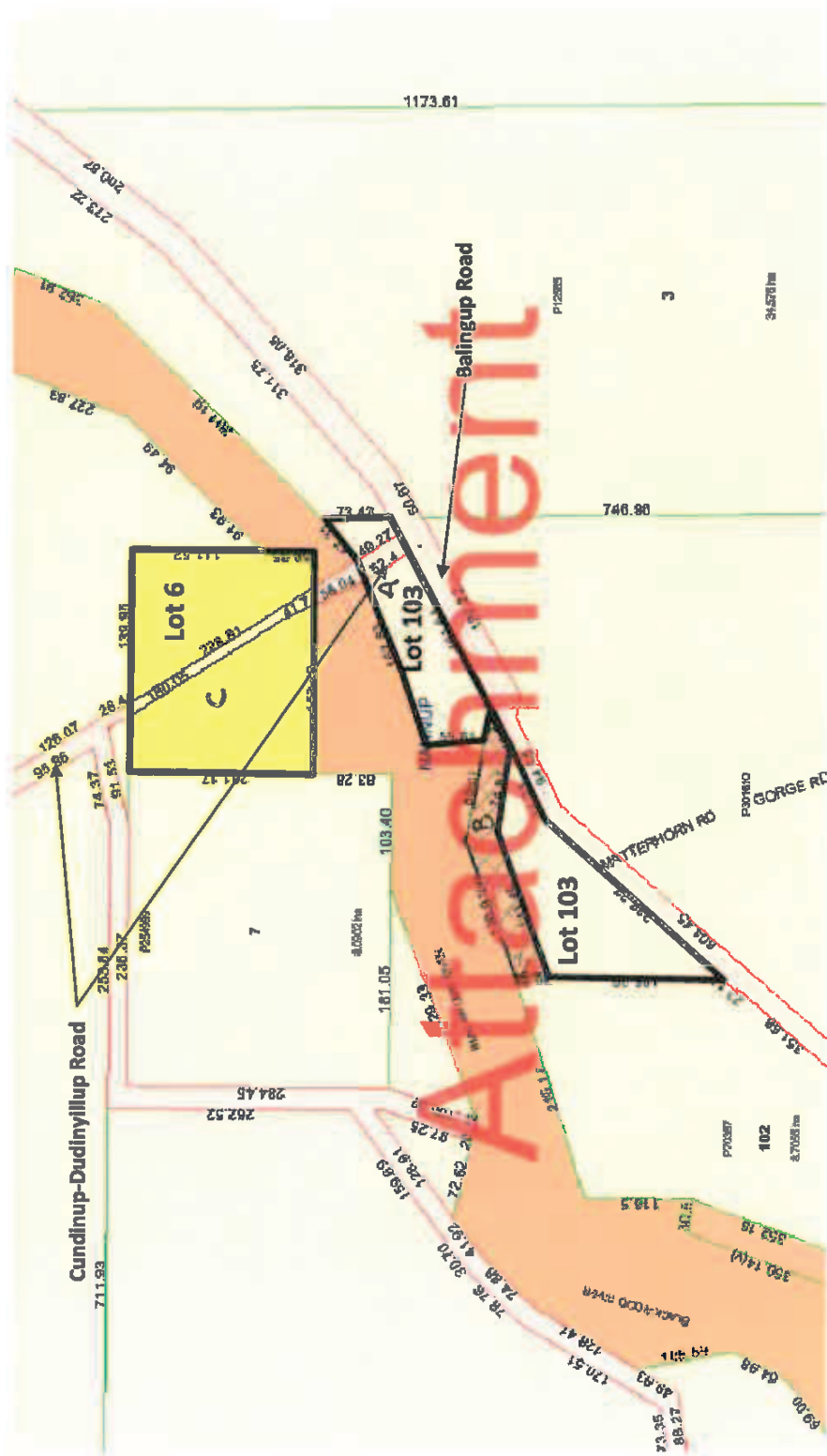
We hope these suggestions meet with Council approval.

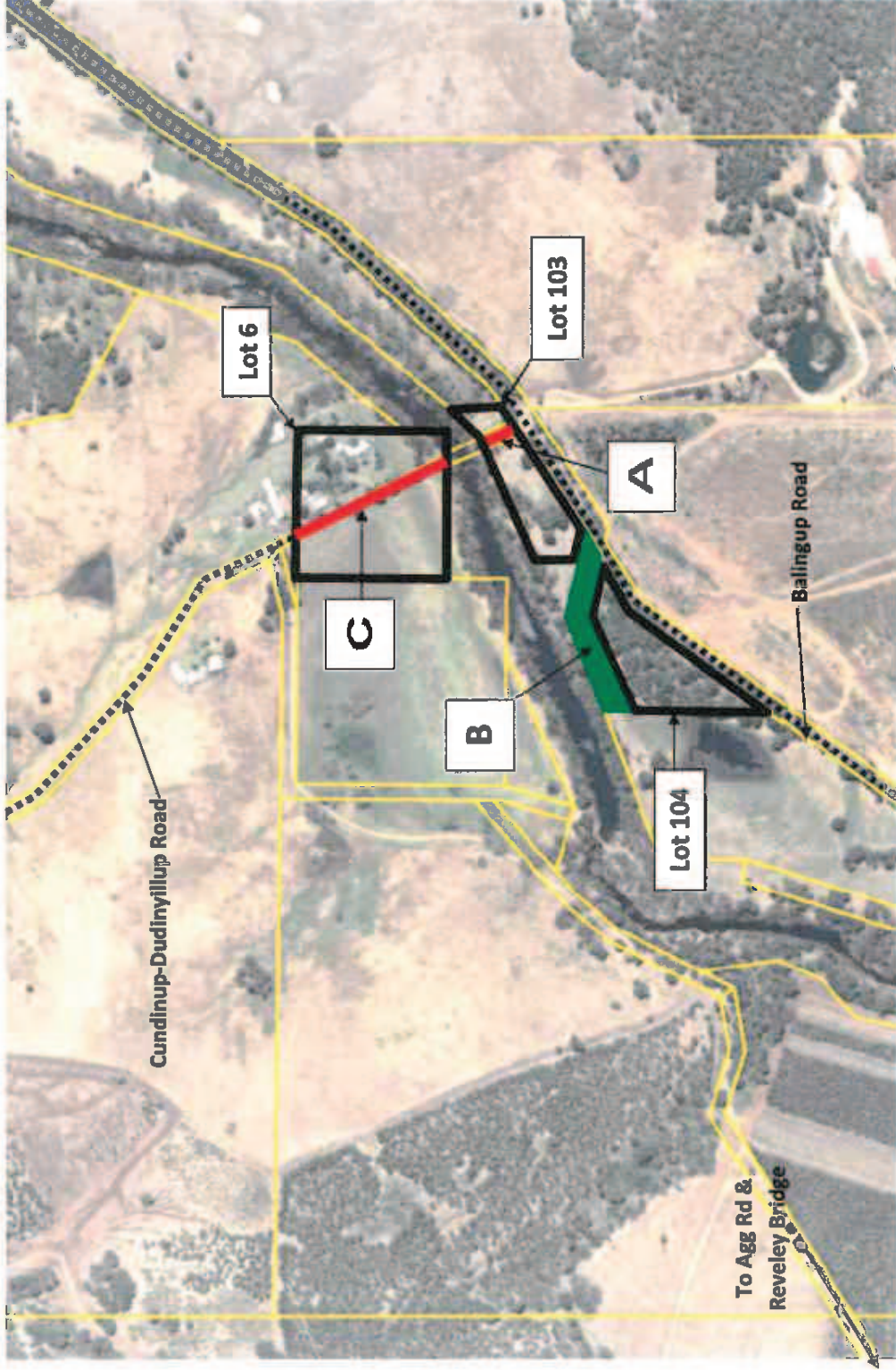
Yours faithfully ,

A handwritten signature in black ink, appearing to read 'John and Graeme Brockman', written in a cursive style.

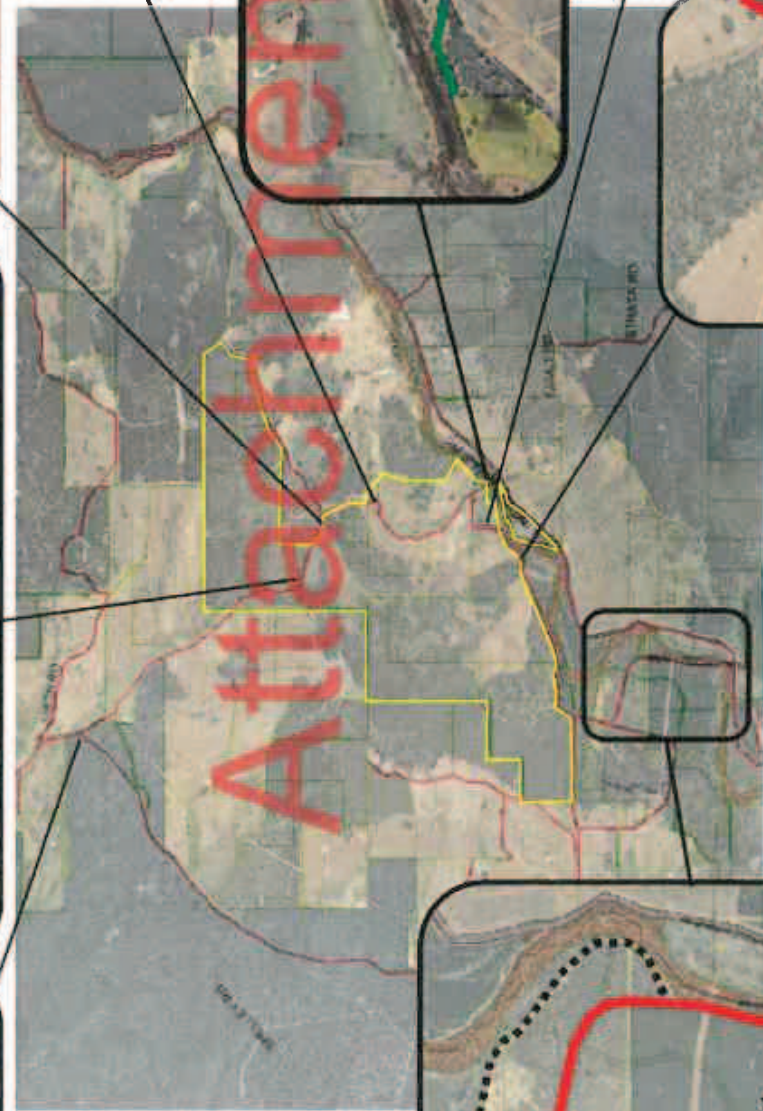
For John and Graeme Brockman.

Attachment





Yellow line indicates the area owned by the Brockman family.
Green lines indicate portions of road to be closed.
Red lines indicate road reserves.
Dashed lines indicate actual existing roads which deviate from the road reserve.



**CUNDINUP-DUDINYILLUP ROAD
CLOSURE & RESERVE DEVIATIONS**



FINANCE & ADMINISTRATION

AGENDA NUMBER:	12.4
SUBJECT:	Royalties for Regions Update
LOCATION/ADDRESS:	Nannup Shire
NAME OF APPLICANT:	N/A
FILE REFERENCE:	FNC16
AUTHOR:	Vic Smith – Manager Corporate Services
REPORTING OFFICER:	Vic Smith – Manager Corporate Services
DISCLOSURE OF INTEREST:	None
DATE OF REPORT	9 July 2014

BACKGROUND:

The Council receives substantial funding through Royalties for Regions grants. This report seeks to update Council on the current status of these grants and to seek endorsement to the deployment of allocations.

COMMENT:

The following paragraphs set out the status of Royalties for Regions grants from 2010/11 to 2013/14.

2010/11

The individual allocation for 2010/11 has been fully acquitted.

The regional allocation for 2010/11 was devoted entirely to the Recreation Centre project. The acquittal documentation for the project has been submitted but will not be finalised until the project has been completed. The submission of the acquittal documentation has allowed the funds due to the Shires of Bridgetown Greenbushes and Manjimup for 2012/13 to be paid out.

2011/12

The individual allocation for 2011/12 covered three projects. Actual income and grant expenditure to 30 June 2014 was as follows:

Element	Budget	Actual
<u>Income</u>	\$	\$
Grant	335,468	335,468

Shire of Nannup
Ordinary Council Meeting Agenda: 24 July 2014

Expenditure

Brockman Street caravan park	100,000	29,184
Recreation Centre	235,468	14,250
Total Expenditure	335,468	24,141
Balance	0	282,193

The regional allocation for 2011/12 covered three projects. Actual income and grant expenditure to 30 June 2014 was as follows:

Element	Budget \$	Actual \$
<u>Income</u>		
Grant	250,188	250,188
<u>Expenditure</u>		
Heart of Nannup - design	33,528	33,528
Heart of Nannup – service relocations	95,000	0
Heart of Nannup - footpaths & kerbs	106,500	0
Heart of Nannup – traffic management	7,160	0
Heart of Nannup – project management	8,000	0
Total Expenditure	250,188	33,528
Balance	0	216,660

2012/13

The regional allocation is devoted entirely to the Heart of Nannup project. The project has been approved by the Department for Regional Development and the Financial Assistance Agreement is awaited. The position is summarised below.

Element	Budget \$	Actual \$
Heart of Nannup	386,188	0
Total	386,188	0

The individual allocation for 2012/13 has now been reinstated in the State Budget for 2014/15. The original allocation of \$335,468 was split between the upgrade of the Brockman Street Caravan Park and the Main Street upgrade. Following the withdrawal of the funding Council reallocated the Main Street Reserve to provide sufficient funding to complete the works to the caravan park. This is set out in Resolution 9032.

9032 GILBERT/MELLEMA

That in the event that the CLGF individual funding for 2012/13 is not reinstated, up to \$100,000 be used from the Main Street Reserve to complete the upgrade to the Brockman Street Caravan Park.

CARRIED 7/0

The simplest course of action is to allocate the whole of the 2012/13 funding to the Main Street upgrade, removing the need to change the policy on the use of reserves. If this is supported the position would be as set out below.

Element	Budget	Actual
	\$	\$
Heart of Nannup	335,468	0
Total	335,468	0

A new Financial Assistance Agreement would be required but can be essentially the same as the draft agreement already developed for the Regional CLGF allocation.

The table below sets out the estimated funding available for the Main Street upgrade as at 1 July 2014, assuming that the recommendation is supported.

Item	Budgeted	Received	Spent	Balance
	\$	\$	\$	\$
R4R Individual 2011/12	15,084	15,084	15,084	0
R4R Regional 2011/12	250,188	250,188	33,528	216,660
SWDC	15,960	15,960	15,960	0
Reserve	142,188	142,188	61,940	80,248
R4R Individual 2012/13	335,468	0	0	335,468
R4R Regional 2012/13	386,188	0	0	386,188
SWDC	4,320	4,320	4,320	0
Main Roads	200,000	0	0	200,000
Other Grants TBC	150,000	0	0	150,000
Rec Centre sponsorship ¹	176,981	0	0	176,981
Total	1,676,377	427,740	130,832	1,545,545

1. Targeted funding from sponsorship for the Recreation Centre that needs to be returned to the Main Street Upgrade Reserve in accordance with Resolution 9062.

STATUTORY ENVIRONMENT: Local Government Act 1995.

POLICY AND CONSULTATION IMPLICATIONS: None

FINANCIAL IMPLICATIONS:

An additional \$335,468 to the Main Street Upgrade project.

STRATEGIC IMPLICATIONS: None.

VOTING REQUIREMENTS: Simple Majority

RECOMMENDATION:

That the Individual CLGF funding for 2012/13, comprising \$335,468, be allocated to the Main Street Upgrade project.

AGENDA NUMBER:	12.5
SUBJECT:	Tender of Caravan Park Lease
LOCATION/ADDRESS:	4 Brockman Street and Reserve 24762 Nannup/ Balingup Rd
NAME OF APPLICANT:	N/A
FILE REFERENCE:	RES 20333 & 24762
AUTHOR:	Robert Jennings – Chief Executive Officer
REPORTING OFFICER:	Vic Smith – Manager Corporate Services
DISCLOSURE OF INTEREST:	Nil
DATE OF REPORT	10 July 2014

Attachment 1: Tender for Nannup Caravan Park

BACKGROUND:

The land for Reserves 20333 and 24762 has been vested in Council by the Crown and has been utilised for caravan park uses for some years. The sites are known locally as the Brockman Street Caravan Park and the Riverbend Caravan Park respectively. The Nannup Caravan Park business is currently managed by the Shire of Nannup.

During the budget workshops and the subsequent adoption of the 2014/15 Budget, the lease by tender of the Nannup Caravan Park to a private enterprise starting around 1 January 2015 was identified. The adopted budget assumes that the park will be leased to a third party from 1 January 2015.

A presentation was made to Council before the June 2014 Council meeting with the draft package for comment. Comments made during that workshop have been incorporated into the documentation.

COMMENT:

The attached documentation forms the proposed tender package for the Nannup Caravan Park. The key aims of of this proposal are to:

- Lease to an experienced operator with the passion and shared vision to develop the park successfully
- Provide a quality service to the community and visitors
- Provide an income stream for Council
- Remove risk and volatility currently associated with current Nannup Caravan Park income stream and expenditure.

The tender documentation has been constructed with some flexibility so as to encourage diverse submissions that may best suit Council's needs. Key elements of the package include:

- Five key documents:
 - Tender
 - Lease
 - Business Description
 - Financials
 - Asset list
- A proposed development plan will be required
- A lease based on the Shire of Nannup standard lease, with a minimum period of 10 years and a possible extension
- Rental income to be determined by tender

Whilst the tender price is of prime importance, other areas of proficiency must be achieved. The Selection Criteria areas and weightings for the package are as follows:

- | | |
|---------------------------------|-----|
| • Tender Price | 45% |
| • Business Plan | 20% |
| • Technical & Physical Capacity | 20% |
| • Financial Capacity | 10% |
| • Local Weighting | 5% |

It is anticipated that there will be considerable evaluation required. The key dates to be met to achieve the 1 January 2015 deadline are listed below:

- | | |
|---------------------|------------------------------|
| • Tender endorsed | July 2014 Council Meeting |
| • Tender open | end July 2014 |
| • Tender close | end August 2014 |
| • Evaluation | |
| • Tender acceptance | October 2014 Council Meeting |
| • Lessee start date | December 2014/January 2015 |

It is worth noting that the current Caravan Park Manager is free to submit a tender and that considerable effort has been put into place to ensure a transparent and equitable process.

The tender package is presented to Council for endorsement and to go out to tender, with the evaluated document to be presented to Council at the October 2014 meeting of Council for acceptance.

STATUTORY ENVIRONMENT:

Local Government Act 1995 Section 3.57 and Local Government Regulations 1996 Part 4, Division 2.

POLICY AND CONSULTATION IMPLICATIONS: None at this stage.

FINANCIAL IMPLICATIONS:

State-wide notice of the invitation to tender is required and will attract a cost.

STRATEGIC IMPLICATIONS:

Shire of Nannup Forward Plan 2011/12 – 2015/16:

Program 11.2.A. That Council undertake the upgrade to the Recreation (and Community) Centre per adopted plans and funding available.

VOTING REQUIREMENTS: Simple majority

RECOMMENDATION:

Council endorse the attached tender package and invite tender submissions for consideration at the October 2014 Meeting of Council.



REQUEST FOR TENDER

Request for Tender (RFT)	MANAGEMENT, DEVELOPMENT AND LEASE OF THE NANNUP CARAVAN PARK
Deadline:	4.00pm, 29 August 2014
Address for Delivery:	THE TENDER BOX: Shire of Nannup Shire Offices Adam St NANNUP WA 6275 OR POST TO: PO Box 11 NANNUP WA 6275
RFT Number:	03/14

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PART 4: General Conditions of Contract	23
PART 5: Special Conditions of Contract	35
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ATTACHMENTS

A1	Business Description
A2	Caravan Park Financials
A3	Detailed Assets List
A4	Current Facility Maps

1. PRINCIPAL'S REQUEST

1.1 GENERAL INFORMATION AND CONTRACT REQUIREMENTS IN BRIEF

This Tender is for the complete management of the Nannup Caravan Park at 4 Brockman Street, Nannup and the overflow area at Riverbend Campground at Reserve 24762 Nannup/Balingup Rd. The successful tenderer is to provide all suitable machinery, equipment, staff and stock necessary to manage and operate the site.

The contractor will be responsible for:

1. Management of Nannup Caravan Park as a going concern
2. Effective management of camp sites to best capacity
3. Event management and liaise with affected parties for events
4. Maintenance of the dump point
5. Effective implementation of tendered business/development plan
6. Maintaining security at the Site
7. Maintaining infrastructure at the Site
8. Maintaining the Site in a suitably clean state free of litter
9. Maintaining the site to comply with the Caravan and Camping Act 1995 and the Caravan and Camping Regulations 1997 to the requirements of the Shire of Nannup
10. Maintaining fire control management of the Site
11. Maintaining relevant records and providing regular reports to the Shire of Nannup
12. Cooperating with Council when required

1.2 TENDER DOCUMENTS

This Request for Tender is comprised of the following parts:

- (a) Part 1 – Principal's Request (read and keep this part);
- (b) Part 2 – Specification and/or plans/drawings (read and keep this part);
- (c) Part 3 – Tenderer's Offer (complete and return this part);
- (d) Part 4 – General Conditions of Contract (read and keep this part); and
- (e) Part 5 – Special Conditions of Contract (read and keep this part).

1.3 DEFINITIONS

Below is a summary of some of the important defined terms used in this Request:

Attachments:	The documents you attach as part of your Tender;
Contractor:	Means the person or persons, corporation or corporations whose Tender is accepted by the Principal, and includes the executors or administrators, successors and assigns of such person or persons, corporation or corporations;
Deadline:	The deadline for lodgement of your Tender;
Facility:	The Nannup Caravan Park and Riverbend Camp Ground
General Conditions of Contract:	Means the General Conditions of Contract as set out in Part 4 of this request;
Offer:	Your offer to be selected to supply the Requirements;
Principal:	Shire of Nannup;
Request:	This document;
Requirements:	The services requested by the Principal;
Selection Criteria:	The criteria used by the Principal in evaluating your Tender;
Special Conditions:	The additional contractual terms;
Specification:	The statement of Requirements that the Principal requests you to provide if selected;
Tender:	Completed Offer form, response to the Selection Criteria and Attachments;
Tenderer:	Someone who has or intends to submit an Offer to the Principal.

1.4 HOW TO PREPARE YOUR TENDER

- (a) Carefully read all parts of this document.
- (b) Ensure you understand the Requirements.
- (c) Complete and return the Offer (Part 3) in all respects and include all Attachments.
- (d) Make sure you have signed the Offer Form and responded to all of the Selection Criteria.
- (e) Lodge your Tender in the required method before the Deadline.

1.5 CONTACT PERSONS

Tenderers should not rely on any information provided by any person(s) other than those listed below:

Name	Vic Smith, Manager Corporate Services
Telephone	(08) 9756 1018
Facsimile	(08) 9756 1275
Email	vic.smith@nannup.wa.gov.au

1.6 TENDER SITE INSPECTION

An inspection is not mandatory. However a site inspection of the Caravan Parks can be arranged by contacting Vic Smith, Manager Corporate Services.

1.7 EVALUATION PROCESS

This is a Request for Tender (RFT). The Supply of a Tender does not commit the Principal to accept the highest, or any, tender.

Your Tender will be evaluated using information provided in your Tender.

The following evaluation methodology will be used in respect of this Request:

- (a) Tenders are checked for completeness and compliance. Tenders that do not contain all information requested (e.g. completed Offer Form and Attachments) will be excluded from evaluation.
- (b) Tenders are assessed against the Selection Criteria. Contract costs are evaluated, e.g. tendered prices and other relevant whole of life costs are considered.
- (c) If there are more than six Tenderers the most suitable Tenderers will be short listed and evaluated in detail.
- (d) Tenderers may also be required to clarify their Tender, make a presentation, demonstrate the product/solution offered and/or open premises for inspection if required. Referees may also be contacted prior to the selection of the successful Tenderer.
- (e) A contract may then be awarded to the Tenderer whose Tender is considered the most advantageous Tender to the Principal.

