



SHIRE
of
DANDARAGAN

AGENDA AND BUSINESS PAPERS

for the

ORDINARY COUNCIL MEETING

to be held

AT THE COUNCIL CHAMBERS, JURIE BAY

on

28 FEBRUARY 2019

COMMENCING AT 4.00PM

(THIS DOCUMENT IS AVAILABLE IN LARGER PRINT ON REQUEST)



ORDINARY COUNCIL MEETING

28 FEBRUARY 2019

Welcome to the Ordinary Council Meeting of the Shire of Dandaragan.

Please be advised that the Ordinary Meeting of Council will be held on the following dates, times and venues:

DAY	DATE	TIME	MEETING VENUE
Thurs	28 February 2019	4.00pm	Jurien Bay
Thurs	28 March 2019	4.00pm	Jurien Bay
Wed	24 April 2019	4.00pm	Badgingarra
Thurs	23 May 2019	4.00pm	Jurien Bay
Thurs	27 June 2019	4.00pm	Jurien Bay

Public Forums commence immediately following the closure of the Council Meeting which is generally about 5.00pm.

Members of the public are most welcome to attend both the Council Meetings and the Public Forums.

Brent Bailey
CHIEF EXECUTIVE OFFICER



DISCLAIMER

INFORMATION FOR THE PUBLIC ATTENDING A COUNCIL MEETING

Please note:

The recommendations contained in this agenda are Officer's Recommendations only and should not be acted upon until Council has considered the recommendations and resolved accordingly.

The resolutions of Council should be confirmed by perusing the Minutes of the Council Meeting at which these recommendations were considered.

Members of the public should also note that they act at their own risk if they enact any resolution prior to receiving official written notification of Council's Decision.

Brent Bailey
CHIEF EXECUTIVE OFFICER



COUNCIL MEETING INFORMATION NOTES

1. Your Council generally handles all business at Ordinary or Special Council Meetings.
2. From time to time Council may form a Committee, Working Party or Steering group to examine subjects and then report to Council.
3. Generally all meetings are open to the public; however, from time to time Council will be required to deal with personal, legal and other sensitive matters. On those occasions Council will generally close that part of the meeting to the public. Every endeavour will be made to do this as the last item of business of the meeting.
4. Public Question Time. It is a requirement of the Local Government Act 1995 to allow at least fifteen (15) minutes for public question time following the opening and announcements at the beginning of the meeting. Should there be a series of questions the period can be extended at the discretion of the Chairman.

Written notice of each question should be given to the Chief Executive Officer fifteen (15) minutes prior to the commencement of the meeting. A summary of each question and response is included in the Minutes.

When a question is not able to be answered at the Council Meeting a written answer will be provided after the necessary research has been carried out. Council staff will endeavour to provide the answers prior to the next meeting of Council.

Council has prepared an appropriate form and Public Question Time Guideline to assist.

5. **Councillors** may from time to time have a financial interest in a matter before Council. Councillors must declare an interest and the extent of the interest in the matter on the Agenda. However, the Councillor can request the meeting to declare the matter **trivial, insignificant or in common with a significant number of electors or ratepayers**. The Councillor must leave the meeting whilst the matter is discussed and cannot vote unless those present agree as above.

Members of staff, who have delegated authority from Council to act on certain matters, may from time to time have a financial interest in a matter on the Agenda. The member of staff must declare that interest and generally the Chairman of the meeting will advise the Officer if he/she is to leave the meeting.

6. Agendas including an Information Bulletin are delivered to Councillors within the requirements of the Local Government Act 1995, i.e. seventy-two (72) hours prior to the advertised commencement of the meeting. Whilst late items are generally not considered there is provision on the Agenda for items of an urgent nature to be considered.

Should an elector wish to have a matter placed on the Agenda the relevant information should be forwarded to the Chief Executive Officer in time to allow the matter to be fully researched by staff. An Agenda item including a recommendation will then be submitted to Council for consideration should it be determined appropriate by the Chief Executive Officer.

The Agenda closes the Monday week prior to the Council Meeting (i.e. ten (10) days prior to the meeting).

The Information Bulletin produced as part of the Agenda includes items of interest and information, which does not require a decision of Council.

7. Agendas for Ordinary Meetings are available in the Shire of Dandaragan Administration Centre and all four libraries as well as on the website www.dandaragan.wa.gov.au seventy-two (72) hours prior to the meeting and the public are invited to secure a copy.
8. Agenda items submitted to Council will include a recommendation for Council consideration. Electors should not interpret and/or act on the recommendations until after they have been considered by Council. Please note the Disclaimer in the Agenda (page 3).
9. Public Inspection of Unconfirmed Minutes (Reg 13)

A copy of the unconfirmed Minutes of Ordinary and Special Meetings will be available for public inspection in the Shire of Dandaragan Libraries and on the website www.dandaragan.wa.gov.au within ten (10) working days after the Meeting.

NOTE:

10.3 Unopposed Business

- (1) Upon a motion being moved and seconded, the person presiding may ask the meeting if any member opposes it.
- (2) If no member signifies opposition to the motion the person presiding may declare the motion in sub clause (1) carried without debate and without taking a vote on it.
- (3) A motion carried under sub clause (2) is to be recorded in the minutes as a unanimous decision of the Council or committee.
- (4) If a member signifies opposition to a motion the motion is to be dealt with according to this Part.

This clause does not apply to any motion or decision to revoke or change a decision which has been made at a Council or committee meeting.

SHIRE OF DANDARAGAN QUESTIONS FROM THE PUBLIC

The Shire of Dandaragan welcomes community participation during public question time as per the Shire of Dandaragan Standing Orders Local Law.

A member of the public who raises a question during question time is requested to:

- (a) provide a copy of his or her questions at least 15 minutes prior to the commencement of the meeting;
- (b) first state his or her name and address;
- (c) direct the question to the President or the Presiding Member;
- (d) ask the question briefly and concisely;
- (e) limit any preamble to matters directly relevant to the question;
- (f) ensure that the question is not accompanied by any expression of opinion, statement of fact or other comment, except where necessary to explain the question;
- (g) each **member of the public** with a question is **entitled to ask up to 3 questions** before other members of the public will be invited to ask their questions;
- (h) when a member of the public gives written notice of a question, the President or Presiding Member may determine that the question is to be responded to as normal business correspondence.

The following is a summary of procedure and a guide to completion of the required form.

1. This is a “question” time only. Orations, explanations or statements of belief will not be accepted or allowed.
2. Questions must relate to a matter affecting the Shire of Dandaragan.
3. Questions must be appropriate and made in good faith. Those containing defamatory remarks, offensive language or question the competency or personal affairs of council members or employees may be ruled inappropriate by the Mayor or Presiding Member and therefore not considered.
4. Frame your question so that it is both precise and yet fully understood. Long questions covering a multitude of subjects are easily misunderstood and can result in poor replies being given.
5. Write your question down on the attached form, it helps you to express the question clearly and provides staff with an accurate record of exactly what you want to know.
6. When the President or presiding member calls for any questions from the public, stand up and wait until you are acknowledged and invited to speak. Please start by giving your name and address first, then ask the question.
7. Questions to be put to the President or presiding member and answered by the Council. No questions can be put to individual Councillors.
8. The question time will be very early in the meeting. **There is only 15 minutes available for Question Time.** Questions not asked may still be submitted to the meeting and will be responded to by mail.
9. When you have put your question, resume your seat and await the reply. If possible, the President or presiding member will answer directly or invite a staff member with special knowledge to answer in his place. However, it is more likely that the question will have to be researched, in which case the President or presiding member will advise that the question will be received and that an answer will be forwarded in writing. Please note under NO circumstances, will the question be debated or discussed by Council at that meeting.
10. To maximise public participation only three questions per person will initially be considered with a time limit of 2 minutes per person. If there is time after all interested persons have put their questions the President or presiding member will allow further questions, again in limits of two per person.
11. To fill out the form, just enter your name and address in the appropriate areas together with details of any group you are representing, then write out your question.
12. Please ensure your form is submitted to the minute’s secretary.

If you have difficulty in or are incapable of writing the question, Shire staff are available on request to assist in this task.

We hope this note assists you in the asking of your question and thank you for your interest and participation in the affairs of our Shire.

SHIRE OF DANDARAGAN

QUESTIONS FROM THE PUBLIC

Any member of the public wishing to participate in Public Question Time during Council or Committee meetings is welcome to do so, however, Council requires your name, address and written questions to be provided to the meeting secretary.

Name: _____ Signature: _____

Address: _____

Contact No: _____ Meeting Date: _____

Council Agenda
Item No: _____

Name of Organisation Representing: _____
(if applicable)

QUESTION:

Each member of the public is entitled to ask up to 3 questions before other members of the public will be invited to ask their question. 15 Minutes is allotted to Public Question Time at Council Meetings.

Please see notes on Public Question Time overleaf...



SHIRE OF DANDARAGAN

Record of Disclosure

Person making disclosure:

Surname: _____

Given Names: _____

Member of Council Officer of Council Committee Member

Date of Meeting: _____

Type of Meeting: Ordinary Meeting of the Council Committee Meeting

Special Meeting of the Council Selection Panel Other _____

Report Item No: _____

Report Title: _____

Type of Interest: Financial (section 5.60A) Proximity (section 5.60B)

Indirect Financial (section 5.61) Impartiality

Nature of Interest: _____

Signed: _____ **Date:** _____

(Office Use Only)

Minute Book Page: _____

Signature of Staff Recording Entry: _____

For the purpose of the financial interest disclosure provisions you will be treated as having an interest in a matter, if either you (as a relevant person), or a person with whom you are closely associated, has –

- a direct or indirect financial interest in a matter; or
- a proximity interest in a matter

Section 5.60A – Financial Interest

The Act provides that: A person has a financial interest in a matter if it is reasonable to expect that the matter will, if dealt with by the local government, or an employee or committee of the local government or member of the council of the local government, in a particular way, result in a financial gain, loss, benefit or detriment for the person. The elements are:

- there is a matter to be dealt with;
- if the matter were to be dealt with in a particular way, it would be reasonable to expect the person to enjoy a financial gain or benefit, or suffer a financial loss or detriment. All elements must exist for there to be a direct financial interest. When considering the elements to test whether you have a direct financial interest in a matter, remember that the same test must be applied to persons with whom you are closely associated.

Section 5.60B - Proximity interest

The Act requires you to disclose a proximity interest that you, or a person with whom you are closely associated, has in a matter before a council or council committee meeting. You (or a person with whom you are closely associated) have a proximity interest in any matter that concerns:

- a proposed change to a planning scheme affecting land that adjoins the person's land;
 - a proposed change to the zoning or use of land that adjoins the person's land; or
 - a proposed development of land that adjoins the person's land (development refers to the development, maintenance or management of the land or of services or facilities on the land)
- The existence of a proximity interest is established purely by the location of land, a financial effect on the valuation of your land or on the profitability of your business does not have to be established. It is therefore important that you fully understand when a proximity interest exists.

Section 5.61 – Indirect Financial Interest

The Act states that a reference to an indirect financial interest of a person includes a reference to a financial relationship between that person and another person who requires a local government decision in relation to the matter. The word “includes” in this context is not exhaustive and therefore other indirect financial interests do exist. An indirect financial interest also includes an interest a person has in a matter if it is reasonable to expect that the matter will, if dealt with by the local government in a particular way, result in an indirect financial gain, loss, benefit or detriment for the person

The Act does not expressly define “financial relationship”, therefore it should be taken to have its ordinary meaning of a relationship which is of a financial nature (whether or not the relationship also has other aspects). For example, you may have a personal relationship with a person (e.g. friendship), but also a business relationship with that person. It is to be remembered that the existence of an indirect financial interest in a matter can be established by showing that you, or a person with whom you are closely associated, has a financial relationship with a person requiring a local government decision in relation to that matter. There is no requirement to establish a financial gain, loss, benefit or detriment in this instance, the mere existence of a financial relationship and the requirement for a decision is sufficient for a breach of the provision to have occurred.

Elected members must remember that a financial or proximity interest can exist even though the matter is being dealt with by employees under delegated authority. Therefore you should avoid any involvement in discussions on those matters at meetings that you attend as a member. Declaring under this section means that you are required to leave the meeting whilst the item is being discussed. Once the item has been discussed you may re-enter the meeting.

If you have disclosed an interest in writing before the meeting or immediately before the matter is discussed during the meeting, you must not:

- preside at the part of the meeting relating to the matter; or

- participate in, or be present during any discussion or decision-making procedure relating to the matter. In brief, having disclosed an interest you must leave the room. You may re-enter the room and be present during the discussion on the matter in which you disclosed an interest only if allowed by the members present. The Minister for Local Government may also allow you to be present. (refer page 27 under "Can the Minister give approval to participate?").

After disclosing the nature of your interest in a matter to the meeting, or the presiding person having read out the disclosure, you may, without further disclosure, request the remaining members present who are entitled to vote (you are not entitled to vote) to allow you to be present during any discussion or decision-making procedure on the relevant matter.

Disclosure of Interest Affecting Impartiality

For the purposes of requiring disclosure, an interest is defined in Regulation 34C of the Local Government (Administration) Regulations 1996 and Regulation 11 of the Local Government (Rules of Conduct) Regulations 2007 as, "an interest that could, or could reasonably be perceived to, adversely affect the impartiality of the person having the interest and includes an interest arising from kinship, friendship or membership of an association.

The existence of an interest affecting impartiality is dependent on –

- the member or employee having an association with a person or organisation that has a matter being discussed at a council or committee meeting;
- the employee being required to give advice on a matter where they have an association with a person or an organisation related to that matter; and
- the type of matter being discussed at a council or committee meeting.

For example, with the declaration of a financial interest an elected member leaves the room and does not vote (unless permitted to do so by the meeting or the Minister). With the declaration of an impartiality interest, the elected member stays in the room, participates in the debate and votes. In effect then, following disclosure of an interest affecting impartiality, the member's involvement in the meeting continues as if no interest existed.

If the matter in which an elected member or employee has an interest affecting impartiality is to be discussed at a council or committee meeting, the member or employee is to disclose the interest either in a written notice given to the CEO before the meeting or verbally at the meeting immediately before the matter is discussed.

To assist with making the disclosure, the Department has prepared the following declaration which elected members or employees may use when they consider it necessary to disclose an interest affecting impartiality. The nature of the interest must also be stated. "With regard to ... the matter in item x ... I disclose that I have an association with the applicant (or person seeking a decision). This association is ... (nature of the interest ... As a consequence, there may be a perception that my impartiality on the matter may be affected. I declare that I will consider this matter on its merits and vote accordingly."

All disclosures made are to be recorded in the minutes of the relevant meeting. It is important that the minutes distinguish between disclosures of interests affecting impartiality and disclosures of financial interests.

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1 DECLARATION OF OPENING / ANNOUNCEMENT OF VISITORS**1.1 DECLARATION OF OPENING****1.2 DISCLAIMER READING**

“No responsibility whatsoever is implied or accepted by the Shire of Dandaragan for any act, omission, statement or intimation occurring during this meeting.

It is strongly advised that persons do not act on what is heard, and should only rely on written confirmation of Council’s decision, which will be provided within fourteen days.”

2 RECORD OF ATTENDANCE / APOLOGIES / APPROVED LEAVE OF ABSENCE**Members**

Councillor L Holmes	(President)
Councillor P Scharf	(Deputy President)
Councillor A Eyre	
Councillor W Gibson	
Councillor K McGlew	
Councillor D Richardson	
Councillor R Shanhun	
Councillor D Slyns	

Staff

Mr B Bailey	(Chief Executive Officer)
Mr S Clayton	(Executive Manager Corporate & Community Services)
Mr D Chidlow	(Executive Manager Development Services)
Ms R Headland	(Council Secretary & Personal Assistant)
Mr R Mackay	(Planning Officer)

Apologies**Approved Leave of Absence**

Councillor J Clarke

3 RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE**4 PUBLIC QUESTION TIME**

5 APPLICATIONS FOR LEAVE OF ABSENCE**6 CONFIRMATION OF MINUTES****6.1 MINUTES OF THE ORDINARY MEETING HELD 24 JANUARY 2019****7 NOTICES AND ANNOUNCEMENTS BY PRESIDING MEMBER WITHOUT DISCUSSION****8 PETITIONS / DEPUTATIONS / PRESENTATIONS / SUBMISSIONS**

Petition - Review of Medical Services to the Local Community.

Presentation - MP Rogers – CHRMAP Lot 62 Roberts Street

9 REPORTS OF COMMITTEES AND OFFICERS

9.1 CORPORATE & COMMUNITY SERVICES

9.1.1 ACCOUNTS FOR PAYMENT – JANUARY 2019

Location:	Shire of Dandaragan
Applicant:	N/A
Folder Path:	Business Classification Scheme / Financial Management / Creditors / Expenditure
Disclosure of Interest:	None
Date:	4 January 2019
Author:	Scott Clayton, Executive Manager Corporate & Community Services
Senior Officer:	Brent Bailey, Chief Executive Officer

PROPOSAL

To accept the cheque, EFT and direct debit listing for the month of January 2019.

BACKGROUND

As part of the Local Government Act 1995, Financial Management Regulations 1996, a list of expenditure payments is required to be presented to Council.

COMMENT

The cheque, electronic funds transfer (EFT) and direct debit payments for January 2019 totalled \$800,565.16 for the Municipal Fund.

Should Councillors wish to raise any issues relating to the January 2019 Accounts for payment, please do not hesitate to contact the Executive Manager Corporate and Community Services prior to the Council Meeting, in order that research can be undertaken and details provided either at the time of the query or at the meeting.

CONSULTATION

- Chief Executive Officer

STATUTORY ENVIRONMENT

- Regulation 13 of the Local Government Financial Management Regulations 1997.

POLICY IMPLICATIONS

There are no policy implications relevant to this item.

FINANCIAL IMPLICATIONS

There are no adverse trends to report at this time.

STRATEGIC IMPLICATIONS

2016 – 2026 Strategic Community Plan

AGENDA FOR ORDINARY COUNCIL MEETING TO BE HELD THURSDAY 28 FEBRUARY 2019

<i>Goal 5: Proactive and leading local government</i>	
Business as Usual	k) Finance

ATTACHMENTS

Circulated with the agenda is the following item relevant to this report:

- Cheque, EFT and direct debit listings for January 2019 (Doc Id: 128269)

(Marked 9.1.1)

VOTING REQUIREMENT

Simple majority

OFFICER RECOMMENDATION

That the Municipal Fund cheque and EFT listing for the period ending 31 January 2019 totalling \$800,565.16 for the Municipal Fund be accepted.

9.1.2 FINANCIAL STATEMENTS - MONTHLY REPORTING FOR THE PERIOD ENDING 31 JANUARY 2019

Location:	Shire of Dandaragan
Applicant:	N/A
Folder	Business Classification Scheme / Financial Management / Financial Reporting / Periodic Reports
Disclosure of Interest:	None
Date:	15 February 2019
Author:	Scott Clayton, Executive Manager Corporate and Community Services
Senior Officer:	Brent Bailey, Chief Executive Officer

PROPOSAL

To table and adopt the monthly financial statements for the period ending 31 January 2019.

BACKGROUND

As part of the Local Government Act 1995 and Financial Management Regulations (1996), monthly financial statements are required to be presented to Council. Circulated are the monthly financial statements for the period ending 31 January 2019.

COMMENT

Regulation 34 of the Financial Management Regulations (1996) requires the following information to be provided to Council:

1. Net Current Assets

Council's Net Current Assets [i.e. surplus / (deficit)] position as at the 31 January 2019 was \$4,242,986. The composition of this equates to Current Assets minus Current Liabilities less Cash Assets that have restrictions on their use placed on them, in this case Reserves and Restricted Assets. The current position indicates that Council can easily meet its short-term liquidity or solvency.

The Net Current Asset position is reflected on page 12 and reconciled with the Statement of Financial Activity on page 3 of the financial statements.

The amount raised from rates, shown on the Statement of Financial Activity (page 3), reconciles with note 6 (page 13) of the financial statements and provides information to Council on the budget vs actual rates raised.

2. Material Variances

During budget adoption a 10 percent and \$10,000 threshold for these variances to be reported was set.

Note 13 of the attached report details any significant variances. Should Councillors wish to raise any issues relating to the 31 January 2019 financial statements, please do not hesitate to

contact the Executive Manager Corporate and Community Services prior to the Council Meeting in order that research can be undertaken and details provided either at the time of the query or at the meeting.

CONSULTATION

- Chief Executive Officer

STATUTORY ENVIRONMENT

- Regulation 34 of the Local Government Financial Management Regulations (1996)

POLICY IMPLICATIONS

There are no policy implications relevant to this item.

FINANCIAL IMPLICATIONS

There are no adverse trends to report at this time.

STRATEGIC IMPLICATIONS

2016 – 2026 Strategic Community Plan

<i>Goal 5: Proactive and leading local government</i>	
Business as Usual	k) Finance

ATTACHMENTS

Circulated with the agenda is the following item relevant to this report:

- Financial statements for the period ending 31 January 2019 (Doc Id: 128531)
(Marked 9.1.2)

VOTING REQUIREMENT

Simple majority

OFFICER RECOMMENDATION

That the monthly financial statements for the period 31 January 2019 be adopted.

9.1.3 JURIEB BAY COMMUNITY MEN'S SHED INC SELF-SUPPORTING LOAN – MEN'S SHED FACILITY CONSTRUCTION. RESERVE LEASE POLICY VARIATION

Location:	Jurien Bay
Applicant:	Jurien Bay Community Men's Shed Inc.
Folder Path:	Business Classification Scheme / Grants and Subsidies / Applications / Community Groups
Disclosure of Interest:	Nil
Date:	4 February 2019
Author:	Tony O'Gorman Club Development Officer
Senior Officer:	Scott Clayton, Executive Manager Corporate and Community Services

PROPOSAL

To consider a request from the Jurien Bay Community Men's Shed to establish a \$25,000 self-supporting loan for the purposes of constructing a new Men's Shed on a portion of lot 503 Jurien Bay Sport and Recreation Reserve 31884.

The item also considers a variation to the Reserve Lease Policy at the request of the applicant to retain ownership of the buildings they construct rather than ownership reverting to Council as a term of the lease agreement.

BACKGROUND

The Shire and the Jurien Bay Community Men's Shed (JBCMS) are negotiating a lease for a portion of land (2500m²) on the Jurien Bay Recreation Reserve 31884 for a period of twenty one years.

A draft standard lease for leasing part of a Shire reserve was forwarded to the JBCMS in January 2019. Following review of the draft lease the JBCMS responded with a request that the buildings erected on the site be wholly owned by the group. This is contrary to the Shire Reserves Policy 6.5 section 1 (d).

"1(d) all structural improvements on the reserve shall be and remain at law, the property of the Shire. The Club shall have the sole use, benefit and enjoyment of the reserve and all structural improvements thereon during the operation of the lease."

A draft lease reflecting the requested amendments was forwarded to the JBCMS and they are satisfied with the draft. Council now needs to decide if it will provide the exemption from Policy 6.5 Section 1(d) to the JBCMS.

The Jurien Bay Community Men's Shed Inc. has operated in the town since September 2012. They have operated in a facility on Doust Street, Jurien Bay since that time under an arrangement with the owner of the property at no charge. This arrangement will come to a conclusion in June 2019.

The total project cost has been estimated at \$310,000. A Lotterywest funding application has been lodged for an amount of \$205,000 with the remaining amount being contributed from Men's Shed funds and in-kind contributions of \$80,000. This still leaves a shortfall of \$25,000 which is the amount requested via the self-supporting loan from the Shire.

COMMENT

Self-Supporting Loan

The Shire of Dandaragan has in the past supported community organisations with self-supporting loans to purchase capital equipment for their organisations use. The most recent loan approved was for the Jurien Bay Lions Club which was granted for a similar purpose.

Supporting this application will enable the JBCMS to construct a new facility on the proposed leased land from the Shire of Dandaragan if they are successful in achieving funding from other external sources. The new shed will allow the group to continue to operate and expand in Jurien Bay.

Variation to Reserves Policy

The Shire holds a number of leases with various community groups, all of whom have accepted the standard lease arrangements as per the Reserves Policy 6.5. Historically new leases have been established over Council controlled reserve land with existing Council owned buildings or whereby community funds were utilised for the construction of facilities.

The JBCMS proposal is different in that Council has not been asked to contribute to the capital cost of the building (with the exception of the provision of a self-supporting loan which will be repaid). Unless there is a financial value attributed to the "peppercorn" lease arrangement the argument is that Council would be no worse off at the end of the lease term providing the applicant adheres to the lease condition to "make good" the site on termination.

The effect of granting this variation is that the structures erected on the leased land will not be added to the Shire's asset register and not depreciated in the Shire's accounts in the future. There would be no asset management implications for the Shire and the JBCMS will have the rights to disassemble the building and dispose of the asset on termination of the lease.

Providing this variation to the JBCMS may set a precedent for future leases and may require a review of this clause in the Reserves Policy. The Reserves Policy 6.5 has proved to be effective in the past in protecting Council owned assets which the

community groups make additional improvements to and in clarifying whom is to ultimately insure the property.

Council needs to consider whether or not to retain the existing lease provisions relating to asset ownership on Council controlled reserves. Enforcement of this provision will yield an economic asset (albeit a 21 year old shed) to Council in return for its commitment to a 21 year “Peppercorn” lease.

On the other hand Council may consider the asset management implications of ownership, lack of any capital contribution to the project and community outcomes generated by the JBCMS as grounds for supporting their request. It is on these grounds that this application has drawn officer support.

Regardless of the decision the Shire is under no obligation to purchase the shed construction at the termination of the lease. (Clause 21.2). In addition if the applicant fails to “make-good” the site then the ownership of the improvements are automatically transferred to the Shire with the lessee responsible for costs to “make-good” which will be finalised in the lease document.

CONSULTATION

- Jurien Bay Community Men’s Shed Inc.
- McLeod’s Lawyers
- WA Treasury Corporation

STATUTORY ENVIRONMENT

Local Government Act 1995 Section 6.20

Power to borrow

- (1) Subject to this Act, a local government may —
 - (a) borrow or re borrow money; or
 - (b) obtain credit; or
 - (c) arrange for financial accommodation to be extended to the local government in ways additional to or other than borrowing money or obtaining credit, to enable the local government to perform the functions and exercise the powers conferred on it under this Act or any other written law.
- (2) Where, in any financial year, a local government proposes to exercise a power under subsection (1) (power to borrow) and details of that proposal have not been included in the annual budget for that financial year —
 - (a) unless the proposal is of a prescribed kind, the local government must give one month’s local public notice of the proposal; and
 - (b) the resolution to exercise that power is to be by absolute majority.

POLICY IMPLICATIONSRESERVES POLICY 6.5*Lease Provisions Clause 1(d)*

1 (d) all structural improvements on the reserve shall be and remain at law, the property of the Shire. The Club shall have the sole use, benefit and enjoyment of the reserve and all structural improvements thereon during the operation of the lease.

SELF-SUPPORTING LOANS POLICY 2.2

OBJECTIVE: To provide a fair, equitable and balanced process to consider the provision of self-supporting loans to groups within the community, for the purpose of capital projects only.

FINANCIAL IMPLICATIONS

There are no net financial implications in regard to this item.

STRATEGIC IMPLICATIONS

2016 - 2026 Strategic Community Plan

<i>Goal 2: Health, Safe and Active Community</i>	
<i>Objectives</i>	<i>How the Shire will contribute</i>
2.4 Provide recreation and community facilities and activities	d) Plan for future recreation needs, including feasibility assessments in accordance with the Major Recreation Facilities Fund, and review of cycleway and dual use pathway plans

ATTACHMENTS

Circulated with the agenda are the following items relevant to this report:

- Email from JBCMS Secretary requesting change of lease terms. (Doc Id. 128361)
- Request letter self-supporting loan including quote and business plan. (Doc Id 127888)
- Treasury Corp Indicative Costs 7 Years (Doc Id 128023)
- Draft Lease for JBCMS (Doc Id 128448)

(Marked 9.1.3)

VOTING REQUIREMENT

Absolute Majority

OFFICER RECOMMENDATION

That Council:

- 1. for the purposes of the JBCMS lease agreement, resolve that section 1(d) of Reserves Policy 1(d) will not apply.**
- 2. subject to confirmed external funding for the balance of the project cost, support the Jurien Bay Community Men's Shed Incorporated to establish a suitable facility on Lot 503**

- Jurien Bay by providing access to a self-supporting loan to the value of \$25,000;**
- 3. authorise a budget amendment to include a self-supporting loan of \$25,000 to the Jurien Bay Community Men's Shed Incorporated to be taken over 7 years;**
 - 4. authorise the CEO to negotiate and finalise the loan agreement with the Jurien Bay Community Men's Shed Incorporated; and**
 - 5. authorise public notice in accordance with Section 6.20 of the Local Government Act 1995 of the intention to borrow money for the purposes of providing a self-supporting loan to the Jurien Bay Community Men's Shed Incorporated.**

9.1.4 OPERA AT THE PINNACLES SPONSORSHIP

Location:	Shire of Dandaragan
Applicant:	Shire of Dandaragan
Folder Path:	Business Classification Scheme / Recreation and Cultural Services / Event Management / Community Events
Disclosure of Interest:	Nil
Date:	14 February 2019
Author:	Alison Slyns, Economic Development Officer
Senior Officer:	Brent Bailey, Chief Executive Officer

PROPOSAL

This item addresses a request for Council sponsorship of \$10,000 for WA Opera to conduct "WA Opera in the Pinnacles". The event is scheduled to be held on Saturday 27 April 2019 in the Nambung National Park.