1.8 SELECTION CRITERIA

The Contract may be awarded to the Tenderer who best demonstrates the ability to provide the services to a satisfactory quality and a competitive price. The tendered prices will be assessed together with qualitative and compliance criteria to determine the most advantageous outcome to the Principal.

The Principal has adopted a best value for money approach to this Request. This means that although price is considered, the Tender containing the highest price will not necessarily be accepted, or no Tender will necessarily be accepted, nor will the Tender ranked the highest on the qualitative criteria necessarily be accepted.

Compliance Criteria

These criteria are detailed within Part 3 of this document and will not be point scored. Each Tender will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of "No" against any criterion may eliminate the Tender from consideration.

Qualitative Criteria

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the qualitative criteria as detailed within Part 3 of this document.

NOTE: It is essential that Tenderers address each qualitative criterion. Information that you provide addressing each qualitative criterion will be point scored by the Evaluation Panel.

Failure to provide the specified information may result in elimination from the tender evaluation process or a low score.

Price Criteria

The weighted price method is used where price is considered to be crucial to the outcome of the contract. The price is then assessed with quality.

Criteria		Weighting
a)	Tendered price	45%
b)	Business plan	20%
c)	Technical and physical capacity	20%
d)	Financial capacity	10%
e)	Local weighting (geographic)	5%

The tendered price will be considered along with related factors affecting the total cost to the Principal; e.g. the lifetime operating costs of goods or the Principal's contract management costs may also be considered in assessing the best value for money outcome.

1.9 PRICE BASIS

The tendered lease fees as per submissions are binding over the term of the lease upon acceptance. Tenderers using a percentage of turnover should create a projected or budgeted fee based on 2013/14 turnover. Tenderers proposing a set fee should state the initial year's proposed fee and show proposed yearly increases.

Both methods then need to project that fee in yearly increments over ten years and a final accumulated amount for the term of lease as per the table attached.

1.10 THE PRINCIPAL'S POLICIES THAT MAY AFFECT SELECTION

The Shire of Nannup's Purchasing Policy allows local businesses to be given first preference on the supply of goods/services to Council subject to:

- a) Being able to satisfy Council that they are able to provide the goods/services in accordance with the standards as set by the Australian Standards Association or to such other standard as determined by Council; and
- b) Ability of the business to complete the contract within the time specified.

Only those goods and services identified in the tender, as being from a source located within the stipulated area will have the price preference applied when assessing the tender.

A weighting of 5% will be allocated to Tenderers who locally source staff and supplies within the Shire of Nannup boundary.

1.11 LODGEMENT OF TENDERS AND DELIVERY METHOD

The Tender must be lodged by the Deadline. The Deadline for this Request is 29 August 2014 Tenders by Email or facsimile will not be accepted.

The Tender is to be:

- (a) placed in a sealed envelope clearly endorsed with the tender number and title as shown on the front cover of this Request; and
- (b) delivered by hand and placed in the Tender Box at the Shire of Nannup, Adam Street, Nannup WA 6275, (by the Tenderer or the Tenderer's private agent) or sent through the mail to the Chief Executive Officer, Shire of Nannup at PO Box 11, Nannup, WA. 6275.

Tenderers must ensure that they have provided two (2) signed copies of their Tender (one to be marked "ORIGINAL", the other to be marked "COPY"). Any brochures or pamphlets must be attached to both the original and the copies.

The original tender must be unbound and clipped (not stapled). Copies must be bound. All pages must be numbered consecutively and the Tender must include an index.

Rejection of Tenders

A Tender will be rejected without consideration of its merits in the event that:

- (a) it is not submitted before the Deadline; or
- (b) it is not submitted at the place specified in the Request; or
- (c) it fails to comply with any other requirements of the Request.

Late Tenders

Tenders received:

- (a) after the Deadline; or
- (b) in a place other than that stipulated in this Request;

will not be accepted for evaluation.

Acceptance of Tenders

- (a) Unless otherwise stated in this Request, Tenders must be for all of the requirements.
- (b) The Principal is not bound to accept the highest Tender and may reject any or all Tenders submitted.
- (c) No tender may be deemed to be accepted until the Tenderer is so advised in writing.
- (d) In the event of acceptance of any tender, the undersigned Tenderer shall attend at a time mutually agreed but within ten (10 days) of the Local Government's acceptance of the tender, at the Local Government's office for the purpose of signing the formal Instrument of Contract to incorporate such tender as a binding contract.

Disclosure of Contract Information

Documents and other information relevant to the contract may be disclosed when required by law under the Freedom of Information Act 1992 or under a Court order.

All Tenderers will be given particulars of the successful Tenderer(s) or advising that no Tender was accepted.

Alternative Tenders

All Alternative Tenders MUST be accompanied by a conforming Tender.

Tenders submitted as Alternative Tenders or made subject to conditions other than the General and Special Conditions of Contract must in all cases arising be clearly marked "ALTERNATIVE TENDER".

The Principal may at its absolute discretion reject any Alternative Tender as invalid.

Any printed "General Conditions of Contract" shown on the reverse of a Tenderer's letter or quotation form will not be binding on the Principal in the event of a Contract being awarded unless the Tender is marked as an Alternative Tender.

Tender Validity Period

All Tenders will remain valid and open for acceptance for a minimum period of ninety (90) days from the Deadline unless extended by mutual agreement between the Principal and the Tenderer in writing.

Contract

The successful Tenderer will be required to execute a contract for the service within a period of 60 days from acceptance by the Principal. Such contract will be made on the basis of, and to incorporate the Conditions of Contract for the Provision of Services as set out in Parts 4 and 5.

Precedence of Documents

In the event of there being any conflict or inconsistency between the terms and conditions in this Request and those in the General Conditions of Contract, the terms and conditions appearing in this Request will have precedence.

Tenderers to Inform Themselves

Tenderers will be deemed to have:

- (a) examined the Request and any other information available in writing to Tenderers for the purpose of tendering;
- (b) examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquires;
- (c) satisfied themselves as to the correctness and sufficiency of their Tenders including tendered prices which will be deemed to cover the cost of

complying with all the Conditions of Tendering and of all matters and things necessary for the due and proper performance and completion of the work described therein;

- (d) acknowledged that the Principal may enter into negotiations with a chosen Tenderer and that negotiations are to be carried out in good faith; and
- (e) satisfied themselves they have a full set of the Request documents and all relevant attachments.

Alterations

The Tenderer must not alter or add to the Request documents unless required by these Conditions of Tendering.

The Principal will issue an addendum to all registered Tenderers where matters of significance make it necessary to amend or supplement the issued Request documents before the Deadline.

Risk Assessment

The Principal may have access to and give consideration to:

- (a) any risk assessment undertaken by any credit rating agency; and
- (b) any information produced by the Bank, financial institution, or accountant of a Tenderer;

so as to assess that Tender and may consider such materials as tools in the Tender assessment process.

Ownership of Tenders

All documents, materials, articles and information submitted by the Tenderer as part of or in support of a Tender will become upon submission, the absolute property of the Principal and will not be returned to the Tenderer at the conclusion of the Tender process PROVIDED that the Tenderer be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

Canvassing of Officials

If a Tenderer, whether personally or by an agent, canvasses any of the Principal's Commissioners or Councillors (as the case may be) or Officers with a view to influencing the acceptance of any Tender made by it or any other Tenderer, then regardless of such canvassing having any influence on the acceptance of such Tender, the Principal may at its absolute discretion omit the Tenderer from consideration.

Identity of the Tenderer

The identity of the Tenderer and the Contractor is fundamental to the Principal. The Tenderer will be the person, persons, corporation or corporations named as the Tenderer in Part 3 and whose execution appears on the Offer Form in Part 3 of this Request. Upon acceptance of the Tender, the Tenderer will become the Contractor.

Tender Opening

Tenders will be opened in the Principal's offices, following the advertised Deadline.

All Tenderers and members of the public may attend or be represented at the opening of Tenders.

If necessary the names of the persons who submitted a Tender by the due Deadline will be read out at the tender opening. No discussions will be entered into between Tenderers and the Principal's officers present or otherwise, concerning the Tenders submitted.

The Tender opening will be held on 1 September 2014 at 4pm at The Shire of Nannup, Adam Street, Nannup WA 6275.

In-House Tenders

The Principal does not intend to submit an in-house Tender.

Tenderers are advised that the Manager of the Caravan Park is free to submit a tender as a private individual.

2. SPECIFICATION

2.1 INTRODUCTION

This Tender is for the complete management of the Nannup Caravan Park and the overflow area at Riverbend Campground. The successful contractor is to provide all machinery, equipment, staff and stock necessary to manage and operate the site.

Unless otherwise expressly stated the Facility shall be operated generally in accordance with and so as to comply with all statutory requirements under any Act of Parliament in force now or in the future in Western Australia whether in respect of the works or employees of the Contractor in accordance with the terms of the Caravan and Camping Grounds Act 1995 and the Caravan Parks and Camping Grounds regulations 1997 of any Shire of Nannup Licence required in respect of the operations on the Facility. A copy of the Caravan and Camping Grounds Act 1995 and the Caravan Parks and Camping Grounds regulations 1997 is available online.

2.2 SCOPE OF WORKS

The Contractor shall be responsible for all operations, labour, plant, materials, supervision, staff training and all other tasks required for the following activities at the Facility, including:

1. Carry out all necessary management, caretaking and cleaning duties in accordance with Local Laws, Council Policy and the Caravan Parks and Camping Grounds Act 1995 and the relevant regulations;
2. Ensure resolution of all day to day and routine responsibilities/duties for the functioning of the Caravan Park;
3. Ensure cleanliness and good presentation of the laundry and ablution facilities and all other areas within the Caravan Park site generally and in accordance with Local Laws, Council Policy and the Caravan Parks and Camping Grounds Act 1995 and the relevant regulations;
4. Facility management, maintenance and housekeeping, including access roads, tracks, fences, buildings, walls, signage, gardens, turf areas, removal of litter from the property;
5. Provision and maintenance of all onsite facilities for staff and customers in compliance with health and safety regulations;
6. Vermin and pest control;
7. Fire prevention and control;

8. Conducting all administration and accounting functions relating to the operation of the business and the undertaking of these activities;
9. Record and keep accurate accounting records of the business;
10. Assisting the Shire with annual budgetary and statistical information as requested from time to time by the Shire;
11. Liaise with the Shire's designated representative;
12. Maintain the Site to comply with relevant licence conditions;
13. Maintaining security at the Site; and
14. Implementation of the agreed Development Plan

2.3 SPECIFIC REQUIREMENTS OF THE CONTRACT

Length of Contract

The Shire wishes to enter into a Contract for a period of not less than ten years based on the tendered proposal. An extension of the contract will be considered.

Contract Commencement

The Contract will commence as determined by the Shire of Nannup, but is expected to commence as of 1 January 2015, or as close to that date as is practicable.

2.4 CONTRACTOR'S OBLIGATIONS

The Contractor is responsible for:

- a) Managing the Facility in accordance with the Caravan Parks and Camping Grounds Act 1995. The Contractor or a suitable representative of the Contractor may be appointed as an "Authorised Officer" for the purpose of issuing directions and enforcing those Laws.
- b) Ensure the Facility is open to the public during all time periods stipulated as per the tendered proposal and that staff are in attendance during those times.
- c) An afterhours emergency number is to be in place at all times for a staff member that is on or close (within 30 minutes) to the facility
- d) Engage competent, and where necessary for any purpose, licensed staff at the Facility to direct users, record information, collect and receipt fees, operate machines and generally manage the Facility.
- e) Ensure that on-site attendants conduct themselves in a sober, civil and obliging manner and that they endeavour to assist users of the Facility. All staff should comply with the Shire's "Employee Safety Manual" a copy of which can be made available to tenderers. (Note: The Shire may require in

writing, that the Contractor remove from the Facility any employee or sub-contractor the Shire considers unfit to do the work or for any other reasonable cause).

- f) Conduct operations in a manner that will maximise tourism promotion and customer satisfaction.
- g) Work in conjunction with local events planners to maximise potential tourism.
- h) Take all practical steps to protect the Facility from safety and health issues by having a current Occupational Health and Safety Plan in place.
- i) Provide suitable licensed and maintained equipment and machinery according to the Contract document and section 2.14.
- j) Provide insurances as required by the Deed of Contract.
- k) Record and report all matters indicated in the Contract and as set out in section 2.16.

2.5 SHIRE'S OBLIGATIONS

The Shire is obliged to:

- a) Allow approved development of the Facility
- b) Review and approve any new development plan
- c) Maintenance and repair of infrastructure and equipment as stipulated by section 2.15
- d) Provide a current yearly 'tip pass'
- e) Cover the expense of Shire rates and the Emergency Services Levy.
- f) Maintain existing playground equipment

2.6 OPENING HOURS

Hours are to be set by the lessee in accordance with tendered proposal.

2.7 PLANT and EQUIPMENT

The Contractor shall at its own expense provide all necessary plant and equipment to enable the Contractor to duly and punctually observe and perform its obligations under this Contract.

The Contractor is to ensure that all licenses, fees, compliancy to WorkSafe regulations and certificates relevant to the plant and equipment are current and remain so for the duration of the term of the Contract.

All plant and machinery subject to licensing must be roadworthy in accordance with WorkSafe WA and Road Transport requirements, and carry a minimum of third party insurance.

2.8 MAINTENANCE & SECURITY

In general terms the following applies in respect to maintenance, repairs and replacement:

- The Contractor is responsible for housekeeping and cleanliness of the whole Facility.
- The Shire is responsible for major repairs to the infrastructure that it provides as set out in the Lease.
- The Contractor is responsible for the provision of consumables, regular servicing and minor repair.
- The Contractor is responsible for the maintenance, repair and replacement of any infrastructure, plant and equipment it provides.
- The Contractor is responsible for the repair or replacement of any infrastructure, plant and equipment provided by the Shire if the repairs were due to neglect of the contractor.
- The Contractor shall maintain the facilities provided by the Shire in a clean, tidy, safe and serviceable condition and if necessary, make repairs. The facilities comprise the site, with all infrastructure, plant and equipment stipulated in the Tender Specifications .

In terms of signage provided, the Shire will maintain the information signs on Warren Road, while the Contractor will be responsible for the maintenance of all other signs.

No alterations, changes or additions are to be made to the existing facilities without prior written approval from the Shire unless contained in the agreed Development Plan.

Security of the site shall be the Contractor's responsibility.

2.9 RECORDS & REPORTS

General Reports

The Contractor is responsible to ensure that the following is reported to the Shire of Nannup Quarterly:

- Turnover
- Occupancy
- Details of complaints
- Details of any incidents or hazard that occur on-site
- Progress on development/ Business plan

2.10 COMPLAINTS REGISTER

The Contractor must keep a Complaints Register.

The Contractor shall endeavour to resolve any complaints quickly and courteously.

2.11 ATTACHMENTS

- A1 Business Description
- A2 Financials
- A3 Detailed Assets List
- A4 Current Facility Maps

3. FORM OF TENDER

3.1 OFFER FORM

To the Chief Executive Officer, Shire of Nannup, Adam Street, Nannup WA 6275

I/We _____

(BLOCK LETTERS)

of _____

(ADDRESS)

ABN/GST Status _____ ACN (if any) _____

Telephone No: _____ Facsimile No: _____

E-mail (if any): _____

In response to Request For Tender 01/15 – MANAGEMENT OF THE BROCKMAN STREET CARAVAN PARK AND RIVERBEND RESERVE

I/We agree that I am/We are bound by, and will comply with this Request and its associated schedules, attachments, all in accordance with the Conditions of Tendering contained in this Request signed and completed.

The tendered price is valid up to ninety (90) calendar days from the date of the tender closing unless extended by mutual agreement between the Principal and the Tenderer in writing.

I/We agree that there will be no cost payable by the Principal towards the preparation or submission of this Tender irrespective of its outcome.

The tendered consideration is as provided under the schedule of rates of prices in the prescribed format and submitted with this Tender.

Dated this _____ day of _____ 2014

Signature of authorised signatory of Tenderer: _____

Name of authorised signatory (BLOCK LETTERS): _____

Position: _____

Address: _____

Witness Signature: _____

Name of witness: (BLOCK LETTERS): _____

Address: _____

3.2 TENDERER'S RESPONSE

The following checklist has been provided to assist you with your submission. Where it is necessary to provide additional information please ensure that all documents are clearly marked with the relevant attachment title to assist the evaluation panel with their assessment.

(NOTE: All pages within Part 3 are to be completed and returned to the Principal as they form part of your Tender submission).

Organisational Profile

Attach a copy of your organisation structure and provide background information on your company and label it "Organisation Structure".	"Organisation Structure"	Tick if attached <input type="checkbox"/>
If companies are involved, attach their current ASC company extracts search including latest annual return and label it "ASC Company Extracts".	"ASC Company Extracts"	Tick if attached <input type="checkbox"/>

Referees

Attach details of your referees, and label it "Referees". You should give examples of work provided for your referees where possible.	"Referees"	Tick if attached <input type="checkbox"/>
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Agents

Are you acting as an agent for another party?	Yes / No	
If Yes, attach details (including name and address) of your principal and label it "Agents".	"Agents"	Tick if attached <input type="checkbox"/>

Subcontractors

Do you intend to subcontract any of the Requirements?	Yes / No	
If Yes, in an attachment labelled "Subcontractors" provide details of the subcontractor(s) including: (a) the name, address and the number of people employed; and (b) the Requirements that will be subcontracted.	"Subcontractors"	Tick if attached <input type="checkbox"/>

Conflicts of Interest

Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or are any such conflicts of interest likely to arise during the Contract?	Yes / No
---	-----------------

If Yes, please supply in an attachment details of any actual or potential conflict of interest and the way in which any conflict will be dealt with and label it "Conflicts of Interest".	"Conflicts of Interest"	Tick if attached <input type="checkbox"/>
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Financial Position

Are you presently able to pay all your debts in full as and when they fall due?	Yes / No	
Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more?	Yes / No	
If you are awarded the Contract, will you be able to fulfil the Requirements from your own resources or from resources readily available to you and remain able to pay all of your debts in full as and when they fall due?	Yes / No	
Have the Directors of the company provided any Director Guarantees to banks or other financial institutions? If "Yes" please provide full details in a separate attachment.	Yes / No	
In order to demonstrate your financial ability to undertake this contract, in an attachment labelled "Financial Position" include a profit and loss statement and the latest financial return for you and each of the other proposed contracting entities, together with a list of financial referees from your bank and/or accountant.	"Financial Position"	Tick if attached <input type="checkbox"/>

Quality Assurance

Does your organisation have any quality assurance or quality assurance systems?	Yes / No	
If you propose to subcontract, does your subcontractor have a "third party" quality management system in place?	Yes / No / NA	
Are you currently, or in the previous two years, been involved in any disputes concerning non-compliance with contracts? If "Yes" please provide full details in a separate attachment.	Yes / No	
Supply evidence or details of your quality assurance position and where relevant of your supplier's or subcontractor's position, in an attachment labelled "Quality Assurance".	"Quality Assurance"	Tick if attached <input type="checkbox"/>

Insurance Coverage

The insurance requirements for this Request are stipulated in PART 5 - Special Conditions. Tenderers are to supply evidence of their insurance coverage in a format as outlined below or in an attachment labelled "Insurance Coverage" . A copy of the Certificate of Currency is to be provided to the Principal within 14 days of acceptance of the tender.				"Insurance Coverage"	Tick if attached <input type="checkbox"/>
Type	Insurer – Broker	Policy Number	Value (\$)	Expiry Date	
Public Liability					
Professional Indemnity Insurance					
Workers Compensation & Rehabilitation Insurance					
Other					
Other					

3.3 SELECTION CRITERIA

Compliance Criteria

Please select with a yes or no whether you have complied with the following compliance criteria:

Description of Compliance Criteria	
(a) Compliance with the Specification contained in the Request.	Yes / No
(b) Compliance with the Conditions of Tendering of this Request.	Yes / No
(c) Compliance with the Delivery Date.	Yes / No
(d) Compliance with and completion of the Price Schedule.	Yes / No

Qualitative Criteria

Before responding to the following qualitative criteria, Tenderers must note the following:

- All information relevant to your answers to each criterion are to be contained within your Tender;
- Tenderers are to assume that the Evaluation Panel has no previous knowledge of your organisation, its activities or experience;
- Tenderers are to provide full details for any claims, statements or examples used to address the qualitative criteria; and
- Tenderers are to address each issue outlined within a qualitative criterion.

PHYSICAL AND TECHNICAL CAPACITY

Weighting 20%

A) Relevant Experience Please describe your proposed operations and how you propose to meet the requirements of the subject contract.	Weighting – 10%	
	“Relevant Experience”	Tick if attached <input type="checkbox"/>

B) Key Personnel skills and experience Tenderers should provide as a minimum information of proposed personnel to be allocated to this project. Tenderers must, as a minimum, address the following information in an attachment and label it “Key Personnel” . (a) Number of personnel on site; (b) Qualifications and experience; (c) Roles; and (d) Any additional information.	Weighting – 5%	
	“Key Personnel”	Tick if attached <input type="checkbox"/>

C) Tenderer's Resources Tenderers should demonstrate their ability to supply and sustain the necessary plant and equipment. Tenderers must, as a minimum, address the following information in an attachment and label it " Tenderer's Resources ". (a) Plant, equipment and materials to be used on site; and (b) Any contingency measures or back up of resources including personnel (where applicable).	Weighting – 5%	
	"Tenderer's Resources"	Tick if attached <input type="checkbox"/>

3.1 DEVELOPMENT/ BUSINESS PLAN

Weighting 20%

Tenderers must complete a costed business plan for a minimum of ten years.

This should include any:

- Proposed development of the facility, including the issues highlighted in the Licensing section of the Business Description
- Marketing Strategies
- Proposed timeline for implementation of proposed developments and term of lease
- Investment appraisal
- Cash Flow Forecast

3.2 PRICE PROPOSAL

Weighting 45%

The sale of the park to a third party cannot be considered as the facility is located on Crown Land vested in the Shire. The Shire is therefore seeking to lease the business to a third party for a period to be agreed between the parties.

The shire of Nannup is open to offers on the lease fees and lease term of the Facility. However, to ensure that proposals can be evaluated on a consistent basis the tender will be evaluated to consider the benefit to the Shire over an initial ten year term.

Tenderers should prepare their offer using one of the following options. These are:

- (a) Fixed Price with regular reviews; or
- (b) Percentage of Gross Turnover per annum; or
- (c) A combination of (a) and (b) above.

Fixed Price Basis

Tenderers must specify the price to be paid in the first year and the proposed methodology and frequency of the review. Net Present Values of the proposal will be derived by applying a CPI increase of 2.5% per annum over the term. For example, if a review takes place after Year 3 an increase of 7.69% on the Annual Fee would be assumed.

Tenderers should complete the following table:

Year	Annual Fee \$	Review Applies? Y/N
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Percentage of Gross Turnover Basis

Tenderers must estimate the gross value of turnover at the park and state the percentage to be applied. This percentage may be varied over the term.

Tenderers should complete the following table:

Year	Estimated Turnover	Fee	
		%	\$
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Combination Basis

Tenderers who wish to structure a proposal using a combination of these approaches should complete both tables.

Alternative Proposals

Tenderers are free to propose alternative price bases; however, where an alternative basis is proposed that is not covered by (a) – (c) above then one of these methods **must** be included with the tender.

Purchase of Equipment: Stock

At commencement of the lease the Lessor must purchase the stock in the Brockman Street Caravan Park shop. The stock will be valued at cost.

Purchase of Equipment: Other Items

There are a number of items of equipment listed on the Asset Listing provided as part of the Business Description that are currently used at the Park for maintenance purposes. The Contract requires that the Lessee provide their own equipment for the maintenance of the Park. Should the Lessee wish to purchase any of this equipment then a proposal should be submitted setting out the proposed purchase price for each item or, alternatively, an overall price for all the items.