BACKGROUND

The first WA Opera in the Pinnacles was held on Saturday 22 April 2017 to coincide with WA Opera's 50th birthday celebrations and a proposed expansion of their outdoor event program. WA Opera have successfully held 'WA Opera in the Park' at Perth's Supreme Court Gardens for the last 28 years and the Pinnacles was chosen as one of three regional locations for their regional opera program, along with Denmark's Valley of the Giants and Voyager Estate, Margaret River.

Terasa Letizia from West Australian Opera presented at the Council forum in February 2018 with a proposal to provide financial sponsorship for the second Opera in the Pinnacles event on Saturday 5 May 2018. At the Council meeting held on Thursday 22 March 2018 the following item was carried:

That Council endorse a budget allocation of \$10,000 ex GST from the existing tourism expense line item within the 2017 / 2018 budget towards sponsorship of West Australian Opera for their 'Opera in the Pinnacles' event on Saturday 5 May 2018.

Moved Cr Shanhun, seconded Cr Eyre

CARRIED 9 / 0

One significant change that was made in 2018 compared to the 2017 event was an allocation of tickets to the free event being set aside for local distribution first, before tickets were offered to WA Opera members and the general public. This system was very popular, well supported by the local community, and a high proportion of the total patronage in 2018 was local residents. It is anticipated that this allocation system will be implemented for the 2019 event as well. It is likely that a ticket charge will be introduced for the 2019 event to ensure its sustainability. While specific prices are unavailable at this stage a price guide has been provided from a similar event held at the Opera in the Valley of the Giants production as follows:

Adults \$32.60

Children: (aged 5 to 17) \$16.93

Family: (2 Adults, 2 Children) \$84.85

Children under 5 are free but must register for a ticket.

COMMENT

WA Opera is supported by Wesfarmers Arts as Principal Partner, Act Belong Commit Healthway as Participation Partner and other partnership arrangements including major, Opera and Government Partners. WA Opera is also supported by individual donors. There are also opportunities for sponsorship arrangements for individual or series events and this is the sponsorship category the Shire of Dandaragan funding would potentially fit into.

The organisation's funding model delivers not only its scheduled program of events and performances but there are also a range of musical and performance workshops, school experiences, youth events and cultural engagements which can be associated with the major performance. Most of these events are provided at little or no cost to participants to encourage a wider audience being exposed to opera in different locations and formats.

WA Opera has requested sponsorship of \$10,000 from the Shire towards the Opera in the Pinnacles event and in return will provide:

- Logo on all collateral;
- Opportunity for the Shire to nominate a representative to speak at the event;
- Social media marketing with links to the Shire;
- 2 x school incursions (one performance, one workshop);
- 1 x adult singing workshop

CONSULTATION

- WA Opera

STATUTORY ENVIRONMENT

There are no statutory implications relevant to this item.

POLICY IMPLICATIONS

Policy 6.6 Sport and Recreation Funding

FINANCIAL IMPLICATIONS

Allocation of \$10,000 ex GST from the existing Contributions and Donations account.

STRATEGIC IMPLICATIONS

2016 - 2026 Strategic Community Plan

AGENDA FOR ORDINARY COUNCIL MEETING TO BE HELD THURSDAY 28 FEBRUARY 2019

<i>Goal 1: Great Place for Residential and Business Development</i>	
Objectives	How the Shire will contribute
1.4: Ensure the Shire is "open for business" and supports industry and business development	b) Identify and engage with future new business and industry opportunities
1.5: Facilitate population and visitor attraction and growth to expand and diversify the regional economy	a) Tourism and marketing with a focus on promotion and product development based on natural assets in partnership with the Department of Parks and Wildlife
<i>Goal 2: Healthy, Safe and Active Community</i>	
Objectives	How the Shire will contribute
2.3: Enhance vibrancy and community identity through culture and arts	a) Deliver or support the delivery of selected arts, culture and community events

ATTACHMENTS

Circulated with the agenda is the following item relevant to this report:

- Letter from WA Opera (Doc Id: 128660)
(Marked 9.1.4)

VOTING REQUIREMENT

Simple majority

OFFICER RECOMMENDATION

That Council endorse a contribution of \$10,000 ex GST from the existing Contributions and Donations line item within the 2018 / 2019 budget towards sponsorship of West Australian Opera for their 'Opera in the Pinnacles' event on Saturday 27 April 2019.

9.2 INFRASTRUCTURE SERVICES

9.3 DEVELOPMENT SERVICES

9.3.1 FINAL ADOPTION – LOCAL PLANNING POLICY 8.14: JURIEN BAY FORESHORE COMMERCIAL DEVELOPMENT PLAN

Location:	Jurien Bay
Folder Path:	Business Classification Scheme / Land Use & Town Planning / Planning / Planning Policies
Disclosure of Interest:	Nil
Date:	8 February 2019
Author:	Rory Mackay, Planning Officer
Senior Officer:	David Chidlow, Executive Manager of Development Services

PROPOSAL

This report requests final adoption of *Local Planning Policy 8.14 - Jurien Bay Foreshore Commercial Development Plan* (the Policy), and staff undertaking a “request for proposal process” seeking expressions of interest from the community desiring to provide activities within the foreshore precinct.

BACKGROUND

In November 2014, The Shire of Dandaragan adopted *Local Planning Policy 8.12 - Mobile and Itinerant and Commercial Activities on Reserved Land (Including Foreshore)* (LPP8.12).

LPP8.12 applies to foreshore land within the towns of Jurien Bay and Cervantes and is primarily for the purpose of guiding the preparation and assessment of mobile and itinerant food vendor applications, and applications for commercial recreational tourism activity.

It is considered LPP8.12 requires review and preparation of an amended policy in due course. Meanwhile, a separate policy is required to properly and specifically provide for the assessment and approval of a range of commercial activities within the Jurien Bay Foreshore.

The Shire released for public comment a Jurien Bay Foreshore Commercial Development Discussion Paper. The purpose of the paper was to consider the relevant issues and factors to be addressed within such a local planning policy. Based on the feedback received on the discussion paper a draft Policy was formulated.

Following consent at Council’s meeting 13 December 2018, the draft Policy was advertised to the general public via hardcopy media and the Shire’s website from the 14 December 2018 to 1 February 2019. A total of two submissions were received, which

are outlined with the officer's responses in the attached schedule of submissions.

COMMENT

For the purpose of the Policy, the foreshore comprises the reserved land immediately abutting the seaward side of Grigson Street and Heaton Street, extending from Cook Street to the south to Doust Street to the north (portion of Reserve 28541 and Reserve R26939). The study area is defined on a map within the Policy.

The general intent of the Policy is to achieve a vibrant and active environment along the central and focal Jurien Bay Foreshore area that will encourage tourists to Jurien Bay, whilst balancing the potential conflicts between commercial and public use of the foreshore reserve.

From the two submissions received during the consultation period, only one major modification outside of minor rewording of the policy has transpired. The modification is in relation clause 3.12 Ablution Facilities, whereby the previous table outlining such facilities required for events has been removed and replaced with Appendix 1 which utilities Appendix 7A – Recommended toilet facilities for temporary events of the *Guidelines on the Application of the Health (Public Buildings) Regulations*. Reasons for this modification are due to the previous table displaying excessive ablution requirements. The new table referenced as an appendix details the correct and current figures for temporary events and notes discretion can be shown on a case by case basis; adequately addressing the submission point received on this matter.

CONSULTATION

The drafting of the policy began with the advertisement of a discussion paper. Submissions on the discussion paper were used by planning consultants Harley Dykstra and Shire planning staff to formulate the draft Policy which was advertised in accordance with clause 4 of the Deemed Provisions of Local Planning Scheme No.7 (LPS7).

STATUTORY ENVIRONMENT

The ability to prepare a local planning policy is afforded to the Council under clause 3 of the Deemed Provisions of LPS7. LPS7 allows the Shire to prepare policies in respect to any matter related to the planning and development of the Shire. Policies may apply to a particular class or matter and relate to one or more parts of the local government area. LPS7 allows Council to amend or rescind its planning policies.

AGENDA FOR ORDINARY COUNCIL MEETING TO BE HELD THURSDAY 28 FEBRUARY 2019

Local planning policies are guidelines used to assist the local government in making decisions under LPS7. Although local planning policies are not part of LPS7 they must be consistent with, and cannot vary, the intent of LPS7 provisions. In considering an application for development approval, the local government must have due regard to relevant local planning policies as required under LPS7.

POLICY IMPLICATIONS

As outlined above.

FINANCIAL IMPLICATIONS

The Policy outlines commercial activities which can appropriately utilise the Shire's Jurien Bay foreshore land assets which may in turn generate future income.

STRATEGIC IMPLICATIONS

The Policy will assist in the procedural and governance aspects of the Shire's development control responsibilities. Generally and for the most part local planning policies are formulated within the legal framework prescribed by legislation and aligned with the strategic direction as set by the Council. These policies aim at prescribing minimum standards acceptable to the Council in consideration of community sentiment for various types of development and land use. Additionally, these policies also aid in providing a foundation for delegation to be set in order to assist in streamlining the approval processes and establishing relative levels of compliance.

- Draft Local Planning Strategy 2016
- 2016 – 2026 Strategic Community Plan

<i>Goal 5: Proactive and Leading Local Government</i>	
Objectives	How the Shire will contribute
5.6 Implement sound corporate governance and risk management	h) Maintain and implement up to date policies and procedures (including delegations)

ATTACHMENTS

Circulated with the agenda are the following items relevant to this report:

- Schedule of submissions (Doc Id: 127986)
- Local Planning Policy 8.14: Jurien Bay Foreshore Commercial Development (Doc Id: 128278)
- Schedule of current fees applicable (Doc Id: 123556)

(Marked 9.3.1)

VOTING REQUIREMENT

Simple Majority

OFFICER RECOMMENDATION**That Council:**

1. pursuant to Clause 4 of the Deemed Provisions of the *Shire of Dandaragan Local Planning Scheme No.7*, adopts *Local Planning Policy 8.14 Jurien Bay Foreshore Commercial Development Plan* as provided as an attachment to this report, and proceeds to publish a notice of the adopted policy in local newspapers circulating the Scheme area and on the Shire website.
2. authorise the CEO to commence a Requests for Proposals process to lease the paved area adjacent to Jetty Café.

9.3.2 COASTAL HAZARD RISK MANAGEMENT & ADAPTATION PLAN – LOT 62 (#20) ROBERTS STREET, JURIE BAY

Location:	Lot 62 (#20) Roberts Street, Jurien Bay
Applicant:	M P Rogers & Associates Pty Ltd on behalf of Aliceville Pty Ltd
Folder Path:	Business Classification Scheme / Land Use Planning / Planning / Planning Scheme / Amendment 7.21 – Lot 62 Roberts Street
Disclosure of Interest:	Nil
Date:	14 February 2019
Author:	Rory Mackay, Planning Officer
Senior Officer:	David Chidlow, Executive Manager of Development Services

PROPOSAL

For Council to consider approval of a Coastal Hazard Risk Management and Adaptation Plan (CHRMAP) for the future hotel and residential resort development upon Lot 62 (#20) Roberts Street, Jurien Bay (the site).

BACKGROUND

Scheme Amendment No.21 which rezoned the site to Special Use Zone 4 was approved by the Minister for Planning on 3 September 2015. Use and development conditions of Special Use Zones are outlined in Schedule 4 of *Local Planning Scheme No.7*. The subject Special Use Zone 4 has 16 conditions which are required to be met at varying time frames during development of the site.

Condition 6 of Special Use Zone 4 states the following:

Prior to approval of development on the site, a Coastal Hazard Risk Management and Adaptation Plan (CHRMAP) is to be prepared in accordance with State Planning Policy 2.6: State Coastal Planning Policy and approved by the local government. The CHRMAP should include but not be limited to consideration of inundation, erosion, finished floor levels, setbacks and drainage. Recommended management and adaptation actions are to be implemented at timings indicated within the approved implementation plan.

The proponent has submitted a CHRMAP for the site in accordance with the above condition and requests Council's final approval. If approved by Council, shortly after the proponent will lodge a development application for the site which will be determined by the Mid-West Wheatbelt Joint Development Assessment Panel as the approximate cost of the development will be over the \$10million local government planning decision making threshold.

COMMENT

The requirements of a CHRMAP is to develop a risk based adaptation framework for the lifetime of assets or infrastructure that could be at risk of impact from coastal hazards over the 100

year planning timeframe. The submitted CHRMAP ensures this by having the following purpose:

- *Confirm the specific extent of coastal hazards in relation to the proposed Hotel and Residential Resort development assets.*
- *Outline the coastal hazard risks associated with the Hotel and Residential Resort development and how these risks may change over time.*
- *Establish the basis for present and future risk management and adaptation, which will be used to inform the proposed Hotel and Residential Resort development.*
- *Provide guidance on appropriate future management and adaptation planning for the proposed Hotel and Residential Resort, including monitoring.*

The proponent recognises the high social and environmental values of the coastal location of the site and has made it inherent such values be preserved via the CHRMAP process. This ensures the development assets are appropriately designed and managed to safeguard against any adverse coastal impacts.

It is envisaged that the design life of the structures within the proposed development will be limited to 50 years. Beyond this period, it is expected that the condition of these assets would be such that they would need to be replaced, as is common for structures immediately adjacent to the coastline given the corrosive nature of the environment.

Through the CHRMAP's risk assessment it has been identified over the shorter and medium term timeframes to 2030 and 2070 the coastal hazard risks to the Site are tolerable to the proponent. The 2070 timeframe also exceeds the expected service life of the proposed development assets. Despite these levels of risk being acceptable to the proponent, the "as low as reasonably practical (ALARP)" approach has been adopted for the proposed development and a number of risk mitigation strategies have been proposed for implementation.

Over the 100 year long term planning timeframe to 2110, the hotel and residences were determined to be at high risk of erosion hazard impact. Similarly, the commercial carpark asset was assessed as being at high risk of inundation hazard impact. Several strategies are proposed to mitigate these risks to acceptable levels.

Over the service lives of the proposed assets, there will be a requirement to monitor the shoreline to ascertain whether coastal risks to assets are increasing. Further details of the monitoring requirements which are the responsibility of the proponent are outlined within the CHRMAP.

If, at any stage during the service life of an asset, the risks from coastal hazards become intolerable, the relevant assets will be relocated in accordance with the managed retreat adaptation strategy. If this is not financially viable or aligned with the development requirements at this time, the relevant assets will be abandoned and removed from the site. In this way, a foreshore area will always be maintained fronting the site.

Replacement of assets after their service life requires that they be located in an area where the risk to that asset over its remaining service life is considered to be acceptable. To do this will require a revised coastal hazard risk assessment to be completed in accordance with the requirements at this time. The appropriate location for replacement assets can then be chosen based on tolerable risk levels. Alternatively, that particular asset could be removed and not replaced, essentially adopting an avoid approach. The responsibility for these actions would rest with the proponent.

In summary, the CHRMAP assesses the coastal hazard risks, denotes the subsequent adaptation options and provides an implementation plan for the proposed development on the Site in accordance with condition 6 of Special Use Zone 4. The strategies to be implemented adequately address the potential coastal hazard risks associated with the development in accordance with State planning policy. This coastal hazard risk identification and management enables the development of a high-end hotel and residential resort to promote tourism and sustain economic growth in Jurien Bay and the Shire.

CONSULTATION

Not required in this instance.

Previous planning dealings with the Site were advertised in accordance with statute. The general public will be provided with another opportunity to comment on the proposal when the subsequent development application is lodged in the near future.

STATUTORY ENVIRONMENT

Local Planning Scheme No.7

POLICY IMPLICATIONS

State Planning Policy 2.6 – State Coastal Planning

FINANCIAL IMPLICATIONS

There is no law requiring the government (at any level) to provide protection of private property from natural hazards, nor compensation when land is lost to the sea. Therefore, the landowner will be required to pay the costs of managed retreat over the planning timeframe.

STRATEGIC IMPLICATIONS

There is a need for the Site to be a highly intensive development for a tourism use, given its strategic location. The future development for the Site is focused on tourism as a land use, conforming to the Draft Local Planning Strategy, Tourism Planning Strategy and Jurien Bay City Centre Strategy.

2016 – 2026 Strategic Community Plan

<i>Goal 1: Great Place for Residential and Business Development</i>	
Objectives	How the Shire will contribute
1.1 Ensure planning and land availability provides opportunity for sustainable growth and lifestyle options / choices	a) Strategic land use planning across the Shire, with focus on coastal settlement and town centre strategy b) Strategic projects with a focus on planning and land availability for health precinct and further residential development c) Activate Growth Plan
<i>Goal 2: Healthy, Safe and Active Community</i>	
2.4 Provide recreation and community facilities and activities	e) Plan, develop and manage key foreshore locations to focus activity in particular areas
<i>Goal 5: Proactive and Leading Local Government</i>	
5.3 Ensure community is well informed and facilitate community engagement in visioning, strategic planning and other significant decisions that affect the community	a) Consult and engage with the community on issues, projects and decisions that affect them

ATTACHMENTS

Circulated with the agenda is the following item relevant to this report:

- CHRMAP Lot 62 Roberts Street, Jurien Bay (Doc Id: 128533)

VOTING REQUIREMENT

Simple majority

OFFICER RECOMMENDATION

That Council grant final approval to the Coastal Hazard Risk Management and Adaptation Plan (Doc Id: 128533) for Lot 62 (#20) Roberts Street, Jurien Bay.

9.3.3 PROPOSAL TO OPERATE BUSINESS FROM RESERVE 24522 – NAMBUNG NATIONAL PARK ('THE PINNACLES')

Location:	Reserve 24522, Nambung
Applicant:	Westside Tours
File Ref:	Development Services Apps / Development Application / 2019 / 17
Disclosure of Interest:	Nil
Date:	15 February 2019
Author:	Rory Mackay, Planning Officer
Senior Officer:	David Chidlow, Executive Manager of Development Services

PROPOSAL

The Shire is in receipt of a development application to conduct a driving tours business from the Pinnacles within Nambung National Park.

BACKGROUND

The proponent, Westside Tours is experienced in tourism, business and safety/training sectors and currently operates tours of the Lancelin sand dunes. To expand the operations, the proponent would like to operate a 'Pinnacles Safari' tour on the Pinnacles Loop Road within the Pinnacles at Nambung National Park on the basis the tours will create an added attraction to the Pinnacles and tell the history of the area to visitors.

The tours would be undertaken by two six-wheel Land Rover Defender vehicles, or similar, and create an approximate 25-minute hop-on hop-off tour of the Pinnacles with three stops on the route. Tours would be conducted at minimal speed, departing between 9.30am and 4.30pm approximately every 15 minutes from the carpark of the Pinnacles Visitor Centre. Passengers can either complete the loop continuously or hop off at a stop, take photographs and walk around then wait for the next bus, hop on again to continue the tour. Repeating at the 3 stops if they would like to. The vehicles will be kitted out in camouflage/safari colours and the guide/driver will be dressed in a ranger outfit, or similar, to create an experience and tell the story of the Pinnacles.

COMMENT

As the proponent intends to conduct business within the Nambung National Park, they will need to apply for a Commercial Operators Licence from the Parks and Wildlife Service (PWS) from within the reserve management body, the Department of Biodiversity, Conservation and Attractions (the Department). The applicant is applying for this approval concurrently with the development application in front of Council. The officer has been made aware initial discussions by the applicant with the Department have gone well, with the Department generally in support of the tourism promotion business. Negotiations continue to progress at the time of writing. The applicant will take out the relevant amount of public liability insurance based on the Department's recommendation for

such. Additionally, Westside Tours would like the Department to be involved in the training of the guide/driver to ensure accurate information is told within the story of the tour.

The subject reserve is classified as 'Conservation' local reserve under *Local Planning Scheme No.7*. The proposal is in keeping with this classification as it looks to celebrate the uniqueness of the Pinnacles via a low-key tourist enterprise. It is recommended that development approval subject to conditions be granted to the applicant.

CONSULTATION

As the applicant requires additional approval from the Department, recognised as the only other major stakeholder, no consultation was undertaken for the item.

Furthermore, no public consultation is required under LPS7.

STATUTORY ENVIRONMENT

- Local Planning Scheme No.7:
With Reserve 24522 a "Local Reserve" under the *Local Planning Scheme No.7*, any activity of a commercial nature is subject to development approval being issued by the Council.
- Reserve Vesting and Management Order:
The Department has vesting and the management order for Reserve 22522 under the Land Administration Act 1997.
- Conservation and Land Management Regulations 2002.

POLICY IMPLICATIONS

- Local Planning Policy 8.12 – Mobile and Itinerant Vendors and Commercial Activities on Reserves
Each application is assessed on its merits. The Shire encourages applications that are creative and innovative that would support the attraction of the Shire as a tourist destination.

FINANCIAL IMPLICATIONS

The applicant has paid the required application fee of \$147.

STRATEGIC IMPLICATIONS

- Local Tourism Planning Strategy
The Shire of Dandaragan develops a sustainable tourism industry that celebrates its natural assets, supports the local community and meets the needs of the visitors.

2016 – 2026 Strategic Community Plan

AGENDA FOR ORDINARY COUNCIL MEETING TO BE HELD THURSDAY 28 FEBRUARY 2019

<i>Goal 1: Great Place for Residential and Business Development</i>	
Objectives	How the Shire will contribute
1.2 Ensure effective and efficient development and building service	a) Process development applications and undertake building regulation functions and services
1.3 Ensure timely provision of essential and strategic infrastructure	e) Provide and manage public open space, including ovals, parks and gardens, playgrounds, open area and reserves, road verges and median strips, and street trees
1.5 Facilitate population and visitor attraction and growth to expand and diversify the regional economy	a) Tourism and marketing with a focus on promotion and produce development based on natural assets in partnership with Department of Biodiversity, Conservation and Attractions
<i>Goal 2: Healthy, Safe and Active Community</i>	
2.4 Provide recreation and community facilities and activities	d) Plan for future recreation needs, including feasibility assessments in accordance with the Major Recreation Facilities Fund, and review of cycleway and dual use pathway plans

ATTACHMENTS

Circulated with the agenda is the following item relevant to this report:

- Development Application (Doc Id: 128556)
(Marked 9.3.3)

VOTING REQUIREMENT

Simple majority

OFFICER RECOMMENDATION

That Council grant development approval to Westside Tours for the utilisation of Reserve 24522 for the purpose of driving tours, subject to the following conditions:

- 1. operation shall be in accordance with the attached documentation date stamped 28 February 2019 subject to any modifications required as a consequence of any conditions of this approval and shall not be altered without the prior written approval of the local government.**
- 2. this approval, granted for a period of one (1) year from the Council decision date, is non-exclusive and allows for equal access and right of use of Reserve 24522 and associated infrastructure by the general public and others.**
- 3. the approval is non-transferable.**

4. the Shire of Dandaragan reserves the right to decline the renewal of or amend the conditions of this approval in the future.
5. the operational hours are between sunrise and sunset.
6. the proponent be in possession of an Australian approved public liability insurance policy to a minimum value as required by Department of Biodiversity, Conservation and Attractions (DBCA).
7. all activities are to comply with the Department of Biodiversity, Conservation and Attractions Commercial Operator Licencing requirements and other relevant legislation.
8. the proponent obtains a Commercial Operators Licence from the Department of Biodiversity, Conservation and Attractions and forwards a copy to the Shire prior to commencement of the operation.
9. that a person in charge of the operation is present while the business is operating.

Advice Notes:

1. The applicant be advised that “should you be aggrieved by this decision, or any conditions imposed, there is a right of review under the *Planning and Development Act 2005*. An application for review must be submitted in accordance with part xiv of the Act within 28 days of the date of this decision to the:

State Administrative Tribunal
GPO Box u1991
PERTH WA 6845”

9.3.4 REQUEST FOR AMENDMENTS TO DEVELOPMENT APPROVAL – WADDI WIND FARM

Location:	Several properties where the localities of Badgingarra, Cooljarloo and Dandaragan meet
Applicant:	Wind Prospect Pty Ltd on behalf of Waddi Wind Farm Pty Ltd
File Ref:	Development Services Apps / Development Application / 2011 / 15
Disclosure of Interest:	Nil
Date:	18 February 2019
Author:	Rory Mackay, Planning Officer
Senior Officer:	David Chidlow, Executive Manager Development Services

PROPOSAL

The proponent is requesting two amendments to the existing development approval for the Waddi Wind Farm, pursuant to Clause 77 of the Deemed Provisions of *Local Planning Scheme No.7 (LPS7)*. The two amendments sought are for an increase in height of the wind turbines tip and hub heights, and wind monitoring towers from 165m to 180m, 100m to 112m, and 100m to 112m respectively.

Clarification is also sought for the maximum number of wind turbines permitted as the current conditions of approval do not specify an amount.

BACKGROUND

The proposed Waddi Wind Farm is located approximately 15km north-west of Dandaragan. Development approval for the Waddi Wind Farm was issued by the Shire of Dandaragan in December 2011. In April 2015 the Shire approved an application to extend the Waddi Wind Farm development approval until 10 January 2020. In September 2016 the Shire approved the following amendments to the development approval:

1. *Amend the transmission line route for connection of the wind farm into the transmission network.*
2. *Amend the location of the on-site substation to a location 900 metres west of the current permitted location and increase the area of the on-site substation from 4 ha up to approximately 12 ha.*
3. *Increase the maximum tip height of the wind turbines (the height from ground level to the highest point of the blade tip of each wind turbine) from 152 metres to 165 metres.*
4. *Minor amendments to the wording of existing planning approval conditions (list of conditions is deleted for abbreviations)*
5. *Amendments to the location of access ways and cable routes.*
6. *Increase the number of permanent wind monitoring masts from two to three.*
7. *All other conditions of approval granted in January 2012 and April 2015 remain in force.*

The original development application lodged in 2011 was referred to the Environmental Protection Agency (EPA) for environmental impact assessment in accordance with Part 4, Divisions 1 & 2 of the *Environmental Protection Act 1986*. The EPA reached a decision of "Not Assessed – Public Advice Given".

The proponent provides relevant information regarding the proposed amendments to the development approval including expert technical assessments of the potential impacts.

COMMENT

The applicant has submitted the following comments and details in support of the amendments:

Increase the maximum tip height of the wind turbines from 165m to 180m and an increase to the maximum hub height of the wind turbines from 100m to 112m

Wind turbine technology has been continually advancing since the original planning approval was issued for the Waddi Wind Farm in 2011 and since the amendments to the planning approval in September 2016. The latest generation of wind turbines available are increasingly exceeding a tip height (the height from ground level to the highest point of the blade tip of each wind turbine) of 165 metres and a hub height (the height from ground level to the central point of blade rotation) of 100 metres. Raising the maximum allowable tip height and hub height of the wind turbines at the Waddi Wind Farm will allow for more modern wind turbine models to be installed which are generally more efficient and cost-effective and will also provide for increased generation output from the project, lowering the cost of energy produced.

Increase the maximum height of permanent monitoring masts from 100m to 112m

The original planning permit application and subsequent approval issued in 2011 provided for two permanent wind monitoring masts up to 100m in height. The amendment to the permit issued by the Shire of Dandaragan in September 2016 provided for an increase in the number of permanent wind monitoring masts from two to three. Wind characteristics are more accurately measured at the same height as the proposed wind turbine hub height as extrapolations can introduce uncertainties. With the proposed increase in wind turbine hub height from 100m to 112m, an increase to the allowable height of the wind monitoring masts from 100m to 112m is requested to provide for more accurate wind monitoring.

Expert technical studies were carried out previously to inform the environmental statement that comprised the original development application for the Waddi Wind Farm as well as to inform subsequent applications to amend development approval. Tilt

Renewables (of which Waddi Wind Farm Pty Ltd is subsidiary of) has managed a process whereby these expert technical studies have been reviewed by relevant experts to assess potential impacts of the proposed amendments. A summary of those reviews and assessments is presented below with full documentation provided in the electronic version of the attachments and has not been printed.

Aeronautical Impact Assessment

An Aeronautical Impact Assessment and Aerial Applications Assessment were completed by The Ambidji Group Pty Ltd (Ambidji Group) in November 2010 and June 2010 respectively to support the Environmental Statement that comprised the original planning application. Ambidji also prepared an Aviation Impact Assessment and Qualitative Risk Assessment to assess the potential impacts of the proposed amendments to the planning approval approved by the Shire of Dandaragan in September 2016. Landrum and Brown Worldwide (Aust) Pty Ltd (Landrum and Brown) (which acquired Ambidji Group in 2016) has prepared an Aeronautical Impact Assessment which provides the results of their assessment of potential impacts of the proposed amendments to the planning permit.

The Aeronautical Impact Assessment completed in 2018 concluded that the proposed Waddi Wind Farm:

- *Will not infringe any airport OLS;*
- *Will not infringe the PANS OPS surfaces of any airport;*
- *Will not impact on contingency procedures;*
- *Is located outside the clearance zones associated with all ATC surveillance and communications systems;*
- *Will not infringe the LSALT protection surfaces for any air route;*
- *Will not infringe the Grid LSALT protection surface in the area;*
- *Is outside the clearance zones associated with any aeronautical navigation aids;*
- *Will have a minimal impact upon local flying activities; and*
- *Will provide a significant visual navigation feature in the region.*

The Aeronautical Impact Assessment recommends that:

- *Details of the wind farm be provided to CASA and Defence for assessment of the need for obstacle lighting.*
- *Details of the wind farm be provided to Defence, for assessment of the impact on Military Low Level Flying Training operations in the area, for inclusion in local charts and briefing packages, and for confirmation of this assessment against military operated navigation aids and radar systems.*

The Aeronautical Impact Assessment will be provided to the Air-services Australia, the Department of Defence, and the Civil Aviation Safety Authority (CASA) for review when the final wind turbine layout has been determined. Conditions 3 to 6 of the

current planning approval relate to aviation, requiring notification of relevant parties of final wind turbine locations and heights.

Electromagnetic Interference Assessment

Electromagnetic interference (EMI) can affect radio and TV communication services. Laurie Derrick & Associates prepared a report assessing potential impacts to support both the Environmental Statement that comprised the original planning application and the potential impacts of the amendments to the planning approval approved by the Shire of Dandaragan in 2016. DNV GL has reviewed these previous assessments and assessed the potential impacts of the proposed amendments to the planning approval for the Waddi Wind Farm and reported their findings in a letter report. A summary of their findings are provided below.

- *One radio communications is located within 2km of approved wind turbine locations. Consultation should occur with the relevant service operator.*
- *Ten fixed point-to-point links cross the project boundary. There is one approved wind turbine location that has the potential to cause interference to two of these links through diffraction of the signals.*
- *Four wind turbine locations are within the calculated potential reflection zones for two point-to-point links. However, given the high frequency of these links, interference due to reflection or scattering of the signals is considered unlikely.*
- *The project may cause interference to nearby multi-point licences however further information is required to determine the potential of the project to impact these services.*
- *Wind turbines at approved locations may interfere with the digital terrestrial television signals from the Moora and Lancelin broadcast towers however coverage maps suggest that most of the potentially affected houses may be receiving limited or no signals from these transmitters.*

The proponent will micro-site approved wind turbine locations (as provided for in the original planning approval) to avoid the specified exclusion zones and will consult with the operators of services in the area following finalisation of the site layout and wind turbine configuration. Condition 8 of the current planning approval relates to EMI and requires that nearby residents are offered pre- and post-construction assessment of television reception and the remedy of any problems attributable to the wind farm.

Landscape and Visual Impact Assessment

GHD prepared a Report for Landscape and Visual Impact Assessment for the Waddi Wind Farm in September 2010 to support the Environmental Statement that comprised the original planning application. In May 2016, GHD prepared a Landscape

and Visual Impact Assessment Addendum Report which supported the application to amend the planning permit approved by the Shire of Dandaragan in September 2016. GHD has reviewed these assessments and assessed the potential impacts of the current proposed amendments to the planning approval for the Waddi Wind Farm and reported their findings in an Addendum Report... and includes six photomontages and Zone of Visual Influence (ZVI) diagrams. A summary of their findings is provided below.

- *The land use context of the surrounding landscape has not changed since the previous assessment.*
- *There would be a marginal to imperceptible increase in impacts associated with the proposed amendments.*
- *The wind farm would not be visible from the township of Dandaragan with the proposed amendments.*
- *The ZVI mapping revealed a minor increase in visibility in the area surrounding the wind farm.*
- *The six photomontages prepared show only a marginal change to views.*
- *Shadow flicker remains within applicable limits.*

Noise Assessment

ViPAC prepared a Noise Impact Assessment for the Waddi Wind Farm in December 2010 to support the Environmental Statement that comprised the original planning application and also a statement in April 2016 assessing potential impacts of the amendments to the planning permit approved by the Shire of Dandaragan in September 2016. ViPAC has reviewed these assessments and assessed the potential impacts of the current proposed amendments to the planning approval for the Waddi Wind Farm and reported their findings in a revised Noise Assessment. The assessment found that the predicted noise levels from the wind turbine configuration proposed for the Waddi Wind Farm can comply with the criteria and requirements of the SA EPA "Environmental Noise Guidelines: Wind Farms, 2009" at the relevant residential receivers. The levels also comply with the criteria for the landholder receivers that are involved with the wind farm. In particular, the assessment found that the proposed increase in hub height and tip height will not increase the predicted noise level experienced at receivers located around the wind farm relative to the current approved hub height and tip height.

Conditions 12 to 18 of the current planning approval relate to noise and require that the final wind farm design meets applicable noise standards and that a post-construction monitoring program be implemented to verify compliance.

Traffic Assessment

ARRB prepared a prefeasibility traffic management plan for the Waddi Wind Farm in September 2010 to support the

Environmental Statement that comprised the original planning application. To inform the application to amend the planning permit subsequently approved by the Shire of Dandaragan in September 2016, ARRB reviewed that assessment and assessed the potential impacts of the previously proposed amendments to the planning approval for the Waddi Wind Farm. They found that the marginal increase in blade length associated with an increase in maximum tip height from 152 metres to 165 metres would be unlikely to impact traffic or transportation beyond what was originally proposed. With a further marginal increase in tip height proposed to 180 metres, this is similarly unlikely to impact traffic or transportation beyond the 165 metres currently approved.

Conditions 9 to 11 of the current planning approval require preparation of a Traffic Management Plan prior to commencement of construction, suitable construction of access points and preparation of a Road Condition report prior to commencement of the project. Further consultation with Main Roads WA will occur to input to the detailed design of the transmission line.

Ecology Assessment

RPS Australia completed the following assessment reports for the Waddi Wind Farm to support the Environmental Statement that comprised the original planning application.

- *Fauna Assessment in October 2010;*
- *Avifauna Assessment in November 2010;*
- *Flora and Vegetation – Environmental Impacts and Management in March 2010 (prepared by Outback Ecology for RPS Australia); and*
- *Targeted Level 1 Vegetation and Flora Assessment in March 2010 (prepared by Outback Ecology for RPS Australia).*

RPS Australia subsequently completed the following assessment reports for the Waddi Wind Farm to support an application to amend the original planning approval in 2016. The scope of these assessment reports included the proposed on-site substation location and proposed transmission line route.

- *Fauna Assessment in April 2014; and*
- *Spring Flora and Vegetation Survey and Black Cockatoo Habitat Survey in April 2014.*

RPS Australia has reviewed these assessment reports and assessed any potential impacts associated with the proposed amendments. RPS found that the risk to common bat species and conservation significant bird species from the proposed amendments is not expected to significantly increase.

Condition 19 of the current planning approval requires that a clearing permit is obtained in accordance with the provisions of the Environmental Protection (Clearing of Native Vegetation)

Regulations 2004 and Condition 20 requires the development and implementation of an Avian Fauna Collision Risk Monitoring Program. A clearing permit was obtained from the Department of Conservation in February 2012 in relation to the original proposed infrastructure layout. This permit has expired and a new application will be lodged in due course.

Shadow Flicker Assessment

Wind Prospect Pty Ltd prepared a shadow flicker analysis to inform the Environmental Statement that comprised the original planning application in 2011 and to inform the previous application to amend the planning permit. To inform this application, GHD has modelled shadow flicker from 57 wind turbines on 67 dwellings and found that one dwelling existing within the Zone of Influence however the level of flicker was less than 30 hours per year. GHD's assessment is included in the Landscape and Visual Impact Assessment Addendum Report.

These above specialist assessments indicate that the proposed amendments to the development approval will have a minimal impact on the rural landscape relative to that provided for under the current approval as outlined in the matters below:

1. The existing agriculture use of the land is not adversely impacted by the proposed amendments as the land can continue to be farmed while and after installation of the renewable energy facility.
2. Nearby sensitive land uses (dwellings) are also not adversely impacted by the proposed amendments.
3. There will not be a significant impact on any species of flora or fauna listed in State or federal legislation. A clearing permit will be sought from the Department of Water and Environment Regulation.
4. There will be no increased fire management risk resulting from the proposed amendments. A fire management plan will be prepared as part of the Environmental Management Plan prior to the commencement of construction in consultation with the Department of Fire and Emergency Services.
5. There will not be any additional servicing requirements beyond what is provided for under the current approval.

These matters outlined provide consistency with the Western Australian Planning Commission's *Position Statement: Renewable energy facilities* which has the policy intent of:

To ensure that renewable energy facilities are located in areas that minimise potential impact upon the natural landscape and the environment while maximising energy production returns and operational efficiency.

Therefore, the proposed amendments achieve orderly and proper planning. In addition, the proposal in general will provide a positive

social, economic and environmental benefit to the Shire of Dandaragan and wider Western Australian community through the employment, local investment and provision of renewable energy to the State of Western Australia.

The proponent is also seeking confirmation that there is no maximum number of permitted wind turbines as the conditions of approval do not state a figure. This is to be interpreted in the context of condition 1 of development approval, which reads:

The land use and development shall be undertaken generally in accordance with the approval plans. In a manner that is deemed to comply, to the satisfaction of the Chief Executive Officer.

A total of 57 turbines were denoted on the plans and specifications within the initial 2011 approved documentation. In the prescribed context this would result in any more than 57 turbines requiring another amendment to development approval. Sustainable commencement of development generally defined as

Work or development the subject of the development approval has begun by the performance of some substantial part of that work or development, resulting in the development approval being valid/activated;

The performance of this legal function provides the proponent with the ability to construct a partial number of the 57 wind turbines initially before the expiration approval date of 10 January 2020 with the opportunity to erect the remaining number of wind turbines at a later date. This may also prove functional for the proponent given Western Power's limits placed on the amount of power renewable energy facilities can contribute to the public power network over time.

CONSULTATION

Prior to lodging the planning amendment application with the Shire, Tilt Renewables began their own stakeholder consultation. The process commenced towards the end of 2018 and is ongoing. The notification and consultation to date has consisted of:

- Letters addressed to specific stakeholders in the project providing project updates and advising of the proposed amendments, distributed by email and/or mail.
- A generic letter providing a project update and details of the proposed amendments distributed to dwellings within a 10km distance from the wind farm undertaken with assistance from the Shire of Dandaragan, a copy of which is provided in Attachment 4.
- Face-to-face meetings and discussions with members of the Shire of Dandaragan.

- The project website (www.waddiwindfarm.com.au) was updated in November 2018 with information regarding the proposed amendments to the planning approval.

As part of the consultation process for the previous planning permit amendments in 2016, an Information Session was held at the Dandaragan Hall; however this event was not well attended with feedback from only one visitor. For the planning permit amendments sought in this application, letters have therefore been provided to residents within 10km of the wind farm site. It is estimated that the letter was distributed to approximately 70 residents of which five residents provided feedback, as shown in the attached proponent schedule of submissions.

One of these five residents expressed support for the project due to employment opportunities and expressed the view that the proposed increased wind turbine tip height would be unnoticeable. One other did not express a view for or against but sought further information regarding the project. The other three respondents objected to the proposed amendments with two of these three respondents raising issues associated with one or more of health risks, visual impact, decreased land value and noise. All respondents have been/will be engaged further by Tilt Renewables to discuss their feedback and provide responses and further information as appropriate.

The proponent notes as the development of the Waddi Wind Farm project progresses, engagement with stakeholders will be ongoing using newsletters, letters, emails, meetings and updates to the project website.

The Shire also formally advertised the amendments to the same 10km radius landowners from 29 January 2019 to 15 February 2019. Five submissions were received which are outlined with the officer's response to each in the attached schedule of submissions. Of these submissions, three submitters objected to the proposal, while one submitter recommended additional conditions be added, with the five and final submitter supporting the design amendments. It is noted two of the objectors also objected to the proponent through their consultation outlined above and are being contacted further by Tilt Renewables for further discussions and clarification. None of the submissions have influenced the officer's recommendation. The schedule of submissions has also been passed onto the proponent for their consideration and benefit of stakeholder consultation moving forward with the project.

STATUTORY ENVIRONMENT

- Local Planning Scheme No. 7
- Environmental Protection Act 1986

- Environmental Protection (Noise) Regulations 1997

POLICY IMPLICATIONS

- Environment Protection Bulletin No.21: Guidance for wind farm developments
- Position Statement: Renewable energy facilities
- Visual Landscape Planning in WA
- Wind Farms and Landscape Values

FINANCIAL IMPLICATIONS

The applicant has paid the costs of advertising the proposed amendments to affected landowners.

STRATEGIC IMPLICATIONS

- Rural Land Use Local Planning Strategy 2012
- Draft Local Planning Strategy 2016

Renewable energy projects deemed compatible with surrounding land uses are encouraged in both local planning strategies.

- 2016 – 2026 Community Strategic Plan

<i>Goal 1: Great Place for Residential and Business Development</i>	
Objectives	How the Shire will contribute
1.2 Ensure effective and efficient development and building services	a) Process development applications and undertake building regulation functions and services
1.4 Ensure Shire is "open for business" and supports industry and business development	b) Identify and engage with future new business and industry opportunities

ATTACHMENTS

Circulated with the agenda are the following items relevant to this report:

- Waddi Wind Farm amendment application volumes 1 & 2 (Doc Ids: 127230 & 127232) (*electronic only*)
- Tilt Renewables schedule of submissions (Doc Id: 127493)
- Shire schedule of submissions (Doc Id: 128597)

VOTING REQUIREMENT

Simple majority

OFFICER RECOMMENDATION

That Council pursuant to Clause 77 of the Deemed Provisions of *Local Planning Scheme No.7* grant the amendments as set out in *Waddi Wind Application to Amend Planning Approval - Volumes 1 and 2* dated January 2019 (Doc Ids: 127230 & 127232) to development approval granted December 2011 and as amended in April 2015 and September 2016 to Waddi Wind Farm Pty Ltd for minor height modifications to the wind turbines and wind monitoring towers.

9.3.5 VESTING OF RESERVE 27995, YANDIN ROAD DANDARAGAN

Location:	R27995Yandin Road
Applicant:	Department of Biodiversity, Conservation and Attractions.
File Ref:	Development Services App/
Disclosure of Interest:	None
Date:	14 February 2019
Author:	David Chidlow, Executive Manager Development Services
Senior Officer:	Brent Bailey, Chief Executive Officer

PROPOSAL

The Department of Biodiversity, Conservation and Attractions (DBCA) requests that Council relinquish the joint vesting of R27995 which is currently a shared gravel reserve with Main Roads WA (MRWA).

BACKGROUND

Main Roads WA contacted the Department of Biodiversity, Conservation and Attractions in October 2018 advising that they no longer require R27995 for 'gravel purposes' and requested if the DBCA would include the reserve in the conservation estate.

DBCA has reviewed the reserve and would be very supportive of taking on the vesting of this land for amalgamation with the adjoining class A reserve 39571, which has a purpose of Conservation Fauna Protection of Flora.

The issue is that R27995 is in a joint vesting with MRWA and the Shire of Dandaragan. To assist the DBCA to accomplish the amalgamation of these two reserves, the Shire is requested to relinquish the joint vesting of R27995.

COMMENT

Reserve 27995 forms the eastern part of the Yandin lookout and the road leading to the lookout is currently on this reserve.

The reserve has similar native vegetation as is present on the western Yandin Lookout. There are identified rare flora on the lookout Reserve and it is highly likely there will be similar flora on the gravel reserve.

Prior discussions with the previous Executive Manager Infrastructure Services Garrick Yandle was that there is no short or long term need for gravel from this particular reserve. It would be difficult to extract gravel from this reserve without impacting on the Yandin lookout road access and causing a "drop off" close to the public lookout.

CONSULTATION

Nil.

STATUTORY ENVIRONMENT

Land Administration Act 1997

POLICY IMPLICATIONS

There are no policy implications relevant to this item.

FINANCIAL IMPLICATIONS

There is a loss of potential gravel reserves from this site. However given that this is a jointly held vesting with Main Roads WA, there is the likelihood that MRWA could extract the gravel prior to Council.

STRATEGIC IMPLICATIONS

2016 – 2026 Strategic Community Plan

<i>Goal 4: Healthy Natural and Built Environment</i>	
Objectives	How the Shire will contribute
4.2 Support positive land and biodiversity management practices	c) Develop and implement gravel pit restoration program
Business as usual	a) Management of Council reserves b) Road verge management

ATTACHMENTS

Circulated with the agenda are the following items relevant to this report:

- Letter of request relinquish the joint vesting of Reserve 27995 (Doc Id:126851)
 - Plan of Reserve 27995 (Doc Id: 126851)
- (Marked 9.3.5)**

VOTING REQUIREMENT

Simple majority

OFFICER RECOMMENDATION

That Council advise the Department of Biodiversity, Conservation and Attractions that it relinquishes the joint vesting of R27995 for 'gravel purposes' and request the Department of Biodiversity, Conservation and Attractions to include the reserve in the adjoining conservation estate.

9.4 GOVERNANCE & ADMINISTRATION

9.4.1 JURIEN BAY INTERPRETIVE COMPLEX LEASE OF PORTION RESERVE 31884

Location:	Jurien Bay Reserve 31844, Lot 33 Jurien Bay Marina
Applicant:	Jurien Bay Interpretative Complex Management Committee
Folder Path:	Business Classification Scheme / Parks and Reserves / Service Provision / Jurien Bay Recreation Ground
Disclosure of Interest:	Nil
Date:	18 February 2019
Author:	Brent Bailey, Chief Executive Officer
Senior Officer:	Not applicable

PROPOSAL

The item seeks Council endorsement of a lease on a portion of Jurien Bay Recreation Reserve 31884 to the Jurien Bay Interpretative Complex Committee.

BACKGROUND

The Jurien Bay Interpretative Complex Inc. is a group of three organisations comprising the Jurien Bay Lions Club, the Inspirational Community Arts Network, and the Museum Group.

The groups have come together to seek a suitable collocated venue from which to operate their particular organisations. This process of collaboration to secure a suitable site for development has been ongoing since 2012 and at the July 2014 Council meeting the Council agreed in principle to lease a portion of the Jurien Bay Recreation Reserve 314884 to the group as follows:

Moved Cr McGlew, seconded Cr Sheppard

That:

- 1. Council agree in principle to the establishment of the Jurien Interpretation Complex on Reserve 31884 (Jurien Bay Recreation Reserve) and seek approval from the Department of Lands for power to lease being granted to Council over the Reserve and for the leasing of a portion of the area to the Jurien Interpretation Complex Management Committee; and***
- 2. the Jurien Interpretation Complex Management Committee be advised that Council will consider the clearing and earth works being carried out on the site following the preparation of a costing for the works to be undertaken and that all other works on site including servicing be at the expense of the Jurien Interpretation Complex Management Committee.***

CARRIED 9 / 0

Since the July 2014 Council meeting the group has become incorporated and has explored a number of other options for

accommodation for the group. This included two separate sites at the marina and alternative freehold locations however the costs associated with renovating the marina sites and lack of funding potential on freehold facilities have eliminated those options.

Council most recently supported the group's pursuit of a facility at the August 2018 Council meeting as follows:

Moved Cr Shanhun, seconded Cr McGlew

That Council:

- 1. authorise the CEO to negotiate a draft lease agreement for Lot 33 Jurien Bay Marina for Council to consider; and***
- 2. request staff to prepare a report for Council addressing any potential financial risks to the Shire associated with the undertaking of the draft lease.***

CARRIED 6 / 2

As the Interpretative Complex Committee has not pursued the lease of the marina site a draft lease agreement between the Shire and the Department of Transport has not progressed.

The group's preferred option for development is to continue with the Bashford Street site and the Lion's Club were recently supported via a self-supporting loan to commence the project with a shed.

In between preparing the August 2018 item for Council consideration and finalising the agenda a third recommendation to endorse a lease being entered into with the group over the Bashford Street site was inadvertently deleted but yet acted on by Shire staff and the attached lease has been signed by the Chief Executive Officer and Shire President.

COMMENT

This item has been prepared seeking Council's endorsement of the executed lease between the Shire and the Interpretative Complex Committee. In light of the wording of the earlier Council resolution providing "in-principal" support, the lease document should have been put back before Council before execution. The lease was developed using the Shire's standard lease template and terms and conditions from Policy 6.5 – Reserves.

Endorsing the lease for the portion of land on the Bashford Street site will enable the Interpretative Complex Committee to continue planning for their future permanent home. Having a long term lease on the portion of land will also allow the group to seek grant funding for the future development of the site. Alternatively if Council do not endorse the executed lease, staff will need to

negotiate with the Committee to execute a new lease with any amended terms as directed by Council.

CONSULTATION

- Jurien Bay Interpretative Complex Committee

STATUTORY ENVIRONMENT

- Land Administration Act 1997

POLICY IMPLICATIONS

Policy 6.5 Reserves

OBJECTIVE

To provide guidance regarding the usage and leasing arrangement of Shire Reserves.

FINANCIAL IMPLICATIONS

There are no financial implications attached to this item as all costs for leases are typically borne by the groups applying for the lease.

STRATEGIC IMPLICATIONS

2016 – 2026 Strategic Community Plan

<i>Goal 2: Health Safe and Active Community</i>	
<u>Objectives</u>	<u>How the Shire will contribute</u>
2.4 Provide recreation and community facilities and activities	b) Manage club leases and other community leases

ATTACHMENTS

Circulated with the agenda is the following item relevant to this report:

- Executed Lease Document Jurien Bay Interpretive Complex Inc. (Doc Id: 128874)
(Marked 9.4.1)

VOTING REQUIREMENT

Simple majority

OFFICER RECOMMENDATION

That Council endorse the Lease Document (Doc Id: 128874) for the surveyed portion of Reserve 31884 of the Jurien Bay Recreation Reserve to the Jurien Bay Interpretive Complex Inc. for a period of 21 years.

9.4.2 CORPORATE BRANDING STYLE GUIDE

Location:	Shire of Dandaragan
Applicant:	Shire of Dandaragan
Folder Path:	Business Classification Scheme / Community Relations / Corporate Image
Disclosure of Interest:	Nil
Date:	14 February 2019
Author:	Alison Slys, Economic Development Coordinator
Senior Officer:	Brent Bailey, Chief Executive Officer

PROPOSAL

This item proposes the adoption of the new Shire of Dandaragan Corporate Branding Style Guide to endorse the combined use of new corporate imagery alongside the existing Shire logo as a corporate crest.

BACKGROUND

After corporate branding was identified as a project in the Shire of Dandaragan Strategic Community Plan 2011-2021, officers worked with the nominated supplier to create a brand style guide for the Shire. The first step was developing a logo and four options were presented to Council via a Council forum in October 2013. The selection process was not unanimous and the project was placed on hold.

Two years later the project was again brought to a Council forum to discuss moving forward, addressing the contentious issues remaining from the original project and concerns about the existing, and much revered, logo being replaced.

In March 2016 some design samples were presented to another Council forum, outlining the potential to retain the existing logo as a corporate crest, introduce a new logo for use by the Shire's corporate entity and leave each community township to retain its own existing floral emblems, logos or unique branding items that may already be in place. At the Council meeting on 24th March 2016 the following item was carried:

That Council approve the development of a Corporate Brand Policy and Style Guide including updated brand images and logos that outlines the application of brand images, logos, colours, fonts, taglines and the Shire's existing logo as a corporate seal, in all Shire of Dandaragan correspondence and publications.

Moved Cr Kulisa, seconded Cr Gibson

CARRIED 7/2

The project has continued to be developed and presented to Council through various Council forums since that meeting and a final version of the proposed Corporate Brand Policy and Style Guide has now been prepared.

COMMENT

One of the priorities in the re-branding process has been protecting the historic value of the Shire's existing four-quadrant logo. The logo has a strong connection to the region, reflecting the original four economic pillars of the Shire and the current prosperity, growth and development of the region owes a great deal to these industries and natural assets. The existing logo will be retained in the re-branding process but elevated to a corporate crest, for use by the Shire President, elected members, functions within Council chambers and associated civic purposes.

Acknowledging that the Shire now has more diverse economic and community assets than those four economic pillars, the blending of multiple colours within a modified four-quadrant logo for the new branding is a nod to the Shire's history, whilst also looking forward. The blend of colours is highly inclusive and can be interpreted as any number of factors, assets, communities, industries or personal highlights that all combine to represent diversity and connectivity. The four-quadrant design retains the historical value of the Shire, acknowledging those four original economic pillars of the Shire from the original logo and the four main townships that make up our local government area.

The re-branding will be progressively rolled out to ensure it is completed in the most cost-effective way and for the most part, on a replacement as needed basis.

CONSULTATION

- Elected Members via Council forum
- Market Creations

STATUTORY ENVIRONMENT

There are no statutory implications relevant to this item.

POLICY IMPLICATIONS

There are no policy implications relevant to this item but a corporate branding policy may be developed in the future to further support the Corporate Branding Style Guide.

FINANCIAL IMPLICATIONS

There are no financial implications relevant to this item; implementation of the corporate imagery will be rolled out on an item replacement basis, with other items will be rebranded in-house as required. There is already a budget allocation for a website re-refresh so the new branding will be applied as part of that process.

STRATEGIC IMPLICATIONS

2016 - 2026 Strategic Community Plan

AGENDA FOR ORDINARY COUNCIL MEETING TO BE HELD THURSDAY 28 FEBRUARY 2019

<i>Goal 1: Great Place for Residential and Business Development</i>	
Objectives	How the Shire will contribute
1.5: Facilitate population and visitor attraction and growth to expand and diversify the regional economy	f) Development of a Corporate Brand Policy and style guide, including updated brand images and logos

ATTACHMENTS

Circulated with the agenda is the following item relevant to this report:

- 20190213 SOD Style Guide Feb 2019 (Doc Id: 128489)
(Marked 9.4.2)

VOTING REQUIREMENT

Simple Majority

OFFICER RECOMMENDATION

That Council adopt the Shire of Dandaragan Corporate Branding Style Guide to endorse the combined use of new corporate imagery alongside the existing Shire logo as a corporate crest.