Any equipment not purchased by the Lessee will be removed by the Lessor.

3.3 FINANCIAL CAPACITY

Weighting 10%

An assessment of financial capacity will be based on the information provided for 'Financial Position' above.

3.4 LOCAL WEIGHTING (GEOGRAPHIC)

Weighting 5%

An assessment of local weighting will be based on the information provided for above and additional information relevant to suppliers and resources used locally.

4 GENERAL CONDITIONS OF CONTRACT

4.1 INTERPRETATION

Definitions

In this document unless the context otherwise requires.

- (a) **'Chief Executive Officer'** or **'CEO'** or his appointed representative is the Shire's representative for the purpose of this Contract.
- (b) **'Clause'** means a clause of these General Conditions.
- (c) The **'Code of Practice'** has the meaning specified in clause 5.5 hereof.
- (d) **'Contract'** means the document which constitutes or evidence or, as the case may be, all the documents which constitute or evidence the final and concluded agreement between the Shire of Nannup and the Contractor.
- (e) **'Contract Price'** means the sum which is stated in the contract to be payable to the Principal as set out in Section 3.5 and the Development Plan.
- (f) **'Contractor'** means the person or persons, corporation or corporations, who contract to supply the Service, the subject of the Contract.
- (b) The **"relevant licence"** means the terms and conditions of any licence required by government departments in relation to the works to be conducted under this Contract.
- (c) **'Nannup Caravan Park, 'Riverbend Camp Ground', 'The Site', 'The Parks' or 'The Facility'** means 4 Brockman Street Nannup and Lot 117 Balingup – Nannup Road, Nannup WA.
- (d) **'Officer'** means any officer or person authorised by the Shire of Nannup and notified to the Contractor as an authorised officer for the purpose of this Contract.
- (e) **'Services'** means the whole of the services, tasks, work and requisites to be supplied rendered provided or performed by the Contractor including all variations provided for by the Contract as more fully set out in the Contract.
- (f) **'Shire'** means the Shire of Nannup
- (g) **'Specifications'** means any Special Conditions, Technical Specifications and Schedules forming part of the Contract; and such Specifications shall be read with these General Conditions and (Parts 2 & 5) Special Conditions of Contract as an integral part of the Contract, but in the event of any

inconsistency between the Specifications and these General Conditions the former shall (unless the Contract otherwise provided) prevail.

Construction

In this document unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing any gender include the other gender;
- (c) references to persons include corporations, incorporated associations and bodies politic;
- (d) references to a person include the legal personal representatives, successors and assigns of that person;
- (e) a reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any other legislative authority having jurisdiction);
- (f) references to this or any other document include the document as varied or replaced, and notwithstanding any change in the identity of the parties;
- (g) references to writing include any mode of representing or reproducing words in tangible and permanently visible form and includes email and facsimile transmission;
- (h) an obligation of two or more parties shall bind them and be enforceable jointly and severally;
- (i) if a word or phrase is defined cognate words and phrases have a corresponding definition;
- (j) references to a person which has ceased to exist or has been reconstituted, amalgamated, reconstructed or merged, or the functions of which have become exercisable by any other person or body in its place, shall be taken to refer to the person or body established or constituted in its place or by which its functions have become exercisable;
- (k) reference to anything (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
- (l) reference to a month and cognate terms means a period commencing on any day of a calendar month, and ending on the corresponding day in the next succeeding calendar month but if a corresponding day does not occur in the next succeeding calendar month the period shall end on the last day of the next succeeding calendar month; and

(m) references to this document include its schedules and annexure.

Headings

Headings shall be ignored in construing this document.

Time

- (a) References to time are to local time in Western Australia.
- (b) Where time is to be reckoned from a day or event, such day or the day of such event shall be excluded.

4.2 GENERAL

This Contract is for the operation and maintenance of Nannup Caravan Park and Overflow area at Riverbend Reserve.

4.3 GOVERNING LAW

The Contract shall be governed by the laws of the State of Western Australia and the parties hereby submit to the exclusive jurisdiction of the courts of the State.

4.4 INDUSTRIAL AWARDS

With respect to all work done in Western Australia under the Contract, the Contractor shall observe, perform and comply in all material respects with all relevant Industrial Awards, Industrial Agreements and orders of Competent Courts or Industrial Tribunals applicable to the Services and the works to be done under the Contract.

Failure by the Contractor to comply with the above clause shall entitle the Shire of Nannup by notice in writing to the Contractor to forthwith terminate the Contract, but without prejudice to any other rights or remedies of the Shire of Nannup.

4.5 STATUTORY ENVIRONMENT

The Contractor shall comply with the requirements of all Acts of the Parliament of the Commonwealth and with the requirements of all ordinances, rules, regulations, by-laws, orders, codes of practice and proclamations made or issued under such Act and with the lawful requirements of public and other authorities on any way affecting or applicable to the Services or the performance of the Contract.

Without limiting in any way the generality of the foregoing, the Contractor shall duly and punctually observe, perform and comply with the provisions of the Occupational Health , Safety and Welfare Act 1984 and all improvement notices, probation notices and codes of practice (if any) issued there under and having application to this Contract.

If, in the opinion of the Contractor, the provisions of any document forming part of the Contract are at variance with any such requirements, the Contractor shall give written notice to the Shire of Nannup specifying the departure from such provisions that he considers necessary to comply with such requirements.

Unless otherwise expressly stated the Nannup Caravan Park shall be operated generally in accordance with and so as to comply with all statutory requirements under any Act of Parliament in force now or in the future in Western Australia,.

4.6 PATENT RIGHTS

The Tenderer shall indemnify and at all times keep the Shire of Nannup indemnified against any action, claim, demand, costs or expenses arising from or incurred by reason of any infringement or alleged infringement of any letters patent, design, trademark or name, copyright or other protected right in respect of any goods, articles, services, equipment, machinery, plant or thing, system or method of performing, using, fixing, working or arrangement used, fixed, provided or supplied by the Contractor.

All payments and royalties payable in respect of any such letters patent or other protected right, shall be included by the Contractor in the Contract and shall be paid by itself to the person, persons, or body to whom they may be due or payable.

In the event of any claim being made or brought against the Shire of Nannup in respect of any of the matters stated on this clause, the Contractor shall be immediately notified thereof. The Contractor shall, with the assistance if required of the Shire of Nannup but at the Contractor's sole expense, conduct negotiations for the settlement of the same or any litigation that may arise therefrom and the balance outstanding in respect of the claim shall be a debt due by the Contractor to the Shire of Nannup.

4.7 TIME

Services under the contract shall be supplied punctually at or within the time stated in the Order and in this respect time shall be of the essence of the Contract.

The Contractor shall be entitled only to such extensions of time for compliance with the Contract as the Shire of Nannup, upon the written application of the Contractor, may in its absolute discretion grant in writing.

4.8 STAMP DUTY

The Contractor shall pay all stamp duties in connection with the Contract.

4.9 GOODS AND SERVICES TAX

For the purpose of this clause:

- a) "GST" means goods and services tax applicable to any taxable supplies as determined under the GST Act.
- b) "GST Act" means A New Tax System (Goods and Services Tax) Act 1999 and (where the context permits) includes the Regulations and the Commissioner of Taxation's Goods and Services Tax Rulings and Determinations made there under and any other written law dealing with GST applying for the time being in the State of Western Australia.
- c) "Supply", "taxable supply" and "tax invoices" have the same meanings as in the GST Act.
- d) The Contractor shall at all times observe, perform and comply with all applicable provisions of the GST Act relative to the supply of the Services under the Contract.

4.10 PAYMENT

The Contractor shall pay or cause to pay to the Shire of Nannup all sums of money due or to become due to the Shire of Nannup under the Contract, in the amounts and at the times set forth in the Contract, and shall pay or hand over the Security (if any) deposited to the Shire of Nannup within fourteen days after the due date.

4.11 PRICE VARIATION

Contract prices shall be firm unless otherwise stated in the Contract.

4.12 QUALITY OF SERVICE

All Services rendered shall conform to the Specifications and the standards specified in the Contract.

Where no standards are specified in the Contract, the Services shall comply with the appropriate and current standard of the Standards Association of Australia and if there is no such standard then the appropriate and current standard of the British Standards Institution or such other standard as the Shire of Nannup shall consider appropriate.

If no standards are applicable, the Services shall be of the highest standard and carried out promptly with all due skill care and diligence.

The Contractor shall employ only such persons as are careful skilled and experienced in their respective professions trades and callings who hold all necessary licenses permits and authorities required by law and whose standards of workmanship are entirely suitable for the performance of the Services and the requirements of the Contract.

4.13 ASSIGNING OR SUBLETTING

The Contractor shall not without the previous consent of the Shire of Nannup in writing, assign transfer mortgage charge encumber sublet or sub contract the Contract, or any part thereof. The Contractor shall not assign transfer mortgage, charge or encumber, all or any of the moneys payable or to become payable or any other interest or benefit under the Contract without the consent in writing of the Shire of Nannup being first obtained. Any consent shall not discharge the Contractor from any liability in respect of the Contract, and shall extend only to the assignment or other transaction actually consented to and shall not be deemed a consent to any other assignment or transaction nor to prevent any proceedings for any subsequent breach of this condition and may be granted or withheld or made subject to conditions on the absolute discretion of the Shire of Nannup.

4.14 SETTLEMENT OF DISPUTES

The parties agree to attempt in good faith to resolve through negotiation any dispute regarding the Contract.

Either party may refer to an appropriate independent expert, agreed to by the parties, any Services for the examination and report as to their compliance with the Contract. The decision of the expert shall be final and binding upon both parties, and the expense of such reference shall be paid by the unsuccessful party.

Any dispute or unresolved claim arising out of or relating to the Contract of the Breach, termination or invalidity thereof shall first be the subject of conciliation before a conciliator who is either agreed to by both parties or, failing agreement, who is appointed by the President of the Institute of Arbitrators and Mediators (WA Branch).

If the dispute has not been resolved within 28 days (or such other period agreed in writing between parties) after the appointment of the conciliator, the dispute shall be referred to arbitration to be effected:

- a) By an arbitrator mutually agreed upon between the parties; or
- b) In default of such mutual agreement, by an arbitrator appointed by the President of the Institute of Arbitrators and Mediators,

4.15 TERMINATION OF CONTRACT

Where the Contractor:

- a) Fails to supply and provide the Services and agreed development on the due date or dates or at the location or locations specified in the Contract or in any order or to duly and punctually observe and perform all or any of the terms or conditions set out in the Contract; or
- b) Assigns subcontractors or sublets the Contract, or any part thereof, or assigns, mortgages, charges or encumbers, all or any of the moneys payable or to become payable under the Contract, or other interest or benefit whatsoever arising, or which may arise, under the Contract without the consent in writing of the Shire of Nannup being first obtained; or
- c) (if an individual) becomes bankrupt; or
- d) (if a corporation) goes into voluntary or compulsory liquidation or goes into receivership or enters into voluntary administration; or
- e) makes an assignment of its estate for the benefit of its creditors, or makes an arrangement or composition with its creditors; or
- f) includes any statement fact information representation or material in its Tender which is false untrue or incorrect; or
- g) fails in any matter to perform the Contract to the complete satisfaction of the Shire of Nannup.

Then, as in every such case, the Shire of Nannup may give notice in writing to the Contractor terminating the Contract and engage or contract with any person or corporation other than the Contractor to perform and complete the same.

All damages and expenses incurred by the Shire of Nannup, because of non compliance to the Contract by the Contractor, ascertained and certified to by the Officer, shall be deducted from any money that may be then due, or may thereafter become due to the Contractor, or that may have been deposited by itself as security in respect to the Contract. If the money then due, or thereafter becoming due to the Contractor, or deposited by itself as aforesaid, shall not be sufficient for that purpose, the balance remaining unpaid shall be a debt due by the Contractor to the Shire of Nannup and may be recovered from the Contractor in any Court of competent jurisdiction.

4.16 FAILURE TO SUPPLY

Where a state of emergency exists or where the Contractor is unable or fails (for whatever reason) to supply and provide the Services at any time or in any place

the Shire of Nannup may without being liable in any way to the Contractor obtain or acquire such Services as it requires during the state of emergency or at that time or in that place (as the case may be) from any other source supplier or provider thereof. The existence of a state of emergency shall be determined by the Shire of Nannup in its sole discretion.

4.17 POWER TO ACT FOR THE SHIRE OF NANNUP

Anything to be done or performed by the Shire of Nannup may be done and performed by any person duly authorised by the Shire of Nannup.

4.18 VARIATION OF CONTRACT TERMS

None of the terms of the Contract shall be varied, waived, discharged or released either at law or in equity, unless by the express agreement of the Shire of Nannup in writing.

4.19 SERVICE OF NOTICES

Any notice, order, instruction or communication required to be, or that may be served on or given to the Contractor by the Shire of Nannup or the Officer shall be deemed to have been sufficiently issued or given to or served upon the Contractor if it is handed to the Contractor or is sent by prepaid post to or is left at the address of the Contractor stated in its Tender or at such other address as is notified in writing by the Contractor to the Shire of Nannup.

4.20 CONTRACTOR TO INFORM ITSELF

The Contractor shall be deemed to have:

- a) Examined carefully and to have acquired actual knowledge of the contents of the Drawings, Specification, Schedules, Conditions of Tendering, these General Conditions of Contract and the Special Conditions of Contract (if any) and any other information made available in writing by the Shire of Nannup to the Contractor for the purpose of tendering; and
- b) Examined the site and its surroundings; and
- c) Satisfied itself as to the correctness and sufficiency of its tender and that its price covers the cost of complying with all its obligations under the Contract and of all matters and things necessary for the due and proper performance and completion of contract.

Failure by the Contractor to do all or any of the things it is deemed to have done under this clause will not relieve the Contractor of its liability to perform and complete the Contract in accordance with the terms and conditions thereof.

4.21 PROPERTY DAMAGE AND PUBLIC RISK

Subject to the next succeeding paragraph of this cause, the Contractor shall indemnify and keep indemnified the Shire of Nannup against all loss of or damage to the property of the Shire of Nannup and from and against any claim, demand, action, suit or proceeding that may be made or brought by any person against the Shire of Nannup, or the employees, professional consultants or agents of the Shire of Nannup or any of them in respect to personal injury to or the death of any person whomsoever or loss of or damage to any property whatsoever arising out of or as a consequence of the supply or provision of the Services by the Contractor or its employees, agents or sub-contractors and also from any cost and expenses that may be incurred in connection with any such claim, demand, action, suit or proceeding.

The Contactor shall not, under the last preceding paragraph of this clause, be rendered liable for or in respect of personal injury to or the death of any person or loss of or damage to property resulting from any breach by the Shire of Nannup of any provision of the Contract or any negligent act or omission of the Shire of Nannup or the employees, professional consultants or agents of the Shire of Nannup or for or in respect of any claims, demands, actions, suits or proceedings, costs and expenses whatsoever in respect thereof or in relation thereto.

4.22 ACCIDENT OR INJURY TO EMPLOYEES

The Contractor shall indemnify and keep indemnified the Shire of Nannup against liability for all loss or damage resulting from personal injury to or the death of (other than such injury or death resulting from any breach by the Shire of Nannup of any of the provisions of the Contract or any negligent act or omission of the Shire of Nannup) the employees, professional consultants or agents of the Shire of Nannup or the Contractor or of any sub-contractor occurring during the currency of the Contract and arising out of or in connection with the supply or provision of the Services under the Contract or the performance of the Contract and against all claims, demands, actions, suits or proceedings, cost and expenses whatsoever in respect thereof or in relation thereto, whether at Common Law or under any statute.

4.23 ENTIRE AGREEMENT

This document constitutes the entire agreement whether oral or written relating to the subject matter hereof and supersedes all prior agreements, deeds and understandings relating thereto, whether oral or in writing.

5. SPECIAL CONDITIONS OF CONTRACT

5.1 PERIOD OF CONTRACT AND TERMINATION

- 5.1.1 The Contract will be in force for the period Proposed by the tenderer. However, in the event of the Contractor failing in any manner to carry out the Contract to the Principal's satisfaction, the Principal may forthwith terminate the Contract by written notice to the Contractor.
- 5.1.2 This Contract may be terminated or amended at any time by the mutual consent of both parties.

5.2 INSURANCES

- 5.2.1 The Contractor shall be solely responsible for the services and shall bear the sole risk for any loss or damage whether to any person or property caused by or resulting from, directly or indirectly, any act or omission of the Contractor or any default or negligence by the Contractor.
- 5.2.2 The Contractor shall indemnify and keep indemnified the Council from and against any loss or damage and against all claims, demands, proceedings, costs, charges and expenses whatsoever arising out of any act or omission of the Contractor or any default by the Contractor.
- 5.2.3 The Contractor shall, at the Contractor's own expense, procure and maintain and shall ensure that all sub-contractors procure and maintain the following insurance, such insurance shall be specifically endorsed so that it is deemed primary to any insurance effected by on behalf of the Council and shall contain a cross liability clause which shall treat each of the insured parties as if a separate policy had been issued to them:
 - (a) Public liability insurance for an amount of not less than \$10m for any accident or occurrence in the name of the Council and the contractor.
 - (b) Third party property damage insurance of not less than \$10 million in respect of any motor vehicles, plant or equipment used in the performance of the contracted services.
 - (c) If the Contractor or any sub-contractor employs any person or persons to perform the services or any part thereof, documentation certifying current workers compensation insurance, public liability insurance and third party property damage by the Contractor must be provided to Council before commencement of services.
 - (d) If the Contractor or any sub-contractor employs any person or persons to perform the services or any part thereof, awareness and

compliance of Council occupational safety and health guidelines and policy must be empowered and acknowledged.

- (e) Any other insurance which is required by the laws of the Commonwealth of Australia and State of Western Australia and as amended by these guidelines following its review.

Draft

6. LEASE

Draft

**LEASE FOR THE NANNUP CARAVAN PARK
BETWEEN THE
SHIRE OF NANNUP
And**

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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 Item 1.4 of Schedule 1.
- (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 any water supply authority, any sewerage authority Or refuse removal rates:

- (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) The lessor agrees to waive shire land rates and taxes for the duration of the lease.

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) The Lessee need not carry out repairs of a structural nature.
- (3)
 - (a) Without derogating from the Lessee's obligation under subclause (1), the Lessee agrees, within 7 days after receipt of a property condition report from the Lessor, to sign and return the report noting any variations.
 - (b) The property condition report when signed by the parties shall be taken to be a true and correct description of the Premises as at the date of the report.
 - (c) If the Lessee fails to sign the property inspection report, noting any variations, and to return it to the Lessor within 7 days after receipt, then the property inspection report provided by the Lessor shall be taken to be a true and correct description of the Premises as at the date of the report.

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 Repainting

Without limiting the generality of clause 3.3, as often as is necessary in the reasonable opinion of the Lessor at the Lessee's own expense the Lessee shall paint, colour, varnish and paper to the reasonable satisfaction of the Lessor all such parts of the Premises as have been previously painted coloured varnished or papered.

3.7 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) The lessor will give adequate notice to the lessee of intention to enter the premise as well as reason for visitation.

3.8 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.

3.9 Pests

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

3.10 Living in premises

The Lessee shall not use or permit the use of any part of the Premises for living or sleeping or for any unlawful purpose apart from that which it is intended.

3.11 Defacing

The Lessee shall not mark, paint, drill, write on or in any way deface any wall, ceiling, floor, wood, stone or ironwork of the Premises unless permitted by this Lease.

It is recognised that movement of hooks, screws, signs, furniture and equipment is part of running an effective business. As such the Lessee is to ensure that the premise is in a good state of repair upon execution of lease similar to the original property condition report.

3.12 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.

3.13 Disorderly behaviour

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

3.14 Compliance with written laws

The Lessee shall comply with, carry out and perform the requirements of the Local Government Act, the Health Act, the Caravan and Camping 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.

3.15 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.

3.16 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;

Glass

- (b) a policy in the name of the Lessee and the Lessor covering the breakage of any glass on the Premises including any plate glass. The Lessee agrees that all money received under the insurance policy will be expended in reinstating the damaged glass. If such money is insufficient to meet the cost of the reinstatement the Lessee shall reinstate the damaged glass at its own expense to the Lessor's satisfaction;

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.

3.17 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.

3.18 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.

3.19 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.

3.20 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.

3.21 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.

3.22 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.

3.23 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.

3.24 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.

3.25 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 other than that which is approved or in keeping with current signage

3.26 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.

3.27 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.

3.28 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.

3.29 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.

3.30 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.

3.31 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.

3.32 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.

3.33 Storage of dangerous materials

The Lessee shall keep any inflammable liquids, acetylene gas, dangerous chemicals or volatile or explosive oils, compounds or substances kept on the Premises stored safely and correctly.

3.34 Ownership of improvements

The Lessee acknowledges and agrees that any building or improvement constructed or erected on the Premises by the Lessee is or shall become the property of the Lessor upon completion of the building or improvement and shall form part of the Premises for the purposes of this Lease and the Lessee shall have no claim for compensation in respect thereof unless removed by the Lessee before the expiration of the contract.

3.35 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 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 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 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 to make 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 air-conditioning apparatus, automatic fire sprinklers, 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) taking inventories of fixtures;
 - (g) 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, 3.15, 3.16 and 3.24 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 of 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 fulfilment 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:	
Item 1.2	Land: Reserve Number: Lot Number:	4 Brockman Street. and Reserve 24762 Nannup/Balingup Rd
	Premises:	Brockman Street Caravan Park and Riverbend Reserve
	Lessor's Interest:	Land vested in the Shire Owner of Built Infrastructure & Fixtures
Item 1.3	Term:	X years with a X year option (exercised at the discretion of Council on application by the Lessee). As per tender Submission
	Commencement Date:	1 st January 2015
	Expiry Date:	As per tender Submission
Item 1.4	Annual rent payable on the Commencement Date:	As per tender Submission
Item 1.5	Manner of payment of rent:	Monthly in advance
Item 1.7	Permitted Purpose:	Accommodation business Caravan and camping grounds Reception and Retail Outlet
Item 1.8	Guarantor's Names and Addresses:	

**SCHEDULE 2
SPECIAL CONDITIONS**

2.1 Use by community associations and others

- (1) For some special events access to water and power outlets will be required by outside associations, bodies and persons with the permission of the Lessor. This entails a maximum of two 15 amp power points and two potable water taps. Any usage charge will be limited to the charge as set out in the Council's Schedule of Fees and Charges as amended from time to time.
- (2) The playground included within the boundary of the lease must be accessible to the public at all times unless otherwise approved by the Lessor.

2.2 Improvements and Developments

- (1) Any and all improvements to the Premises are to be approved by the Lessor either in the form of a submitted development plan or an amendment to such.
- (2) All improvements must have a completion date and will be completed unless agreed otherwise in writing the Lessor.
- (3) The ownership of any improvements is subject to clause 3.34 and as such become the property of the Lessor at the execution of the lease term unless removed by the Lessee at the Lessee's own cost.

2.3 The Old Jail and Courthouse

- (1) The Lessee is responsible for minor maintenance of "The old jail and courthouse". Any damage or deterioration must be reported to the Lessor.
- (2) The Lessor is responsible for major maintenance and repairs to this area unless caused by the negligence of the Lessee.
- (3) The Canoe and any other chattels are to be maintained by the Lessor.
- (4) The "The old jail and courthouse" are to be available to the public whenever the Park reception is open for business.

EXECUTED by the parties

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

Shire President

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

Signature of authorised person

Office held

Office held

Name of authorised person
(block letters)

Name of authorised person
(block letters)

SIGNED by)
in the presence of:)
)

Witness:

Address:

Occupation:

A1 - BUSINESS DESCRIPTION

Nannup Caravan Park

Nannup Caravan Park (NCP) is a caravan and camping ground nestled on the banks of the Blackwood River in the picturesque township of Nannup. The caravan parks have been operated as a secondary business to support the visitor centre for many years and there is now an opportunity to turn the Nannup Caravan Park into a profitable and enduring business.