9.5 COUNCILLOR INFORMATION BULLETIN**9.5.1 SHIRE OF DANDARAGAN – JANUARY 2019 COUNCIL STATUS REPORT**

Document ID: 127823

Attached to the agenda is a copy of the Shire's status report from the Council Meeting held 24 January 2019. **(Marked 9.5.1)**

9.5.2 SHIRE OF DANDARAGAN – INFRASTRUCTURE REPORT – JANUARY 2019

Document ID: 128987

Attached to the agenda is a copy of the Shire of Dandaragan's Infrastructure Report for January 2019. **(Marked 9.5.2)**

9.5.3 SHIRE OF DANDARAGAN – BUILDING STATISTICS – JANUARY 2019

Document ID: 128259

Attached to the agenda is a copy of the Shire of Dandaragan Building Statistics for January 2019. **(Marked 9.5.3)**

9.5.4 SHIRE OF DANDARAGAN – PLANNING STATISTICS – JANUARY 2019

Document ID: 128526

Attached to the agenda is a copy of the Shire of Dandaragan Planning Statistics for January 2019. **(Marked 9.5.4)**

9.5.5 SHIRE OF DANDARAGAN TOURISM / LIBRARY REPORT FOR JANUARY 2019

Document ID: 128509

Attached to the agenda is monthly report for Tourism / Library for January 2019. **(Marked 9.5.5)**

9.5.6 AUSTRALIAN HOTELS ASSOCIATION WA – UNAPPROVED SHORT STAY ACCOMMODATION IS DISTRUPTING COMMUNITIES

Document ID: 128142

Attached to the agenda is correspondence from Australian Hotels Association WA with relation to illegal short stay accommodation **(Marked 9.5.6)**

9.5.7 SHIRE OF DANDARAGAN – CAPITAL WORKS PROJECTS REPORT – JANUARY 2019

Document ID: 128871

Attached to the agenda is a copy of the Shire of Dandaragan's Capital Works Project Report for January 2019. **(Marked 9.5.7)**

10 NEW BUSINESS OF AN URGENT NATURE – INTRODUCED BY RESOLUTION OF THE MEETING

AGENDA FOR ORDINARY COUNCIL MEETING TO BE HELD THURSDAY 28 FEBRUARY 2019

- 11 CONFIDENTIAL ITEMS FOR WHICH MEETING IS CLOSED TO THE PUBLIC**

- 12 ELECTED MEMBERS MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN**

- 13 CLOSURE OF MEETING**



ATTACHMENTS

FOR ORDINARY COUNCIL MEETING 28 FEBRUARY 2019

SHIRE OF DANDARAGAN

ACCOUNTS FOR PAYMENT

FOR THE PERIOD ENDING

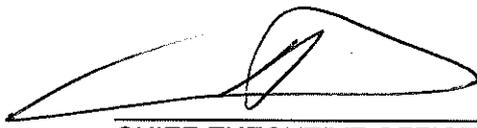
31 JANUARY 2019

SUMMARY OF SCHEDULE OF ACCOUNTS JANUARY 2019

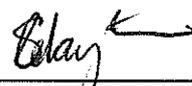
<u>FUND</u>					<u>AMOUNT</u>	
<u>MUNICIPAL FUND</u>						
CHEQUES	33611	-	33623		\$67,837.31	
EFT'S	EFT	304	-	EFT	310	\$690,685.69
DIRECT DEBITS	GJBDEB-	3473		GJBDEB-	3524	\$42,042.16
TOTAL MUNICIPAL FUND					<u>\$800,565.16</u>	

TRUST FUND
CHEQUES - **NIL**

This schedule of accounts to be passed for payment, covering vouchers as detailed above, which was submitted to each member of Council has been checked and is fully supported by vouchers and invoices which are submitted herewith and which have been duly certified as to the receipt of goods and the rendition of services and as to prices, computations, and costings and the amounts shown the amounts show are due for payment.



CHIEF EXECUTIVE OFFICER



EXECUTIVE MANAGER CORPORATE &
COMMUNITY SERVICES

MUNICIPAL ACCOUNT				
DATE	CHEQUE	PAYEE	INVOICE DETAILS	AMOUNT
4/01/2019	33611	Synergy	Various Electricity Usage	\$25,760.65
4/01/2019	33612	Telstra Corporation	Various Telephone Usage	\$10,448.01
24/01/2019	33613	Jurien Bay IGA	Jurien Admin Consumables Dec 18	\$863.15
24/01/2019	33616	Synergy	Various Electricity Usage	\$17,528.75
24/01/2019	33617	Water Corporation	Various Water Usage	\$625.00
24/01/2019	33618	Telstra Corporation	Various Telephone Usage	\$7,655.66
24/01/2019	33619	Shire Of Dandaragan	BSL Building Commission Dec 18	\$50.00
24/01/2019	33620	Water Corporation	Various Water Usage	\$2,920.46
31/01/2019	33621	Telstra Corporation	Various Telephone Usage	\$187.68
31/01/2019	33622	PLEASE PAY CASH	Jurien Admin Petty Cash Recoup	\$250.45
31/01/2019	33623	Wolfcom Australia Pty Limited	Wolfcom Vision Cameras & Accesories	\$1,547.50
				\$67,837.31

DIRECT DEBITS				
DATE		JOURNAL NUMBER	DESCRIPTION	AMOUNT
2/01/2019		GJBDEB-3474	BWA - Paper Trans Fee - Dec 18	\$46.20
2/01/2019		GJBDEB-3475	BPay Maintenance Fee - Dec 18	\$15.00
2/01/2019		GJBDEB-3476	BWA - Over The Counter Fee - Dec 18	\$50.00
2/01/2019		GJBDEB-3477	BPay Transaction Fee - Dec 18	\$186.40
2/01/2019		GJBDEB-3478	BWA - Mntnce Fee Ex 117-005816-7 - Dec 18	\$20.00
2/01/2019		GJBDEB-3479	BWA - OBB Record Fee - Dec 18	\$12.85
2/01/2019		GJBDEB-3480	Self Supporting Loan114 - CCC	\$9,575.46
2/01/2019		GJBDEB-3481	Reverse - Easifleet ERV Lease 21 of 48	-\$1,257.31
2/01/2019		GJBDEB-3481	Easifleet ERV Lease 21 of 48	\$1,257.31
2/01/2019		GJBDEB-3482	ANZ Merchant Fees - Dec 18	\$118.50
2/01/2019		GJBDEB-3483	Maia (Alleasing) lease 01/01/19 - 31/03/19	\$1,976.32
3/01/2019		GJBDEB-3484	BWA Merchant Fees - Dec 2018	\$142.26
3/01/2019		GJBDEB-3485	BWA Merchant Fees - Dec 2018	\$59.90
3/01/2019		GJBDEB-3486	Pinnacles Motel - Council Dinner 15/11/18	\$670.50
3/01/2019		GJBDEB-3487	Lunch - Perth Meeting - 16/11/18	\$15.90
3/01/2019		GJBDEB-3488	Parking - Perth Meeting - 16/11/18	\$11.21
3/01/2019		GJBDEB-3489	Lunch - Perth Meeting - 03/12/18	\$8.50
3/01/2019		GJBDEB-3490	Parking - Perth Meeting - 03/12/18	\$31.25
3/01/2019		GJBDEB-3491	Accommodation - Holmes/Shaw - pre Darwin	\$335.37
3/01/2019		GJBDEB-3492	TCVC business name renewal	\$84.00
3/01/2019		GJBDEB-3493	Accommodation - Holmes - Darwin Forum	\$713.55
3/01/2019		GJBDEB-3494	Accom. - Shaw - Darwin Forum (Reimbursed)	\$525.00
3/01/2019		GJBDEB-3495	Adventure World - Envision competition prize	\$185.40
3/01/2019		GJBDEB-3496	Adventure World - Envision competition prize	\$20.00
3/01/2019		GJBDEB-3497	Meulemans Cricket Ctr - Gift Voucher	\$250.00
3/01/2019		GJBDEB-3498	Adobe Software licence subscription	\$527.87
3/01/2019		GJBDEB-3499	State Law Publisher - Advertising	\$74.65
3/01/2019		GJBDEB-3500	Dept. Mines - Multi Entry Certificates	\$192.00
3/01/2019		GJBDEB-3501	Copy of Cert. of Title	\$25.70
3/01/2019		GJBDEB-3502	Murray St Grill - Council Dinner	\$469.00
3/01/2019		GJBDEB-3503	Accommodation - pre Cocos Island	\$100.00
3/01/2019		GJBDEB-3504	Parking - Cocos Island	\$27.22
3/01/2019		GJBDEB-3505	Taxi - Cocos Island	\$33.29
3/01/2019		GJBDEB-3506	Taxi - Cocos Island	\$25.00
3/01/2019		GJBDEB-3507	Taxi - Cocos Island	\$25.00
3/01/2019		GJBDEB-3508	Internet - Cocos Island	\$19.95
3/01/2019		GJBDEB-3509	Parking - Airport	\$128.82
3/01/2019		GJBDEB-3510	Service - PLV240	\$570.00
3/01/2019		GJBDEB-3511	Replace headlight - PLV240	\$836.00
3/01/2019		GJBDEB-3512	Foreign Transaction Fee	\$15.57
10/01/2019		GJBDEB-3473	Salary Packaging	\$4,565.03
10/01/2019		GJBDEB-3513	AustPost Commission Nov 18 - TQVC	\$46.03
15/01/2019		GJBDEB-3514	Municipal Bank Account	\$9.90
23/01/2019		GJBDEB-3518	WA Treasury - WATC G'TEE Fee Payment	\$1,453.33
24/01/2019		GJBDEB-3515	Salary Packaging	\$4,565.03
24/01/2019		GJBDEB-3519	BWA - Deposit Book	\$4.50
24/01/2019		GJBDEB-3520	Easifleet ERV Lease 22 of 48 - Jan 19	\$1,257.31
24/01/2019		GJBDEB-3521	AustPost - Commission - Admin - Dec 18	\$75.72
24/01/2019		GJBDEB-3522	AustPost - Commission - TCVC - Dec 18	\$38.18
25/01/2019		GJBDEB-3516	SuperChoice	\$20,255.84
25/01/2019		GJBDEB-3517	SuperChoice	\$19,563.75
29/01/2019		GJBDEB-3523	WEX Fuel Cards - Dec/Jan 2018/9	\$851.36
31/01/2019		GJBDEB-3524	Rev -Short Banked - Comm ID 12115	-\$100.00
31/01/2019		GJBDEB-3524	Short Banked - Comm ID 12115	\$100.00
				\$42,042.16

DNIC FUNDS TRANSFER				
4/01/2019	304/932	AMPAC Debt Recovery (WA) Pty Ltd	Legal Expenses - 26/11-30/11/18	\$990.00
4/01/2019	304/932	AMPAC Debt Recovery (WA) Pty Ltd	Legal Expenses - 10/12-14/12/18	\$572.00
4/01/2019	304/932	Avdata Australia	Jurien airport flight data Dec 18	\$104.04
4/01/2019	304/932	BP Jurien Bay	Puncture repair	\$50.00
4/01/2019	304/932	BCITF	BCITF - December 2018	\$4,028.17
4/01/2019	304/932	BCITF	BCITF Commission - Dec 18	-\$49.50
4/01/2019	304/932	Catalyse Pty Ltd	MARKYT Community Scorecard 2018	\$9,900.00
4/01/2019	304/932	Cervantes Hardware and Marine	Galv Hex & Bolts	\$5.08
4/01/2019	304/932	Cervantes Hardware and Marine	S/S bolt M10x75mm	\$7.70
4/01/2019	304/932	Cervantes Hardware and Marine	Hydrochloric acid, neta hose	\$36.85
4/01/2019	304/932	Cervantes Hardware and Marine	Filters, Crimp Terminals, fuse holder	\$50.44
4/01/2019	304/932	Cervantes Hardware and Marine	24hr timer compact	\$12.10
4/01/2019	304/932	Cervantes Hardware and Marine	Mr Hitche pull pin & clip, lynch pin	\$17.60
4/01/2019	304/932	Cervantes Hardware and Marine	S/S hose clamp, bolts, brass plug	\$14.96
4/01/2019	304/932	Cervantes Hardware and Marine	Retic fittings,	\$31.57
4/01/2019	304/932	Cervantes Hardware and Marine	Multigrow pellets	\$82.50
4/01/2019	304/932	Cervantes Hardware and Marine	Nipple 2-1/2" bsp	\$24.20
4/01/2019	304/932	Courier Australia	Freight - Jurien Admin	\$53.14
4/01/2019	304/932	Courier Australia	Freight - Dandy Depot	\$125.51
4/01/2019	304/932	Courier Australia	Freight - Pathology	\$10.73
4/01/2019	304/932	Empire Oil Company (WA) Limited	Refund overpayment of rates	\$44.05
4/01/2019	304/932	Family Affair Cafe	Catering - EHO Seminar	\$188.00
4/01/2019	304/932	Fuel Distributors of WA Pty Ltd	Diesel - Jurien Depot	\$8,253.97
4/01/2019	304/932	Jurien Bay CRC	Advertising Craytales issue 334	\$83.75
4/01/2019	304/932	Jurien Bay Tourist Park	BookEasy booking 7320817	\$145.00
4/01/2019	304/932	Jurien Bay Tourist Park	BookEasy Commission 24/12/18	-\$18.13
4/01/2019	304/932	Jurien Hardware - Thrifty Link	Bore Casing	\$71.25
4/01/2019	304/932	Jurien Hardware - Thrifty Link	Rapid Set Cement	\$7.46
4/01/2019	304/932	Jurien Hardware - Thrifty Link	Hose clamp	\$13.32
4/01/2019	304/932	Jurien Hardware - Thrifty Link	DWV Coupling Plain	\$8.56
4/01/2019	304/932	Jurien Hardware - Thrifty Link	Tape Measure	\$11.40
4/01/2019	304/932	Jurien Hardware - Thrifty Link	Plastic Leaf scoops	\$15.20
4/01/2019	304/932	Jurien Hardware - Thrifty Link	DWY pipe	\$34.20
4/01/2019	304/932	Jurien Hardware - Thrifty Link	Bore casing, teflon tape	\$94.05
4/01/2019	304/932	Jurien Hardware - Thrifty Link	9kg gas refills	\$33.25
4/01/2019	304/932	Jurien Hardware - Thrifty Link	9kg gas refills	\$99.75
4/01/2019	304/932	Jurien Hardware - Thrifty Link	9kg gas refills	\$66.50
4/01/2019	304/932	Jurien Home Timber & Hardware	PVC Fittings, screws, seals	\$39.55
4/01/2019	304/932	Jurien Home Timber & Hardware	Jumbo Toilet Rolls	\$104.00
4/01/2019	304/932	Jurien Home Timber & Hardware	Padbolt L/Shoot	\$26.70
4/01/2019	304/932	Jurien Home Timber & Hardware	Antex Granules	\$26.70
4/01/2019	304/932	Jurien Home Timber & Hardware	Jumbo Toilet rolls	\$104.00
4/01/2019	304/932	Jurien Home Timber & Hardware	Jumbo Toilet rolls	\$104.00
4/01/2019	304/932	Jurien Home Timber & Hardware	Jumbo Toilet rolls	\$104.00
4/01/2019	304/932	Ricoh Finance	Copier Lease 29/1-27/02/19	\$1,512.30
4/01/2019	304/932	Sea Lion Charters	BookEasy Booking 7318130	\$180.00
4/01/2019	304/932	Sea Lion Charters	BookEasy Booking 7319001	\$90.00
4/01/2019	304/932	Sea Lion Charters	BookEasy Commission 24/12/18	-\$33.75
4/01/2019	304/932	Sea Lion Charters	BookEasy booking 7334009	\$180.00
4/01/2019	304/932	Sea Lion Charters	BookEasy Commission 31/12/18	-\$22.50
4/01/2019	304/932	Turquoise Safaris	BookEasy booking 7321689	\$180.00
4/01/2019	304/932	Turquoise Safaris	BookEasy booking 7324093	\$240.00
4/01/2019	304/932	Turquoise Safaris	BookEasy Commission 24/12/18	-\$52.50
4/01/2019	304/932	Turquoise Safaris	BookEasy booking 7329736	\$120.00
4/01/2019	304/932	Turquoise Safaris	BookEasy booking 7344868	\$180.00
4/01/2019	304/932	Turquoise Safaris	BookEasy Commission 31/12/18	-\$37.50
4/01/2019	304/932	Waterlogic Australia Pty Ltd	Lease W/Filters - Jurien Admin Dec 18	\$286.00
4/01/2019	304/932	Waterlogic Australia Pty Ltd	Lease W/Filters - Jurien Depot Dec 18	\$591.80
4/01/2019	304/932	Waterlogic Australia Pty Ltd	Lease W/Filter Civic Centre 1/1-31/1/19	\$678.70
4/01/2019	304/932	Winc Australia Pty Limited	Stationery Dec 18	\$11.99
Total	304/932			\$29,832.16
10/01/2019	305	Payroll	Payroll	\$108,775.32
Total	305			\$108,775.32
15/01/2019	306/933	Afgri Equipment Australia Pty Ltd	Mechanical service PTC022	\$454.51
15/01/2019	306/933	Afgri Equipment Australia Pty Ltd	LED flashing light	\$163.56
15/01/2019	306/933	AMPAC Debt Recovery (WA) Pty Ltd	Legal Expenses 18/12-31/12/18	\$198.00
15/01/2019	306/933	Australia Post	Postage December 2018	\$1,188.25
15/01/2019	306/933	Australian Taxation Office	BAS December 2018	\$56.00
15/01/2019	306/933	Avon Waste	Rubbish - Green Bins 8/12-21/12/18	\$5,050.50
15/01/2019	306/933	Avon Waste	Fish Cleaning Bins 8/12-21/12/18	\$304.08
15/01/2019	306/933	Avon Waste	Jetty Bins 8/12-21/12/18	\$27.44
15/01/2019	306/933	Avon Waste	Street Bins 8/12-21/12/18	\$291.90
15/01/2019	306/933	Avon Waste	Additional Street Bins 8/12-21/12/18	\$144.90
15/01/2019	306/933	Avon Waste	Additional Street Bins 8/12-21/12/18	\$294.00
15/01/2019	306/933	Avon Waste	Sunday Street Bin Call Out Dec 18	\$940.00
15/01/2019	306/933	Avon Waste	Yellow Bins 8/12-21/12/18	\$3,775.85
15/01/2019	306/933	Avon Waste	Rec Process Charge 8/12-21/12/18	\$495.95
15/01/2019	306/933	Avon Waste	F/Lift Bins - Sandy Cape 8/12-21/12/18	\$665.00
15/01/2019	306/933	Avon Waste	F/Lift Bins - Badgy Refuse 8/12-21/12/18	\$601.68
15/01/2019	306/933	Avon Waste	F/Lift Bins - Cerv Transfer Stn 8/12-21/12/18	\$40.04
15/01/2019	306/933	Avon Waste	Additional Yellow Bins 8/12-21/12/18	\$3,775.85
15/01/2019	306/933	Avon Waste	Rubbish - Green Bins 23/12/18-4/1/19	\$5,050.50
15/01/2019	306/933	Avon Waste	Fish Cleaning Bins 23/12/18-4/1/19	\$304.08
15/01/2019	306/933	Avon Waste	Jetty Bins 23/12/18-4/1/19	\$27.44
15/01/2019	306/933	Avon Waste	Street Bins 23/12/18-4/1/19	\$291.90
15/01/2019	306/933	Avon Waste	Additional Street Bins 23/12/18-4/1/19	\$144.90
15/01/2019	306/933	Avon Waste	Additional Street Bins 23/12/18-4/1/19	\$531.30
15/01/2019	306/933	Avon Waste	Sunday Street Bin Call Out Dec 18	\$940.00
15/01/2019	306/933	Avon Waste	Yellow Bins 23/12/18-4/1/19	\$3,775.85
15/01/2019	306/933	Avon Waste	Rec Process Charge 23/12/18-4/1/19	\$578.61
15/01/2019	306/933	Avon Waste	F/Lift Bins - Sandy Cape 23/12/18-4/1/19	\$665.00

15/01/2019	306/933	Avon Waste	F/Lift Bins - Badgy Refuse 23/12/18-4/1/19	\$601.68
15/01/2019	306/933	Avon Waste	F/Lift Bins - Cerv Transfer Stn 23/12/18-4/1/19	\$1,900.10
15/01/2019	306/933	Avon Waste	Street Bins 29/12/18	\$280.00
15/01/2019	306/933	Avon Waste	Additional Yellow Bins 23/12/18-4/1/19	\$3,775.85
15/01/2019	306/933	BA & CJ Hysen	Refund Seniors Rebate	\$204.80
15/01/2019	306/933	Badgingarra Community Assn	Jan19 - Partial town maint - Badgingarra	\$3,300.00
15/01/2019	306/933	Boc Gases	Container service hire 28/11/18 to 28/12/18	\$96.77
15/01/2019	306/933	BookEasy Pty Ltd	Min Fee December 2018	\$330.00
15/01/2019	306/933	Building Commission	BSL remittance Dec 2018	\$2,904.41
15/01/2019	306/933	Building Commission	BSL Occupancy Dec 2018	\$61.65
15/01/2019	306/933	Canover 24 Volunteer BFB	Tank compound cleaning MarineDr/Fatfield Rd	\$1,000.00
15/01/2019	306/933	Central Earthmoving Company	Water Binding Jurien East Rd	\$12,368.24
15/01/2019	306/933	Cervantes Hardware and Marine	Degrease-solvent	\$110.00
15/01/2019	306/933	Cervantes Hardware and Marine	Check Valve 2"	\$83.60
15/01/2019	306/933	Cervantes Hardware and Marine	Bore Cap 125mm	\$33.00
15/01/2019	306/933	Cervantes Hardware and Marine	Trigger sprayer 1lt	\$4.95
15/01/2019	306/933	Cervantes Hardware and Marine	Decking Spike 250mm galv	\$3.30
15/01/2019	306/933	Cervantes Hardware and Marine	PVC fittings, suction strainer	\$89.05
15/01/2019	306/933	Cervantes Hardware and Marine	Check valve, quick fix coupling	\$50.05
15/01/2019	306/933	Cervantes Hardware and Marine	Penrite Ad Blue 10lt	\$55.00
15/01/2019	306/933	Cervantes Hardware and Marine	Penrite Ad Blue 10lt	\$55.00
15/01/2019	306/933	Cervantes Hardware and Marine	Stanley Knife Blades	\$6.60
15/01/2019	306/933	Cervantes Hardware and Marine	Rapid Ser Premix Concrete	\$17.60
15/01/2019	306/933	Courier Australia	Freight Dand Library	\$28.11
15/01/2019	306/933	Courier Australia	Freight Cerv Library	\$56.22
15/01/2019	306/933	Covs Parts Pty Ltd	Bag of rags 15kg	\$38.50
15/01/2019	306/933	Covs Parts Pty Ltd	Fuel filters, air dryer, w/screen additive, tape	\$420.81
15/01/2019	306/933	Covs Parts Pty Ltd	LED RCLs	\$310.02
15/01/2019	306/933	Covs Parts Pty Ltd	Air Dryer	\$48.72
15/01/2019	306/933	Covs Parts Pty Ltd	Paper atork-filter lube-air fresh-rags-fuel filter	\$790.99
15/01/2019	306/933	Cutting Edges Equipment Parts	Plowbolts & nuts	\$174.24
15/01/2019	306/933	Dandaragan CRC	Cleaning 25/10-21/11/18 Dandy Depot	\$27.70
15/01/2019	306/933	Dandaragan CRC	Cleaning 25/10-21/11/18 Dandy Depot	\$111.20
15/01/2019	306/933	Dandaragan CRC	Cleaning 25/10-21/11/18 Pioneer Park	\$27.71
15/01/2019	306/933	Dandaragan CRC	Cleaning 25/10-21/11/18 Pioneer Park	\$563.13
15/01/2019	306/933	Dandaragan CRC	Cleaning 22/11-19/12/18 Dandy Depot	\$110.62
15/01/2019	306/933	Dandaragan CRC	Cleaning 22/11-19/12/18 Pioneer Park	\$558.77
15/01/2019	306/933	Dandaragan Concrete	Supply & lay headwall R002	\$3,300.00
15/01/2019	306/933	Dandaragan Mechanical Services	TR13 tubes	\$30.80
15/01/2019	306/933	Dandaragan Mechanical Services	Ignition spark plugs	\$12.95
15/01/2019	306/933	Dandaragan Mechanical Services	Gearbox repair PTL017	\$1,550.95
15/01/2019	306/933	Dandaragan Store	Cleaning materials Dand Depot	\$13.00
15/01/2019	306/933	Dandaragan Store	Fuel PLV219	\$70.08
15/01/2019	306/933	Dandaragan Store	Kitchen supplies Dandy Depot	\$16.00
15/01/2019	306/933	Dandaragan Store	Kitchen supplies Dandy Depot	\$48.16
15/01/2019	306/933	Depart of Water and Environmental	Controlled Waste DEC tracking 6/12-14/12/18	\$792.00
15/01/2019	306/933	Depart of Water and Environmental	Controlled Waste DEC tracking 18/12-24/12/18	\$440.00
15/01/2019	306/933	Depart of Water and Environmental	Controlled Waste Licence Renewal	\$60.00
15/01/2019	306/933	Derricks Auto-Ag & Hardware Plus	V belts	\$147.80
15/01/2019	306/933	Derricks Auto-Ag & Hardware Plus	GME Aerial UHF units	\$78.00
15/01/2019	306/933	Derricks Auto-Ag & Hardware Plus	Grab hooks	\$20.00
15/01/2019	306/933	Derricks Auto-Ag & Hardware Plus	Tora bar blades	\$150.00
15/01/2019	306/933	Derricks Auto-Ag & Hardware Plus	Crimp fittings, hydraulic hose lengths	\$92.18
15/01/2019	306/933	Derricks Auto-Ag & Hardware Plus	Seals & hydraulic adaptors	\$51.88
15/01/2019	306/933	Derricks Auto-Ag & Hardware Plus	Seals & hydraulic adaptors	\$51.88
15/01/2019	306/933	Family Affair Cafe	Catering - Delegations Reg Workshop	\$35.00
15/01/2019	306/933	Family Affair Cafe	Catering - Council meeting 13/12/18	\$198.00
15/01/2019	306/933	Frigmac Pty Ltd	Thermostat	\$74.80
15/01/2019	306/933	GJW & SJ Howard	Water supply MGR047	\$1,224.30
15/01/2019	306/933	GJW & SJ Howard	Water supply RRG856	\$2,425.50
15/01/2019	306/933	Harley Dykstra	JB Foreshore Com Dev Plan	\$2,976.60
15/01/2019	306/933	Jurien Bay Adventure Tours	BookEasy Booking 7378905	\$278.00
15/01/2019	306/933	Jurien Bay Adventure Tours	BookEasy Booking 7378906	\$118.00
15/01/2019	306/933	Jurien Bay Adventure Tours	BookEasy Commission 14/01/19	-\$49.50
15/01/2019	306/933	Jurien Bay CRC	Summertales colour spread	\$200.00
15/01/2019	306/933	Jurien Bay CRC	Colour trifold brochures	\$60.00
15/01/2019	306/933	Jurien Bay Medical Centre	Pre Employment Medical	\$148.50
15/01/2019	306/933	Jurien Bay Newsagency	December 18 Newspapers	\$1.70
15/01/2019	306/933	Jurien Bay Newsagency	Children's Christmas Presents	\$384.08
15/01/2019	306/933	Jurien Bay Tourist Park	BookEasy booking 7297562	\$300.00
15/01/2019	306/933	Jurien Bay Tourist Park	BookEasy booking 7355338	\$300.00
15/01/2019	306/933	Jurien Bay Tourist Park	BookEasy Commission 7/01/19	-\$75.00
15/01/2019	306/933	Jurien Bayview Realty	Staff Housing	\$800.00
15/01/2019	306/933	Jurien Garden Soils	Hire of rotary hoe	\$80.00
15/01/2019	306/933	Jurien Garden Soils	Hire of trenching machine	\$100.00
15/01/2019	306/933	Jurien Hardware - Thrifty Link	9kg gas refills	\$99.75
15/01/2019	306/933	Jurien Hardware - Thrifty Link	10lt buckets	\$4.76
15/01/2019	306/933	Jurien Hardware - Thrifty Link	Dypsiss lutescens	\$114.00
15/01/2019	306/933	Jurien Hardware - Thrifty Link	Protective Clothing ZS0408	\$156.75
15/01/2019	306/933	Jurien Hardware - Thrifty Link	Protective Clothing ZS0408	\$329.75
15/01/2019	306/933	Jurien Hardware - Thrifty Link	Ball valve, pvc unions, duct tape, elbow, director	\$47.13
15/01/2019	306/933	Jurien Hardware - Thrifty Link	Indoor broom	\$17.10
15/01/2019	306/933	Jurien Hardware - Thrifty Link	Rapid set concrete 20kgs bags	\$29.84
15/01/2019	306/933	Jurien Hardware - Thrifty Link	Rapid set concrete 20kg	\$7.46
15/01/2019	306/933	Jurien Hardware - Thrifty Link	Potting mix 25lt bags, bolt & nuts	\$41.47
15/01/2019	306/933	Jurien Hardware - Thrifty Link	Selleys fast finish	\$33.26
15/01/2019	306/933	Jurien Hardware - Thrifty Link	Measuring jug	\$9.03
15/01/2019	306/933	Jurien Hardware - Thrifty Link	Pressure sprayer 2lt, 9l galv water can	\$34.68
15/01/2019	306/933	Jurien Hardware - Thrifty Link	Heavy door handles	\$30.40
15/01/2019	306/933	Jurien Hardware - Thrifty Link	Protective Clothing ZS0465	\$424.50
15/01/2019	306/933	Jurien Hardware - Thrifty Link	Protective Clothing ZS0386	\$302.00