The NCP was previously operated by the Nannup Tourism Association but since October 2012 has been operated by the Council, with a dedicated Caravan Park Manager being appointed in December 2012. The Manager has been employed to develop the parks into a licensable and feasible business that the shire can retain or lease to another party. This has entailed mainly upgrading the power, sewerage and water systems to cover more of the park. Professional park management systems have also been implemented throughout the business.

There are 75 sites at Brockman Street and 30 at Riverbend totalling 105 camp sites. This puts the Nannup Caravan Park into the medium sized Caravan Park category. There is room available for up to another 45 unpowered sites with improvements in facilities over both areas. A brief asset description of both parks as they stand at the time of lease is as follows:

Brockman Street Caravan Park



- One Office and Shop area
- Old Jail and “the Canoe” plus historical photographs.
- Sales stock, approximately \$10,000 SAV
- Phone system and office equipment
- One Shed
 - Power garden tools
 - Hand tools
- Manager’s residence
- 48 powered sites
- 27 unpowered sites
- One ablution block suitable for 30 sites
 - Plus an additional two toilet blocks

- One camper's kitchen suitable for 75 sites
- One dump point

Riverbend Reserve



- 15 powered sites
- 15 unpowered sites
- One ablution block suitable for 40 sites
- One gazebo

A more detailed list of smaller items for each park is attached

Staffing

The current staff at NCP are:

Position	Contracted Weekly Hours
Manager	40
Cleaner	12-15
Caretaker/s	12-15
Gardener	2

The above figures represent an average and actual hours vary with seasonality.

Financial Performance

Although not much verifiable data remains from the previous owners of the business, the Shire of Nannup has operated the business for nearly two years and has submitted the financials from that period (attached).

The Shire's financial year runs from 1 July to 30 June. Since the Shire took over the administration of the parks from 1 October 2012 the financial information only covers part of the year. For the

information of the tenderers the following points should also be noted when reviewing the attached figures.

1. GST is excluded.
2. Depreciation has been excluded.
3. The managers' wages and associated overheads, such as employer's superannuation, have been excluded.
4. Insurance costs represent buildings insurance, which will continue to be the responsibility of the Shire. Tenderers will have to provide their own insurances for building contents, public liability and workers compensation etc.
5. Income from the letting of the manager's accommodation is excluded. Note: the value of the accommodation has been assessed as \$50 p.w. by the Shire.
6. Development costs and major repairs of the park have been excluded.
7. Estimates for 2014/15 are based on the business performance before the upgrade of the park is complete and contain assumptions that planned savings in expenditure will be achieved.

From the data available, it can be shown that the financial years' positions are as follows:

- a. 1 October 2012 to 30 June 2013 – turnover of \$93,837.71, a profit of \$5,660.94
- b. 1 July 2013 to 30 June 2014 estimated end of year position – Budgeted turnover \$142,000, a profit of \$19,736
- c. 1 July 2014 to 30 June 2015 – predicted turnover of \$145,500, a profit of \$51,233.

The 2014/2015 position does not take account of the following factors:

- a. 22 additional powered sites at Brockman Street.
- b. Improved facilities available at the park e.g. the dump point, improved ablution facilities etc.
- c. The growing reputation of the park.

Licensing

At the date of lease commencement the Nannup Caravan Park will be licensed with its current facilities by the Shire of Nannup.

There are several shortfalls in licensing requirements for the park. It will be the responsibility of the lessee to improve the facilities to a better standard over the term of the lease. This can be done in the short term by hiring in extra ablution facilities when required and in the long term by improving the existing facilities or building additional facilities.

The development of the new/improved facilities should be incorporated into the proposed development plan with a timeline for achievement. The funding for the improvements will be the responsibility of the lessee through private investment or government support, if available. The Shire will assist with sourcing grant support.

The ownership of any improvements is subject to clause 3.34 of the lease and as such becomes the property of the lessor at the expiry of the lease term.

While there are different areas of compliance, the main concern is the number of ablutions per site. Attached is the relevant data for existing ablutions and required increases. Other areas to be improved can be identified through the Caravan and Camping Act and Regulations.

Ablution Facilities at Nannup Caravan Park

Brockman Street					
	Toilets			Number of Showers (each sex)	Number of Hand Basins (each sex)
	Male		Female		
	Pedestals	mm of urinal	Pedestals		
Current #	6	3000	8	3	7
Suit sites #	100	120	90	30	80
Actual sites	75	75	75	75	75
To be increased to	Ok	Ok	Ok	7	Ok

Riverbend					
	Toilets			Number of showers (each sex)	Number of hand Basins (each sex)
	Male		Female		
	Pedestals	mm of urinal	Pedestals		
Current #	2	1200	3	4	4
Suit sites #	30	30	30	40	40
Actual sites	30	30	30	30	30
To be increased to	Ok	Ok	Ok	Ok	Ok

Total Facilities					
	Toilets			Number of showers (each sex)	Number of hand Basins (each sex)
	Male		Female		
	Pedestals	mm of urinal	Pedestals		
Current #	8	4200	11	7	11
Suit sites #	145	180	140	75	145
Actual sites	105	105	105	105	105

Conclusion

This business is ideally suited to an individual, couple or family to operate successfully. With minimal staff it can be operated at the current level of performance. With continued good management practice the business should grow over the period of the lease, however long that may be.

The park can be further developed either through investment or possible government grants, however the Shire of Nannup does not have the capacity for further development and at this stage will have no further contributions to make. The shire will however have an input into any future development/improvement and so planning approval must be sought from Council. Any improvements must be in line with current legislation for caravan parks, and if permanent structures, they will remain on the park at the expiration of the lease.

A2 - CARAVAN PARK FINANCIALS

NANNUP CARAVAN PARK

FINANCIAL INFORMATION

Description	2012/13	2013/14		2014/15
	Actual 1/10/12 -30/6/13	Original Budget	Projected 30/6/14	Estimated Budget
Turnover				
<u>Fees & Charges</u>				
Letting Fees - Powered Sites	93,837.71	142,000	78,148	145,500
Letting Fees - Unpowered Sites			20,197	
Letting Fees - Music Festival Weekend			23,412	
Shop Sales			6,332	
Souvenir Sales			7,752	
TOTAL TURNOVER	93,837.71	142,000	135,841	145,500
Less: Cost of Sales	1,982.07	0	6,389	10,000
Gross Profit	91,855.64	142,000	129,452	135,500
<u>Operating Costs</u>				
<u>Employees</u>				
Wages - Gardening & Maintenance	6,039.24	10,500	8,600	2,500
Wages - Caravan Park Cleaning & Reception	34,408.80	32,277	36,700	30,986
Wages overheads	1,612.34	3,554	3,400	1,610
Superannuation		3,026	3,026	3,189
Total Employees	42,060.38	49,357	51,726	38,285
<u>Utility Charges</u>				
Telephone	2,956.34	2,580	2,700	2,650
Electricity	8,898.78	6,900	13,000	12,675
Water Charges	2,959.45	3,100	8,500	5,500
Gas	613.51	1,400	4,000	3,925
FESA Levy	179.09	185	190	200
Total Utility Charges	15,607.17	14,165	28,390	24,950
<u>Insurance</u>				
Insurance	959.57	1,008	1,060	1,113
Total Insurance	959.57	1,008	1,060	1,113
<u>Materials & Contracts</u>				
Administration Expenses	5,723.40	4,000	4,500	4,100
Promotion	1,029.53	5,000	3,000	2,000
Skip Bins	1,730.68		1,500	1,500
Cleaning Supplies	5,265.25		4,000	4,000
Fire Inspections			450	450
Sea Container	960.00		2,250	
Hardware Supplies	3,639.20	197	3,000	1,518
Air Con Service			400	400
Delivery Charges			200	150
Pest Control			300	300
Boom Hire			200	200
Repairs	5,566.67		500	
Toilet Hire			2,000	2,000
Tree inspection works	2,000.00	2,000	5,200	2,000
Plant running costs	1,652.85	2,581	1,040	1,301
Total Materials & Contracts	27,567.58	13,778	28,540	19,919
TOTAL OPERATING COST	86,194.70	78,308	109,716	84,267
NET PROFIT/(LOSS)	5,660.94	63,692	19,736	51,233

A3 - DETAILED ASSETS LIST

Detailed List of Non Building Assets

Item	Quantity	Value
Office, Shop and Reception		
Large printer	1	
Large filing cabinet	1	
Small filing cabinet	1	
Laminator	1	
Computer	1	
Magistrates desk	1	
Office chair	1	
Extra chairs	2	
3 handset phone system	1	
Key locker	1	
Large pine display	1	
Large walnut display	1	
Small table and 4 chairs	4	
Antique table	1	
Bookcase - black and pine	1	
Placemat display rack	1	
Large lounge suite and ottoman	1	
cCALM book display rack	1	
CCTV array	1	
Jarrah Map Rack	1	
Melomine brochure rack	1	
Single door drinks fridge	1	
Icecream freezer	1	
Ichest ice freezer	1	
Antique safe	1	
Jarrah counter	1	
POS computer system	1	
Stools	2	
Bin	3	
Postcard rack	1	
Magnetic counter stand	1	
Bibblemun map rack	1	
Old desk in jail	1	
Old typewriter	1	
Jail mattresses and blankets	2	
Dugout canoe and stands	1	
Bar fridge	1	
Urn	1	
Box of hi-vis safety vests	1	
Extension leads	4	
Extension hose	1	
Assorted cleaning equipment	1	
Small white desk with letter box	1	
Signs	2	
Blackboard	1	
Notice board	1	
Flower art/sculpture	1	

Item	Quantity	Value
Ablution Building		
Assorted Chemicals	1	
Assorted cleaning products	1	
Buckets	3	
Mops	3	
Broom	1	
Dustpan and brush	1	
High pressure cleaner	1	
Spray bottles	1	
Signs	1	
Shelving	1	
Tools small assorted	1	
Hose and fittings	1	
Rags	1	
Disposables	1	
Camp Kitchen		
Kettle toaster	1	
Microwave	1	
Small TV and Decoder	1	
Electric hotplate	1	
Jarrah bench	1	
Gas bbq built in	1	
Wooden furniture	1	
Trestle table	1	
Fridge	1	
Laundry		
Washing machine	2	
Dryer	1	
Clothes lines	2	
Ironing board	1	
Jarrah bench	1	
Shed		
Roll poly hose	2	
Brush cutter	1	
Blower	1	
Lawn mower	1	
Line marker	1	
Bag trolley	1	
Wheel barrow	1	
Fork	1	
Spade	1	
Mattock	1	
Nail rake	2	
Leaf rake	2	
Leaf grabber	2	
Block splitter	1	
Axe	1	
Loppers	1	
Hedge trimmer	1	
Pruning saw	2	

Item	Quantity	Value
Timber saw	1	
Fuel containers	3	
Tool box - minimal tools	1	
Small desk	1	
Aluminium shelving	1	
Assorted plastic containers	1	
Assorted paint tins	1	
Assorted plumbing, electrical and tiling bits	1	
Ladders	2	
Large white display stand	1	
Small racking stand	1	
Assorted signage	1	
Assorted hoses and sprinklers	1	
Chairs	15	
Tandem trailer with cage	1	
Weed puller	1	
Post hole digger	1	
Banner stands	2	
Manager's house		
Fridge	1	
Washing machine	1	
Dryer	1	
Large brown wardrobe	2	
Small brown bedside drawers	2	
Large bookcase brown	1	
Large corner lounge suite	1	
Large brown TV cabinet	1	
Small kitchen table and 4 chairs	1	
Coffee table	1	
White king single bed	1	
White set of drawers	1	
White bedside table	1	
Medium green bookcase	1	
bbq	1	
Riverbend Camp ground		
Fridge	1	
Microwave	1	
Kettle	1	
Toaster	1	
Trestle table	1	
bbq	1	
Assorted cleaning equipment	1	
Assorted cleaning products	1	

BROCKMAN STREET CARAVAN PARK

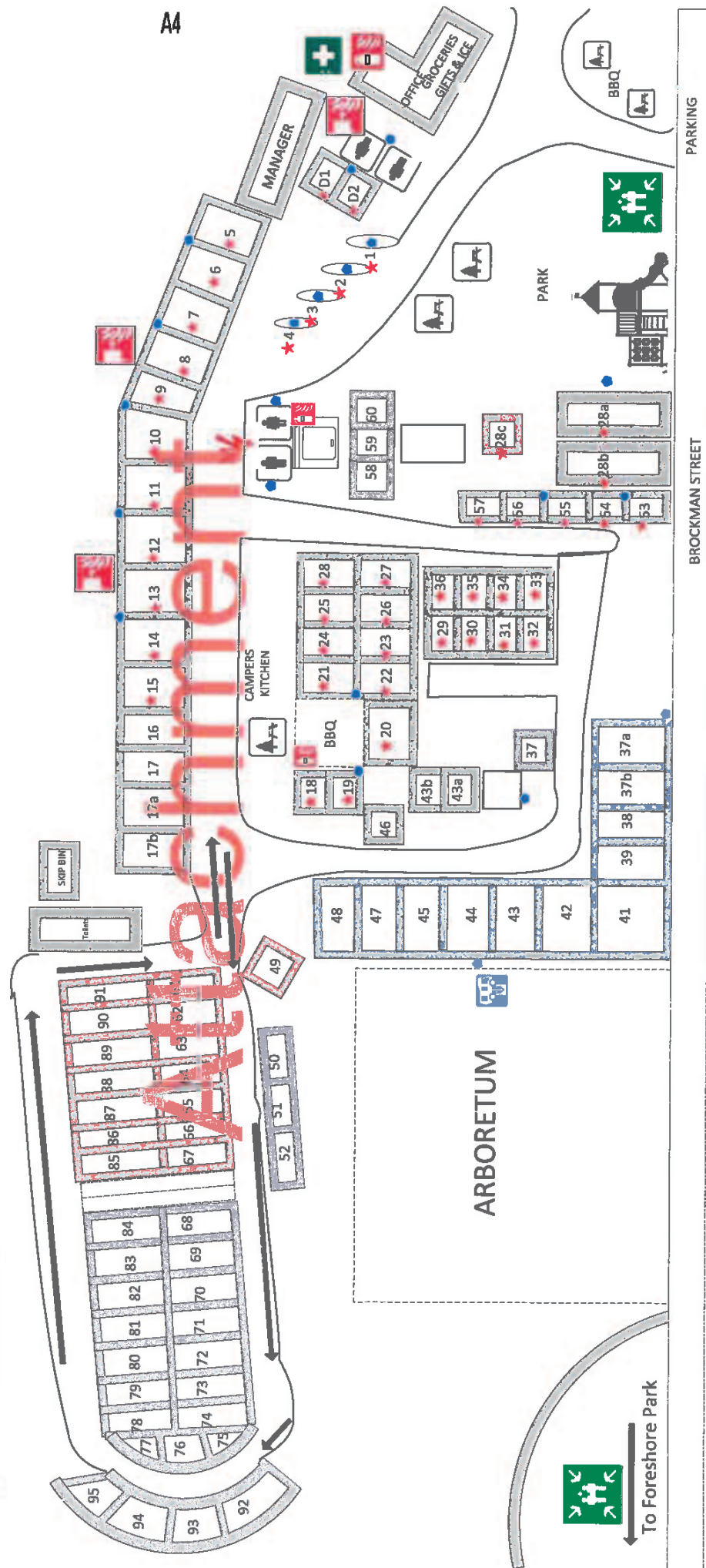


LEGEND

SYMBOL	DESCRIPTION
	FEMALE TOILET
	MENS TOILET
	ASSEMBLY POINT
	POWDER EXTINGUISHER AB(E)
	FIRST AID
	FIRE HOSE REEL
	YOU ARE HERE
	MAIN SWITCHBOARD

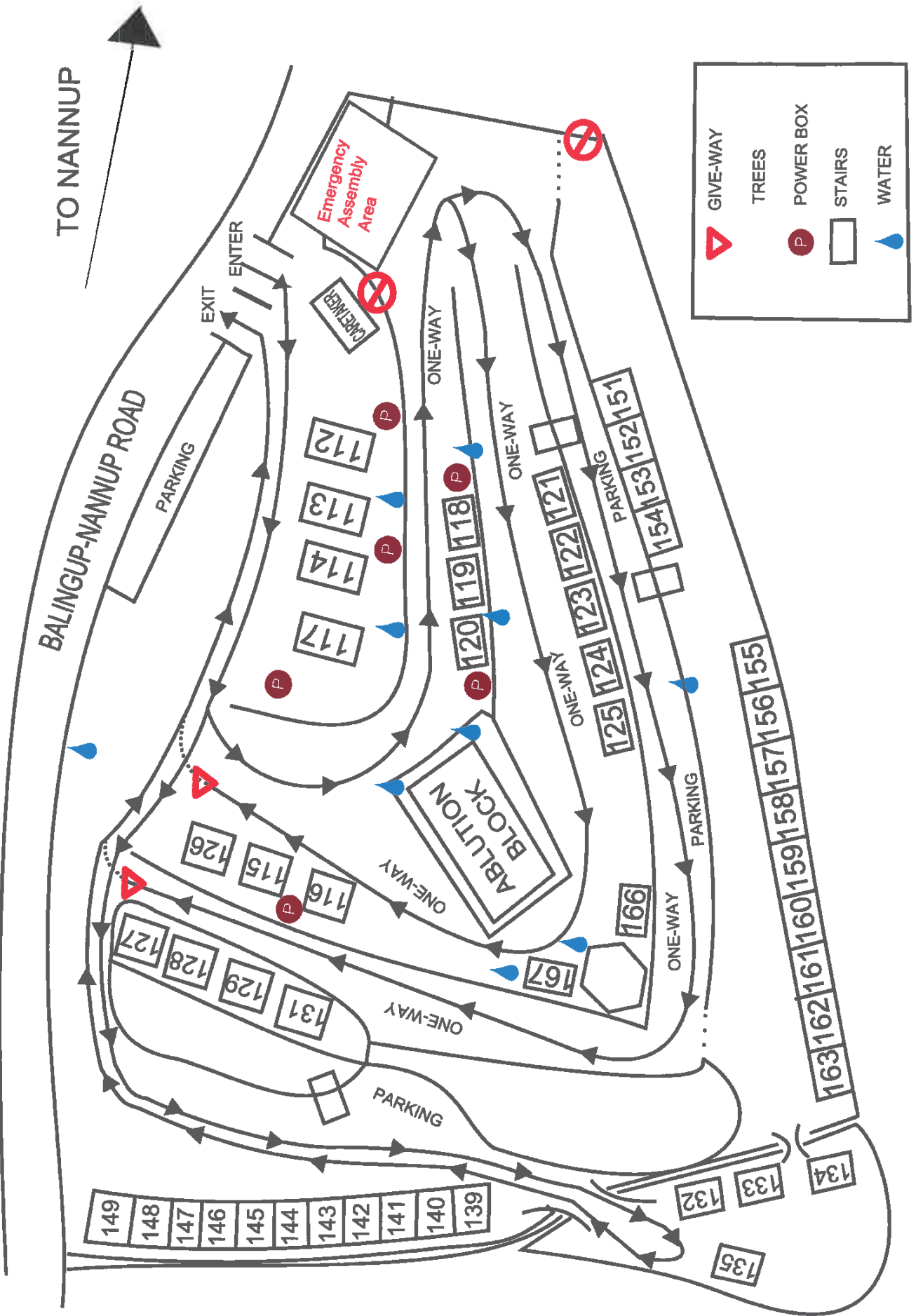
★ Powered Site

● Potable water



RIVERBEND CAMPING GROUND

A4



AGENDA NUMBER:	12.6
SUBJECT:	Review of Councillors Allowances
LOCATION/ADDRESS:	Nannup
NAME OF APPLICANT:	Shire of Nannup
FILE REFERENCE:	ADM 18
AUTHOR:	Vic Smith – Manager Corporate Services
REPORTING OFFICER:	Vic Smith – Manager Corporate Services
DISCLOSURE OF INTEREST:	None
DATE OF REPORT	20 June 2014

Attachment 1: Determination of the Salaries and Allowances Tribunal on Local Government Elected Council Members June 2014
2: Policy ADM10 Councillor Fees and Reimbursements

BACKGROUND:

The Local Government Amendment Bill 2011 empowered the Salaries and Allowances Tribunal (the Tribunal) to determine certain payments made or reimbursed to elected council members with effect from 1 July 2013.

Legislation confers entitlements to claim fees, expenses and allowances on individual council members and provides the Tribunal with the capacity to determine either particular amounts for these payments or to determine a range within which the relevant local governments set the amounts. Those fees, expenses and allowances which are legislated as entitlements of a council member cannot be taken away by any decision or action of the council.

Where the Tribunal has chosen to determine minimum and maximum amounts for fees, expenses or allowances, there is an obligation on local governments to set the amounts to be paid or reimbursed within the range determined.

The Salaries and Allowances Tribunal points out that the fees, expenses and allowances to which they refer are not intended to be full time salaries for council members. They recognise that there is an element of voluntary community service in the role of council members.

The full text of the determination by the Salaries and Allowances tribunal is set out in Attachment 1. For the purposes of the Determination the Shire of Nannup is classed as a Band 4 council.

COMMENT:

Under existing legislation local governments have a choice of whether to pay a set annual fee to councillors or make payments based on meeting attendance. This council is typical of smaller councils in that it chooses to pay an attendance fee rather than an annual allowance. This flexibility is recognised by the Salaries and Allowances Tribunal and it has provided for both options in its determination.

In building on the Determination for 2013/14 the Tribunal has raised the upper limit for payments by 3%. Recognising that there will be a number of local governments that are unable to afford an increase in members allowances the minimum fees remain unchanged.

The Tribunal has set ranges for attendance fees for 2014/15 as follows:

Ordinary Council Members		Shire President	
Minimum	Maximum	Minimum	Maximum
\$88	\$232	\$88	\$477

The existing fee structure is \$88 for an Ordinary Member and \$150 for the Shire President.

Fees may also be paid for attendance at a committee meeting. The Tribunal has also advised that certain other meetings would qualify for an attendance fee under Regulation 30(3A) of the Local Government Regulations; these meetings are:

- a. a meeting of a WALGA Zone, where the council member is representing a local government as a delegate elected or appointed by the local government;
- b. a meeting of a Regional Road Group established by Main Roads Western Australia, where the council member is representing a local government as a delegate elected or appointed by the local government;
- c. a council meeting of a regional local government where the council member is the deputy of a member of the regional local government and is attending in the place of the member of the regional local government;
- d. meeting other than a council or committee meeting where the council member is attending at the request of a Minister of the Crown who is attending the meeting;

- e. other than a council meeting or committee meeting where the council member is representing a local government as a delegate elected or appointed by the local government.

In this council's case only (a) and (e) above are likely to apply. Members are therefore able to claim the committee fee for any body that Council has delegated them to attend.

The Tribunal has set the following ranges for 2014/15 for attendance fees as follows:

All Council Members	
Minimum	Maximum
\$44	\$116

The existing fee structure is \$44 for each attendance at a committee meeting.

A local government may decide that, instead of paying council members an attendance fee, it will pay all council members who attend council or committee meetings an annual fee. The Tribunal has set ranges for annual fees as follows:

Ordinary Council Members		Shire President	
Minimum	Maximum	Minimum	Maximum
\$3,500	\$9,270	\$3,500	\$19,055

The Shire President is entitled, in addition to any fees or reimbursement of expenses payable as set out above, to be paid the annual allowance set by the local government within a prescribed range. The Tribunal has set ranges for attendance fees as follows:

Minimum	Maximum
\$500	\$19,570

The existing allowance for the Shire President is \$8,000.

The Deputy Shire President is entitled, in addition to any fees or reimbursement of expenses payable as set out above, to an allowance based on a percentage of that paid to the Shire President. This percentage remains unchanged at 25%.

Regulation 31(1) of the Local Government Administration Regulations 1996 sets out those reimbursements that must be paid by a local government when claimed by a council member; these are:

- 1) Rental charges incurred by a council member in relation to one telephone and one facsimile machine;

- 2) Child care costs incurred by a council member because of the member's attendance at a council or committee meeting; and
- 3) Travel costs incurred by a council member because of the member's attendance at a council or committee meeting.

Alternatively, a local government may set an annual allowance for these expenses as permitted by Section 5.99A of the Local Government Act 1995.

The Tribunal has set the following rates of reimbursement where no annual allowance has been set:

- 1) The extent to which a council member can be reimbursed for rental charges in relation to one telephone and one facsimile machine is the actual expense incurred by the council member;
- 2) The extent to which a council member can be reimbursed for child care costs incurred because of attendance at a meeting is the actual cost per hour or \$25 per hour, whichever is the lesser amount;
- 3) The extent to which a council member of a local government can be reimbursed for travel costs is:
 - (a) if the person lives or works in the local government district or an adjoining local government district, the actual cost for the person to travel from the person's place of residence or work to the meeting and back; or
 - (b) if the person does not live or work in the local government district or an adjoining local government district, the actual cost, in relation to a journey from the person's place of residence or work and back:
 - (i) for the person to travel from the person's place of residence or work to the meeting and back; or
 - (ii) if the distance travelled referred to in subparagraph (i) is more than 100 kilometres, for the person to travel from the outer boundary of an adjoining local government district to the meeting and back to that boundary.

Travel costs incurred while driving a privately owned or leased vehicle (rather than a commercially hired vehicle) are to be calculated at the same rate applicable to the reimbursement of travel costs in the same or similar circumstances under the *Public Service Award 1992* issued by the Western Australian Industrial Relations Commission as at the date of this determination.

The extent to which a council member can be reimbursed for intrastate or interstate travel and accommodation costs incurred in any of the circumstances referred to in regulation 32(1) of the Local Government Administration Regulations is at the same rate applicable to the reimbursement of travel and accommodation costs in the same or similar circumstances under the *Public*

Service Award 1992 issued by the Western Australian Industrial Relations Commission as at the date of this determination

The Tribunal has set the following rates of reimbursement where an annual allowance has been set:

ICT expenses means:

- (a) rental charges in relation to one telephone and one facsimile machine; or
- (b) any other expenses that relate to information and communications technology (for example, telephone call charges and internet service provider fees).

Travel and accommodation expenses means:

- (a) travel costs incurred by a council member because of the member's attendance at a council or committee meeting; or
- (b) an expense incurred by a council member in performing a function under the express authority of the local government; or
- (c) an expense incurred by a council member to whom paragraph (b) applies by reason of the council member being accompanied by not more than one other person while performing the function if, having regard to the nature of the function, the local government considers that it is appropriate for the council member to be accompanied by that other person; or
- (d) an expense incurred by a council member in performing a function in his or her capacity as a council member.

The Tribunal has determined that the minimum annual allowance for ICT expenses is \$500 and the maximum annual allowance is \$3,500. This council currently pays \$1,300 to the Shire President and \$1,100 to Ordinary Members.

The Tribunal has determined that the annual allowance for travel and accommodation expenses is \$50. This council bases its reimbursement on actual costs incurred.

Conclusion

The Determination recognises that there is a range of approaches allowed for in existing regulations and that local governments are constrained by their size and ability to pay. The Determination is therefore flexible enough to allow this council to maintain its current payment structure with very little modification.

Whilst Council can vary the fee structure within the existing Determination as it sees fit, there are two main options that should be considered:

1. Maintain fees at their current level for 2014/15; or
2. Raise all allowances by 3%, rounded to the nearest dollar.

The adopted budget is based on the existing allowances being maintained at their current levels.

The current policy on Members Allowances is set out in Policy ADM 10 and this attached for Members' information.

STATUTORY ENVIRONMENT: Local Government Act 1995 Section 6.

POLICY AND CONSULTATION IMPLICATIONS: None.

FINANCIAL IMPLICATIONS:

An increase in the current fees by 3% would add approximately \$900 to the 2014/15 budget, otherwise there would be no financial implication.

STRATEGIC IMPLICATIONS: None.

VOTING REQUIREMENTS: Absolute majority.

RECOMMENDATION:

That Council maintain the current schedule of fees and allowances as set out in Policy ADM10.

WESTERN AUSTRALIA
SALARIES AND ALLOWANCES ACT 1975
DETERMINATION OF THE
SALARIES AND ALLOWANCES TRIBUNAL
ON LOCAL GOVERNMENT ELECTED COUNCIL MEMBERS

Pursuant to Section 7(B)

June 2014

PREAMBLE

1. Section 7B(2) of the *Salaries and Allowances Act 1975* ('the SA Act') requires the Salaries and Allowances Tribunal ('the Tribunal'), at intervals of not more than twelve months, to inquire into and determine -
 - a. the amount of fees, or the minimum and maximum amounts of fees, to be paid under the *Local Government Act 1995* ('the LG Act') to elected council members for attendance at meetings;
 - b. the amount of expense, or the minimum and maximum amounts of expenses, to be reimbursed under the LG Act to elected council members; and
 - c. the amount of allowances, or the minimum and maximum amounts of allowances, to be paid under the LG Act to elected council members.

BACKGROUND

2. Following proclamation of relevant sections of the *Local Government Amendment Act 2012* on 8 February 2013, the Tribunal was empowered to determine certain payments to be made or reimbursed to elected council members with effect from 1 July 2013.
3. Sections 5.98 to 5.100 of the LG Act were also amended with effect from 1 July 2013 to complement changes to the SA Act.
4. The legislation entitles elected council members to claim fees, expenses and allowances associated with the performance of functions carried out under the express authority of their local government. These entitlements cannot be taken away by any decision or action of the council.
5. The Tribunal has the capacity to determine either particular amounts for these payments or minimum and maximum ranges within which local governments can then set the amounts.

6. Where the Tribunal has chosen to determine a range, local governments are obliged to set, by absolute majority, the amount to be paid or reimbursed.
7. Elected council members have the ability to waive their entitlements or claim less than the awarded amount by writing to their local government in accordance with any relevant policies.
8. The Tribunal notes that the fees, expenses and allowances outlined in this determination are not intended to be reflective of full time salaries given the recognised element of voluntary community service associated with the role of elected council member.

CURRENT INQUIRY

9. In discharging its statutory requirement with respect to the entitlements of elected council members, the Tribunal's approach has been to:
 - advertise for public submissions;
 - write via email to local governments and regional local governments inviting them to raise any comments or issues relevant to the determination of fees, expenses and allowances;
 - seek information from local governments and regional local governments regarding the fees, expenses and allowances paid to elected council members in consideration of the 2013 determination;
 - consider relevant labour market and economic data;
 - seek advice from the Statutory Adviser, Ms Jennifer Matthews, Director General, Department of Local Government and Communities (DLGC).

SUBMISSIONS

10. An advertisement calling for public submissions to the Tribunal's inquiry was placed in The West Australian newspaper on 22 March 2014 with a closing date of 11 April 2014, and on the Tribunal's website at <http://www.sat.wa.gov.au/LatestNews/Pages/Default.aspx>.
11. On 27 March 2014, the Tribunal emailed local government and regional local government chief executive officers (CEOs) to invite submissions from themselves and their elected council members on issues relevant to the determination by 18 April 2014.
12. On 31 March 2014, the Tribunal wrote to the Western Australian Local Government Association (WALGA) and the Western Australian division of the Local Government Managers Australia (LGMA), inviting submissions to its inquiry by 18 April 2014.
13. A total of ten submissions were received from seven local governments and three councillors.

14. Aside from those local governments who requested an increase in classification, matters raised in the submissions included that:

- a. Elected council members have responsibility for making strategic decisions and determining substantial budgets but because they are not adequately remunerated, cannot afford to take leave from their main employment to attend relevant training courses to enhance their skills and qualifications;
- b. There is an increasing requirement for elected council members to have a good knowledge of a wide range of legislation and good governance, be approachable and accountable and be strategic thinkers who can plan for their community's future. Remuneration should therefore reflect the level of expertise, knowledge, work load and time commitment of elected council members;
- c. The need to attract and retain young, motivated men and women to the role of elected council member is crucial in order to secure a healthy outlook for local government;
- d. Any future increases to meeting and annual attendance fees should only be awarded to elected council members and not their mayor/president/chairperson in order to make the current pay differential more equitable;
- e. The greater responsibilities of a mayor/president/chairperson are sufficiently rewarded with higher meeting and annual attendance fees and should not be further recognised by provision of an annual allowance;
- f. ~~The annual attendance fee in lieu of council and committee meetings should be amended to include meetings of a prescribed nature in accordance with section 30(3A) of the Local Government (Administration) Regulations 1996 ('LG Regulations');~~
- g. The Tribunal should clarify the travel and accommodation reimbursement rates to which elected council members are eligible under the *Public Service Award 1992* ('the Award'), or determine a rate altogether independent of the Award; and
- h. The Tribunal should determine particular amounts of fees and allowances rather than a range to avoid any political grandstanding and remove the requirement for elected council members to vote publicly on aspects of their remuneration.

The Tribunal took into account all feedback received throughout the inquiry process. Several of the issues raised above have been acted upon in this determination.

QUESTIONNAIRE

15. On 4 April 2014, an online questionnaire was provided to local government and regional local government CEOs in order to obtain information relating to the fees, expenses and allowances paid to their elected council members.
16. Responses to the questionnaire were initially requested by 18 April 2014 however continued to be accepted until 16 May 2014. In total, 124 responses were received from local governments and regional local governments.
17. The Yarra Yarra Catchment Regional Council and the Mid West Regional Council were not required to provide a response to the questionnaire as they ceased operations earlier this year. The City of Canning could not respond as they were subject to an Authorised Inquiry and had a Commissioner appointed to act as Council.
18. The Tribunal greatly appreciates the cooperation of those local governments and regional local governments who responded to the questionnaire. The information received has enabled the Tribunal to analyse the fees, expenses and allowances being paid to elected council members and understand issues which have arisen since the 2013 determination.
19. The 22 local governments that failed to respond to this inquiry have been listed in Schedule 2 of this determination and will be contacted by the Tribunal.
20. The Tribunal reminds all non-respondents that it is the responsibility of the CEO to provide information requested as part of the inquiry process. Although the SA Act provides the Tribunal with the powers of a Royal Commission to subpoena information relevant to its inquiries, it would prefer to work cooperatively with local governments and regional local governments.
21. Failure to provide information to future inquiries of the Tribunal may result in the Tribunal determining specific amounts of fees, expenses and allowances, rather than minimum and maximum ranges.

ASSISTANCE FROM STATUTORY ADVISOR

22. The Tribunal sought advice from Ms Jennifer Mathews, Director General, DLGC, who has been appointed by the Premier in accordance with section 10(4)(c) of the SA Act to assist the Tribunal in its inquiries into the fees, expenses and allowances of elected council members.

CONSIDERATIONS

23. In undertaking this determination, the Tribunal has been mindful of the magnitude and complexity of the local government sector. With the closure of the Yarra Yarra Catchment Regional Council and the Mid West Regional Council earlier this year, there are now 147 local governments and regional local governments in WA which in 2012-13 accounted for a total operating and capital expenditure of approximately \$4.63 billion.¹ There are approximately 16,000 Full Time Equivalent employees and 1,229 elected council members

¹ Statistics provided by the Department of Local Government and Communities, May 2014.

spread across geographic areas ranging from 1.5 square kilometres to 371,696 square kilometres.²

24. The Tribunal has again taken into account sections 2.7 to 2.10 of the LG Act which outline the roles and responsibilities of local governments, councillors, mayors, presidents and their deputies.
25. The information received from individual local governments, elected council members and the Statutory Advisor continues to keep the Tribunal informed on developments across the sector.

Range of fees versus a set amount

26. Following requests from several local governments, the Tribunal again considered whether it should determine specific amounts of fees, expenses and allowances or continue determining minimum and maximum ranges.
27. The Tribunal acknowledges that determining a specific amount for each local government and regional local government may depoliticise payments and protect elected council members from being accused of self-interest. However, the Tribunal continues to believe that individual local governments and regional local governments are best placed to assess their own financial capacity to pay in consideration of the workload and responsibilities of their elected council members.
28. In addition, the Tribunal is mindful that removing the ability for local governments to set their own amounts may result in a decrease in payments and heightened dissatisfaction amongst elected council members and the wider sector. This is particularly relevant given that results obtained via the questionnaire demonstrated that a significant number of elected council members claimed the maximum or close to the maximum of the ranges determined by the Tribunal.

Training for elected council members

29. As part of the Tribunal's 2013 inquiry, the Minister for Local Government requested that consideration be given to the possibility of providing incentives for elected council members who participate in training programs in an effort to increase the capacity of local governments to successfully deliver services to the community.
30. Advice received from the DLGC is that \$1.52m of funding (\$260,000 in 2013-14) has been received as part of the Royalties for Region program to enable the delivery of training to elected council members of non-metropolitan local governments. The proposed training project will support country local governments to improve governance and decision-making and upon completion, provide a pathway into the Elected Member stream of the Diploma of Local Government provided by WALGA. The skill set for local government elected council members is set out in the LGA04 Local Government Training Package of the Australian Qualifications Framework.

² Statistics provided by the Department of Local Government and Communities, May 2014.

31. The DLGC has informed the Tribunal that training will be offered in the first instance via two pilot programs to a limited number of elected council members in central regional locations by 30 June 2014.
32. Given that this determination will be issued prior to the DLGC completing its evaluation of the pilot programs, the Tribunal considered that it was not appropriate to provide incentives or rewards for completion of training as part of this determination.
33. The Tribunal will monitor the situation with a view to developing a means of rewarding training as part of the framework of fees, expenses and allowances in the next determination or sooner if the opportunity arises.

Annual attendance fees

34. Several requests were made for the annual attendance fee in lieu of council and committee meetings to also include meetings of a prescribed nature as defined in Regulation 30(3A) of the LG Regulations.
35. Data obtained via the questionnaire did not identify any elected council members who received a per meeting fee for attendance at prescribed meetings in addition to an annual allowance for council and committee meetings. Nevertheless, the Tribunal considers that inclusion of prescribed meetings within the annual attendance fee is warranted to enhance consistency and clarification in the provision of annual attendance fees.

Committee meeting and prescribed meeting attendance fees

36. The Tribunal's 2013 determination did not differentiate between committee meeting and prescribed meeting fees for elected council members and their mayor/president/chairperson.
37. However, the inquiry process found that a number of local governments had made this differentiation and determined one fee for elected council members and another for the mayor/president/chairperson.
38. Whilst it was not the Tribunal's intent for different fees to be set, the Tribunal acknowledges that councils should have the discretion to reward attendance in consideration of the particular representative's role, responsibilities, knowledge and experience.

Metropolitan local government reform

39. The Statutory Advisor has informed the Tribunal that the Minister for Local Government will consider the recommendations for metropolitan reform made by the Local Government Advisory Board over the coming months.
40. It is understood that all new district changes will be established effective 1 July 2015 and that where Commissioners are appointed, local government elections will be held in October 2015 along with ordinary local government elections.
41. Accordingly, the Tribunal will be reviewing the classifications of local governments impacted by an amalgamation or boundary change in due course and would greatly appreciate the cooperation of local governments in providing any information to assist this process.

Labour market and economic data

42. The Tribunal considered relevant labour market and economic data as well as the State Government's economic forecast in order to determine an economically sustainable adjustment to the current payments made or reimbursed to elected council members.

Questionnaire results

43. Approximately 84 per cent of local governments and regional local governments responded to the Tribunal's questionnaire regarding the fees, expenses and allowances paid to elected council members. This gave the Tribunal a reasonably high level of confidence in the data provided with the caveat that the Tribunal's executive did not have the opportunity to verify the information provided in each individual response.
44. The questionnaire requested information regarding the gender and age of current local government elected council members. A total of 1115 elected members were reported, comprising of 776 males and 339 females. The majority of elected council members (62 per cent) were reported as being aged between 45 and 64, whereas only 5 per cent were reported as being aged between 18 and 34. The results, albeit unsurprising, highlight the growing need for local governments to attract a more diverse range of people to the role of elected council member.
45. Overall, data obtained via the questionnaire produced similar results and trends to the 2013 inquiry, with local governments allocated to the same classification band often determining comparable levels of entitlements for their elected council members. The most notable difference was that the maximum annual attendance fees and annual allowances claimed this financial year were substantially greater given the increase awarded in the Tribunal's 2013 determination.
46. All band 1 and approximately 83 per cent of band 2 respondents reported that their elected council members claimed an annual attendance fee in lieu of council and committee meeting fees. Of these, 71 per cent of band 1 and 52 per cent of band 2 claimed the maximum of their awarded annual attendance fee. In band 3, 87 per cent of elected council members claimed an annual attendance fee, with approximately 10 per cent claiming the maximum amount. While the number of band 4 elected council members who claimed an annual attendance fee has risen since 2013 (48 per cent compared to 36 per cent), only one local government has claimed the maximum amount. Six regional local government respondents claimed an annual attendance fee, with four receiving the maximum amount of \$10,000.
47. Four local governments indicated that some or all of their elected council members had either waived or elected to only receive part of their entitlements for meeting attendance.
48. With regards to the additional allowance for mayors/presidents and their deputies, all band 1 and 45 per cent of band 2 respondents received an annual allowance. Of these, 65 per cent of band 1 and 41 per cent of band 2 claimed their maximum entitlement. In band 3, 90 per cent of mayors/presidents and their deputies claimed an annual allowance, with approximately 12 per cent claiming the maximum amount. In band 4, 85 per cent of mayors/presidents and their deputies claimed an annual allowance, with four per cent claiming the maximum. The annual allowance figures claimed by band 4 mayors/presidents had the greatest variance of all the bands, with amounts ranging between \$500 to \$19,000.

49. The Tribunal notes that numerous local governments did not provide information regarding their total operating revenue for the 2012-13 financial year in addition to the annual allowances received by their mayors/presidents/chairpersons and deputies. This made it difficult to assess compliance with the Tribunal's 2013 determination.
50. In this regard, the Tribunal reminds local governments that the method for calculating annual allowances was initially outlined in its 2013 determination and replaced previous calculations under the LG Regulations. Since 1 July 2013, the maximum annual allowance that could be paid to a mayor/president/chairperson should not have exceeded the range stated in Table 7 of the Tribunal's 2013 determination or 0.2 per cent of the local government's operating revenue for the 2012-13 financial year, whichever was the lesser amount. This differs from the LG Regulations which previously provided for annual allowances of between \$600 to \$12,000 or 0.002 of operating revenue, whichever was the greater amount, but not more than \$60,000.
51. Local governments are required to apply the Tribunal's determination when calculating annual allowances for mayors/presidents/chairpersons. This is particularly important given the flow on effects which may result if an annual allowance is also awarded to the deputy mayor/president/chairperson (to be not more than 25 per cent of the annual allowance awarded to the mayor/president/chairperson).
52. Additional measures which come to the attention of the Tribunal may be utilised to ensure any aspects of non-compliance with its determinations are raised with the appropriate authority.
- Annual review process and provision of data to the Tribunal**
53. The Tribunal will annually request information regarding the amounts of fees, expenses and allowances paid to local governments and regional local government elected council members.
54. When the questionnaire for this 2014 inquiry was conducted, the Tribunal was unable to request actual figures relating to the reimbursement of expenses as it had not been a complete financial year since the 2013 determination was issued.
55. Local governments and regional local governments are advised to record all figures relevant to each section of the determination, including reimbursement figures relating to the 2013-14 financial year, as this information will be requested as part of the Tribunal's 2015 inquiry.

CONCLUSIONS

56. During the course of this inquiry, the Tribunal received feedback that the increases awarded in the 2013 determination acknowledged the workload and responsibilities of elected council members, mayors, presidents and chairpersons across a range of different sized local governments.
57. The Tribunal has determined a general adjustment of 3 per cent to the maximum ranges of the council meeting fees, committee meeting and prescribed meeting fees, annual attendance fees in lieu of council and committee meeting fees and the annual allowances for mayors, presidents and chairpersons. All adjustments to the maximum ranges have been rounded to the nearest dollar and are effective 1 July 2014.

58. The Tribunal considers that an increase of 3 per cent is sufficient given the current economic climate and the substantial increases awarded in the 2013 determination. The Tribunal's decision also takes into account information provided by local governments and regional local governments throughout the inquiry process and maintains the understanding that there is a recognised element of community service associated with the role of elected council member.
59. In light of the above, the Tribunal advises that a local government would have to satisfy itself that there was sound justification to award elected council members an increase within their allocated band range which was in excess of 3 per cent.
60. The Tribunal has maintained a separate annual allowance for the Lord Mayor in recognition of the significant ceremonial and civic responsibilities associated with being a representative of the State's capital city and involved in state and national planning initiatives. The 3 per cent general adjustment is therefore also applicable to the maximum range of the annual allowance awarded to the Lord Mayor.
61. The minimum ranges outlined for the abovementioned entitlements in the Tribunal's determination have been maintained in order to prevent placing undue pressure on those local governments which may not have the financial capacity to pay increased amounts.
62. In continuing to set minimum and maximum amounts, the Tribunal has maintained the ability for local governments and regional local governments to exercise discretion in setting particular amounts within the ranges outlined in this determination.
63. The Tribunal has found that the current classification framework and band allocation model have been effective and that no further amendment is warranted at this time. Regional local governments will continue to be provided with a single range of fees and allowances rather than in accordance with the band allocation awarded to them under the Tribunal's 2013 determination for local government CEOs.
64. After considering all of the relevant information, the Tribunal has increased the classification for the City of Kwinana from Band 2 to Band 1. The Tribunal considered a range of factors including the City's increased levels of work value, growth and responsibility outlined in their submission and in data collected by the Tribunal. Whilst the Tribunal is mindful that the City may be impacted by the State Government's metropolitan reform program, the extent of the change will only be understood once recommendations have been made by the Local Government Advisory Board and accepted by the Minister for Local Government. The increases in work value, growth and responsibility factors were considered significant enough to warrant reclassification at this time.
65. Aside from the City of Kwinana, the Tribunal has maintained the classifications awarded to all local governments and regional local governments. Although several local governments demonstrated increases in terms of operating expenditure, FTE and population, they were not considered significant or consistent enough to warrant an increase in classification at present.
66. The annual attendance fees in lieu of council meeting and committee meeting attendance fees have been amended to include meetings of a prescribed nature as defined in Regulation 30(3A) of the LG Regulations. However, the Tribunal did not consider it necessary that the inclusion of prescribed meetings required the maximum ranges of the annual attendance fees to be increased beyond the 3 per cent general adjustment.

67. The Tribunal reinforces its preference for the reimbursement of actual expenses wherever possible and accordingly, has maintained the annual allowances for information and communication technology (ICT) and travel and accommodation provided for in the 2013 determination. Although these annual allowance are to be paid in lieu of reimbursement of such expenses, the Tribunal maintains the fundamental principle that elected council members should not be out of pocket for expenses properly incurred in the fulfilment of their duties and that any expense incurred beyond the annual allowance amount received should continue to be reimbursed in accordance with the LG Regulations.
68. In conclusion, the Tribunal would like to acknowledge those who provided information to this inquiry. This enabled the Tribunal to appreciate the issues impacting various local governments and the wider sector, and also gain feedback regarding the effectiveness of its inaugural determination into the fees, expenses and allowances of elected council members.
69. The Tribunal also wishes to thank Ms Jennifer Mathews, Director General DLGC, for the invaluable advice and assistance provided by herself and her staff, and express their appreciation to the former Executive Officer, Mr John Lukin, and the current Executive team for the research and dedication that has enabled the compilation of this determination.

Attachment

The determination will now issue.

Signed this 18th day of June 2014.

W S Coleman AM
CHAIRMAN

C A Broadbent
MEMBER

B J Moore
MEMBER

SALARIES AND ALLOWANCES TRIBUNAL

Attachment

**DETERMINATION FOR LOCAL GOVERNMENT
ELECTED COUNCIL MEMBERS PURSUANT TO
SECTION 7B OF THE *SALARIES AND ALLOWANCES ACT 1975***

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Explanatory Notes

PART 1: INTRODUCTORY MATTERS

This Part deals with some matters that are relevant to the determination generally.

1.1 Short title

This determination may be cited as the *Local Government Elected Council Members Determination No. 1 of 2014*.