15/01/2019	306/933	Jurien Hardware - Thrifty Link	Multi guard snail & slug	\$7.13
15/01/2019	306/933	Jurien Hardware - Thrifty Link	Pick up tool & reaching aid	\$35.16
15/01/2019	306/933	Jurien Home Timber & Hardware	Poly director, coupling, clip ratchet	\$11.85
15/01/2019	306/933	Jurien Home Timber & Hardware	Marine plywood & alumin angle	\$180.50
15/01/2019	306/933	Jurien Home Timber & Hardware	Toilet rolls	\$104.00
15/01/2019	306/933	Jurien Home Timber & Hardware	Caution tape rolls	\$13.40
15/01/2019	306/933	Jurien Home Timber & Hardware	Toilet rolls, wipes, griddle screen, CLR, polish	\$294.25
15/01/2019	306/933	Jurien Home Timber & Hardware	Sink pump, drain away caustic cleaner	\$16.95
15/01/2019	306/933	Jurien Home Timber & Hardware	PVC storm cap & black seal	\$13.90
15/01/2019	306/933	Jurien Home Timber & Hardware	Screws, coupling, reducer, wall plug	\$24.85
15/01/2019	306/933	Jurien Home Timber & Hardware	Downlights	\$10.25
15/01/2019	306/933	Jurien Home Timber & Hardware	Plate mend solid steel	\$8.70
15/01/2019	306/933	Jurien Home Timber & Hardware	Ant granules, raid	\$96.25
15/01/2019	306/933	Jurien Home Timber & Hardware	Universal Adaptor, coupling hose	\$16.30
15/01/2019	306/933	Jurien Home Timber & Hardware	CCA Pine	\$59.90
15/01/2019	306/933	Jurien Trenching & Excavations	Level Gravel for track extension	\$700.00
15/01/2019	306/933	Jurien Tyre & Auto	Fit 4 new tyres	\$1,286.00
15/01/2019	306/933	Jurien Tyre & Auto	60,000km service	\$464.82
15/01/2019	306/933	Jurien Tyre & Auto	CPC licking fuel cap	\$35.00
15/01/2019	306/933	Jurien Tyre & Auto	Terrain Tamer Air Compressor	\$270.00
15/01/2019	306/933	Jurien Tyre & Auto	Terrain Tamer Air Compressor	\$270.00
15/01/2019	306/933	Jurien Tyre & Auto	Repcco Axle Stand	\$220.00
15/01/2019	306/933	KG & B Fowler Family Trust	600ml bottled water	\$43.20
15/01/2019	306/933	Landgate	GRV Schedules 3/11-30/11/18	\$497.62
15/01/2019	306/933	Landgate	Land Enquiry	\$25.70
15/01/2019	306/933	Landmark Operations Limited	Supply of Chlorphrifos	\$418.11
15/01/2019	306/933	Landmark Operations Limited	Supply chemicals	\$346.42
15/01/2019	306/933	Marketforce Pty Ltd	Advertising - Annual Gen Meeting	\$210.74
15/01/2019	306/933	Marketforce Pty Ltd	Advertising Intention to borrow	\$273.70
15/01/2019	306/933	Marketforce Pty Ltd	Advertising EMI & Bushfire risk positions	\$5,270.76
15/01/2019	306/933	Marketforce Pty Ltd	Advertising local laws	\$1,335.35
15/01/2019	306/933	Mcleods Barristers And Solicitors	Review of Sub-Lease - residential housing	\$340.23
15/01/2019	306/933	MJB Industries Pty Ltd	Assorted concrete pipes	\$18,900.75
15/01/2019	306/933	Nessa Hall	Dobbyn Park BBQ & toilets	\$866.16
15/01/2019	306/933	Nessa Hall	Faunteroy Park BBQ & Toilets	\$866.16
15/01/2019	306/933	Nessa Hall	Memorial Park	\$866.16
15/01/2019	306/933	Nessa Hall	Faunteroy Park New BBQ	\$428.30
15/01/2019	306/933	Nessa Hall	Sanitary Bins	\$88.00
15/01/2019	306/933	Nessa Hall	Jurien Fish Cleaning Station	\$866.16
15/01/2019	306/933	Nessa Hall	Beachridge Park BBQ	\$428.30
15/01/2019	306/933	Nessa Hall	Middleton Park BBQ	\$428.30
15/01/2019	306/933	Nessa Hall	Baudin Park BBQ	\$428.30
15/01/2019	306/933	Ray White Jurien Bay	Staff Housing	\$1,430.00
15/01/2019	306/933	Rothwell Publishing	Australian adventure passport kit	\$200.00
15/01/2019	306/933	Russ - Hills Contracting	Dandy Depot Freight	\$154.77
15/01/2019	306/933	Sea Lion Charters	Bookeasy booking 7361755	\$225.00
15/01/2019	306/933	Sea Lion Charters	Bookeasy booking 7361294	\$300.00
15/01/2019	306/933	Sea Lion Charters	Bookeasy booking 7364852	\$330.00
15/01/2019	306/933	Sea Lion Charters	BookEasy Commission 7/1/19	-\$106.88
15/01/2019	306/933	Sea Lion Charters	Bookeasy booking 7369091	\$180.00
15/01/2019	306/933	Sea Lion Charters	BookEasy Commission 8/1/19	-\$22.50
15/01/2019	306/933	Shadbolt Electrical	Replaced light in male toilets	\$156.20
15/01/2019	306/933	Spyker Business Solutions	QTR 3 - CCTV Maintenance	\$2,149.59
15/01/2019	306/933	Swan Aussie Sheds	Purlins, cleats, sheeting, fixings	\$1,883.94
15/01/2019	306/933	The Workwear Group Pty Ltd	Staff Uniforms - ZS0484	\$67.16
15/01/2019	306/933	Tony Dolton	Supply road trains to cart gravel	\$21,175.00
15/01/2019	306/933	Top Cattle Company	Supply of gravel - Cantabilling rd	\$8,800.00
15/01/2019	306/933	T-Quip	Deflector and chute	\$411.50
15/01/2019	306/933	Turquoise Coast Plumbing Gas	Install 2 tank and fill valves	\$4,344.44
15/01/2019	306/933	Turquoise Coast Plumbing Gas	Replace Rheem water unit	\$1,298.66
15/01/2019	306/933	Turquoise Safaris	BookEasy booking 7369479	\$240.00
15/01/2019	306/933	Turquoise Safaris	BookEasy booking 7365636	\$300.00
15/01/2019	306/933	Turquoise Safaris	BookEasy booking 7369232	\$90.00
15/01/2019	306/933	Turquoise Safaris	BookEasy Commission 7/1/19	-\$78.75
15/01/2019	306/933	Turquoise Safaris	BookEasy Booking 7387756	\$180.00
15/01/2019	306/933	Turquoise Safaris	BookEasy Commission 14/1/19	-\$22.50
15/01/2019	306/933	Tutt Bryant Equipment	Rear Piece	\$1,973.11
15/01/2019	306/933	Vari-Skilled	Memorial Park Dec 18	\$446.78
15/01/2019	306/933	Vari-Skilled	Administration Centre Dec 18	\$1,379.52
15/01/2019	306/933	Vari-Skilled	Recreation Ground Dec 18	\$874.13
15/01/2019	306/933	Vari-Skilled	Baudin Park Dec 18	\$523.72
15/01/2019	306/933	Vari-Skilled	Recreation Ground Car Park Dec 18	\$252.53
15/01/2019	306/933	Vari-Skilled	Dobbyn Park Dec 18	\$1,029.41
15/01/2019	306/933	Vari-Skilled	Rec Ground Surrounds Dec 18	\$582.74
15/01/2019	306/933	Vari-Skilled	Ronsard Park Dec 18	\$252.53
15/01/2019	306/933	Vari-Skilled	Eric Collinson Dec 18	\$469.55
15/01/2019	306/933	Vari-Skilled	Weston Street Reserve Dec 18	\$252.53
15/01/2019	306/933	Vari-Skilled	Federation Park Dec 18	\$397.32
15/01/2019	306/933	Vari-Skilled	Civic Ctr Precinct Dec 18	\$1,089.32
15/01/2019	306/933	Vari-Skilled	JCC Surrounds Dec 18	\$505.68
15/01/2019	306/933	Vari-Skilled	Jurien Town Hall Dec 18	\$112.00
15/01/2019	306/933	Vari-Skilled	JB Police Station Dec 18	\$609.15
15/01/2019	306/933	Vari-Skilled	Passamani Park Dec 18	\$514.71
15/01/2019	306/933	Vari-Skilled	Cervantes CBD Dec 18	\$349.64
15/01/2019	306/933	Vari-Skilled	Pioneer Park Dec 18	\$1,128.74
15/01/2019	306/933	Vari-Skilled	POS 4B Pacman Park/Lesueur Dec 18	\$514.71
15/01/2019	306/933	Vari-Skilled	POS 5A Middleton Bvd Dec 18	\$812.70
15/01/2019	306/933	Vari-Skilled	R E Snook Reserve Dec 18	\$507.49
15/01/2019	306/933	Vari-Skilled	Seinor Park Dec 18	\$270.91
15/01/2019	306/933	Vari-Skilled	Weld Park Dec 18	\$632.09

15/01/2019	306/933	Vari-Skilled	Catalonia St Reserve Dec 18	\$757.57
15/01/2019	306/933	Vari-Skilled	Mowing of cricket pitch	\$50.00
15/01/2019	306/933	Vari-Skilled	Mowing of cricket pitch	\$50.00
15/01/2019	306/933	Vari-Skilled	Mowing of cricket pitch	\$50.00
15/01/2019	306/933	Vari-Skilled	Mowing of cricket pitch	\$50.00
15/01/2019	306/933	Westrac Equipment	Cutting edges	\$1,668.04
Total	306/933			\$178,422.90
22/01/2019	934	P Hunstock, F Ewens	Refund Rates	\$2,450.03
Total	934			\$2,450.03
24/01/2019	307	Cancelled	Cancelled	\$0.00
Total	307			\$0.00
24/01/2019	308/935	Auscoinswest	TCVC souvenir coins	\$1,130.80
24/01/2019	308/935	AVDATA AUSTRALIA	ABR05 Int WinRadio Card B10600	\$3,298.47
24/01/2019	308/935	Badgingarra Christmas Markets 2018	Envision 2029 stall	\$25.00
24/01/2019	308/935	Bitutek Pty Ltd	Spray & cover with bituminous RRG856	\$153,673.61
24/01/2019	308/935	Brent Bailey	Study Subsidy	\$2,700.00
24/01/2019	308/935	Cervantes Chamber Of Commerce	2019 Membership	\$100.00
24/01/2019	308/935	CONNECT Call Centre Services	After hrs calls Dec 18	\$139.43
24/01/2019	308/935	Courier Australia	Freight JB Depot	\$10.73
24/01/2019	308/935	Courier Australia	Freight Dandy Depot	\$10.73
24/01/2019	308/935	Courier Australia	Freight TV Equipment	\$41.69
24/01/2019	308/935	Dandaragan Mechanical Services	Fit new two way radio PLV219	\$463.40
24/01/2019	308/935	Depart of Water and Environmental	Controlled Waste Licence ZS0408	\$60.00
24/01/2019	308/935	Dongara Veterinary Hospital	Precious consultation/medication	\$164.50
24/01/2019	308/935	Fuel Distributors of WA Pty Ltd	Diesel JB Depot	\$5,606.04
24/01/2019	308/935	JDS Electrical Services	Supply 10watt down lights	\$179.64
24/01/2019	308/935	Jurien Bayview Realty	Staff Housing	\$800.00
24/01/2019	308/935	Jurien Hardware - Thrifty Link	Castor swivels	-\$15.20
24/01/2019	308/935	Jurien Hardware - Thrifty Link	Trigger sprayer 500ml	\$3.33
24/01/2019	308/935	Jurien Hardware - Thrifty Link	9kg gas refills, 5lt cleaner	\$95.00
24/01/2019	308/935	Jurien Hardware - Thrifty Link	Castor swivels	\$15.20
24/01/2019	308/935	Jurien Hardware - Thrifty Link	Cutting disc, rapid set cement 20kg bags	\$45.04
24/01/2019	308/935	Jurien Hardware - Thrifty Link	Castor swivels	\$74.10
24/01/2019	308/935	Jurien Hardware - Thrifty Link	Rivets	\$6.18
24/01/2019	308/935	Jurien Hardware - Thrifty Link	Nozzle & bush	\$36.58
24/01/2019	308/935	Jurien Hardware - Thrifty Link	Cleaners, Kleen Blocks, Utility Stripping	\$228.19
24/01/2019	308/935	Jurien Hardware - Thrifty Link	Plants	\$85.50
24/01/2019	308/935	Jurien Hardware - Thrifty Link	Rapid set concrete 20kgs	\$7.46
24/01/2019	308/935	Jurien Hardware - Thrifty Link	Easy fit hinges	\$12.92
24/01/2019	308/935	Jurien Hardware - Thrifty Link	Dynamic Lifter 12.5kgs	\$28.50
24/01/2019	308/935	Jurien Hardware - Thrifty Link	9kg gas refills	\$99.75
24/01/2019	308/935	Jurien Home Timber & Hardware	Castor swivels	\$30.80
24/01/2019	308/935	Jurien Home Timber & Hardware	40mm Master Padlock	\$19.75
24/01/2019	308/935	Jurien Home Timber & Hardware	Cement sheets, pine scotias, screws	\$183.65
24/01/2019	308/935	Jurien Home Timber & Hardware	Toilet rolls	\$110.85
24/01/2019	308/935	Jurien Home Timber & Hardware	Directors nipple ratchet clips tapping saddles	\$58.20
24/01/2019	308/935	Jurien Home Timber & Hardware	Connector end connect nut assemblies bush	\$99.50
24/01/2019	308/935	Jurien Home Timber & Hardware	Galv anchors & drill bits	\$28.10
24/01/2019	308/935	Jurien Home Timber & Hardware	Car key Toyota	\$6.50
24/01/2019	308/935	Jurien Home Timber & Hardware	Impact sprinklers, bushes, socket	\$43.20
24/01/2019	308/935	Jurien Home Timber & Hardware	Toilet rolls	\$104.00
24/01/2019	308/935	Jurien Home Timber & Hardware	Expand foam, respirator pks	\$40.95
24/01/2019	308/935	Jurien Home Timber & Hardware	Silicone tubes	\$27.60
24/01/2019	308/935	Jurien Home Timber & Hardware	Chisel, unions, elbows, brass threads	\$63.25
24/01/2019	308/935	Jurien Home Timber & Hardware	Toilet rolls	\$104.00
24/01/2019	308/935	Jurien Pest Management	Termite inspection & treatment B10409	\$352.00
24/01/2019	308/935	Jurien Pest Management	Termite inspection & treatment B10410	\$352.00
24/01/2019	308/935	Jurien Signs	Rural Street Numbering 885	\$30.00
24/01/2019	308/935	Jurien Signs	Rural Street Numbering 31	\$30.00
24/01/2019	308/935	Kleenheat Gas Pty Ltd	Facility Fee/Cylinder service charges B10040	\$75.90
24/01/2019	308/935	Lowman Engineering	Galv mesh 50x50x4 sheets	\$900.00
24/01/2019	308/935	Mcleods Barristers And Solicitors	Legal Expenses	\$1,075.91
24/01/2019	308/935	Mcleods Barristers And Solicitors	Legal Expenses	\$3,418.79
24/01/2019	308/935	Melrose Cellars - Cellarbrations	Dandy Staff Xmas Party alcohol	\$155.00
24/01/2019	308/935	Ray White Jurien Bay	Staff Housing	\$1,430.00
24/01/2019	308/935	RBC Rural	Meterplan charge Jan19	\$1,070.04
24/01/2019	308/935	Sea Lion Charters	BookEasy 7398884	\$180.00
24/01/2019	308/935	Sea Lion Charters	BookEasy 7404777	\$165.00
24/01/2019	308/935	Sea Lion Charters	BookEasy Commission 22/01/2019	-\$43.13
24/01/2019	308/935	Shadbolt Electrical	Supply downlights	\$136.00
24/01/2019	308/935	The Last Drop Plumbing Co	Repairs/replace leaking cistern ladies toilet	\$572.00
24/01/2019	308/935	The Last Drop Plumbing Co	Repairs/replace leaking cistern ladies toilet	\$19.50
24/01/2019	308/935	The Workwear Group Pty Ltd	Staff Uniforms ZS0335 #663744	-\$241.40
24/01/2019	308/935	The Workwear Group Pty Ltd	Staff Uniforms ZS0335 #671890	-\$84.15
24/01/2019	308/935	The Workwear Group Pty Ltd	Staff Uniforms ZS0335 #671889	-\$123.70
24/01/2019	308/935	The Workwear Group Pty Ltd	Staff Uniforms ZS0335 #10933864	\$410.01
24/01/2019	308/935	The Workwear Group Pty Ltd	Staff Uniforms ZS0335 #11011671	\$123.70
24/01/2019	308/935	The Workwear Group Pty Ltd	Staff Uniforms ZS0335 #11015340	\$84.15
24/01/2019	308/935	The Workwear Group Pty Ltd	Staff Uniforms ZS0335 #11090670	\$255.45
24/01/2019	308/935	Turquoise Safaris	BookEasy 7397833	\$180.00
24/01/2019	308/935	Turquoise Safaris	BookEasy 7409927	\$240.00
24/01/2019	308/935	Turquoise Safaris	BookEasy Commission 22/01/2019	-\$52.50
24/01/2019	308/935	Waterlogic Australia Pty Ltd	Lease W/Filters Civic Centre 1/12-31/12/18	\$61.70
24/01/2019	308/935	Waterman Irrigation Australia	6 MTh standpipe sup & annual server access	\$1,154.45
24/01/2019	308/935	Western Lockservice	Mortice locks, deadbolts, storeroom leversets	\$6,349.70
24/01/2019	308/935	Winc Australia Pty Limited	Stationery January 2019	\$1,170.85
24/01/2019	308/935	Worldwide Printing Solutions	Printing business cards	\$141.00
Total	308/935			\$189,635.21
24/01/2019	309	Payroll	Payroll	\$101,414.25
Total	309			\$101,414.25

31/01/2019	310/936	Bay Glass	Repairs to sliding window sash, JSRC	\$150.00
31/01/2019	310/936	Bush To Beach Plumbing & Gas	Install hose reel-plumb to sink-leach drain	\$643.50
31/01/2019	310/936	Courier Australia	Freight JBay Admin	\$19.64
31/01/2019	310/936	Courier Australia	Freight JBay Depot	\$70.74
31/01/2019	310/936	Courier Australia	Freight Dandy Depot	\$21.46
31/01/2019	310/936	Courier Australia	Freight Water Sampling	\$11.17
31/01/2019	310/936	Courier Australia	Freight FESA	\$43.90
31/01/2019	310/936	Courier Australia	Freight Dandy Library	\$79.32
31/01/2019	310/936	Courier Australia	Freight JBay Admin	\$11.94
31/01/2019	310/936	Courier Australia	Freight Dandy Depot	\$24.59
31/01/2019	310/936	Covs Parts Pty Ltd	LED flange strobe PCG011	\$264.07
31/01/2019	310/936	Cutting Edges Equipment Parts	Bolt wedges no. 47	\$138.07
31/01/2019	310/936	D Greenwood	Badgy Tip Waste Maint Cont Jan 19	\$1,280.00
31/01/2019	310/936	D Slyns (Cr)	Meals & taxi SEGRA Conference QLD	\$240.22
31/01/2019	310/936	D Slyns (Cr)	Members Travel / Accommodation	\$710.58
31/01/2019	310/936	Department of Transport	J Bay Fish Cleaning Stn Usage 13/11 to 6/1/19	\$279.11
31/01/2019	310/936	Depart of Water and Environmental	Controlled Waste Licence Application	\$165.00
31/01/2019	310/936	Derricks Auto-Ag & Hardware Plus	Hydraulic hose, crimp & Ryco fitting	\$149.40
31/01/2019	310/936	Derricks Auto-Ag & Hardware Plus	Crimp & Ryco fittings, hydraulic hose	\$116.02
31/01/2019	310/936	Derricks Auto-Ag & Hardware Plus	Sockets, nipples, camlock adaptors	\$227.35
31/01/2019	310/936	Derricks Auto-Ag & Hardware Plus	Sockets, nipples, camlock adaptors	\$227.35
31/01/2019	310/936	Derricks Auto-Ag & Hardware Plus	Mig Wire .9x51kg	\$68.00
31/01/2019	310/936	Derricks Auto-Ag & Hardware Plus	Hydraulic adaptor, nyloc nut	\$37.32
31/01/2019	310/936	Dormar Indents	Plush jellyfish pink & purple	\$94.38
31/01/2019	310/936	Fuel Distributors of WA Pty Ltd	Diesel - Dandy Depot	\$15,888.51
31/01/2019	310/936	Hema Maps Pty Ltd	Visitors Centre Merchandise	\$1,207.74
31/01/2019	310/936	Huggable Toys	Visitors Centre Merchandise	\$284.68
31/01/2019	310/936	IQ Merchandising	Visitors Centre Merchandise	\$448.97
31/01/2019	310/936	J L Hammond t/a John's Gardening	Mowing Lawn - Weston st	\$300.00
31/01/2019	310/936	J L Hammond t/a John's Gardening	Mowing lawn - Figtree way	\$120.00
31/01/2019	310/936	Jurien Auto Electrics	Repairs to air conditioner	\$185.00
31/01/2019	310/936	Jurien Bay Concrete & Earthworks	Remove & replace footpaths - Hasting st	\$4,609.00
31/01/2019	310/936	Jurien Bay Motorcycle Club WA Inc	Tronox - Acquittal for reticulation	\$1,396.95
31/01/2019	310/936	Jurien Hardware - Thrifty Link	Willow jug 2.5L	\$21.85
31/01/2019	310/936	Jurien Hardware - Thrifty Link	6mm Ski rope lengths	\$25.84
31/01/2019	310/936	Jurien Hardware - Thrifty Link	20kg rapid set cement bags	\$14.92
31/01/2019	310/936	Jurien Hardware - Thrifty Link	Mini ball valve 10mm	\$8.55
31/01/2019	310/936	Jurien Hardware - Thrifty Link	Urea 4kg, multigrow 25kg	\$35.15
31/01/2019	310/936	Jurien Hardware - Thrifty Link	25L super booster potting mix bags	\$350.00
31/01/2019	310/936	Jurien Hardware - Thrifty Link	Grillman BBQ grill blocks	\$39.60
31/01/2019	310/936	Jurien Hardware - Thrifty Link	9kg gas refills	\$66.50
31/01/2019	310/936	Jurien Hardware - Thrifty Link	9kg gas refills	\$99.75
31/01/2019	310/936	Jurien Home Timber & Hardware	Toilet rolls	\$104.00
31/01/2019	310/936	Jurien Home Timber & Hardware	Toilet rolls	\$104.00
31/01/2019	310/936	Jurien Home Timber & Hardware	Union barrel-PVC solvent-PVC socket, elbow-tape	\$53.50
31/01/2019	310/936	Jurien Home Timber & Hardware	Cloth tape, duct tape	\$15.80
31/01/2019	310/936	Jurien Home Timber & Hardware	Cock pillar chrome	\$39.75
31/01/2019	310/936	Jurien Signs	Gas cylinder tip sign-danger asbestos sign	\$407.00
31/01/2019	310/936	Jurien Signs	Braille signs-unisex shower/toilet-directional	\$725.00
31/01/2019	310/936	Jurien Trenching & Excavations	Level grave for track extension	\$900.00
31/01/2019	310/936	Jurien Tyre & Auto	85,000km service	\$383.82
31/01/2019	310/936	Jurien Tyre & Auto	Donaldson oil filter	\$13.30
31/01/2019	310/936	Jurien Tyre & Auto	71,000 km service	\$405.65
31/01/2019	310/936	Jurien Tyre & Auto	Tyres	\$583.00
31/01/2019	310/936	Kim Knox	Crossover Contribution	\$495.00
31/01/2019	310/936	L E & S Hotker	Dandy Tip Waste Maint Cont Jan19	\$2,304.03
31/01/2019	310/936	MD & RA Higgins	Laundry Cupboard	\$680.00
31/01/2019	310/936	MD & RA Higgins	Laundry Cupboard	\$680.00
31/01/2019	310/936	Moore Catchment Council	Annual contribution	\$550.00
31/01/2019	310/936	Nessa Hall	Dobbyn Park BBQ & toilets Jan 19	\$866.16
31/01/2019	310/936	Nessa Hall	Faunteroy Park BBQ & Toilets Jan 19	\$866.16
31/01/2019	310/936	Nessa Hall	Memorial Park Jan 19	\$866.16
31/01/2019	310/936	Nessa Hall	Faunteroy Park New BBQ Jan 19	\$428.30
31/01/2019	310/936	Nessa Hall	Sanitary Bins Jan 19	\$88.00
31/01/2019	310/936	Nessa Hall	Jurien Fish Cleaning Station Jan 19	\$866.16
31/01/2019	310/936	Nessa Hall	Beachridge Park BBQ Jan 19	\$428.30
31/01/2019	310/936	Nessa Hall	Middleton Park BBQ Jan 19	\$428.30
31/01/2019	310/936	Nessa Hall	Baudin Park BBQ Jan 19	\$428.30
31/01/2019	310/936	Ni Luh Eyden	Cleaning	\$35.00
31/01/2019	310/936	Ni Luh Eyden	Cleaning	\$437.50
31/01/2019	310/936	Ni Luh Eyden	Cleaning	\$560.00
31/01/2019	310/936	Ni Luh Eyden	Cleaning	\$140.00
31/01/2019	310/936	Ricoh Finance	Copier Lease 28/2-28/03/19	\$1,512.30
31/01/2019	310/936	Robert Walker	Maint. Cont Jan 19 Cadiz st	\$524.00
31/01/2019	310/936	Robert Walker	Maint. Cont Jan 19 Catalonia res	\$517.08
31/01/2019	310/936	Robert Walker	Maint. Cont Jan 19 Corunna Rd	\$517.08
31/01/2019	310/936	Shadbolt Electrical	Replace faulty RCD	\$176.85
31/01/2019	310/936	Stargazers Club WA	Astrotourism Towns 2018/19	\$4,500.00
31/01/2019	310/936	Stewart & Heaton Clothing Co	Fire Fighting Clothing	\$270.47
31/01/2019	310/936	Stewart & Heaton Clothing Co	Fire Fighting Clothing	\$4,960.52
31/01/2019	310/936	The Honda Shop	Rotary Hoe	\$1,378.00
31/01/2019	310/936	The Workwear Group Pty Ltd	Staff Uniforms - ZS0478	\$74.80
31/01/2019	310/936	The Workwear Group Pty Ltd	Staff Uniforms - ZS0478	\$349.86
31/01/2019	310/936	The Workwear Group Pty Ltd	Staff Uniforms - ZS0441	\$99.00
31/01/2019	310/936	Tony Dolton	Hire road train 7 tandem dolly - Banovich rd	\$2,915.00
31/01/2019	310/936	Tony Dolton	Hire of tandem dolly - Cantabilling rd	\$880.00
31/01/2019	310/936	Tony Dolton	Hire of tandem dolly Jurien East Rd	\$440.00
31/01/2019	310/936	Tony Dolton	Hire road train - Cantabilling rd	\$9,329.38
31/01/2019	310/936	Total Eden - Bibra Lake	Sprinklers	\$540.34
31/01/2019	310/936	Total Eden - Bibra Lake	Sprinklers	\$540.34

31/01/2019	310/936	Turquoise Safaris	BookEasy Booking 7419802	\$150.00
31/01/2019	310/936	Turquoise Safaris	BookEasy Commission 29.01.19	-\$18.75
31/01/2019	310/936	Tutt Bryant Equipment	Scraper plate rubber	\$606.01
31/01/2019	310/936	Vanessa Australia	Visitors Centre Merchandise	\$485.80
31/01/2019	310/936	Western Regional Towing	Transport Vehicle to Young's in Geraldton	\$660.00
31/01/2019	310/936	Westrac Equipment	Freight on Parts	\$17.27
31/01/2019	310/936	Westrac Equipment	Seal kit	\$290.88
31/01/2019	310/936	Westrac Equipment	Pulley & tightener	\$704.99
31/01/2019	310/936	Westrac Equipment	Hose assembly	\$222.82
31/01/2019	310/936	Westrac Equipment	Hose Assembly	\$205.33
31/01/2019	310/936	Westrac Equipment	Hose Assembly	\$107.66
31/01/2019	310/936	Westrac Equipment	Blade, Wiper Arm	\$175.78
31/01/2019	310/936	Westrac Equipment	Cover	\$327.53
31/01/2019	310/936	Westrac Equipment	Cover	\$327.52
31/01/2019	310/936	Westrac Equipment	Removal Tool	\$56.38
31/01/2019	310/936	Work Clobber	Staff Uniforms - ZS0368	\$433.25
31/01/2019	310/936	Worldwide Printing Solutions	Printing A5 daily pre start books	\$380.00
31/01/2019	310/936	Worldwide Printing Solutions	Printing A4 daily pre start books	\$440.00
Total	310/936			\$80,155.82
Grand Total				\$690,685.69



Monthly Statements

for the period ending 31 January 2019

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SHIRE OF DANDARAGAN
RATE SETTING STATEMENT by Department
as at 31 January 2019

Description	Note	Y-T-D		Variance
		Budget 2018/2019	Budget 2018/2019	
OPERATING ACTIVITIES				
Net current assets at start of financial year - surplus/(deficit)		1,833,416	1,798,962	1,798,962
Revenue from operating activities (excluding rates)				
Governance		38,242	4,750	20,483 431%
General purpose funding		856,370	450,452	481,316 107%
Law, order & public safety		460,783	382,609	539,829 141%
Health		16,565	5,195	16,119 310%
Education & welfare		15,000	0	4,500 100%
Community amenities		1,386,002	1,106,251	1,158,225 105%
Recreation and culture		417,523	232,520	249,194 107%
Transport		325,508	123,620	205,453 166%
Economic services		243,316	137,690	144,718 105%
Other property and services		130,877	91,669	303,042 331%
		3,890,186	2,534,755	3,122,879
Expenditure from operating activities				
Governance		(571,426)	(351,954)	(329,940) 94%
General purpose funding		(170,998)	(87,412)	(89,101) 102%
Law, order & public safety		(1,340,943)	(763,546)	(1,092,773) 143%
Health		(331,006)	(189,932)	(182,928) 96%
Education & welfare		(135,880)	(55,914)	(59,576) 107%
Community amenities		(2,142,518)	(1,208,613)	(1,152,051) 95%
Recreation and culture		(3,304,953)	(1,909,556)	(1,848,559) 97%
Transport		(5,561,874)	(3,221,154)	(3,080,527) 96%
Economic services		(664,821)	(375,111)	(354,821) 95%
Other property and services		(345,677)	(230,527)	(443,854) 193%
		(14,570,097)	(8,393,719)	(8,634,129)
Operating activities excluded from budget				
(Profit)/loss on asset disposals	3	91,010	96,374	(247,128)
Movement in accrued interest		0	0	(8,399)
Movement in accrued salaries and wages		0	0	(40,694)
Movement in employee provisions		0	0	(233,659)
Movement in deferred rates		0	0	33,636
Movement in accrued expenses		0	0	(10,157)
Loss on fair value of asset through profit & loss		0	0	0
Depreciation on assets		6,003,478	3,502,029	3,350,989
Amount attributable to operating activities		(2,752,006)	3,598,403	2,844,588
INVESTING ACTIVITIES				
Non-operating grants, subsidies and contributions	12	1,248,242	480,283	514,181
Proceeds from disposal of assets	3	624,000	0	865,288
Purchase land and buildings	2	(551,016)	0	(82)
Purchase furniture and equipment	2	(48,000)	0	(2,507)
Purchase plant and equipment	2	(798,649)	0	(362,600)
Purchase infrastructure assets - roads	2	(3,112,328)	0	0
Purchase infrastructure assets - parks & reserves	2	(106,000)	0	0
Purchase infrastructure assets - other	2	(294,500)	0	0
Purchases - Works in Progress (Not Capitalised)	2	0	0	(2,044,244)
Amount attributable to investing activities		(3,038,252)	480,283	(1,029,964)
FINANCING ACTIVITIES				
Proceeds from new borrowings		0	0	0
Repayment of borrowings	4	(118,788)	0	(68,813)
Payment of self supporting loan to community group		0	0	0
Self-supporting loan principal income	4	54,362	0	37,041
Community group cash advance principal income	4	4,152	0	2,076
Transfer to reserves	8	(594,857)	0	(47,999)
Transfer from reserves	8	243,213	0	0
Amount attributable to financing activities		(411,918)	0	(77,695)
Budgeted deficiency before general rates		(6,202,176)	4,078,686	(1,975,359)
Estimated amount to be raised from general rates	6	6,202,176	(4,078,686)	6,218,344
Net current assets at end of financial year - surplus/(deficit)	5	0	0	4,242,986

This statement is to be read in conjunction with the accompanying notes.