1.2 Commencement

This determination comes into operation on 1 July 2014.

1.3 Content and intent

- (1) This determination provides for the amount of fees, expenses and allowances to be paid or reimbursed under the *Local Government Act 1995* ('the LG Act') Part 5 Division 8 to elected council members. The determination applies to elected council members who are members of the council of a local government. Under the LG Act section 3.66, it also applies to elected council members who are members of the council of a regional local government.
- (2) Where the Tribunal has determined a specific amount for a fee, expense or allowance for elected council members of a local government or regional local government, the amount determined by the Tribunal will be payable to an eligible elected council member.
- (3) Where the Tribunal has determined a minimum and maximum amount for a fee, expense or allowance for elected council members of a local government or regional local government, each local government or regional local government council will set an amount within the relevant range determined and the amount set will be payable to an eligible elected council member.
- (4) The fees, expenses and allowances determined are intended to recognise the responsibilities of elected council members, mayors and presidents of local governments and chairmen of regional local governments and to remunerate them for the performance of the duties associated with their office.

1.4 Terms used

In this determination, unless the contrary intention appears -

chairman means a person who is elected or appointed from among the members of a council of a regional local government as its chairman;

committee meeting means a meeting of a committee of a council where the committee comprises -

- (a) council members only; or
- (b) council members and employees of the local government or regional local government;

council –

- (a) in relation to a local government, means the council of the local government;
- (b) in relation to a regional local government, means the council of the regional local government;

council member –

- (a) in relation to a local government –
 - (i) means a person elected under the LG Act as a member of the council of the local government; and
 - (ii) includes the mayor or president of the local government;

- (b) in relation to a regional local government –

- (i) means a person elected under the LG Act as a member of the council of a local government and who is a member of the council of the regional local government; and

- (ii) includes the chairman of the regional local government;

LG Regulations means the *Local Government (Administration) Regulations 1996*;

mayor means a council member holding the office of mayor, whether elected by the council from amongst its members or elected by the electors;

operating revenue means revenue that is operating revenue for the purposes of the Australian Accounting Standards made and amended from time to time by the Australian Accounting Standards Board;

president means a council member holding the office of president, whether elected by the council from amongst its members or elected by the electors.

1.5 Pro rata payments

The amount of a person's entitlement to an annual attendance fee or annual allowance specified in this determination shall be apportioned on a pro rata basis according to the portion of a year that the person holds office as a council member and is eligible for the relevant annual attendance fee or annual allowance.

1.6 Local government band allocations

Unless the contrary intention appears, local governments are allocated in this determination to the bands set out in Schedule 1 of this determination. Regional local governments are not allocated to bands.

Attachment

PART 2: MEETING ATTENDANCE FEES

This Part deals with fees payable to council members for attendance at council meetings and meetings as set out in section 5.98(1) and (2A) of the LG Act and regulation 30(3A) of the LG Regulations.

In particular it deals with fees for attendance at the following meetings –

- (a) council meetings;*
- (b) council committee meetings;*
- (c) Western Australian Local Government Association (WALGA) Zone meetings;*
- (d) Main Roads Western Australia Regional Road Group meetings*
- (e) regional local government meetings where an elected council member is deputising;*
- (f) meetings attended at the request of a Minister of the Crown;*
- (g) meetings where an elected council member is a delegate of the council.*

2.1 GENERAL

- (1) Pursuant to section 5.98(1)(a) of the LG Act, a council member who attends a council meeting is entitled to be paid the fee set by the local government or the regional local government within the range determined in section 2.2 of this Part for council meeting attendance fees.
- (2) Pursuant to section 5.98(1)(b) and (2A)(b) of the LG Act, a council member who attends a committee meeting or (at the request of the local government or regional local government) a meeting of a type prescribed in regulation 30(3A) of the LG Regulations is entitled to be paid the fee set by the local government or regional local government within the range determined in section 2.3 of this Part for attending committee meetings or, as the case requires, meetings of that type.
- (3) Each of the following meetings is a type of meeting prescribed in regulation 30(3A) of the LG Regulations -
 - (a) meeting of a WALGA Zone, where the council member is representing a local government as a delegate elected or appointed by the local government;
 - (b) meeting of a Regional Road Group established by Main Roads Western Australia, where the council member is representing a local government as a delegate elected or appointed by the local government;

- (c) council meeting of a regional local government where the council member is the deputy of a member of the regional local government and is attending in the place of the member of the regional local government;
 - (d) meeting other than a council or committee meeting where the council member is attending at the request of a Minister of the Crown who is attending the meeting;
 - (e) meeting other than a council meeting or committee meeting where the council member is representing a local government as a delegate elected or appointed by the local government.
- (4) Pursuant to section 5.99 of the LG Act, a local government or regional local government may decide by an absolute majority that instead of paying council members an attendance fee referred to in section 5.98(1) of the LG Act, it will pay all council members who attend council or committee meetings a fee set within the range for annual fees determined in section 2.4 of this Part.
- (5) Regulation 30(3C) of the LG Regulations prevents the payment of a fee to a council member for attending a meeting of a type prescribed in regulation 30(3A) of those regulations if –
- (a) the person who organises the meeting pays the council member a fee for attending the meeting; or
 - (b) the council member is paid an annual fee in accordance with section 5.99 of the LG Act; or
 - (c) the council member is deputising for a council member at a meeting of a regional local government and the member of the regional local government is paid an annual fee in accordance with section 5.99 of the LG Act.
- (6) In determining the fees set out in this Part, the Tribunal has taken into account a range of factors including –
- (a) the time required to prepare adequately for the meetings including consideration of agenda papers, site visits related to agenda items and consultation with council staff and community members;
 - (b) the role of the council member, mayor or president including, but not limited to, representation, advocacy, and oversight and determination of policy and local legislation;
 - (c) particular responsibilities associated with the types of meetings attended;
 - (d) responsibilities of a mayor, president or chairman to preside over meetings; and

- (e) the relative “size” of the local government as reflected in the Tribunal’s local government banding model.
- (7) The Tribunal has not determined a specific meeting attendance fee for the purposes of section 5.98(1)(a) or (2A)(a) of the LG Act.

2.2 COUNCIL MEETING ATTENDANCE FEES – PER MEETING

- (1) The ranges of fees in Table 1 and Table 2 apply where a local government or regional local government decides by an absolute majority to pay a council member a fee referred to in section 5.98(1)(b) of the LG Act for attendance at a council meeting.

Table 1: Council meeting fees per meeting – local governments

For a council member other than the mayor or president			For a council member who holds the office of mayor or president	
Band	Minimum	Maximum	Minimum	Maximum
1	\$600	\$773	\$600	\$1,159
2	\$363	\$567	\$363	\$760
3	\$188	\$400	\$188	\$618
4	\$88	\$232	\$88	\$477

Table 2: Council meeting fees per meeting – regional local governments

For a council member other than the chairman		For a council member who holds the office of chairman	
	Minimum	Maximum	Maximum
All regional local governments	\$88	\$232	\$477

2.3 COMMITTEE MEETING AND PRESCRIBED MEETING ATTENDANCE FEES – PER MEETING

- (1) The ranges of fees in Table 3 and Table 4 apply where a local government or regional local government decides to pay a council member a fee referred to in –
- (a) section 5.98(1)(b) of the LG Act for attendance at a committee meeting; or
 - (b) section 5.98(2A)(b) of the LG Act for attendance at a meeting of a type prescribed in regulation 30(3A) of the LG Regulations.

Table 3: Committee meeting and prescribed meeting fees per meeting – local governments

For a council member (including the mayor or president)		
Band	Minimum	Maximum
1	\$300	\$386
2	\$181	\$283
3	\$94	\$200
4	\$44	\$116

Table 4: Committee meeting and prescribed meeting fees per meeting – regional local governments

For a council member (including the chairman)		
	Minimum	Maximum
All regional local governments	\$44	\$116

2.4 ANNUAL ATTENDANCE FEES IN LIEU OF COUNCIL MEETING, COMMITTEE MEETING AND PRESCRIBED MEETING ATTENDANCE FEES

- (1) The ranges of fees in Table 5 and Table 6 apply where a local government or regional local government decides by an absolute majority that, instead of paying council members an attendance fee referred to in section 5.98 of the LG Act, it will pay all council members who attend council, committee or prescribed meetings an annual fee.

Table 5: Annual attendance fees in lieu of council meeting, committee meeting and prescribed meeting attendance fees – local governments

For a council member other than the mayor or president			For a council member who holds the office of mayor or president	
Band	Minimum	Maximum	Minimum	Maximum
1	\$24,000	\$30,900	\$24,000	\$46,350
2	\$14,500	\$22,660	\$14,500	\$30,385
3	\$7,500	\$15,965	\$7,500	\$24,720
4	\$3,500	\$9,250	\$3,500	\$19,055

Table 6: Annual attendance fees in lieu of council meeting, committee meeting and prescribed meeting attendance fees – regional local governments

For a council member other than the chairman			For a council member who holds the office of chairman	
	Minimum	Maximum	Minimum	Maximum
All regional local governments	\$1,750	\$10,300	\$1,750	\$15,450

**PART 3: ANNUAL ALLOWANCE FOR A MAYOR, PRESIDENT,
CHAIRMAN, DEPUTY MAYOR, DEPUTY PRESIDENT AND DEPUTY
CHAIRMAN**

This Part deals with annual allowances payable to mayors, presidents, chairmen and their deputies in addition to any entitlement to meeting attendance fees or the reimbursement of expenses pursuant to section 5.98 of the LG Act.

In particular, this Part deals with –

- (a) the entitlement of a mayor, president or chairman to an additional allowance; and*
- (b) the discretion of a local government or regional local government to pay an additional allowance to a deputy mayor or deputy president or deputy chairman.*

3.1 GENERAL

- (1) Pursuant to section 5.98(5) of the LG Act, the mayor or president of a local government and the chairman of a regional local government are entitled, in addition to any fees or reimbursement of expenses payable under section 5.98(1) or (2), to be paid the annual allowance set by the local government or regional local government within the range determined in section 3.2 of this Part.
- (2) Pursuant to section 5.98A(1) of the LG Act, a local government or regional local government may decide by an absolute majority to pay the deputy mayor or deputy president of the local government, or the deputy chairman of the regional local government, an allowance of up to the percentage that is determined by the Tribunal of the annual allowance to which the mayor or president of the local government, or the chairman of the regional local government, is entitled under section 5.98(5) of the LG Act. That percentage is determined in section 3.3 of this Part. This allowance is in addition to any fees or reimbursement of expenses payable to the deputy mayor, deputy president or deputy chairman under section 5.98 of the LG Act.
- (3) In determining the allowances set out in this Part, the Tribunal has taken into account a range of factors including the following –
 - (a) the leadership role of the mayor, president or chairman;
 - (b) the statutory functions for which the mayor, president or chairman is accountable;
 - (c) the ceremonial and civic duties required of the mayor, president or chairman, including local government business related entertainment;
 - (d) the responsibilities of the deputy mayor, deputy president or deputy chairman when deputising;

- (e) the relative “size” of the local government as reflected in the Tribunal’s local government banding model;
- (f) the civic, ceremonial and representation duties particular to the Lord Mayor of Western Australia’s capital city.

3.2 ANNUAL ALLOWANCE FOR A MAYOR, PRESIDENT OR CHAIRMAN

- (1) The ranges of allowances in Table 7 apply where a local government sets the amount of the annual local government allowance to which a mayor or president is entitled under section 5.98(5) of the LG Act, subject to subsections (3) and (4).
- (2) The range of allowances in Table 8 apply where a regional local government sets the amount of the annual local government allowance to which a chairman is entitled under section 5.98(5) of the LG Act, subject to subsection (5).
- (3) Despite the provisions of subsection (1), the Perth City Council is to set the amount of the annual local government allowance to which the Lord Mayor is entitled within the range of \$60,000 to \$133,900.
- (4) The maximum annual local government allowance for a mayor or president of a local government shall not exceed the maximum allowance applicable to that local government in Table 7 or 0.2 per cent of the local government’s operating revenue for the 2013-14 financial year, whichever is the lesser.
- (5) The maximum annual local government allowance for a chairman of a regional local government shall not exceed the maximum allowance applicable to that regional local government in Table 8 or 0.2 per cent of the regional local government’s operating revenue for the 2013-14 financial year, whichever is the lesser.

Table 7: Annual allowance for a mayor or president of a local government

For a mayor or president		
Band	Minimum	Maximum
1	\$50,000	\$87,550
2	\$15,000	\$61,800
3	\$1,000	\$36,050
4	\$500	\$19,570

Table 8: Annual allowance for a chairman of a regional local government

For a chairman		
	Minimum	Maximum
All regional local governments	\$500	\$19,570

3.3 ANNUAL ALLOWANCE FOR A DEPUTY MAYOR, DEPUTY PRESIDENT OR DEPUTY CHAIRMAN

- (1) The percentage determined for the purposes of section 5.98A(1) of the LG Act is 25 per cent.

Attachment

PART 4: EXPENSES TO BE REIMBURSED

This Part deals with expenses for which council members are entitled to be reimbursed pursuant to section 5.98(2) of the LG Act.

In particular, this Part deals with –

- (a) expense reimbursements prescribed specifically in regulation 31(1) of the LG Regulations that must be paid by a local government or regional local government when claimed by a council member (i.e. telephone and facsimile rental, child care and travel); and*
- (b) expense reimbursements prescribed in general terms in regulation 32(1) of the LG Regulations that may be approved by a local government or regional local government and claimed by a council member.*

4.1 GENERAL

- (1) Pursuant to section 5.98(2)(a) and (3) of the LG Act, a council member who incurs an expense of a kind prescribed in regulation 31(1) of the LG Regulations is entitled to be reimbursed for the expense to the extent determined in section 4.2(1) to (5) of this Part.
- (2) Regulation 31(1) of the LG Regulations prescribes the following kinds of expenses that are to be reimbursed:
 - (a) rental charges incurred by a council member in relation to one telephone and one facsimile machine; and
 - (b) child care and travel costs incurred by a council member because of the member's attendance at a council meeting or a meeting of a committee of which he or she is also a member.
- (3) Pursuant to section 5.98(2)(a) and (3) of the LG Act, a council member who incurs an expense of a kind prescribed in regulation 31(1) of the LG Regulations is entitled to be reimbursed for the expense to the extent determined in section 4.2(6) and (7) of this Part.
- (4) Regulation 32(1) of the LG Regulations prescribes the following kinds of expenses that may be approved by a local government for reimbursement –
 - (a) an expense incurred by a council member in performing a function under the express authority of the local government;

- (b) an expense incurred by a council member to whom paragraph (a) applies by reason of the council member being accompanied by not more than one other person while performing the function if, having regard to the nature of the function, the local government considers that it is appropriate for the council member to be accompanied by that other person;
- (c) an expense incurred by a council member in performing a function in his or her capacity as a council member.

4.2 EXTENT OF EXPENSES TO BE REIMBURSED

- (1) The extent to which a council member can be reimbursed for rental charges in relation to one telephone and one facsimile machine is the actual expense incurred by the council member.
- (2) The extent to which a council member can be reimbursed for child care costs incurred because of attendance at a meeting referred to in regulation 31(1)(b) of the LG Regulations is the actual cost per hour or \$25 per hour, whichever is the lesser amount.
- (3) The extent to which a council member of a local government can be reimbursed for travel costs referred to in regulation 31(1)(b) of the LG Regulations is –
 - (a) if the person lives or works in the local government district or an adjoining local government district, the actual cost for the person to travel from the person's place of residence or work to the meeting and back; or
 - (b) if the person does not live or work in the local government district or an adjoining local government district, the actual cost, in relation to a journey from the person's place of residence or work and back —
 - (i) for the person to travel from the person's place of residence or work to the meeting and back; or
 - (ii) if the distance travelled referred to in subparagraph (i) is more than 100 kilometres, for the person to travel from the outer boundary of an adjoining local government district to the meeting and back to that boundary.
- (4) The extent to which a council member of a regional local government can be reimbursed for travel costs referred to in regulation 31(1)(b) of the LG Regulations is the actual cost for the person to travel from the person's place of residence or work to the meeting and back.
- (5) For the purposes of subsections (3) and (4), travel costs incurred while driving a privately owned or leased vehicle (rather than a commercially hired vehicle) are to be calculated at the same rate applicable to the reimbursement of travel costs in the same

or similar circumstances under the *Public Service Award 1992* issued by the Western Australian Industrial Relations Commission as at the date of this determination.

- (6) The extent to which a council member can be reimbursed for child care costs incurred in any of the circumstances referred to in regulation 32(1) of the LG Regulations is the actual cost per hour or \$25 per hour, whichever is the lesser amount.
- (7) The extent to which a council member can be reimbursed for intrastate or interstate travel and accommodation costs incurred in any of the circumstances referred to in regulation 32(1) of the LG Regulations is at the same rate applicable to the reimbursement of travel and accommodation costs in the same or similar circumstances under the *Public Service Award 1992* issued by the Western Australian Industrial Relations Commission as at the date of this determination.

Attachment

PART 5: ANNUAL ALLOWANCES IN LIEU OF REIMBURSEMENT OF EXPENSES

This Part deals with annual allowances that a local government or regional local government may decide to pay, pursuant to section 5.99A of the LG Act, to all council members in lieu of the reimbursement of expenses of a particular type under section 5.98(2) of the LG Act.

In particular, this Part deals with allowances to be paid instead of –

- (a) expense reimbursements prescribed specifically in regulation 31(1) of the LG Regulations that must be paid by a local government or regional local government when claimed by a council member (i.e. telephone and facsimile rental, child care and travel); and*
- (b) expense reimbursements prescribed in general terms in regulation 32(1) of the LG Regulations that may be approved by a local government or regional local government and claimed by a council member.*

5.1 GENERAL

- (1) Pursuant to section 5.99A of the LG Act, a local government or regional local government may decide by absolute majority that instead of reimbursing council members under the LG Act section 5.98(2) for all of a particular type of expense, it will pay all council members, for that type of expense, the annual allowance determined in section 5.2 of this Part or, as the case requires, an annual allowance within the range determined in that section.
- (2) Where a local government or regional local government has decided to pay council members an annual allowance for an expense of a particular type instead of reimbursing expenses of that type under section 5.98(2) of the LG Act, section 5.99A of the LG Act provides for reimbursement of expenses of that type in excess of the amount of the allowance.
- (3) In determining the maximum annual allowance for expenses of a particular type, the Tribunal has taken into account a range of factors including the following:
 - (a) the intent of the allowance to reflect the extent and nature of the expenses incurred and not to result in a windfall gain for council members;
 - (b) the capacity of local governments to set allowances appropriate to their varying operational needs;
 - (c) the particular practices of local governments in the use of information and communication technology (e.g. laptop computers, iPads);

- (d) the varying travel requirements of council members in local governments associated with geography, isolation and other factors.

5.2 ANNUAL ALLOWANCES DETERMINED INSTEAD OF REIMBURSEMENT FOR PARTICULAR TYPES OF EXPENSES

- (1) In this section –

ICT expenses means –

- (a) rental charges in relation to one telephone and one facsimile machine, as prescribed by regulation 31(1)(a) of the LG Regulations; or
- (b) any other expenses that relate to information and communications technology (for example, telephone call charges and internet service provider fees) and that are a kind of expense prescribed by regulation 32(1) of the LG Regulations;

travel and accommodation expenses means –

- (a) travel costs, as prescribed by regulation 31(1)(b) of the LG Regulations; or
- (b) any other expenses that relate to travel or accommodation and that are a kind of expense prescribed by regulation 32(1) of the LG Regulations.

- (2) For the purposes of section 5.99A(b) of the LG Act, the minimum annual allowance for ICT expenses is \$500 and the maximum annual allowance for ICT expenses is \$3,500.
- (3) For the purposes of section 5.99A(a) of the LG Act, the annual allowance for travel and accommodation expenses is \$50.

SCHEDULE 1: LOCAL GOVERNMENT BAND ALLOCATIONS

LOCAL GOVERNMENT	BAND
Albany City	2
Armadale City	1
Ashburton Shire	2
Augusta-Margaret River Shire	2
Bassendean Town	3
Bayswater City	1
Belmont City	2
Beverley Shire	4
Boddington Shire	4
Boyup Brook Shire	4
Bridgetown-Greenbushes Shire	3
Brookton Shire	4
Broome Shire	2
Broomehill-Tambellup Shire	4
Bruce Rock Shire	4
Bunbury City	2
Busseton City	2
Cambridge Town	2
Canning City	2
Capel Shire	2
Carnamah Shire	4
Carnarvon Shire	2
Chapman Valley Shire	4
Chittering Shire	3
Claremont Town	3
Cockburn City	1
Collie Shire	3
Coolgardie Shire	3
Coorow Shire	4
Corrigin Shire	4
Cottesloe Town	3
Cranbrook Shire	4
Cuballing Shire	4
Cue Shire	4
Cunderdin Shire	4
Dalwallinu Shire	4
Dandaragan Shire	3
Dardanup Shire	3
Denmark Shire	3
Derby-West Kimberley Shire	2
Donnybrook Balingup Shire	3

LOCAL GOVERNMENT	BAND
Dowerin Shire	4
Dumbleyung Shire	4
Dundas Shire	4
East Fremantle Town	3
East Pilbara Shire	2
Esperance Shire	2
Exmouth Shire	3
Fremantle City	1
Gingin Shire	3
Gnowangerup Shire	4
Goomalling Shire	4
Gosnells City	1
Greater Geraldton City	1
Halls Creek Shire	3
Harvey Shire	2
Irwin Shire	3
Jerramungup Shire	4
Joondalup City	1
Kalamunda Shire	2
Kalgoorlie-Boulder City	1
Katanning Shire	3
Kellerberrin Shire	3
Koolberrin Shire	3
Kooniberrin Shire	3
Kondinin Shire	4
Koorda Shire	4
Kulin Shire	4
Kwinana City	1
Lake Grace Shire	4
Laverton Shire	3
Leonora Shire	3
Mandurah City	1
Manjimup Shire	3
Meekatharra Shire	3
Melville City	1
Menzies Shire	4
Merredin Shire	3
Mingenew Shire	4
Moora Shire	3
Morawa Shire	4
Mosman Park Town	3
Mount Magnet Shire	4
Mount Marshall Shire	4
Mukinbudin Shire	4
Mundaring Shire	2

LOCAL GOVERNMENT	BAND
Murchison Shire	4
Murray Shire	3
Nannup Shire	4
Narembeen Shire	4
Narrogin Shire	4
Narrogin Town	3
Nedlands City	2
Ngaanyatjarraku Shire	4
Northam Shire	2
Northampton Shire	4
Nungarin Shire	4
Peppermint Grove Shire	4
Perenjori Shire	4
Perth City	1
Pingelly Shire	4
Plantagenet Shire	3
Port Hedland Town	1
Quairading Shire	4
Ravensthorpe Shire	3
Rockingham City	1
Rockingham Shire	1
Sarstotone Shire	3
Serpentine-Jarrahdale Shire	3
Shark Bay Shire	4
South Perth City	2
Stirling City	1
Subiaco City	2
Swan City	1
Tammin Shire	4
Three Springs Shire	4
Toodyay Shire	3
Trayning Shire	4
Upper Gascoyne Shire	4
Victoria Park Town	2
Victoria Plains Shire	4
Vincent Town	2
Wagin Shire	4
Wandering Shire	4
Wanneroo City	1
Waroon Shire	3
West Arthur Shire	4
Westonia Shire	4
Wickepin Shire	4
Williams Shire	4
Wiluna Shire	4

LOCAL GOVERNMENT	BAND
Wongan Ballidu Shire	4
Woodanilling Shire	4
Wyalkatchem Shire	4
Wyndham-East Kimberley Shire	2
Yalgoo Shire	4
Yilgarn Shire	3
York Shire	3

Attachment

Signed this 18th day of June 2014.