SHIRE OF DANDARAGAN
STATEMENT OF FINANCIAL POSITION
as at 31 January 2019

Description	Note	2018	2019
CURRENT ASSETS			
Cash and cash equivalents	7	6,152,114	8,569,466
Trade and other receivables		1,236,001	1,115,330
Inventories		35,309	26,568
TOTAL CURRENT ASSETS		7,423,425	9,711,365
NON-CURRENT ASSETS			
Land		3,060,000	2,940,000
Buildings and improvements		30,370,919	29,668,693
Furniture and equipment		871,648	793,500
Plant and equipment		4,354,512	3,889,006
Infrastructure		249,071,943	248,878,107
Trade & other receivables		198,269	125,517
TOTAL NON-CURRENT ASSETS		287,927,292	286,294,824
TOTAL ASSETS		295,350,716	296,006,189
CURRENT LIABILITIES			
Trade and other payables		(296,962)	(33,627)
Provisions		(582,983)	(349,324)
Current portion of long term borrowings		(118,788)	(49,975)
TOTAL CURRENT LIABILITIES		(998,733)	(432,926)
NON-CURRENT LIABILITIES			
Provisions		(36,525)	(36,525)
Long term borrowings		(315,747)	(315,747)
TOTAL NON-CURRENT LIABILITIES		(352,272)	(352,272)
TOTAL LIABILITIES		(1,351,005)	(785,198)
TOTAL NET ASSETS		293,999,711	295,220,991
EQUITY			
Reserves - cash backed	8	(5,386,753)	(5,434,752)
Revaluation surplus		(87,158,696)	(87,158,696)
Retained earnings		(201,454,262)	(202,627,539)
TOTAL EQUITY		293,999,711	295,220,987

This statement is to be read in conjunction with the accompanying notes.

SHIRE OF DANDARAGAN
STATEMENT OF COMPREHENSIVE INCOME by Department
as at 31 January 2019

	Note	Budget 2018/2019	Y-T-D Budget 2018/2019	Actual 2018/2019
Revenue		\$	\$	\$
Governance		38,242	4,750	20,483
General purpose funding		7,058,546	6,674,127	6,699,660
Law, order & public safety		460,783	382,609	419,715
Health		16,565	5,195	16,119
Education & welfare		15,000	(0)	4,500
Community amenities		1,386,002	1,106,251	1,158,225
Recreation and culture		417,523	232,520	249,194
Transport		301,925	123,620	204,665
Economic services		243,316	137,690	144,718
Other property and services		101,465	62,257	73,647
		10,039,367	8,729,018	8,990,927
Expenses excluding finance costs				
Governance		(537,455)	(324,879)	(320,588)
General purpose funding		(170,998)	(87,412)	(89,101)
Law, order & public safety		(1,340,943)	(763,546)	(1,092,773)
Health		(331,006)	(189,932)	(182,928)
Education & welfare		(135,880)	(55,914)	(59,576)
Community amenities		(2,139,032)	(1,208,613)	(1,152,051)
Recreation and culture		(3,298,308)	(1,905,254)	(1,846,659)
Transport		(5,468,054)	(3,127,334)	(2,996,284)
Economic services		(664,821)	(375,111)	(354,821)
Other property and services		(318,200)	(217,783)	(432,427)
		(14,404,697)	(8,255,778)	(8,527,207)
		(4,365,331)	473,241	463,720
Finance costs				
Governance		(14,674)	(7,778)	(1,805)
General purpose funding		(0)	(0)	(0)
Law, order & public safety		(0)	(0)	(0)
Health		(0)	(0)	(0)
Education & welfare		(0)	(0)	(0)
Community amenities		(0)	(0)	(0)
Recreation and culture		(6,645)	(4,302)	(1,900)
Transport		(0)	(0)	(0)
Economic services		(0)	(0)	(0)
Other property and services		(75)	(75)	(48)
		(21,394)	(12,155)	(3,753)
Non- operating grants and subsidies				
Governance		(0)	(0)	(0)
General purpose funding		(0)	(0)	(0)
Law, order & public safety		(0)	(0)	(0)
Health		(0)	(0)	(0)
Education & welfare		(0)	(0)	(0)
Community amenities		(0)	(0)	(0)
Recreation and culture		61,345	42,197	48,805
Transport		1,186,897	438,086	465,376
Economic services		(0)	(0)	(0)
Other property and services		(0)	(0)	(0)
		1,248,242	480,283	514,181
Profit / (loss) on asset disposal				
Governance		(19,297)	(19,297)	(7,547)
General purpose funding		(0)	(0)	(0)
Law, order & public safety		(0)	(0)	120,114
Health		(0)	(0)	(0)
Education & welfare		(0)	(0)	(0)
Community amenities		(3,486)	(0)	(0)
Recreation and culture		(0)	(0)	(0)
Transport		(70,237)	(93,820)	(83,454)
Economic services		(0)	(0)	(0)
Other property and services		2,010	16,743	218,016
		(91,010)	(96,374)	247,128
Net result		(3,229,493)	844,994	1,221,276
Other comprehensive income				
Changes on revaluation of non-current assets		(0)	(0)	(0)
Total other comprehensive income		(0)	(0)	(0)
Total comprehensive income		(3,229,493)	844,994	1,221,276

This statement is to be read in conjunction with the accompanying notes

SHIRE OF DANDARAGAN
STATEMENT OF COMPREHENSIVE INCOME by Nature or Type
as at 31 January 2019

	Note	Budget 2018/2019	Y-T-D Budget 2018/2019	Actual 2018/2019
		\$	\$	\$
Revenue				
Rates	6	6,202,176	6,200,903	6,218,344
Operating grants and subsidies		1,055,849	523,956	618,327
Contributions, reimbursements & donations		249,755	119,284	186,346
Fees and charges		2,307,169	1,746,931	1,813,670
Interest earnings		109,000	71,917	80,727
Other revenue		115,418	66,027	73,513
		10,039,367	8,729,018	8,990,927
Expenses				
Employee costs		(4,088,037)	(2,166,870)	(2,111,802)
Materials and contracts		(2,757,624)	(1,513,446)	(1,659,274)
Utilities		(488,072)	(280,257)	(221,641)
Insurance		(380,777)	(380,778)	(403,142)
Other expenses		(686,709)	(412,398)	(780,359)
Depreciation		(6,003,478)	(3,502,029)	(3,350,989)
		(14,404,697)	(8,255,778)	(8,527,207)
		(4,365,331)	473,241	463,720
Borrowing costs expense	4	(21,394)	(12,155)	(3,753)
Non-operating grants & subsidies		1,248,242	480,283	514,181
Profit / (loss) on asset disposal	3	(91,010)	(96,374)	247,128
Net result		(3,229,493)	844,994	1,221,276
Other comprehensive income				
Changes on revaluation of non-current assets		(0)	(0)	(0)
Total other comprehensive income		(0)	(0)	(0)
Total comprehensive income		(3,229,493)	844,994	1,221,276

This statement is to be read in conjunction with the accompanying notes

SHIRE OF DANDARAGAN
STATEMENT OF CHANGES IN EQUITY
as at 31 January 2019

Note	Retained Surplus \$	Reserves Cash Backed \$	Revaluation Surplus \$	Total Equity \$
Balance as at 30 June 2018	201,454,262	5,386,753	87,158,696	293,999,711
Comprehensive Income				
Net result	1,221,276	0	0	1,221,276
Changes on revaluation of non-current assets	0	0	0	0
Total comprehensive income	1,221,276	0	0	1,221,276
Transfers from/(to) reserves	(47,999)	47,999	0	0
Balance as at as at 31 January 2019	202,627,539	5,434,752	87,158,696	295,220,987

This statement is to be read in conjunction with the accompanying notes.

NOTES TO AND FORMING PART OF THE MONTHLY STATEMENTS
as at 31 January 2019

2. ACQUISITION / CONSTRUCTION OF ASSETS

	Actual	Total	Land & Buildings		Plant & Equipment		Furniture &		Parks &		Roads		Other	
	Actual 18/19	Budget 18/19	Actual 18/19	Budget 18/19	Actual 18/19	Budget 18/19	Actual 18/19	Budget 18/19	Actual 18/19	Budget 18/19	Actual 18/19	Budget 18/19	Actual 18/19	Budget 18/19
Governance														
Jurien Admin Centre - Create active project room	1,342	2,000	1,342	2,000										
Admin Vehicle	57,578	56,649			57,578	56,649								
Jurien Admin Office - Office Layout	-	6,600		6,600										
Jurien Admin Ctre - Aircon Renewal	9,090	9,090	9,090	9,090										
Admin Vehicle	50,950	48,000			50,950	48,000								
Community Amenities														
Dand CRC Drainage Kerb & Carpark trip hazard	-	2,300		2,300										
Corunna Road toilet renovation	-	13,230		13,230										
Cervantes Tip - Roller doors & safe warning monitor	-	27,000		27,000										
Family Resource Centre - Exterior Paint	-	6,270		6,270										
Family Resource Centre - Replace Gutters & downpipes	-	2,980		2,980										
Family Resource Ctr - Playground Shade sails	-	4,000		4,000										
Family Resource Centre - Revised Security Fencing	-	2,100		2,100										
Admin Vehicle		37,000				37,000								
Transport														
Dandaragan Depot Roller Door for Tyre Store	-	4,315		4,315										
Dandaragan Depot OHS mods	82		82											
Jurien Depot - Security gates to open workshop area	3,485	14,400	3,485	14,400										
Jurien Depot - Lunch Room	975	26,000	975	26,000										
Gillingarra Road														
Coalara Road - Gravel Resheet	-	113,285										113,285		
Marchagee Track - Gravel Resheet	-	110,909										110,909		
Mazza Road - Gravel Resheet	-	110,909										110,909		
Cantabilling Rd - Gravel Resheet	62,640	82,223								62,640		82,223		
Minyulo Road - Gravel Resheet	-	107,968										107,968		
Waddi Road - Gravel Resheet	103,269	107,968								103,269		107,968		
Yeeramullah Rd - Gravel Resheet	-	119,278										119,278		
Banovich Road - Gravel Resheet	78,940	119,278								78,940		119,278		
Cowalla Road - Gravel Resheet	-	126,818										126,818		
Kolburn Rd Drainage - Gravel Resheet	11,054	109,342								11,054		109,342		
Gillingarra Road - Gravel Resheet	144,074	222,950								144,074		222,950		
Dandaragan Road - Regional Road Group	17,896	322,486								17,896		322,486		
Dandaragan Rd (Final Seal) - Regional Road Group	-	171,000										171,000		
Jurien East Rd (Final Seal) - Regional Road GroupA	141,503	165,000								141,503		165,000		
Jurien East Rd - Regional Road Group	187,874	150,696								187,874		150,696		
Rowes Road - Regional Road Group	386,268	301,256								386,268		301,256		
Santander Way - Roads to Recovery	-	250,000										250,000		
Cordoba Way - Roads to Recovery	-	150,000										150,000		
Airstrip Rd - Seal	96,085	100,000								96,085		100,000		
Cervantes Community Centre - Carpark	-	80,000											80,000	
Tree Box Solution - continuation of seal program	29,505	30,000								29,505		30,000		
Beachridge Swales	589	30,000								589		30,000		
Turquoise Way - Staged Replacement	32,914	30,000											32,914	30,000
Cervantes Entry Stmt (sth) - Reskin	10,855	12,000											10,855	12,000
Sandy Cape Rd - Gravel Resheet	69,461	52,500								69,461		52,500		

NOTES TO AND FORMING PART OF THE MONTHLY STATEMENTS
as at 31 January 2019

Bashford St (Roberts to Doust) Path	77,000	70,000											77,000	70,000
Bashford St (Hastings to Seaward) Path	71,000	65,000											71,000	65,000
Rowes Road Underpass - (Farmer Funded)	-	88,463											88,463	
Tractor	61,880	69,000			61,880	69,000								
Tractor	-	90,000				90,000								
Truck	4,568	100,000			4,568	100,000								
Truck	128,130	105,000			128,130	105,000								
Loader Bucket	-	21,000				21,000								
Loadrite Scales	-	17,000				17,000								
Loader Bucket	11,000	10,000			11,000	10,000								
Bobcat Bucket	2,620	4,000			2,620	4,000								
Recreation and Culture														
Badgingarra Library Messanine	-	22,370				22,370								
Badgingarra Community Ctr - Replace Exit Doors	-	4,330				4,330								
Jurien Sport & Rec - Paint Change Rooms	-	13,739				13,739								
Jurien Sport & Rec - Ceining tiles to Change Rooms	1,885	5,937	1,885	5,937										
Jurien Sport & Rec - Downlights, fans, vent grilles	-	4,800				4,800								
Jurien Sport & Rec - Auto Front Doors	-	11,000				11,000								
Ampitheatre Jurien - Replace projection screen	-	7,360				7,360								
Marina Park - Disabled Beach Acces	-	31,000										31,000		
CCC Renewal Project	388,939	350,874	388,939	350,874										
Cervantes Rec Reserve - Playground	56,295	40,000					56,295	40,000						
Dobbyn Park - BBQ Replacement	-	25,000											25,000	
Fauntleroy Park - Lights	37,225	35,000								37,225	35,000			
Catalonia Park - Tank Replacement	12,118	15,000								12,118	15,000			
Cervantes Oval Bore	-	7,500												7,500
Civic Centre - Aircon-outside fan	1,993	1,993	1,993	1,993										
ABC Local Radio JB	-	5,500						5,500						
Outdoor Shower Thirsty Point	961	10,000								961				
Sandy Cape Project	9,007									9,007				
Economic Services														
Drone	2,507	2,500						2,507	2,500					
Other Property & Services														
7A Dandaragan Rd - Renovation taps, benchtops, fittings	-	8,330				8,330								
Utility	-	43,000							43,000					
Utility	-	56,000							56,000					
Utility	-	45,000							45,000					
Utility	-	45,000							45,000					
Van	45,875	52,000				45,875	52,000							
Totals	2,409,433	4,920,496	407,791	551,018	362,600	798,649	58,801	48,000	59,311	106,000	1,329,160	3,142,329	191,769	264,500

WIP 2,044,244
CAPITALISED 365,189
TOTAL 2,409,433

NOTES TO AND FORMING PART OF THE MONTHLY STATEMENTS
as at 31 January 2019

3. DISPOSAL OF ASSETS

Class of Asset	Proceeds from Sale		Cost of Replacement Asset		Net Cost for Change Over		Proceeds from Sale		Written Down Value		Profit/(Loss) on Disposal	
	2018 / 2019 Actual	2018/2019 Budget	2018 / 2019 Actual	2018/2019 Budget	2018 / 2019 Actual	2018/2019 Budget	2018 / 2019 Actual	2018/2019 Budget	2018 / 2019 Actual	2018/2019 Budget	2018 / 2019 Actual	2018/2019 Budget
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Plant & Machinery												
Tractor	8,000	8,000	61,880	69,000	53,880	61,000	8,000	8,000	7,212	8,588	788	(588)
Tractor		10,000		90,000	0	80,000	0	10,000	12,644	0	0	(2,644)
Trailer	8,000	10,000	3,543		(4,457)		8,000	10,000	6,900	7,275	1,100	2,725
Truck		22,000		100,000	0	78,000	0	22,000	1,142	0	0	20,858
Truck	21,818	20,000	128,130	105,000	106,312	85,000	21,818	20,000	26,672	29,052	(4,854)	(9,052)
Admin Vehicle	32,727	22,727	50,950	48,000	18,222	25,273	32,727	22,727	39,159	40,409	(6,432)	(17,682)
Admin Vehicle		20,000		37,000	0	17,000	0	20,000	23,486	0	0	(3,486)
Utility		4,000		43,000	0	39,000	0	4,000	6,144	0	0	(2,144)
Utility		25,000		56,000	0	31,000	0	25,000	30,546	0	0	(5,546)
Utility		5,000		45,000	0	40,000	0	5,000	19,733	0	0	(14,733)
Utility		5,000		45,000	0	40,000	0	5,000	716	0	0	4,284
Van	11,818	15,000	45,875	52,000	34,057	37,000	11,818	15,000	18,343	19,979	(6,525)	(4,979)
Admin Vehicle	37,773	37,272	57,578	56,649	19,806	19,377	37,773	37,272	38,888	38,888	(1,115)	(1,616)
Fire truck	213,750		0		(213,750)		213,750		130,341		83,409	
Fire Utility	112,000		0		(112,000)		112,000		75,295		36,705	
Dolly (Insurance Write Off)	13,947						13,947		11,428		2,519	
Loader Bucket		10,000		21,000	0	11,000	0	10,000	10,000	0	0	0
Pole Saw disposal	5,455	10,000					5,455	10,000	89,697	91,536	(84,242)	(81,536)
Land												
Lot 96 Bashford Street, Jurien Bay	345,776	345,128					345,776	345,128	120,000	320,000	225,776	25,128
Building												
Lot 96 Bashford Street, Jurien Bay	54,224	54,872					54,224	54,872	54,224	54,872	0	0
Totals	865,287	623,999	347,955	767,649	(97,931)	563,650	865,287	623,999	618,159	715,010	247,128	(91,011)

NOTES TO AND FORMING PART OF THE MONTHLY STATEMENTS
as at 31 January 2019

4. LOAN REPAYMENT SCHEDULE

No.	Loan Details	Amount	New Loans	Interest Repayments		Principal Repayments		Principal
		Outstanding	2018/2019 Budget	2018 / 2019 Actual	2018/2019 Budget	2018 / 2019 Actual	2018/2019 Budget	Outstanding
		\$	\$	\$	\$	\$	\$	\$
	Self-Supporting Loans							
113	Advance Dandaragan	2,531		75	75	2,531	2,531	0
114	Cervantes Community Club	26,776		1,618	1,618	17,529	17,529	9,247
130	Jurien Bowling Club	91,846		2,269	4,277	10,525	21,309	70,537
131	Jurien Bowling Club	15,499		208	375	3,018	6,076	9,423
132	Jurien Sport & Rec Centre	17,602		208	375	3,438	6,917	10,685
	Other Loans							
127	Jurien Admin Centre	280,281		7,778	14,674	31,772	64,426	215,855
	Total	434,535	0	12,155	21,394	68,813	118,788	315,747
	Self-Supporting							
	Cervantes Bowling Club	10,380				2,076	4,152	6,228
	Total	10,380				2,076	4,152	6,228
	GRAND TOTAL	444,915		12,155	21,394	70,888	122,940	321,975

NOTES TO AND FORMING PART OF THE MONTHLY STATEMENTS
as at 31 January 2019

5. NET CURRENT ASSETS

	Note	2018	2019
		\$	\$
Composition of estimated net current assets			
Current assets			
Cash - unrestricted		765,361	3,134,714
Cash - restricted reserves	8	5,386,753	5,434,752
Receivables		1,236,001	1,115,330
Inventories		35,309	26,568
		<u>7,423,425</u>	<u>9,711,365</u>
Less: current liabilities			
Trade, other payables and provisions		(237,709)	(33,627)
Long term borrowings		(118,788)	(49,975)
		<u>(356,497)</u>	<u>(83,602)</u>
Unadjusted net current assets		7,066,927	9,627,762
Adjustments			
Less: Cash - restricted reserves	8	(5,386,753)	(5,434,752)
Add: Current portion of borrowings		118,788	49,975
Adjusted net current assets - surplus/(deficit)		<u>1,798,962</u>	<u>4,242,986</u>

Reason for Adjustments

The differences between the net current assets at the end of each financial year in the rate setting statement and net current assets detailed above arise from amounts which have been excluded when calculating the budget deficiency in accordance with *Local Government (Financial Management) Regulation 32* as movements for these items have been funded within the budget estimates. These differences are disclosed as adjustments above.

NOTES TO AND FORMING PART OF THE MONTHLY STATEMENTS
as at 31 January 2019

6. RATING INFORMATION

Rate Type	2018/19 BUDGET					2018/19 ACTUAL			
	Rate in \$	Number of Properties	Rateable Value	Budget Rate Revenue	Budget Total Revenue	Rate Revenue	Interim Rate	Back Rates	Total Revenue
General Rate									
General GRV	0.078972	1,842	31,092,253	2,455,417	2,455,417	2,457,159	4,015	-	2,461,175
General UV	0.007622	682	381,214,251	2,905,615	2,905,615	2,906,938	1,157	-	2,908,095
Sub-Total		2,524	412,306,504	5,361,032	5,361,032	5,364,097	5,173	-	5,369,270

Minimum Rates

General GRV	\$ 933	1012	5,425,321	944,196	944,196	964,383	-	-	964,383
Lesser GRV (Dandaragan & Badgingarra)	\$ 704	30	120,382	21,120	21,120	-	-	-	0
General UV	\$ 811	82	1,572,137	72,242	72,242	72,242	-	-	72,242
Lesser UV (non-mining)	\$ 704	53	2,880,000	37,312	37,312	38,272	-	-	38,272
Sub-Total		1,177	9,997,840	1,074,870	1,074,870	1,074,897	0	0	1,074,897
Ex Gratia Rates					1,273	1,530			1,530
Discounts		3,701	422,304,344	6,435,902	6,437,175	6,438,994			6,445,697
Total as per Rate Setting Statement					(235,000)				(227,353)
					6,202,175				6,218,344

NOTES TO AND FORMING PART OF THE MONTHLY STATEMENTS
as at 31 January 2019

7. CASH, INVESTMENTS & RECEIVABLES

Cash And Cash Equivalents

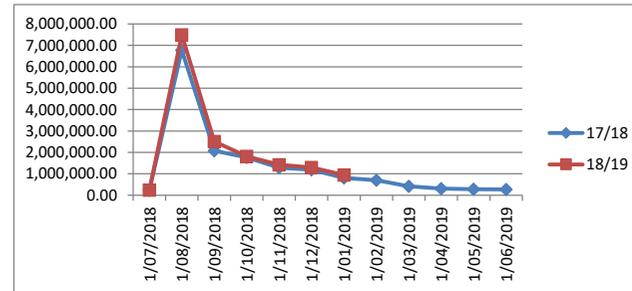
Note	2018	2019
	\$	\$
Unrestricted	765,361	3,134,714
Restricted	5,386,753	5,434,752
	<u>6,152,114</u>	<u>8,569,466</u>

Receivables

Rates outstanding	235,042	948,599
Sundry debtors	750,912	166,732
GST receivable	186,673	(0)
	<u>1,172,627</u>	<u>1,115,330</u>

Rates Outstanding

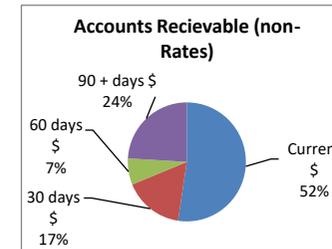
	YTD	30-Jun-18
Opening Arrears Previous Years	268,678	286,721
Levied this Year	7,603,240	7,378,635
<u>Less</u> Collections to date	<u>- 6,923,319</u>	<u>- 7,396,679</u>
Equals Current Outstanding	948,599	268,678
Net Rates Collectable	948,599	268,678
% Collected	87.95	96.49



Sundry Debtors

	Current	30 days	60 days	90 + days
	\$	\$	\$	\$
Receivables General	87,359.02	27,357.59	11,913.00	40,102.00
Total Receivables General Outstanding				<u>166,731.61</u>

Amounts shown above include GST (where applicable)



NOTES TO AND FORMING PART OF THE MONTHLY STATEMENTS
as at 31 January 2019

8. RESERVES - CASH / INVESTMENT BACKED

	Opening Balance	Transfer to	Transfer from	Closing Balance
	\$	\$	\$	\$
Plant Replacement Reserve	259,131.21	2703.13		261,834
Building Renewal Reserve	1,055,763.07	9408.54		1,065,172
Rubbish Reserve	437,166.49	3895.85		441,062
Community Centre reserve	397,290.90	3487.04		400,778
Television Reserve	95,131.69	847.77		95,979
Computer Reserve	55,502.83	494.63		55,997
Caravan Parks Reserve	385,665.39	3436.89		389,102
Land Development Reserve	68,784.14	612.98		69,397
Parking Requirements Reserve (Lot 1154 Sandpiper Street)	11,102.23	98.93		11,201
Parks and Recreational Grounds Development Reserve (Seagate Estate)	366,293.14	3264.25		369,557
Sport and Recreation Reserve	289,428.98	2579.27		292,008
Landscaping Reserve (Lot 1154 Sandpiper Street)	2,576.49	22.96		2,599
Aerodrome Reserve	96,929.69	863.79		97,793
Public Open Space Renewal Reserve	418,705.20	3731.33		422,437
Infrastructure Renewal Reserve	920,257.45	8195.23		928,453
Infrastructure Construction Reserve	109,904.36	979.43		110,884
Building Construction Reserve	113,103.81	1007.94		114,112
Leave Reserve	253,625.51	1920.28		255,546
Turquoise Way Path Reserve	50,390.27	449.05		50,839
	5,386,753	47,999	0	5,434,752

**NOTES TO AND FORMING PART OF THE MONTHLY STATEMENTS
as at 31 January 2019**

9. TRUST FUND

	Movement			Closing Balance \$
	Opening Balance \$	Inwards \$	Outwards \$	
Housing Bonds	250			250
Seagate Estate	37,300			37,300
Dust Bond	11,049			11,049
Fire Fighting Facility	5,000			5,000
Housing Relocation Bond	4,000			4,000
Footpath Deposit	2,600			2,600
Burial Plots	3,909			3,909
Other Development Bonds	19,000	10,000		29,000
Dandaragan Recreation Fund	9,500			9,500
Nomination Deposits	-			-
Unclaimed monies				-
Development Assessment Panel Fee	196		196	-
BSL	3,000		3,000	0
BCITF	-			-
Scheme Amendment Deposit	1,000			1,000
KidsSport				-
	96,804	10,000	3,196	103,608

10. RESTRICTED ASSETS

	Movement			Closing Balance \$
	Opening Balance \$	Inwards \$	Outwards \$	
Central Coast Strategy - Regional Strategy	13,540			13,540
DOLA - Stage 1 Fencing & Footpaths, Cervantes	41,401			41,401
Landcorp - Cash in Lieu POS	162,500			162,500
Jurien Bay Heights - \$500 x 11 Lot Contrib. Mtce of Canover Rd Stage 2	15,900			15,900
Seagate Estate - Footpath Foreshore Management Plan	20,814			20,814
Cash in Lieu of Landscaping - Lot 1146 Sandpiper Street	2,000			2,000
Rehab Bond - Lot 290 Canover	5,000			5,000
Interest	59,550			59,550
	320,706	-	-	320,706

Funds held at balance date over which the Municipality has no control and are not included in the financial statements are as follows:

NOTES TO AND FORMING PART OF THE MONTHLY STATEMENTS
as at 31 January 2019

12. GRANTS & CONTRIBUTIONS

Program / Details	Grant Provider	In Advance payments	2018 /19 Budget	2018 / 19 Budget Amendments	Received	Recoup Status Expenditure	Not Received
				\$	\$	\$	
Operating							
Other General Purpose Income							
Grants Commission - General	WALGGS	379,469	343,233		182,159		540543.50
Grants Commission - Roads	WALGGS	474,355	376,337		200,399		650293.00
Fire Prevention							
BFB Supplement operating grant	FESA				1,199		-1199.00
ESL Operating Grant	FESA		50,798		16,932		33865.50
Other Welfare							
Spray the Grey Grant Estimate			15,000		3,000		12000.00
Streets Roads Bridges Depots Maint							
MRWA Direct Grant	MRWA		116,000		197,705		-81705.00
Blackspot Funding - Jurien East / Munbinea			31,047				31047.00
Blackspot Funding - Jurien East / Black Arrow			31,671				31671.00
Street Light Subsidy			3,300				3300.00
		853,824	967,386		601,394		1219816.00
Non-Operating							
Swimming Areas and Beaches							
Beach Numbering Project			15,000		13,801	-	1199.00
Other Recreation and Sport							
Fauntleroy Park- Solar Lights			23,935		9,574	-	14361.00
Coastal Nodes Project					25,430	-	-25430.00
Heritage							
LotteryWest N/Head heritage grant			22,410			-	22410.00
Streets Roads Bridges Depots Maint							
Regional Road Group RRG	RRG	-	558,716		277,376	-	281340.00
Commodity Route Funding		-	140,000		112,000	13,038	28000.00
SCR funding carryover - sandy cp			22,000		22,000		0.00
DoT Dual Use Path - Bashford to Roberts / Doust	DoT	-	35,000		27,000	-	8000.00
DoT Dual Use Path - Bashfors to Hasting / Seaward	DoT	-	32,500		27,000	-	5500.00
JAV Brown contribution to underpass	JAV Brown		88,463				88463.00
RTR Grant	RTR	-	398,681			-	398681.00
		-	1,336,705	-	514,181	13,038	822524.00
		853,824	2,304,091	-	1,115,575	13,038	2042340.00

NOTES TO AND FORMING PART OF THE MONTHLY STATEMENTS
as at 31 January 2019

13. VARIANCES

Reporting Program	Var \$	Var %	Var	Timing / Permanent	Explanation of Variance
Operating Revenue					
Governance	15,733	431%	▲	Permanent	Unbudgeted Salary Sacrifice for Staff Housing
General Purpose Funding	30,864	107%	▲		
Law, Order & Public Safety	157,220	141%	▲	Permanent	ESL Raised on rates, sale of 2 fire vehicles
Health	10,924	310%	▲	Permanent	Reimbursements for health work done for Shire of Moora
Education and Welfare	4,500	100%	▲		
Community Ammenities	51,974	105%	▲	Permanent	Reimbursement of fees charged in error
Recreation and Culture	16,674	107%	▲		
Transport	81,834	166%	▲	Permanent	MRWA Direct Grant increased. Note: Balance day adjustment journal for landing fees
Economic Services	7,028	105%	▲		
Other Property and Services	211,373	331%	▲	Permanent	Profit on Sale of Lot 96 Bashford St Budget data error, non-cash item, will be corrected at budget review
Operating Expenses					
Governance	22,014	94%	▲		
General Purpose Funding	(1,689)	102%	▼		
Law, Order & Public Safety	(329,227)	143%	▼	Permanent	DFES Fire vehicles credit
Health	7,005	96%	▲		
Education and Welfare	(3,662)	107%	▼		
Community Ammenities	56,562	95%	▲		
Recreation and Culture	60,998	97%	▲		
Transport	140,627	96%	▲		
Economic Services	20,289	95%	▲		
Other Property and Services	(213,327)	193%	▼	Timing Permanent	Overhead oncosts Salaries dispersement

Robyn Headland

From: Rob & Karen <rob.kdm@bigpond.com>
Sent: Wednesday, 9 January 2019 3:22 PM
To: Tony O'Gorman
Subject: RE: Lease of Pt Reserve 31884: Lot 503 Bashford Street, Jurien: Jurien Bay Community Men's Shed (MCL 43508)

Hi Tony,

Have had a quick scan of the document. One issue that is of concern relates to the lease of "Land" and "Premises" which includes all buildings and improvements. The JBCMS will pay for all improvements (including buildings) on the land. It is the land only that the Shire is leasing to JBCMS, not the buildings or improvements. All buildings and improvements on the land should be and remain the property of JBCMS, until such time as the lease is terminated or expires, at which time the JBCMS should have the right to remove its property (buildings and improvements) and to remediate the land. If JBCMS chose not to remove their buildings and improvements at the end or termination of the lease, they should/would become the property of the Shire. The lease appears to be based on a standard commercial property lease, which assumes Council would be leasing the land and any existing or future buildings and improvements, which would be built at Council's expense.

The way the draft lease currently reads, all buildings and improvements carried out by the JBCMS, at the expense of the JBCMS, will automatically and immediately become the property of the Shire and be leased to the JBCMS. That is not equitable nor how it should be. The lease is for land only (IE. a land lease or ground lease) and it should separate ownership of the land from ownership of any buildings and improvements, which will be provided by the lessee at the lessee's expense.

In some cases it would not be practical to remove a building at the end or termination of a lease (brick and tile), however a tin shed could be dismantled and relocated, then the slab demolished.

The issue of ownership of buildings and improvements has the potential to adversely affect JBCMS's application to Lotterywest for funding, as the grant will be provided to the JBCMS, which, as the lease currently stands, would not retain ownership of the building. IE. The grant will be provided to JBMS, however the Shire will own the building.

The lease needs quite a few amendments to reflect it being for an unimproved site, rather than premises.

Happy to discuss, but will be way from today to Friday. Contactable on mobile 0475 516 288.

Regards,

Rob Shanhun.

Secretary, JBCMS

From: Tony O'Gorman [mailto:clubdo@dandaragan.wa.gov.au]

Sent: Monday, 7 January, 2019 9:18 AM

To: Rob & Karen

Subject: FW: Lease of Pt Reserve 31884: Lot 503 Bashford Street, Jurien: Jurien Bay Community Men's Shed (MCL 43508)

Hi Rob

Attached is the draft lease for you to look over if you are happy with it let me know and I will get it finalised.

As you can see by the comments in the email I need the surveyed plan to add as to the lease and a stat declaration for two of the office bearers who will sign the lease.



Here for men's health

PO Box 288, Jurien Bay, WA 6516
ABN 39 984 3453 661
President: Bob Hendry Secretary: Rob Shanhun
Mob: 0427 785 735 Mob: 0475 516 288
Email: rob.kdm@bigpond.com

The Chief Executive Officer
Shire of Dandaragan
Bashford Street
Jurien Bay WA 6516

SHIRE OF DANDARAGAN	
DATE RECEIVED	
31 JAN 2019	
DOC ID:	
Acknowledge	Yes / No

30 January 2019

Dear Brent

New Men's Shed Project – Request for a Self-supporting Loan

As you are aware the Jurien Bay Community Men's Shed (JBCMS) has commenced planning for its new shed to be constructed on the site allocated for lease by the Shire of Dandaragan. Total cost to complete the project is estimated to be in the vicinity of \$360,000 inclusive of the new shed itself, the internal fit-out and all external earthworks and infrastructure. To meet this project cost we require a self-supporting loan of \$25,000 from the Shire.

JBCMS has been seeking grant funding and other contributions towards the project, with varied success. We have been well received by Lotterywest, however are yet to submit a formal application as they require a copy of the lease agreement, which is yet to be finalised. We have also received commitments from local tradesmen and businesses for contributions of in-kind works and/or the donation of products.

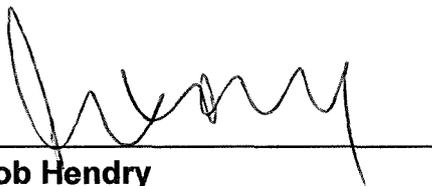
Our efforts to find other suitable funding have been fruitless. Most men's shed in rural and regional areas were supported through Royalties for Regions. This program no longer supports such projects. The Department of Veteran's Affairs does not fund new buildings, nor does the Federal Government through the Australian Men's Shed Association's Community Shed's Program. We have also sought advice and direction from our local State and Federal Government representatives, without success as most programs recommended require significant economic, not social outcomes.

Despite the anticipated grant of \$205,000 from Lotterywest; a cash contribution of \$50,000 and a further \$11,500 in-kind works from JBCMS; plus other contributions of in-kind works and products estimated at \$68,500 we find ourselves \$25,000 short of the required funds.

A copy of the all-inclusive project budget is attached for your information. Also attached are copies of other documents which demonstrate the capacity of the JBCMS to undertake the project and to meet our future financial commitments, including the repayment of the requested self-supporting loan, over a preferred period of 7 years.

Should additional information be required, please contact our Secretary and Building Committee Chairman, Rob Shanhun on mobile 0475 516 288. We look forward to your response and the ongoing support of the Shire of Dandaragan.

Yours Sincerely

A handwritten signature in black ink, appearing to read 'Bob Hendry', written over a horizontal line.

Bob Hendry
President

Mob: 0427 785 735

**Jurien Bay Community Men's Shed
New Shed Construction
Budget (Action Sheds Quote)**

Item	Value	Cash	In-kind	Detail
Lease site survey costs	1,500	1,500		Links Surveying
Secure lease over land - legal fees	2,500	2,500		Shire of Dandaragan
Shire building permit - fees and BCITF Levy	2,500	1,000	1,500	Shire of Dandaragan
Clear site	2,000		2,000	Shire of Dandaragan
Site earthworks and sand fill	15,000		15,000	Direct Contracting
Site access (driveway)	2,500		2,500	Direct Contracting
Gravel perimeter	4,500		4,500	Direct Contracting
Sand Pad base preparation	3,500	3,500		Jurien concrete & earthworks
Trenching for footings, plumbing & electrical	2,500		2,500	Jurien Trenching
Plumbing pre-lay	1,000		1,000	Plumbers
Electrical pre-wire	2,500		2,500	Electricians
Concrete pad - concrete & steel mesh	35,000	20,000	15,000	Jurien concrete & earthworks
Concrete pad - labour	3,000		3,000	Jurien concrete & earthworks
Shed shell - supply and erect	145,000	145,000		Action Sheds Quote
Under-roof space blanket insulation	3,000	3,000		Action Sheds Quote
Mezanine flooring - Structaflor	2,500	2,500		Action Sheds Quote
Stairs to mezanine floor	3,500	2,500	1,000	JBCMS
Internal doors	750	500	250	JBCMS
Door jams	750	500	250	JBCMS
Door hardware	500	500		JBCMS
Internal wall framing	5,000	5,000		Materials
Erect internal walls	2,500		2,500	JBCMS
Plumbing - pipework	1,000		1,000	Plumbers
Electrical - wiring	3,000		3,000	Electricians
clad internal walls - metal & gyprock	3,500	3,500		Materials
Fix and flush walls - labour	2,000	500	1,500	JBCMS & contractor
Clad internal ceilings - gyprock	2,000	2,000		Contractor
Fix ceilings - labour	1,000	1,000		Contractor
Plumbing fittings & fixtures	2,500		2,500	Home hardware
Electrical cabling fittings & fixtures	6,000	6,000		Materials
Paint	700	700		Materials
Painting	1,500		1,500	JBCMS
Lighting - fixtures & fittings	2,000	2,000		Electricians
Tiling Ablutions	1,200	700	500	JBCMS
Security - CCTV & alarm system	1,500	1,500		Electricians
Plumbing fitout labour	1,000		1,000	Plumbers
Electrical fitout - labour	1,500		1,500	Electricians
Septic tanks & leachdrains	2,000	2,000		Materials
Kitchen cupboards	1,500	1,500		Materials
Kitchen appliances (Oven, cooktop, rangehood)	2,500	2,500		Materials
Pavers 70m2 (verandah)	2,000		2,000	RDI Transport & Suppliers
Freight - various items	2,000		2,000	RDI Transport
Install paving	1,500		1,500	JBCMS
Landscaping	1,000		1,000	R & J Creations

Reticulation	500	500		Materials
Water bore	1,500		1,500	Drew's landscaping
Bore pump	500	500		Materials
Gen water tank	2,000	2,000		Materials
Gen water pump	800	800		Materials
Car park surfacing (materials)	2,500	2,500		Direct Contracting
Car park surfacing	1,000		1,000	R & J Creations
Fencing - materials	3,000	1,500	1,500	Fencing suppliers
Erect fencing	2,500		2,500	JBCMS
Drinking Water tank	1,000		1,000	Coerco
Drinking Water pump - Kitchen	800	800		Materials
Solar panels	30,000	30,000		Materials
Battery back-up	25,000	25,000		Materials
Transducer	4,500	4,500		Materials
	\$ 360,000	\$ 280,000	80,000	
JBCMS cash & inkind contribution	61,500	50,000	11,500	
JBCMS cash Shire of Dandaragan SS Loan	25,000	25,000		
Lotterwest Grant Request	205,000	205,000		
Other cash contributions -	0	0		
Others inkind contributions	68,500		68,500	
	\$ 360,000	\$ 280,000	\$ 80,000	\$ 360,000



ActionSheds Australia
Unit 1/55 Erceg Road Yangebup WA 6164
ABN: 55 143 713 884
Ph: 1300 778 628 Fx: 08 6555 8043
www.actionsheds.com.au

Date: 08/11/2018
 Quote By: Luke Cheesewright
 Quote No: MTLC 24091
 Email: luke@actionsheds.com.au

CUSTOMER INFORMATION

Company Name: Jurien Bay Mens Shed	Address: TBA, JURIEN BAY WA	Postcode: 6516
Name: Rob Shanhun	Site Address: TBA, JURIEN BAY WA	Postcode: 6516
Phone: 0475 516 288	Delivery Address: TBA, JURIEN BAY WA	Postcode: 6516
Email: rob.kdm@bigpond.com		

IS A SITE PLAN REQUIRED No

The suitability of the terrain category, topography and shielding factors quoted is required to be confirmed by a site evaluation by a licensed builder or building certifier

BUILDING DETAILS	Wind region A. 1	Terrain Cat 2	Importance Level 2	VR 45m/s
	Mt 1	Ms 1		
SHED	Span: 15240 mm	Roof Pitch: 10	Gable: Yes	Skillion: No
	Length: 32000 mm	No. of Bays: 8	Bay Size: 4000 mm	Bld Type: LIGHT INDUSTRIAL
	Gutter Height: 6000 mm	Shed Footing Type:	Slab & Pier	Base Fixing: Chemset
AWNING	Span: 4000 mm	Roof Pitch: 5	Open Gable:	Openbay/s: No. Of SQM
	Length: 15240 mm	Awning Footing Type:	Slab & Pier	Side: Right
	Gutter Height: 2700 mm	Base Fixing:	Chemset	Type: FullyOpen

	Color	Profile	Ridge	Thickness
Window	TBA			
PA Door	TBA			
Roller Door	TBA			
Downpipe	TBA	Steel		
Barge	TBA			
Gutter	TBA	Square		
Roof	TBA	Trimdek	3 Break Ridge	0.47 tct
Wall	TBA	Trimdek		0.47 tct

Product Name	Type	Size	Quantity
Partition Wall (clad one side)		Each	2
Mezzanine (3kpa)		No. Of SQM	91.44
PA Door	(200/47 + 40/60 lock)	2040 x 920	4
Window	SGD-2100mmH X 1800mmW	2100 x 1800	1
Window	(Sliding)790mmH X 1274mmW	790 x 1274	3
Window	(Sliding)790mmH X 589mmW	790 x 589	2
Roller Door	B - manual with chain	4000x3600	3

Mezzanine itemised cost (as shown and included in total price) - \$10,685 including GST. This price excludes Structafloor board to area.

Note: Roller Door/s are nominal Opening Size and will change in size during engineering to best suit the frame and opening Design parameters may vary during engineering process to best suit the site location.

This Quote Includes	Kit Payment Schedule	QUOTE PRICE
Delivery To Site	Deposit \$ 23959.00	\$
Engineering Documents	For Manufacture \$ 23959.00	Kit Total (inc Delivery) \$ 95836
Full Working Drawings	Before delivery \$ 47918.00	Council \$ 0
		Concrete \$ 0
		Construct \$ 0
		(Discount/Extra) \$
		Construct Total \$ 0
Quote valid until 07/11/2018		
Customer signed acceptance <input type="text"/>		Total Job Cost (incl GST) \$ 95836

* Cast in bolts or straps delivered prior to kit will incur an extra charge and will be added to deposit invoice
 Please remit payment to: - ActionSheds Australia
 To confirm order, email or fax your signed quote today



Unit 1 -55 Erceg road Yangebup WA 6164

Phone: 1300778628

Fax: 0865558043

Installation Only Quote

Quote Number

MTLC24091

Date

8/11/2018

Name: **Jurien Bay Mens Shed**

Suburb: **Jurien Bay**

<u>Description</u>				<u>Amount Inc. GST</u>
<u>Shed Kit as per supply quotation</u>				
Length	Width	Height	Pitch	
32.00	15.24	6.00	10.00	
<u>Kit Supply</u>				
<i>Supplied by Action Sheds Australia as per Quotation</i>				\$95,836.00
<u>Installation of Building</u>				
<i>Total cost for installation</i>				\$32,028.65
<i>Owner to supply concrete Slab</i>				
Cost for Machinery/lifting equipment hire and/or extra labour costs if machinery isn't used.				\$11,009.28
<i>To be paid as per payment schedule</i>				
<i>Erecting cost is subject to erectors site inspection</i>				
<u>Installation Payment Schedule</u>				
Structural Steel completion				\$27,974.65
Sheeting Completed				\$10,759.48
Shed Lock up and completed				\$4,303.79
<u>Notes</u>				
<i>Local Council Application's (Includes Standard Fee's Only)</i>				\$0.00
<i>Owner to pay verge bond if required by council</i>				
				\$0.00
Total cost for supply of Kit & Installation Including GST				\$138,873.93

Notes:

*New Regulations which allows the owner of the property to become an "owner Builder" if the job total is over \$20,000.00. Please ask one of our friendly staff about this cost saving alternative.

***We can provide a registered builder if your project requires one, contact us for further information.**

Terms & Conditions

*Quotation is valid for 30 Days

*Shed Edge Area to be Clear , Level & hard soil. 1mtr for sheds between 2.4Mtr to 3.5Mtr High & 3mtr for machinery access on sheds above 4Mtr in height

*Concrete slab to be laid by owner

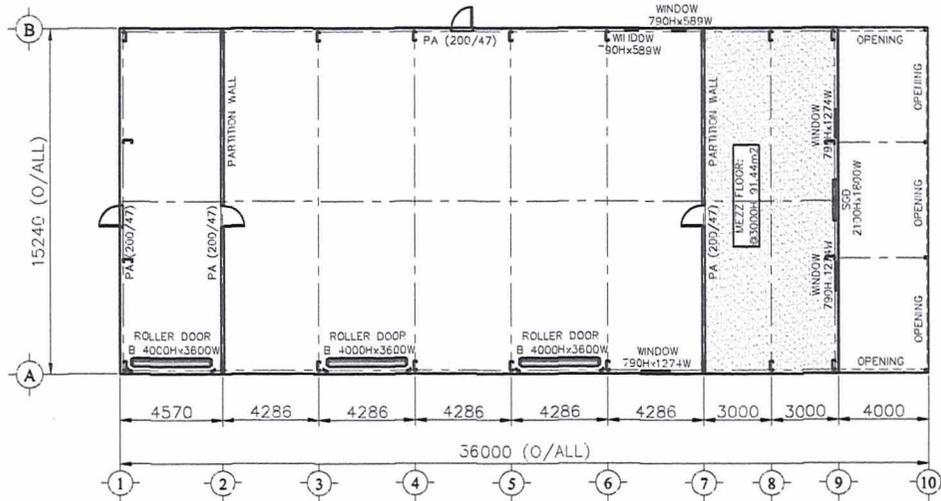
*Earthworks by owner

*Site area to be clear & Flat

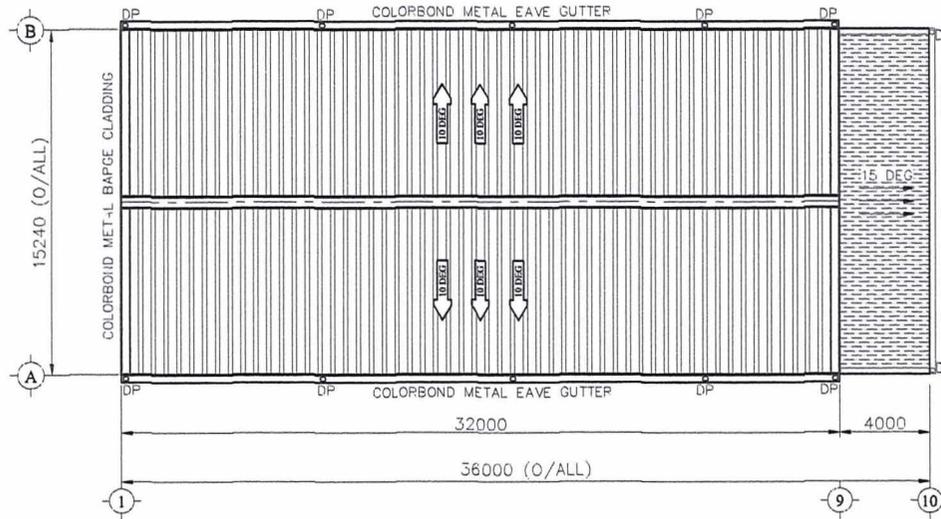
*Rubbish to be disposed by client

*Site to have Power & Water

*When customer is providing their own windows and/or doors extra chargers will apply



FLOOR PLAN



ROOF SHEETING PLAN

APPROVED BY CUSTOMER:				
SIGNATURE:				
DATE:				
	NO.	DATE	BY	DESCRIPTION
	REVISIONS			

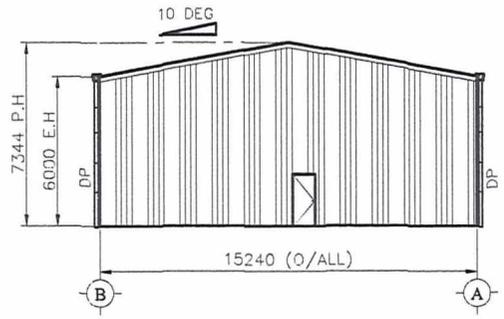


Unit 1/55 Erceg Road
Yangebup WA 6164
Ph: 1300 778 628
Fx: 086555 8043
E: sale@actionsheds.com.au
W: www.actionsheds.com.au

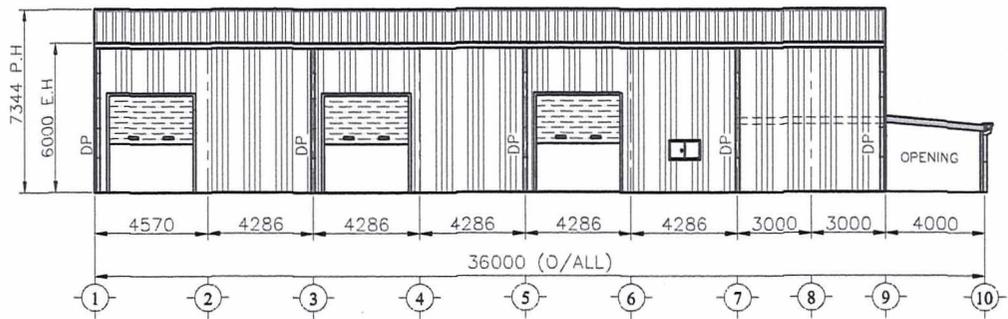
PROJECT:
Jurien Bay Mens Shed
SITE ADDRESS:
TBA, Jurien Bay, WA

TITLE:
FLOOR PLAN
FOR A SHED 15.24M x 32.0M x 6.0M & AWNING

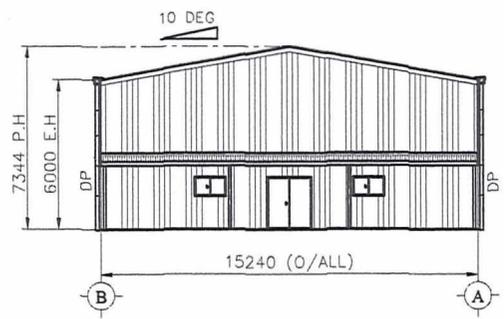
RBP CERTIFICATION:	DRAWING NO. REV.
DESIGNED: AK	SCALE: NTS
DRAWN: THAM	JOB NO: MTID.24091
CHECKED: MT	DATE: 31 OCT 18
	01 B



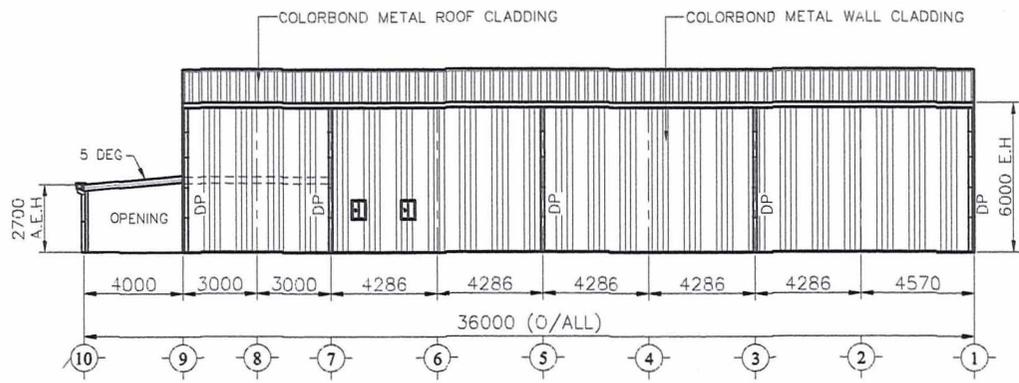
LEFT ELEVATION



FRONT ELEVATION



RIGHT ELEVATION



BACK ELEVATION

APPROVED BY CUSTOMER:			
SIGNATURE:			
DATE:	NO.	DATE	BY DESCRIPTION
	REVISIONS		



Unit 1/55 Erceg Road
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Ph: 1300 778 628
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W: www.actionsheds.com.au

PROJECT:
Jurien Bay Mens Shed

SITE ADDRESS:
TBA, Jurien Bay, WA

TITLE: ELEVATION		DRAWING NO. REV.	
FOR A SHED 15.24M x 32.0M x 6.0M & AWNING		02	B
RBP CERTIFICATION:	SCALE: NTS		
DESIGNED: AK	JOB NO: MTLIC 24091		
DRAWN: THAM	DATE: 31 OCT 18		
CHECKED: MT			

Rob & Karen

From: Luke @ Action Sheds <luke@actionsheds.com.au>
Sent: Thursday, 8 November, 2018 11:52 AM
To: Rob & Karen
Subject: RE: Jurien Bay Community Men's Shed - Request for quote
Attachments: MTLC24091 - Jurien Bay Mens Shed - Actionsheds Quote.pdf

Hi Rob,

Please find attached a budget quote for the shed proposed up in Jurien Bay. I wanted to make a couple of notes for you with regards to it below.