W S Coleman AM
CHAIRMAN

C A Broadbent
MEMBER

B J Moore
MEMBER

SALARIES AND ALLOWANCES TRIBUNAL

Attachment

SCHEDULE 2: LOCAL GOVERNMENT NON-RESPONDENTS

- Shire of Coorow
- Shire of Cue
- Shire of Dalwallinu*
- Shire Dandaragan
- Shire of Derby- West Kimberley
- Shire of East Pilbara
- Shire of Gnowangerup
- Shire of Kent*
- Shire of Lake Grace*
- Shire of Mukinbudin
- Shire of Narembeen*
- Shire of Nungarin*
- Shire of Waroona
- Shire of Westonia*
- Shire of Wongan-Ballidu
- Shire of Woodanilling
- Shire of Wyndham- East Kimberley
- Shire of Yalgoo
- Shire of Trayning
- Town of Mannam
- Town of Vincent
- Western Metropolitan Regional Council

The asterisk (*) indicates those local governments who did not respond to either the Tribunal's 2013 or 2014 inquiry into the fees, expenses and allowances of elected council members.

EXPLANATORY NOTES

This section does not form part of the determination

1. Entitlements

The entitlement of a council member to a fee, allowance or reimbursement of an expense established under the LG Act, the LG Regulations and this determination, cannot be proscribed, limited or waived by a local government. Any eligible claim against those entitlements is to be paid in accordance with the applicable financial procedures of the local government.

2. Local governments to set amounts within the range determined

Where the Tribunal has determined a minimum and maximum amount for a fee, expense or allowance for members of the council of a local government or a regional local government, each council is to set, by absolute majority, an amount within the relevant range determined and the amount set will be payable to elected council members.

3. Superannuation

Nothing in this determination establishes a liability for the payment of superannuation by local governments. Elected council members are eligible for superannuation payments if their council has resolved unanimously to become an Eligible Local Governing Body (ELGB) pursuant to section 221A and section 221B of the *Income Tax Assessment Act 1936* (Cwlth). Where the council is an ELGB, it is deemed to have an employer/employee relationship with its elected council members and this attracts the application of a number of statutory obligations. Alternative arrangements described in Australian Taxation Office (ATO) Interpretative Decision ATO ID 2007/205 allow for elected council members and councils to agree for whole or part of meeting attendance fees to be paid into a superannuation fund. Where the council is an ELGB, fees for attendance at council, committee and prescribed meetings (whether paid via a per meeting fee or annual allowance) are to be inclusive of any superannuation guarantee liability. This information is not published by way of legal or financial advice.

Policy Number:	ADM 10
Policy Type:	Administration Policy
Policy Name:	Councillor Fees and Reimbursements
Policy Owner:	Manager Corporate Services

Authority Local Government Act Section 5.98

POLICY

Meeting Attendance Fees

The Shire President shall be entitled to \$150 for attendance at each Council meeting.

Councillors shall be entitled to \$88 for attendance at each Council meeting.

Councillors shall be entitled to \$44 for attendance at each Committee meeting.

Presidential Annual Allowance

The Presidential Annual Allowance shall be \$8,000 per annum.

Deputy Presidential Annual Allowance

The Annual Allowance payable to the Deputy Shire President shall be \$2,000, equivalent to 25% of the allowance payable to the Shire President.

Expenses for Reimbursement

That prescribed expenses shall be:

1. The reimbursement of all Council related phone calls for the Shire President from the Presidential Allowance.
2. An annual allocation of \$1,300 for the Shire President and \$1,100 to Councillors to offset the expenses associated with private ownership of a computer and associated peripherals, software and telecommunications costs.

Councillors' Mileage

A Council vehicle, if available, will be provided to transport members to meetings at which the Council is a delegate, provided that the car is driven by a Councillor or a staff member and that the use does not clash with other Council business.

A Council vehicle may be driven by a Councillor's partner while travelling to and from Nannup and while the Councillor is attending Council business provided that such use shall only be made if the vehicle is not required for the business of Council.

A mileage reimbursement will be made when Councillors use their private vehicles whilst on Council business at the same rate applicable to the reimbursement of travel and accommodation costs in the same or similar circumstances as apply under the *Public Service Award 1992* as amended from time to time.

Councillors shall check the availability of a Shire vehicle for use whilst on Council business prior to using their private vehicle.

Administration

The Councillor Fee and Reimbursement Claim Form shall be used when claiming fees and reimbursements. Claims should be submitted by Councillors on a quarterly basis. No claims made after 31 August that relate to the previous financial year will be deemed invalid.

All claims for reimbursement of expenses such as childminding fees, accommodation costs etc must be supported by a copy of the paid account. This policy will be reviewed by Council following new determinations by the Salaries and Allowances Tribunal.

Related Policies	ADM 6
Related Procedures/Documents	
Delegated Level	
Adopted	OM 22 May 1997.
Last Reviewed	OM 24 July 2014

AGENDA NUMBER:	12.7
SUBJECT:	Sale of Surplus Equipment
LOCATION/ADDRESS:	Nannup Shire
NAME OF APPLICANT:	N/A
FILE REFERENCE:	FNC 8
AUTHOR:	Vic Smith – Manager Corporate Services
REPORTING OFFICER:	Vic Smith – Manager Corporate Services
DISCLOSURE OF INTEREST:	None
DATE OF REPORT	24 June 2014

Attachment 1: List of Surplus Equipment Advertised for Tender

BACKGROUND:

The Chief Executive Officer is delegated authority to dispose of surplus equipment by tender and to report to Council on the result of the tender process.

COMMENT:

A range of surplus equipment was advertised for tender in May 2014. The full list was reported to the April Information Session. As a result of the tender exercise three PC's were disposed of, generating income of \$210. Bids were as follows:

Item	Successful Bid \$
PC#01	10
PC#03	50
PC#05	100
Benchpress	50
Total	<u>210</u>

There being no other bids, the remaining items were disposed of.

STATUTORY ENVIRONMENT: Local Government Act 1995

POLICY AND CONSULTATION IMPLICATIONS: None.

FINANCIAL IMPLICATIONS: Income of \$210.

STRATEGIC IMPLICATIONS: None.

VOTING REQUIREMENTS: Simple majority

RECOMMENDATION:

That the result of the tender process is noted.

OFFICE EQUIPMENT FOR SALE BY TENDER

1. Panasonic NV-SD200 VHS Video Recorder
2. Dictaphone
3. Proliant 24 Port Switch
4. Powerware 3110 Uninterruptible Power Supply (dead battery)
5. 1 Box assorted computer & audio visual cables and connectors
6. Ricoh FAX2000L Fax Machine
7. Teac External USB Floppy Disk Drive
8. DLink Fast Ethernet Print Server
9. HP Dat72 USB Tape Cleaner
10. HP CD Rom Drive (no connecting cables)
11. NEC Express 5800/110Ef Proxy Server (does not boot up)
12. Desktop PC#01, 17" Monitor, Mouse, Keyboard, Windows XP Professional software
13. Desktop PC#02, 17" Monitor, Mouse, Windows XP Professional software
14. Desktop PC#03, 17" Monitor, Mouse, Keyboard, Windows XP Professional software
15. Desktop PC#04, 17" Monitor, Mouse, Keyboard, Windows XP Professional software
16. Desktop PC#05, 17" Monitor, Mouse, Windows XP Professional software (Boots with disk warning error)
17. 2 x Mice
18. 4 x Power cords
19. Eaton 5115 UPS (battery needing replacement)
20. Bench press at Recreation Centre

PC Specifications

	Processor	RAM	HDD
PC#01	1.86 Ghz Dual Core	1Gb	80Gb
PC#02	1.58 Ghz Dual Core	1Gb	80Gb
PC#03	1.86 Ghz Dual Core	1Gb	80Gb
PC#04	3.00 Ghz Dual Core	3.5 Gb	160Gb
PC#05	3.00 Ghz Dual Core	3.5 Gb	160Gb

AGENDA NUMBER:	12.8
SUBJECT:	Write off of Rates – 16 Carey Street
LOCATION/ADDRESS:	Nannup Shire
NAME OF APPLICANT:	N/A
FILE REFERENCE:	A410
AUTHOR:	Vic Smith – Manager Corporate Services
REPORTING OFFICER:	Vic Smith – Manager Corporate Services
DISCLOSURE OF INTEREST:	None
DATE OF REPORT	25 June 2014

Attachment 1: Maps of the property

Attachment 2: Correspondence with the Department of Parks & Wildlife

BACKGROUND:

At its April meeting Council deferred authorising a request to write off the rates relating to 16 Carey Street (Assessment A410 in the rate records) pending further clarification. The request has been made by the Department of Parks and Wildlife (DPaW) on the basis that the property is used as an office and is therefore classed as a government building not subject to rating.

COMMENT:

One of the concerns expressed by Council was that the property appeared to have a very high rate liability for a domestic dwelling. Officers therefore examined the Landgate records to establish the extent of the property covered by the assessment.

Assessment A410 comprises three parcels of land:

1. Lot 51 Warren Road
2. Lot 125 Carey Street
3. Reserve at Lot 316 Kearney Street

It is clear from the maps that the boundaries of the various land parcels as shown do not reflect the physical boundaries as they exist today. The majority of the site comprises the DPaW Depot and a house comprises part of Lot 51. The relevant maps are appended at Attachment 1. The inclusion of the DPaW depot accounts for the high rate liability relating to the site.

In their letter the Department of Parks and Wildlife stated that Lot 51 was being used as an office. An inspection of the property was undertaken on 20 June 2014 and officers are satisfied that the property is being used as an office and not a domestic dwelling. All of the site therefore comprises public buildings and is not

liable for rates. Officers have therefore amended the rate liability from the point when the council was notified of the change of use; this was 6 November 2013.

The reduced liability is \$21,908.77; this includes \$1,641.80 in refuse and recycling charges that remain chargeable whether or not the property is classed as non-rateable. The amount of remission that relates to the property being classed as a public building is therefore \$20,266.97.

Subdivision 7 of Part 6 of the Local Government Act allows a ratepayer to object to a rate notice. Section 6.76(1)(a)(ii) allows for an objection to be raised "*on the basis that the land or part of the land is not rateable land.*" Section 6.76(2) requires that an objection is raised within 42 days of the service of the rate notice, that it identifies the land in question and that it set out in detail the grounds for the objection.

Rate notices for 2013/14 were issued on 1 September 2013, meaning that an objection would need to be received by 12 October 2013 to comply with the requirements above. The initial objection by DPaW was to the Department of Fire and Emergency Services rather than the Council. However, Section 6.76(4) of the Act allows a local government to extend the time for an objection and officers have agreed that it would be reasonable to apply this discretion to resolve the issue of the liability.

Once an objection is received the local government is required by Section 6.76(5) to promptly consider the objection. Clearly it has taken some time to complete the detailed investigations into the property ownership and liability but all the relevant information has now been obtained to enable a decision to be made. Council is able to allow or disallow the objection wholly or in part.

Once Council has made a decision on the matter written notice must be served on the objector outlining its decision and the reasons for it. If the ratepayer is not satisfied with this decision they can appeal to the State Administrative Tribunal within 42 days of receiving the notice.

In this case officers are satisfied that a valid objection has been received for the current financial year and that the property covered by Assessment A410 should be classed as non-rateable from 1 July 2013. However, no valid objection was received prior to 6 November 2013 and the officers' recommendation is that the property be classed as rateable prior to 1 July 2013.

STATUTORY ENVIRONMENT: *Local Government Act 1995 Section 6*

POLICY AND CONSULTATION IMPLICATIONS: None.

FINANCIAL IMPLICATIONS:

The financial implication of the officers' recommendation for this financial year is a reduction of \$4,844.36 in rate revenue for 2013/14. Should Council decide to allow the objection in its entirety rate revenue would be reduced by \$21,805.87, including penalty interest accrued on the outstanding debt.

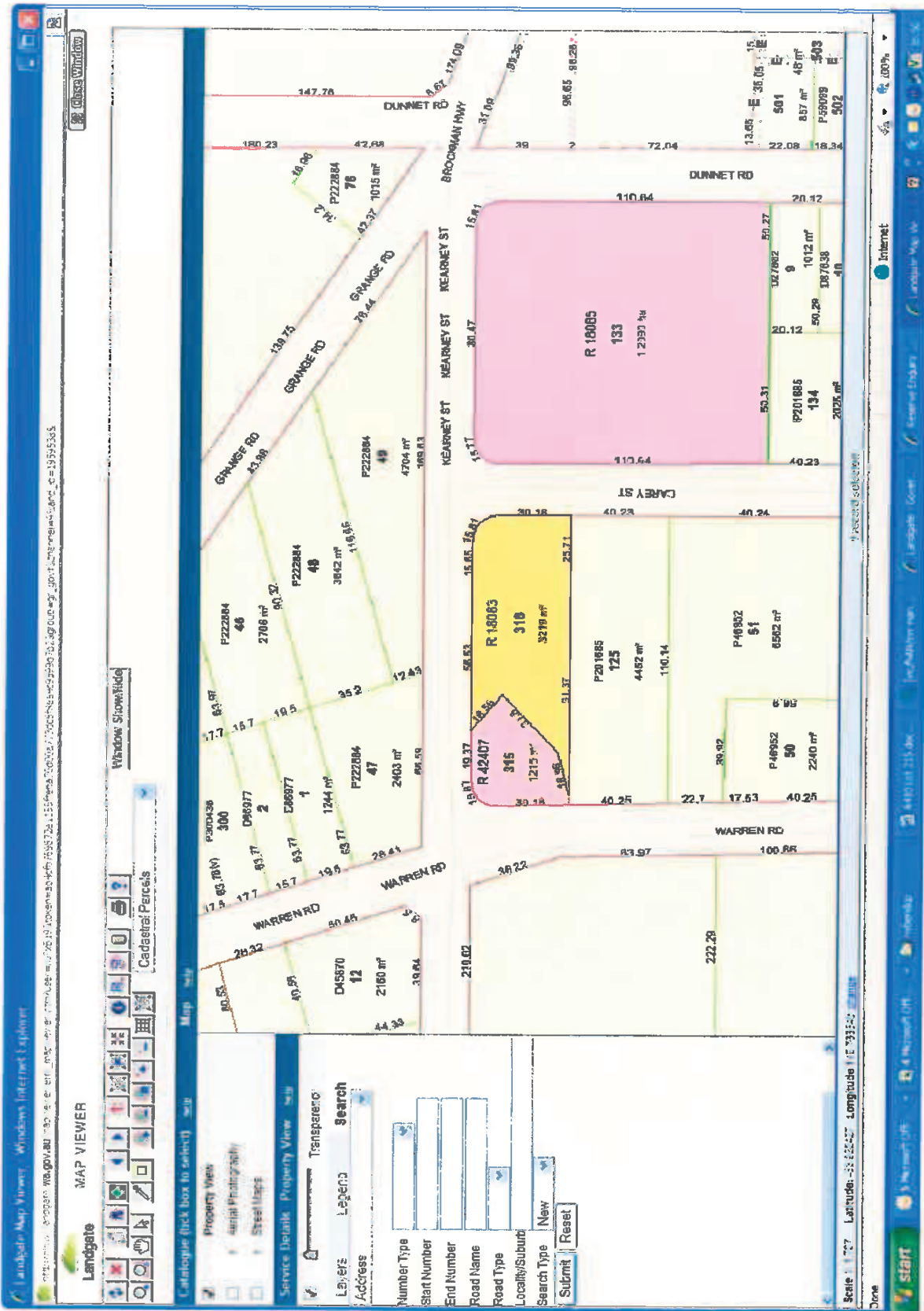
STRATEGIC IMPLICATIONS: None.

VOTING REQUIREMENTS: Absolute majority.

RECOMMENDATION:

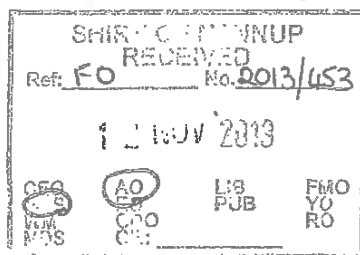
1. In accordance with Section 6.76(5) of the Local Government Act 1995 Council allow the objection to the 2013/14 rate notice and agree to class Assessment A410 as non-rateable with effect from 1 July 2013 on the grounds that the property is a public building.
2. In accordance with Section 6.76(5) of the Local Government Act 1995 Council disallow the objection to the 2010/11, 2011/12 and 2012/13 rate notices on the grounds that no valid objection was received relating to those years and that the rates and associated penalty charges remain due and payable.
3. In accordance with Section 6.77 of the Local Government Act 1995 officers notify the Department of Parks and Wildlife that they have the right to appeal the decision to the State Administrative Tribunal within 42 days of service of the notice of the decision.

[illegible]





Government of Western Australia
Department of Parks and Wildlife
Blackwood District



Your ref:
Our ref:
Enquiries: Brad Commins
Phone: 08 9752 5555
Fax: 08 9752 1432
Email: blackwood@dpaw.wa.gov.au

Chief Executive Officer
Shire of Nannup
2 Adam Street
NANNUP WA 6275

Dear Robert

RATE NOTICES FOR EMERGENCY SERVICES LEVY AND COUNCIL RATES

The Blackwood District of the Department of Parks and Wildlife has received the attached rate notices (A1698,A1699,A410,A851) for the Emergency Services Levy (ESL) and council rates for the property at 16 Carey Street Nannup and three other locations in the Shire of Nannup.

The district has sought advice from the corporate level of the department and received advice and documentation to effect that the ESL is not payable for the properties. I have attached a copy of correspondence from the Department of Fire and Emergency Services, formally FESA, that clear states that government departments should not be charged the ESL by local authorities.

In regards to the former residence at 16 Carey Street Nannup the District is advised that the property, lot 51, is not ratable as it is used as an office which is deemed to be a public building. This has been the case since the house was vacated by the previous tenant Mr. Jim Craigie.

The rate notices are attached for your reference.

If you wish to discuss any aspect of this matter please contact me at the department's Busselton office, telephone 9752 5555.

Yours sincerely


Greg Mair
DISTRICT MANAGER

A1698 } New National Park
A1699 }
A851 CALM

6 November 2013

Busselton Office
14 Queen Street, Busselton WA 6280
Telephone: (08) 9752 5555 Facsimile: (08) 9752 1432
www.dpaw.wa.gov.au

22 May 2014

Our Ref: A410

Mr. Greg Mair
Department of Parks and Wildlife
14 Queen Street
BUSSELTON WA 6280

Dear Greg,

RATES - 16 CAREY STREET

Thank you for your letter concerning the liability for rates and the Emergency Services Levy on several properties within the Shire. My apologies for the length of time it has taken to investigate these matters but hopefully we are getting closer to a resolution.

We agree that assessments A1698, A1699 and A851 should not be subject to either general rates or the ESL. The outstanding ESL on these properties has been written off.

We presented your request to write off the rates on 16 Carey Street (assessment A410) to our March Council meeting. Council were unwilling to agree the request and have asked us to research the issue further.

I have checked the records to Landgate to determine the precise make up of the assessment and I attach prints of the Landgate maps for your information. The assessment comprises three distinct lots:

- Lot 51 Warren Road
- Lot 125 Warren Road
- Lot 316 Carey Street

Lot 51 was sub-divided in August 2005 to separate out Lot 50. It is this lot that is the site of the offices for the Forest Products Commission and is listed on the rating system as assessment A1513.

We have carried out a site inspection and it is clear that the boundaries shown on the Landgate maps do not reflect the current physical position of the properties. For example:

- the part of Lot 51 that fronts Warren Road is physically separated from the rest of the lot.
- Lot 51 contains a vacant house but the property's boundary is smaller than the lot boundary. The property is clearly not being used as an office.
- The remainder of the site, comprising Lot 125, Lot 316 and part of Lot 51 is the CALM depot/workshops.

In the light of the above I've reviewed the exemptions to rates in the Local Government Act 1995. This is covered in Section 6.26 which states that all land within a district is rateable land unless it falls within the definitions set out in S6.26(2). Section 6.26(2)(a)(i) allows an exemption where the land is being held for a public purpose. As the property is being treated as a single property for rating purposes and includes a house it would appear to be properly rateable.

Subdivision 7 of Part 6 of the Local Government Act allows a ratepayer to object to a rate notice. Section 6.76(1)(a)(ii) allows for an objection to be raised *"on the basis that the land or part of the land is not rateable land."* The Shire would then have to consider the objection and if the ratepayer is not satisfied with this decision they can appeal to the State Administrative Tribunal. The Shire has not treated your letter of 6 November as an objection under the Act but it would be reasonable to use that date as the start date for a formal objection given the time that has passed in investigating these matters.

Given Council's refusal to write off the rate debt, there appear to be three avenues open us:

1. Department of Parks and Wildlife accept that the property is rateable and settle the outstanding debt; or
2. Further sub-divide the property to separate out the house from Lot 51 and seek to have the remaining part of Lot 51 and Lots 125 and 316 classed as public buildings not used for a commercial purpose, leaving the house as rateable; or
3. Submit an objection to the rate notice as described above and supplying any additional material that would help to clarify the position. If the Shire still considers the property to be properly rateable then an appeal to the State Administrative Tribunal would clarify the matter for both parties.

Even though this issue appears to date back to 2010/11, I can find no other correspondence relating to the rates on the property. If your letter is the first time that this issue has been formally raised then there are no grounds to consider remission of any rates prior to this financial year. This would also be the case if the second option above is pursued.

The arrears at the time of billing for this year had reached \$17,424.76 and continue to increase with the addition of penalty interest on a daily basis. It would be in your best interest to settle this debt and seek to recover any overpayment in the event that the matter is settled in your favour. This will minimise your liability in the event that the property is determined to be rateable.

Obviously it is in the interests of both organisations to resolve the position on this property and if you have any further material that may be of assistance please let me know. Please feel free to contact me on 9756 1018 if you would like to discuss this further or email me on vic.smith@nannup.wa.gov.au

Yours sincerely,

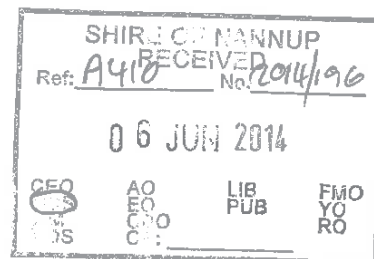
VIC SMITH
MANAGER CORPORATE SERVICES



Government of **Western Australia**
Department of **Parks and Wildlife**
Blackwood District

Your ref: A410
Our ref: 2008/000816
Enquiries: Brad Commins
Phone: 08 9752 5555
Fax: 08 9752 1432
Email: blackwood@dpaw.wa.gov.au

Chief Executive Officer
Shire of Nannup
PO Box 11
Nannup WA 6275



Dear Robert

RATES 16 CAREY STREET

Thank you for the correspondence prepared by your Mr. Vic Smith on the 22 May 2014 concerning the Department of Parks and Wildlife (the department) land holdings in the Town of Nannup. I have carefully reviewed the letter and offer the following information to the Shire.

Lots 51,125 and 316 all contain the working infrastructure of the department's Nannup workcentre. This comprises a workshop, wood machine shop, four buildings for the parking of vehicles, an overseers office, an amenity room, general store and a building that houses three offices, two meeting rooms and computer servers. The house that Mr. Smith refers to ceased being a residence on the 12 April 2010. Up to that date the house was under the control of the Government Regional Officers Housing Authority (GROH) not the department. The department purchased the building at this time and converted it to office accommodation for local staff.

It is understandable that some confusion could be caused by the configuration of the buildings on the various lots however the Shire has correctly identified the lots owned by the department. The house fronting Carey Street is located on Lot 51. The fences around the house were erected many decades ago to facilitate privacy for the tenants of GROH and do not indicate any land being separated from lot 51.

That part of lot 51 that fronts Warren Road is maintained as an amenity area which enhances the public views from Warren road. It is acknowledged that the overseers office, store and vehicle bays are setback from Warren Road however there is connecting gates to the rest of the lot to facilitate management of the area as a part of lot 51.

I would be happy to conduct an inspection of the workcentre with a council officer at any convenient time to clear up any confusion in regards to operation of the site.

Busselton Office
14 Queen Street, Busselton WA 6280
Telephone: (08) 9752 5555 Facsimile: (08) 9752 1432
www.dpaw.wa.gov.au

XDPAWL002

As I understand the matter the Shire is pursuing is associated with the period of time the house on lot 51 was used as a dwelling it is GROH that owned the house and managed all matters associated with the premises. I believe it may be the case that GROH is the agency you may need to engage in your attempts to resolve the matter. The legitimate use of lots 51, 125 and 316 owned by the crown for a public purpose, a works depot for the department, I believe that Section 6.26(2) (a) (1) exempts the properties from being rated.

Thank you for your response to the department's letter and if I can be of any further assistance please contact me at the Busselton office.

Yours sincerely

A handwritten signature in black ink, appearing to be 'Brad Commins', with a long horizontal line extending to the right.

Brad Commins
ACTING DISTRICT MANAGER

3 June 2014

25 June 2014

Our Ref: A410

Mr. Brad Commins
Department of Parks and Wildlife
14 Queen Street
BUSSELTON WA 6280

Dear Brad,

RATES - 16 CAREY STREET

Thank you for your letter of 3 June 2014 providing further information on the ownership and use of the property at 16 Carey Street.

I have carried out an inspection of the property described in the Landgate records as a "house". One of your staff was on site and was able to show me the property and I can confirm that the property is being used as an office and could therefore be classed as a public building.

Thank you for the information concerning the ownership of the property. I note that you took over the property in April 2010. The rate liability was fully settled by the Government Regional Officers Housing Authority and there was no outstanding balance as at 30 June 2010. The entire liability for the arrears therefore lies with the Department of Parks and Wildlife. We have amended the rate liability to make the property non-rateable from 6 November 2013, in line with your letter advising us that the property should be classed as a public building; this reduces the liability to \$21,908.77. Please note that this includes \$1,641.80 in refuse and recycling charges that remain chargeable whether or not the property is classed as non-rateable. I enclose an amended rate notice for your information.

As previously advised Subdivision 7 of Part 6 of the Local Government Act allows a ratepayer to object to a rate notice. Section 6.76(1)(a)(ii) allows for an objection to be raised *"on the basis that the land or part of the land is not rateable land."* The Shire would then have to consider the objection and if the ratepayer is not satisfied with this decision they can appeal to the State Administrative Tribunal.

I am happy to treat your letter of 6 November 2013 as a request under the Act, as outlined above, to remit the entire liability outstanding. I will present the request to Council for determination at its meeting on 24 July 2014. If you have any further evidence that would support your case to have the rates remitted please provide this by Friday 12 July, so that it can be included in the report to the Council meeting. Should Council refuse the request you will then be able to appeal the decision to the State Administrative Tribunal as provided for in Section 6.77 of the Act.

Penalty interest will continue to accrue on the unpaid liability and I would reiterate that it would be in your best interest to settle this debt in order to minimise your liability in the event that you are not successful in your request for remission. Any overpayment will be returned to you if the matter is settled in your favour.

Please feel free to contact me on 9756 1018 if you would like to discuss this further or meet with myself and Robert Jennings or, alternatively, email me on vic.smith@nannup.wa.gov.au

Yours sincerely,

VIC SMITH
MANAGER CORPORATE SERVICES

Year Ending: 30th June 2014

DEPARTMENT OF PARKS AND WILDLIFE
14 QUEEN STREET
BUSSELTON WA 6280

ROBERT JENNINGS

A410

CAREY STREET

51CENTRAL 125 316

CENTRAL

\$54,384.00 - GRV

25.06.2014

NON-RATEABLE				
Emergency Services Levy	0.4300	\$4,844.36	\$12,732.70	\$17,577.06
ESL Category 4, Property Use Industrial, GRV \$54,384		\$233.85	\$690.37	\$18,501.28
Interest				
KERBSIDE RECYCLING	1 @ 125.00	\$1,930.34	\$2,298.47	\$22,730.09
GENERAL RUBBISH	2 @ 165.00	\$125.00	\$369.00	\$23,224.09
ESL PENALTY INTEREST	0.00	\$330.00	\$817.80	\$24,371.89
Interim rate adjustments with an effective date of 06.11.13		\$78.41	\$143.63	\$24,593.93
-NON-RATEABLE				
GST is nil		-\$2,685.16		\$21,908.77

DUE DATE: 25.06.2014

21,908.77

A410

DEPARTMENT OF PARKS AND WILDLIFE

CAREY STREET

21,908.77

6275
1000004100

Shire of Nannup
Ordinary Council Meeting Agenda: 24 July 2014

AGENDA NUMBER:	12.9
SUBJECT:	Monthly Accounts for Payment - June 2014
LOCATION/ADDRESS:	Nannup Shire
NAME OF APPLICANT:	N/A
FILE REFERENCE:	FNC 8
AUTHOR:	Vic Smith – Manager Corporate Services
REPORTING OFFICER:	Vic Smith – Manager Corporate Services
DISCLOSURE OF INTEREST:	None
DATE OF REPORT	15 July 2014

Attachment 1: Schedule of Accounts for Payment – June 2014

BACKGROUND:

The Accounts for Payment for the Nannup Shire Municipal Account fund and Trust Account fund to 30 June 2014 as 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.

There are two corporate credit cards currently in use. A breakdown of this expenditure in the monthly financial report is required to comply with financial regulations. There are no credit card transactions to report for June 2014.

Municipal Account

Accounts paid by EFT	61032 - 6238	\$326,690.97
Accounts paid by cheque	19520 –19519	\$21,912.33
Accounts paid by Direct Debit		\$5,385.74
Sub Total Municipal Account		<u>\$353,989.04</u>

Trust Account

Accounts paid by EFT	\$0.00
Accounts Paid by cheque	\$0.00
Sub Total Trust Account	<u>\$0.00</u>

Total Payments

\$353,989.04

STATUTORY ENVIRONMENT:

LG (Financial Management) Regulation 13

POLICY AND CONSULTATION 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 \$353,989.04 in the attached schedule be endorsed.

SHIRE OF NANNUP
ACCOUNTS FOR PAYMENT - JUNE 2014

EFT/ Cheque	Name	Invoice Description	Amount
EFT6198	SYNERGY	148 STREET LIGHTS	
EFT6199	SUGAR MOUNTAIN ELECTRICAL SERVICES	NANNUP COMMUNITY CENTRE	1,881.65
EFT6200	TRACIE BISHOP	FINANCIAL WORKSHOPS	939.48
EFT6201	WALGA	MARKETFORCE ADVERT APRIL 2014 P/O 14266	489.58
EFT6202	WARREN BLACKWOOD WASTE	YELLOW BINS	432.16
EFT6203	ESPLANADE HOTEL FREMANTLE	ACCOMODATION ROBERT JENNINGS P/O 14269	6,189.08
EFT6204	DEAN GUJA	EH WORK AND TRAVEL 30,07,15,21/05/2014	275.50
EFT6205	CITY & REGIONAL FUELS	08/04/2014 DIESEL	1,600.00
EFT6206	CHRIS WADE	YAC PURCHASES	30,838.48
EFT6207	ROBERT JENNINGS	TRAINING	675.00
EFT6208	QUICK CORPORATE AUSTRALIA	BACK ORDER - WHITEBOARD	66.85
EFT6209	GAS-IT PIPE CONTRACTING	TRAFFIC CONTROLLERS AND VEHICLES	47.36
EFT6210	BILLIE LEONHARDT-LARKIN	COFFEE WORKSHOP	6,590.10
EFT6211	AUSTRALIA'S SOUTHWEST	ASW MEMBERSHIP 2014/15	85.50
EFT6212	ARGOS FIRE SAFETY PTY LTD	P/O 14564 EXTINGUISHER SERVICES	120.00
EFT6213	BJ & FH TOMAS	SUPPLY AND INSTALL ROOF OVER FUEL PUMP AT SHIRE DEPOT	1,016.40
EFT6214	ZANPHIRE PTY LTD	SEA CONTAINER HIRE 20/02/2014-20/03/2014	2,300.00
EFT6215	JOHN CARTER	FUEL AND FOOD REIMBURSEMENT	352.00
EFT6216	EXPRESS SIGNS	A FRAME SIGN-BLANK P/O 14396	87.82
EFT6217	SCOPE BUSINESS IMAGING	NEW PHOTOCOPIER P/O 14554	292.60
EFT6218	CAMPERVAN & MOTOR HOME OF AUSTRALIA	DUMP POINT SIGN PACK	12,419.00
EFT6219	AUSTRALIAN TAXATION OFFICE	BAS	313.00
EFT6220	BLACKWOOD RIVER VALLEY MARKETING ASSOCIATION	ADVERTISING IN ASW'S WINTER DOWN SOUTH PROMOTION	15,666.00
EFT6221	TOLL IPEC ROAD EXPRESS PTY LTD	JASON SIGNMAKING, GREENWAY ENT, SLWA, GERRY GIBBS	300.00
EFT6222	JASON SIGNMAKERS	STREET SIGN BRACKET- BOLTS P/O 14349	110.41
EFT6223	PRESTIGE PRODUCTS	CLEANING PRODUCTS P/O 14148	83.93
EFT6224	SW PRECISION PRINT	SCANNING PHOTOS FOR THE HERITAGE TRAIL BROSHURES P/O 1438	1,811.87
EFT6225	ROD'S AUTO ELECTRICS	SUPPLY PARTS FOR VEHICLE P/O 14470	16.50
EFT6226	SUGAR MOUNTAIN ELECTRICAL SERVICES	P/O 14334 SHIRE OFFICE ADAM STREET GENERATOR UPGRADE	670.50
EFT6227	TRADE HIRE	TRAILER BOOMLIFT AND HARNESS P/O 14563	6,115.51
EFT6228	WESTERN AUSTRALIAN LOCAL GOVERNMENT ASSOCIATION	LG ELECTIONS ENROLL TO VOTE - EV PATMAN P/O 14278	561.00
EFT6229	WORTHY CONTRACTING	P/O 14560 PIT WORKS FOR MOWEN ROAD	1,019.64
EFT6230	ANZ SMART CHOICE - SUPER	Superannuation contributions	36,454.00
EFT6231	WA LOCAL GOVERNMENT SUPERANNUATION PLAN	Superannuation contributions	295.19
EFT6232	DEPARTMENT OF PREMIER AND CABINET	P/O 14149 PUBLICATION OF AMENDMENT 14 IN GAZETTE EDITION 1	14,154.58
EFT6233	EDGE PLANNING & PROPERTY	PLANNING SERVICES BETWEEN 8-21 JUNE 2014	108.80
EFT6234	ANZ SMART CHOICE - SUPER	Superannuation contributions	2,570.70
EFT6235	J & K HOPKINS	P/O 14602 WHITEBOARD	14.29
EFT6236	BEYOND IQ PTY LTD	WORKSHOP FACILITATION ON 18TH JUNE 2014	2,670.00
EFT6237	DEPARTMENT OF FIRE AND EMERGENCY SERVICES	ESL FOR QUARTER IN ACCORDANCE WITH DEPARTMENT OF FIRE AN	4,086.50
EFT6238	WA LOCAL GOVERNMENT SUPERANNUATION PLAN	Superannuation contributions	6,772.78
			6,987.87
EFT PAYMENTS - MUNICIPAL ACCOUNT			326,690.97
19520	NANNUP SPORT & RECREATION ASSOCIATION	KIDSPORT, P/O 14384,14383,14386,14382,14385	
19521	DEPARTMENT OF TRANSPORT	1ELM216 PAYMENT OF ACCOUNT NUMBER:011046182216	4,650.00
19522	P S MATTHEWS	CUSTOMER PAID FOR TWO LOADS OF USED BLUE METAL BUT ONLY	16.00
19523	BUNNINGS- BUSSELTON	P/O 13397 STORAGE CRATE	40.00
19524	KINGS PARK MOTEL	KINGS PARK MOTEL- ROBERT JENNINGS P/O 14276	844.15
19525	NANNUP BOWLING CLUB	P/O 14374 BOWLING CLUB HIRE 14/05/2014, JOHN STANLEY WORKS	170.00
19526	WOODLAND DISTRIBUTORS & AGENCIES	P/O 14380 SANDFORD DRINKING FOUNTAIN INCLUDING DOG BOWI	50.00
19527	NUMERO PTY LTD	HIRE OF SELF- DRIVE CAR	3,102.00
19528	DEEP FOREST IRON	FABRICATE HEAD BOARD FOR TRUCK PICK UP	1,229.58
19529	SENSIS PTY LTD	YELLOW DIRECTORY	864.00
19530	DEPARTMENT OF TRANSPORT	12 MONTHS REGISTRATION	57.97
19531	BOOEASY PTY LTD	BOOEASY - MAY 2014	55.20
19532	COUNTRY WOMEN'S ASSOCIATION OF WESTERN AUSTRAL	DINNER COUNCIL MEETING 22/05/2014	220.00
19533	ST JOHN AMBULANCE WESTERN AUSTRALIA LTD	KERRIE YABSLEY FIRST AID P/O 14371	300.00
19534	PUBLIC TRANSPORT AUTHORITY WA	LICENCE TO OCCUPY PREP FEE	175.00
19535	OSBORNE PUBLIC LIBRARY	A HISTORY OF THE ORGANIC GARDENING AND FARMING SOCIETY OF	363.00
19536	CITY OF GREATER GERALDTON	MID-WEST MANAGEMENT CONFERENCE	11.00
19537	BUNNINGS- BUSSELTON	BUNNINGS BUSSELTON, TOOL BOX P/O 14471	100.00
19538	CITY OF BUNBURY	SWLGEMA ADMIN ANNUAL FEE 2014/15	161.40
19539	SHIRE OF NANNUP	VEHICLE TRANSFER AND PLATE CHANGE FOR THE SAME VEHICLE NP	350.00
19540	SHIRE OF AUGUSTA MARGARET RIVER	14 MAY 2014 - MORNING TEA	32.20
19541	WATER CORPORATION	9006913434	400.00
			3,064.52

ACCOUNTS FOR PAYMENT - JUNE 2014

EFT/ Cheque	Name	Invoice Description	Amount
EFT6198	SYNERGY	148 STREET LIGHTS	1,881.65
EFT6199	SUGAR MOUNTAIN ELECTRICAL SERVICES	NANNUP COMMUNITY CENTRE	939.48
EFT6200	TRACIE BISHOP	FINANCIAL WORKSHOPS	489.58
EFT6201	WALGA	MARKETFORCE ADVERT APRIL 2014 P/O 14266	432.16
EFT6202	WARREN BLACKWOOD WASTE	YELLOW BINS	6,189.08
EFT6203	ESPLANADE HOTEL FREMANTLE	ACCOMODATION ROBERT JENNINGS P/O 14269	275.50
EFT6204	DEAN GUJA	EH WORK AND TRAVEL 30,07,15,21/05/2014	1,600.00
EFT6205	CITY & REGIONAL FUELS	08/04/2014 DIESEL	30,838.48
EFT6206	CHRIS WADE	YAC PURCHASES	675.00
EFT6207	ROBERT JENNINGS	TRAINING	66.85
EFT6208	QUICK CORPORATE AUSTRALIA	BACK ORDER - WHITEBOARD	47.36
EFT6209	GAS-IT PIPE CONTRACTING	TRAFFIC CONTROLLERS AND VEHICLES	6,590.10
EFT6210	BILLIE LEONHARDT-LARKIN	COFFEE WORKSHOP	85.50
EFT6211	AUSTRALIA'S SOUTHWEST	ASW MEMBERSHIP 2014/15	120.00
EFT6212	ARGOS FIRE SAFETY PTY LTD	P/O 14564 EXTINGUISHER SERVICES	1,016.40
EFT6213	BJ & FH TOMAS	SUPPLY AND INSTALL ROOF OVER FUEL PUMP AT SHIRE DEPOT	2,300.00
EFT6214	ZANPHIRE PTY LTD	SEA CONTAINER HIRE 20/02/2014-20/03/2014	352.00
EFT6215	JOHN CARTER	FUEL AND FOOD REIMBURSEMENT	87.82
EFT6216	EXPRESS SIGNS	A FRAME SIGN-BLANK P/O 14396	292.60
EFT6217	SCOPE BUSINESS IMAGING	NEW PHOTOCOPIER P/O 14554	12,419.00
EFT6218	CAMPERVAN & MOTOR HOME OF AUSTRALIA	DUMP POINT SIGN PACK	313.00
EFT6219	AUSTRALIAN TAXATION OFFICE	BAS	15,666.00
EFT6220	BLACKWOOD RIVER VALLEY MARKETING ASSOCIATION	ADVERTISING IN ASW'S WINTER DOWN SOUTH PROMOTION	300.00
EFT6221	TOLL IPEC ROAD EXPRESS PTY LTD	JASON SIGNMAKING, GREENWAY ENT, SLWA, GERRY GIBBS	110.41
EFT6222	JASON SIGNMAKERS	STREET SIGN BRACKET- BOLTS P/O 14349	83.93
EFT6223	PRESTIGE PRODUCTS	CLEANING PRODUCTS P/O 14148	1,811.87
EFT6224	SW PRECISION PRINT	SCANNING PHOTOS FOR THE HERITAGE TRAIL BROSHURES P/O 1438	16.50
EFT6225	ROD'S AUTO ELECTRICS	SUPPLY PARTS FOR VEHICLE P/O 14470	670.50
EFT6226	SUGAR MOUNTAIN ELECTRICAL SERVICES	P/O 14334 SHIRE OFFICE ADAM STREET GENERATOR UPGRADE	6,115.51
EFT6227	TRADE HIRE	TRAILER BOOMLIFT AND HARNESS P/O 14563	561.00
EFT6228	WESTERN AUSTRALIAN LOCAL GOVERNMENT ASSOCIATION	LG ELECTIONS ENROLL TO VOTE - EV PATMAN P/O 14278	1,019.64
EFT6229	WORTHY CONTRACTING	P/O 14560 PIT WORKS FOR MOWEN ROAD	36,454.00
EFT6230	ANZ SMART CHOICE - SUPER	Superannuation contributions	295.19
EFT6231	WA LOCAL GOVERNMENT SUPERANNUATION PLAN	Superannuation contributions	14,154.58
EFT6232	DEPARTMENT OF PREMIER AND CABINET	P/O 14149 PUBLICATION OF AMENDMENT 14 IN GAZETTE EDITION 1	108.80
EFT6233	EDGE PLANNING & PROPERTY	PLANNING SERVICES BETWEEN 8-21 JUNE2014	2,570.70
EFT6234	ANZ SMART CHOICE - SUPER	Superannuation contributions	14.29
EFT6235	J & K HOPKINS	P/O 14602 WHITEBOARD	2,670.00
EFT6236	BEYOND IQ PTY LTD	WORKSHOP FACILITATION ON 18TH JUNE 2014	4,086.50
EFT6237	DEPARTMENT OF FIRE AND EMERGENCY SERVICES	ESL FOR QUARTER IN ACCORDANCE WITH DEPARTMENT OF FIRE AN	6,772.78
EFT6238	WA LOCAL GOVERNMENT SUPERANNUATION PLAN	Superannuation contributions	6,987.87

EFT PAYMENTS - MUNICIPAL ACCOUNT **326,690.97**

19520	NANNUP SPORT & RECREATION ASSOCIATION	KIDSPORT, P/O 14384,14383,14386,14382,14385	4,650.00
19521	DEPARTMENT OF TRANSPORT	1ELM216 PAYMENT OF ACCOUNT NUMBER:011046182216	16.00
19522	P S MATTHEWS	CUSTOMER PAID FOR TWO LOADS OF USED BLUE METAL BUT ONLY	40.00
19523	BUNNINGS- BUSSELTON	P/O 13397 STORAGE CRATE	844.15
19524	KINGS PARK MOTEL	KINGS PARK MOTEL- ROBERT JENNINGS P/O 14276	170.00
19525	NANNUP BOWLING CLUB	P/O 14374 BOWLING CLUB HIRE 14/05/2014, JOHN STANLEY WORKS	50.00
19526	WOODLAND DISTRIBUTORS & AGENCIES	P/O 14380 SANDFORD DRINKING FOUNTAIN INCLUDING DOG BOWL	3,102.00
19527	NUMERO PTY LTD	HIRE OF SELF- DRIVE CAR	1,229.58
19528	DEEP FOREST IRON	FABRICATE HEAD BOARD FOR TRUCK PICK UP	864.00
19529	SENSIS PTY LTD	YELLOW DIRECTORY	57.97
19530	DEPARTMENT OF TRANSPORT	12 MONTHS REGISTRATION	55.20
19531	BOOEASY PTY LTD	BOOEASY - MAY 2014	220.00
19532	COUNTRY WOMEN'S ASSOCIATION OF WESTERN AUSTRAL	DINNER COUNCIL MEETING 22/05/2014	300.00
19533	ST JOHN AMBULANCE WESTERN AUSTRALIA LTD	KERRIE YABSLEY FIRST AID P/O 14371	175.00
19534	PUBLIC TRANSPORT AUTHORITY WA	LICENCE TO OCCUPY PREP FEE	363.00
19535	OSBORNE PUBLIC LIBRARY	A HISTORY OF THE ORGANIC GARDENING AND FARMING SOCIETY OF	11.00
19536	CITY OF GREATER GERALDTON	MID-WEST MANAGEMENT CONFERENCE	100.00
19537	BUNNINGS- BUSSELTON	BUNNINGS BUSSELTON, TOOL BOX P/O 14471	161.40
19538	CITY OF BUNBURY	SWLGEMA ADMIN ANNUAL FEE 2014/15	350.00
19539	SHIRE OF NANNUP	VEHICLE TRANSFER AND PLATE CHANGE FOR THE SAME VEHICLE NP	32.20
19540	SHIRE OF AUGUSTA MARGARET RIVER	14 MAY 2014 - MORNING TEA	400.00
19541	WATER CORPORATION	9006913434	3,064.52

SHIRE OF NANNUP
ACCOUNTS FOR PAYMENT - JUNE 2014

EFT/

SHIRE OF NANNUP
ACCOUNTS FOR PAYMENT - JUNE 2014

EFT/ Cheque	Name	Invoice Description	Amount
19542	PAMELA ELLEN ROGERS	Rates refund for assessment A1147 LOT 33 HOVEA PLACE NANNUP	251.47
19543	NANNUP DISTRICT HIGH SCHOOL	CINEFEST OZ INCURSION	1,000.00
19544	SHIRE OF NANNUP	2 NEW HILUX UTES REGISTERED FOR THE SHIRE OF NANNUP NP 413	524.70
19545	WATER CORPORATION	9006914437	1,659.80
19546	AMP LIFE LTD	Superannuation contributions	251.74
19547	AUSTRALIAN SUPER	Superannuation contributions	707.12
19548	IIML ACF IPS APPLICATION TRUST	Superannuation contributions	465.30
19549	AMP LIFE LTD	Superannuation contributions	153.63
19550	AUSTRALIAN SUPER	Superannuation contributions	353.56
19551	IIML ACF IPS APPLICATION TRUST	Superannuation contributions	232.65
19552	ONEPATH MASTERFUND	Superannuation contributions	56.34
CHEQUE PAYMENTS - MUNICIPAL ACCOUNT			21,912.33
99505	SG FLEET AUSTRALIA P/L	CESO LEASE VEHICLE COSTS	921.54
99506	RMS SOFTWARE AUST P/L ** DIRECT CREDIT***	BOOKING SYSTEM CARAVAN PARK	341.00
99507	IINET	INTERNET EXPENSES - CARAVAN PARK	69.95
99508	WESTERN AUSTRALIAN TREASURY CORPORATION	LOAN 37 - PRINCIPAL	1,672.98
99509	TELSTRA	TELEPHONE EXPENSES	2,215.43
99510	WESTNET	INTERNET EXPENSES	164.84
DIRECT DEBIT PAYMENTS - MUNICIPAL ACCOUNT			5,385.74
CHEQUE PAYMENTS - TRUST ACCOUNT			\$0.00
TOTAL MUNICIPAL PAYMENTS FOR PERIOD			\$ 353,989.04
TOTAL TRUST PAYMENTS FOR PERIOD			\$ -
TOTAL PAYMENTS FOR PERIOD:			\$ 353,989.04