1. Pricing for mezzanine floor structure is \$10,685 including GST
2. Removing the glass slider for a custom door would take about \$1,200 incl GST out of the price
3. If you wanted to add industrial motors to the roller doors they'd be around \$750 each
4. There is \$3,000 in accommodation in the installation price – this could be saved if you could organise something with a local company for the workers
5. The machinery cost for scissor lift and telehandler during construction is quite high, predominantly because of the cost involved with getting them to site from Perth. If they could be provided locally (I could not find a company that could) then that would be a substantial cost saving

As you noted in your email, the shed would require structural footings that would be installed underneath the shed slab. Part of our engineering and manufacturing detailing provides the details for these, so that you can get the concrete contractor to install with the slab. If you have any queries or would like to make any changes to the shed or scope of works, please let me know.

Kind Regards

Luke Cheesewright

Action Sheds Australia
Ph: 08 6559 1970
Fx: 08 6555 8043
E: luke@actionsheds.com.au
W: www.actionsheds.com.au
Unit 1/55 Erceg Road Yangebup WA 6164

...Committed to 'Safe Shed Design'



ABN 55 143 713 884 | Suppliers of Fielders Products | Member of Australian Steel Institute

From: Rob & Karen <rob.kdm@bigpond.com>
Sent: Wednesday, 24 October 2018 2:13 PM
To: Luke @ Action Sheds <luke@actionsheds.com.au>
Subject: Jurien Bay Community Men's Shed - Request for quote

Hi Luke,

JURIEN BAY COMMUNITY MEN'S SHED



Here for men's health

BUSINESS PLAN

2018 to 2022

INDEX

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- 2. Purpose & Vision**
- 3. Objectives**
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- 6. Projects, Services & Initiatives**
- 7. Assets & Equipment**
- 8. Target Group**
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- 10. Strategic Plan**
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- 12. Finances**

1. Introduction & Overview

Men's sheds have been shown to be valuable contributors to the communities within which they are active. They provide a unique environment for the learning, communication and sense of belonging for men, with positive effects on their own health and well-being, as well as positive effects on their partners, families and communities. Men's Sheds also undertake a range of voluntary services in many of the communities in which they operate.

The modern Men's Shed is an updated version of the shed in the backyard that has long been a part of Australian culture. Men's Sheds are found in many cities and towns around Australia and continue to spring up internationally. Increasingly the preventative health benefits of Men's Sheds are being recognised as more research on this subject is completed.

Not all Men's Sheds are the same – if you looked inside you might see a number of men making furniture, perhaps restoring bicycles for a local school, *making interpretive signage, fixing lawn mowers or making a cubby house*. You might also see a few young men working with the older men obtaining new skills and learning something about life from the men with whom they work. You will see tea-bags, coffee cups and a comfortable area where men can sit and talk. You may also see an area where men can learn to cook for themselves or how to contact their families by computer. In a Men's Shed anything is possible.

It's an unfortunate part of our culture that most men don't talk about feelings and emotions many do not take an interest in their own health and well-being. Unlike women, most men are reluctant to talk about their emotions and that means that they usually don't ask for help. Probably because of this, many men are less healthy than women, drink more, take more risks and suffer more from isolation, loneliness and depression. Relationship breakdown, retrenchment or early retirement from a job, loss of children following divorce, physical or mental illness are just some of the problems that men may find difficult to deal with on their own.

A significant number of older men are veterans of the wars in Korea or Vietnam or other conflicts. Many suffer from Post-Traumatic Stress Disorder (PTSD), which often goes undiagnosed. The rates of self-harm and suicide amongst such men are both alarming and preventable. Men's Sheds play a very important role in communities, particularly in regional communities where services that address such matters are few and far between.

Good mental and physical health is based on many factors including feeling good about yourself, being productive, contributing to your community, connecting with family and friends, and maintaining an active body and mind.

Becoming a member of a Men's Shed provides a safe and busy environment where men can find many of these things in an atmosphere of old-fashioned mateship. And, importantly, there is no pressure. Men can just come and have a yarn and a cuppa if that is all they're looking for.

JBCMS commenced on 3 September 2012, the result of a meeting of likeminded men in the function room of the Jurien Sport & Recreation Centre. The first Executive Committee was established and a potential home, a privately owned shed located on a light industry block adjacent to the business district, was identified. Mr Glenn Featherby, owner of the shed, agreed to provide access to the land and the shed free of charge. This generous support enabled JBCMS to become established and to begin the process of acquiring tools, equipment and materials. It also accommodated a rapidly expanding membership.

A grant application was made through the West Australian Men's Shed Association (WAMSA), with other funds being raised through sales of a calendar and jobs carried out by JBCMS for the Northern Agricultural Catchment Council, the Jurien Bay Progress Association; Shire of Dandaragan and others.

The first big community project was to construct concrete reef balls, which were installed onto the ocean bed to create an artificial snorkel and dive trail. JBCMS also built and installed a number of beachside change rooms which front the local swimming beach.

Members of the Jurien Bay Community Men's Shed come from all walks of life. The bond that unites them is that they are men with time on their hands and would like something meaningful to do with that time.

Jurien Bay Community Men's Shed has developed a safe and happy environment where men are welcome to work on community projects, specific Men's Shed projects or a project of their choice in their own time and where the only "must" is to observe safe working practices....all in a spirit of mateship.

2. Purpose & Vision

Purpose: *To improve the mental and physical health and wellbeing of men throughout the community.*

JBCMS plays an important role in the overall improvement of men's health and wellbeing, particularly in regard to engaging men who for various reasons have problems talking about their health, as well as those that are otherwise socially isolated. Men who are socially isolated are prone to experience depression, anxiety and suicide. JBCMS brings men together and enables them to interact and engage with other men for their personal wellbeing and for the benefit of their families and community.

Vision: *To be a safe and welcoming Men's Shed in which all men can come together in a spirit of mateship, interact with other men and feel at ease talking about the issues affecting their lives, their health and their wellbeing.*

In pursuit of this vision JBCMS aims to develop a purpose built Men's Shed from which to operate; to carryout it projects and initiatives; to house its growing inventory of tools, machinery, equipment and other assets; and most importantly, to become a place for men to come together in a friendly, safe and welcoming environment.

3. Objectives

The objectives of the Jurien Bay Community Men's Shed, as outlined in its Rules of Association, are:

- To address the issues of men's mental, physical, and emotional health and wellbeing in the community.
- To engage the elderly, differently-abled, youth, veterans, indigenous and other groups of men from Jurien Bay and surrounds and to specifically address any issues of loneliness, isolation and depression.
- To support the social interaction of men in transitional periods (e.g. separation, redundancy, bereavement, retirement, ill health, relocation and respite care).

- To share, disseminate and preserve the skills, abilities and interests of men that are relevant to the community.
- To facilitate links between men and health-related agencies, family organisations and specialist health professionals within the community.
- To advocate the benefits of partnerships between men's sheds and community.
- To develop a Men's Shed which can operate on a cost-neutral basis, that is, its ongoing costs can be met or exceeded by its revenue.
- To initiate and continue activities of particular relevance to men.
- To provide strong social fabric for men experiencing isolation.

4. Management Structure

Jurien Bay Community Men's Shed is an incorporated association and operates in accordance with the *Western Australian Associations Incorporation Act 2015* and its own *Rules of Association*.

Each year Jurien Bay Community Men's Shed elects a Management Committee comprised of:

- President
- Vice President
- Secretary
- Treasurer
- Committee members (3)

While the Management Committee is, in accordance with the Rules of Association, responsible for managing the affairs of the JBCMS, to further the interests of openness and inclusion, all meetings are open to all members of JBCMS. All members attending meetings are encouraged to participate in discussion and the decision making process.

Sub-Committees are established for particular purposes and to carry out specific functions. For example a Building Management Committee has been established to coordinate the project and activities associated with the development of a new Men's Shed.

5. Operational Philosophy

Jurien Bay Community Men's Shed is a vital community organisation, delivering programs and activities that not only target men's health, but also provide a range of services designed to benefit the broader community. Most "shedders" see themselves as having a strong sense of belonging and ownership of their shed. They share fellowship, camaraderie and interests. Many devote a considerable amount of their time towards worthwhile community projects and fundraising activities and events.

Jurien Bay Community Men's Shed maintains an open door policy and does not reject any person on the basis of race, disability, religion, age, sexual preference or ethnic background. Restrictions may be placed on participation in certain activities for safety reasons or if a member requires the assistance of a carer (must be provided by the participant).

A member of the JBCMS will:

- Act in the best interests of the Shed and not pursue personal agendas;
- Think collectively, contribute to and support decisions made through a democratic process;
- Support a safe physical environment, care for their safety and the safety of others around them;
- Provide a friendly, safe and supportive social environment;
- Guide members to other services or agencies when appropriate or requested;
- Respect the rights and decisions of members; and
- Respect the confidentiality and privacy of members

JBCMS does not tolerate abuse, bullying, violence, anti-social behaviour or infringements upon the rights of others. An applicant for membership may be prohibited from becoming a member or may be expelled if they are deemed an undesirable person as a result of behavior not in accordance with the philosophy of the JBCMS.

6. Projects, Services & Initiatives

Jurien Bay Community Men's Shed has proven itself to be a viable, successful and well managed organisation over the past 6 years. During that time it has become the "go to" organisation in Jurien Bay when other groups, clubs or organisations, including the Shire of Dandaragan need to have a job done, something made or volunteers to help out. JBCMS has also become a regular source of funding for charitable and other groups looking to fundraise for men's health issues, depression and other worthy causes.

There are many projects, services and initiatives conducted by JBCMS on behalf of the community or as fund-raising activities. Examples include:

- Jurien Bay's artificial reef and snorkel trail project
- Rest-in-reef project (deceased persons ashes laid in a reef ball)
- Jurien Bay Easter Fair
- Sandy Cape camping area fencing project
- Repair of Volunteer Marine Rescue boat trailers
- Turquoise Way path signage erection
- Annual Jurien Bay Triathlon/Duathlon – Road and trackside marshalling
- Clouds to Coast Triathlon - road and trackside marshalling
- Black Dog Ride – Donation, event support and BBQ
- Jurien Bay District High School P&C projects and events
- Jurien Bay Respite Centre – construct and install a garden shed
- Wooden wheelbarrow street planters
- Wheatbelt Herbarium Group – Sausage sizzle BBQ
- Volunteering on projects and events for other local community groups
- Delivery of phone books – Jurien Bay and Cervantes

Each year JBCMS hosts the Jurien Bay Easter Fair. This has become a very popular event with both locals and visitors, attracting around 2000 people to each event. It is the major fund-raising event for the JBCMS.

The largest and important project JBCMS has or will undertake is the development of a new Men's Shed. With tenure over their existing premises running out it is vital JBCMS finds a new home. Success with this project will determine the future for JBCMS.

7. Assets & Equipment

Over the past 6 years JBCMS has accumulated a large inventory of tools, machinery, equipment and other assets. These have been acquired through community gifts and donations, grant funding, self-funding; and member contributions. These assets and equipment include:

- Wood and metal working hand tools
- Wood and metal working machinery
- Box trailers (2)
- Sea container storage units (2)
- Furniture – long table & chairs
- Shelving
- Gas BBQ and roasting spit
- Wide variety of hardware, materials, fixtures and fittings

8. Target Groups

A specific target group of JBCMS is men who for whatever reason have become socially isolated, disconnected and/or withdrawn. These men are more likely to suffer mental and physical health issues, including anxiety, depression and other stress related illness. Such men are at risk of self-harm.

Jurien Bay Community Men's Shed welcomes all man, regardless of their age, background, ethnicity or circumstances. While the majority of current members are over the age of 50 and extend into the 80's, JBCMS intends to broaden and increase its membership base by promoting itself and expanding the range of activities and including more social elements.

Jurien Bay has become a popular retirement centre with a large and increasing population of seniors. There are also a significant number of military service veterans living in the community, many of whom are currently members of the JBCMS. The Jurien Bay sub-branch of the RSL is an obvious partnering organisation and joint user of the proposed new shed.

To increase membership and broaden the level of community use, it is intended to target women with an interest in manual arts and crafts. Participants would be appointed as Associate members of the JBCMS.

9. SWOT Analysis

- **Strengths**
 - Strong and growing membership base
 - Substantial inventory of assets, tools and equipment
 - Excellent reputation within local community
 - Strong history of community support
 - Demonstrated financial viability
 - Broad range of skills, knowledge and experience
 - Success of the Jurien Bay Easter Fair
 - Growing population of retirees in and around Jurien Bay

- **Weaknesses**
 - Limited tenure on current premises
 - Current premises too small for increase in membership
 - Limited capacity to expand activities
 - Limited fund-raising opportunities
 - Membership is predominantly older men

- **Opportunities**
 - New purpose built Men's Shed
 - Expansion of membership
 - Increase the range of activities offered
 - Intergenerational activities through school partnership
 - Marketing campaign to promote membership
 - Marketing campaign to promote men's health issues

- **Threats**
 - Current shed owner requires vacant possession by 30 June 2019
 - Ageing membership base
 - Reduced government funding for regional social infrastructure
 - Machinery safety compromised within confined area of existing shed

10. Key Strategies

ISSUES	STRATEGIES
Men's Health and Wellbeing	Promote membership of JBCMS Encourage and facilitate discussion about health issues Make health information readily available Develop a men's health and wellbeing referral network Support men experiencing problems Refer members requiring professional services to health professionals
Limited tenure on current premises Current premises too small for increase in membership No capacity to expand activities Machinery Safety concerns	Land to be acquired (lease from Shire) New Men's Shed to be developed Create a multi-purpose and multi user facility. Comply with safety standards for tool and machinery use. Establish safety protocols and accident/emergency policy/procedures
Broaden membership base Ageing membership base Increase membership numbers	Increase the range and type of activities Increase community awareness of JBCMS Advertise/promote benefits of JBCMS Establish an Associate membership based around a women's manual arts & crafts group Invite Jurien Bay RSL to joint use facility
Intergenerational activities	Student mentoring program in partnership with JBDHS Target disengaged, disadvantaged youth Promote membership to a younger demographic
Maintain financial viability	Continue to host the annual Easter Fair Accept paid projects & jobs Increase the range of products for sale Maintain community support Seek sponsorships, donations, grants

11. Promotion & Marketing

The following opportunities to promote the JBCMS; advantages of membership; products and services have been identified:

- Craytales newspaper community adverts
- Craytales articles – “Secret Men’s Business” and “Men’s Health”
- Jurien Bay CRC membership and in-house TV ads
- Turquoise Coast Visitor Centre membership and TV ads
- Commercial business premises TV ads (Eg. Caltex; Jurien Bay hotel; Tavern)
- Create an ‘on-line’ presence Eg. Facebook and/or website
- “Fly the flag” through support for other clubs, groups and events

12. Finances

The following 5 year operational budget estimates are based on previous financial performance and actual YTD income and expenditure. No provision has been made within these budget estimates for income or expenditure that may arise if a new purpose built Men’s Shed was to be undertaken.

As at 1 November 2017 JBCMS held cash at bank of \$10,291 Plus term deposits (2) totaling \$23,407. Total funds held \$33,698.

As at 1 November 2018 JBCMS held cash at bank of \$14,557 Plus term deposits (2) totaling \$28,855. Total funds held \$43,412.

JBCMS is operating on a sustainable financial basis, generating between \$7,000 and \$10,000 profit annually. It must be positioned to continue on this basis to ensure adequate funds are available to meet its commitment towards construction of the proposed new Men’s Shed, and its ongoing operational costs.

Following are forward operational budget projections to 2021-22, based on actual income and expenditure figures for the period 1 October 2017 to 30 September 2018.

Period: 2017-2018 (Based on actual income & expenditure)			
Income		Expenditure	
Item	Amount	Item	Amount
Membership fees	2400	Admin	820
Contract jobs	3000	Functions – Xmas etc	2130
Sales (products & materials)	2000	Tools	300
Easter Fair	15000	Shirts, caps etc.	1440
Donations & grants	350	Materials & hardware	1900
Paid projects	3000	Insurance	630
Minor events (BBQ's etc.)	90	Consumables	2000
Interest earned	60	Utilities (Power & water)	340
Other income	1200	Easter Fair	5640
		Donations out	2900
Total income	27100	Total expenditure	18100
Profit/loss	9000		

Period: 2018-2019 (Projected)			
Income		Expenditure	
Item	Amount	Item	Amount
Membership fees	2600	Admin	900
Contract jobs	3500	Functions – Xmas etc	1500
Sales (products & materials)	2000	Tools	0
Easter Fair	13000	Shirts, caps etc.	400
Donations & grants	1500	Materials & hardware	1000
Paid projects	3000	Insurance	700
Fundraising events (BBQ's etc.)	1000	Consumables	2000
Interest earned	100	Utilities (Power & water)	360
Other income	1500	Easter Fair	7000
		Donations out	1500
Total income	28200	Total expenditure	15360
Profit/Loss	12,840		

Period: 2019-2020 (Projected)			
Income		Expenditure	
Item	Amount	Item	Amount
Membership fees	3000	Admin	800
Contract jobs	2500	Functions – Xmas etc	1700
Sales (products & materials)	2200	Tools	1500
Easter Fair	14000	Shirts, caps etc.	1500
Donations & grants	250	Materials & hardware	2000
Paid projects	2000	Insurance	1500
Fundraising events (BBQ's etc.)	500	Consumables	1200
Interest earned	100	Utilities (Power & water)	0
Other income	1500	Easter Fair	6000
		Donations out	1000
Total income	26050	Total expenditure	17200
Profit/Loss	8,850		

Period: 2020-2021 (Projected)			
Income		Expenditure	
Item	Amount	Item	Amount
Membership fees	3600	Admin	1200
Contract jobs	2000	Functions – Xmas etc	2000
Sales (products & materials)	3000	Tools	2000
Easter Fair	15000	Shirts, caps etc.	500
Donations & grants	250	Materials & hardware	1000
Paid projects	2500	Insurance	1600
Fundraising events (BBQ's etc.)	600	Consumables	2000
Interest earned	50	Utilities (Power & water)	0
Other income	1800	Easter Fair	8000
		Donations out	2000
Total income	28800	Total expenditure	20300
Profit/Loss	8,500		

Period: 2021-2022 (Projected)			
Income		Expenditure	
Item	Amount	Item	Amount
Membership fees	3800	Admin	1000
Contract jobs	2000	Functions – Xmas etc	1800
Sales (products & materials)	3000	Tools	1000
Easter Fair	14000	Shirts, caps etc.	1500
Donations & grants	0	Materials & hardware	1000
Paid projects	3000	Insurance	1800
Fundraising events (BBQ's etc.)	1000	Consumables	2500
Interest earned	100	Utilities (Power & water)	0
Other income	2000	Easter Fair	9000
		Donations out	2000
Total income	28900	Total expenditure	21600
Profit/Loss	7,300		

Men's Shed Financials

21st January 2019

Balance @31st December 2018 **\$13,256.95**

Deposits -

Interest **\$5.58**

Mower repairs **\$50.00**

Di Paterson – Rest in Reef **\$1500.00**

Total Deposits \$1555.58 \$14,812.53

Debits

345 Links Survey **\$1413.50**

346 IGA **\$67.74**

347 Home Hardware **\$29.40**

Bank Charge **\$0.20**

Total Debits \$1510.84 \$13,301.69

Cheques not presented.

348 Jurien Signs Rest in Reef **\$100.00 \$13,201.69**

Available Balance @ 21st January 2019 \$13,201.69

Invoices Outstanding \$0.00

Accounts Payable \$0.00

Term Deposit #1 **\$13,467.08** Review Date 15th February 2019

Term Deposit #2 **\$20,548.65** Review Date 29 April 2019

Total Available Cash \$47,217.42

**Men's Shed Financials
31st December 2018**

Balance @ 3rd December 2018 **\$11,811.28**

Deposits -

Dinner money	\$80.00	
Direct Contracting	\$1900.00	
Jenny Mars Rest in Reef	\$1500.00	
Total Deposits	\$3480.00	\$15,291.28

Debits

340 Featherby – Power	\$141.10	
341 Thrifty Link	\$30.86	
342 Home Hardware	\$127.45	
343 Jurien Bowling Club – Dinner	\$1683.80	
344 IGA	\$51.12	

Total Debits **\$2034.33** **\$13,256.95**

Cheques not presented.

345 Links Surveying	\$1413.50	\$11,843.45
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Cash in hand Mower repair **\$50.00**

Available Balance @ 31st December 2018 **\$11,893.45**

Invoices Outstanding **\$0.00**

Accounts Payable **\$0.00**

Term Deposit #1 \$13,467.08 Review Date 15th February 2019

Term Deposit #2 \$20,548.65 Review Date 29 April 2019

Total Available Cash **\$45,909.18**

Men's Shed Financials
3rd December 2018

Balance @ 19th November 2018 **\$15,494.98**

Deposits -

Membership Fees	\$550.00	
Dinner money	\$660.00	
Donation – Bike	\$100.00	
Interest	\$6.85	
Total Deposits	\$1316.85	\$16,811.83

Debits

Transaction fee	\$0.55	
Transfer to Term Deposit	\$5000.00	
Total Debits	\$5000.55	\$11811.28

Cheques not presented.

340 Featherby Power	\$141.10	\$11,670.18
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Available Balance @ 3rd December 2018 **\$11,670.18**

Invoices Outstanding **\$0.00**

Accounts Payable

Thrifty Link	\$30.86	
Home Hardware	\$127.45	
Total	\$158.31	\$11,511.87

Term Deposit #1 \$13,467.08 Review Date 15th February 2019

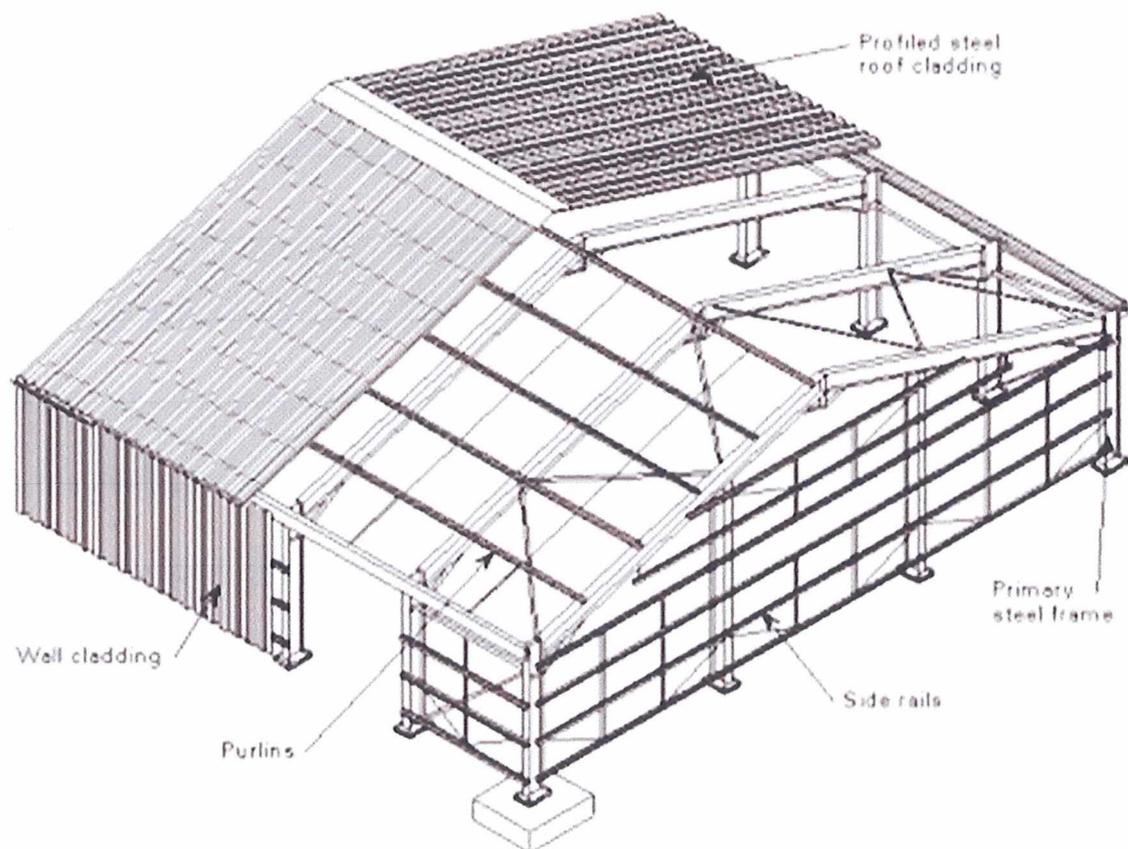
Term Deposit #2 \$20,548.65 Review Date 29 April 2019

Total Available Cash **\$44,685.91**

JURIEN BAY COMMUNITY MENS' SHED

Feasibility Study

Men's Shed Development Project



INDEX

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9. Financials
10. Staging Alternatives
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1. Executive summary

Jurien Bay Community Men's Shed (JBCMS) commenced on 3 September 2012, operating from a privately owned shed located on a light industry block adjacent to the Jurien Bay business district. With funding assistance and community support, tools, equipment and materials were acquired and projects commenced.

Community Men's Sheds are vital organisations playing important roles in the overall improvement of men's health and wellbeing, particularly in regard to engaging men about their physical and mental health, as well as targeting those that are otherwise socially isolated. JBCMS's operational philosophy ensures equity of access, fair treatment and a welcoming environment for all men regardless of their circumstances.

The future of JBCMS is currently uncertain as the owner of the shed they occupy requires vacant possession in the near future. JBCMS needs a new home.

This feasibility Study has assessed the need for a new home for JBCMS, considered a number of options for achieving it and assessed the feasibility of the preferred option. These options included relocating to another existing industrial shed and the construction of a new purpose built shed on a green-field site. A number of potential sites were identified and assessed for their suitability.

The preferred option was a new purpose built shed to be constructed on a section of land contained within Jurien Bay's main Recreation Reserve. This land would be leased from the Shire of Dandaragan at a peppercorn rental.

Design requirements for the proposed shed were identified, with a floor plan and building specifications being outlined (Plan A). These were used to produce an indicative costing for the shed and ancillary infrastructure. The total project cost is estimated at \$340,000 to \$380,000.

The financial viability of this project was assessed. JBCMS has operated successfully over 6 years during which it has become a very successful organisation, acquired a substantial inventory of tools, equipment and materials, and accumulated a significant amount of surplus funds required as its contribution to a construction project. Nonetheless it will require a substantial amount of grant funding, community support and in-kind works if the project is to be successfully completed.

Across each of the three elements of sustainability – economic, environmental and social, the project received a green light. Moreover from a social sustainability perspective, the project is considered to be an essential element of Jurien Bay community's social environment, just as men's sheds have done all over Australia.

The risks associated with a construction project have been identified and assessed, with risk mitigation strategies being developed. No risks are seen as insurmountable.

In conclusion the new JBCMS shed construction project has been assessed as being feasible and it is recommended the project proceed.

2. Background and Purpose

Jurien Bay Community Men's Shed (JBCMS) commenced on 3 September 2012, the result of a meeting of likeminded men in the function room of the Jurien Sport & Recreation Centre. The meeting was chaired by local identity and member of the RSL, Jim Clarke. The first Executive Committee was established and a potential home, a privately owned shed located on a light industry block adjacent to the business district, was identified. Mr Glenn Featherby, owner of the shed, agreed to provide access to the land and the shed free of charge. This generous support enabled JBCMS to become established and to begin the process of acquiring tools, equipment and materials. It also accommodated a rapidly expanding membership.

A grant application was made through the West Australian Men's Shed Association (WAMSA), with other funds being raised through sales of a calendar and jobs carried out by JBCMS for the Northern Agricultural Catchment Council, the Jurien Bay Progress Association; Shire of Dandaragan and others. The first big community project was to construct concrete reef balls, which were installed onto the ocean bed to create an artificial snorkel and dive trail. JBCMS also built and installed a number of beachside change rooms which front the local swimming beach.

JBCMS also applied for grant funding to obtain its original tools and equipment and has since made a number of grant applications through Lotterywest to expand its inventory. It has also acquired a significant number of other items and materials through donations and purchases from its own funds.

Mr Featherby, owner of the industrial shed occupied by JBCMS has recently advised the Executive Committee he requires the shed and surrounding land for his own purposes and while not giving a strict deadline to vacate the premises, has identified January 2019 as his preference.

The purpose of this study is to identify and assess options for the JBCMS to relocate its operations and to create a more permanent and secure base for the men of Jurien Bay and surrounds. It will also assess the financial viability and sustainability of the JBCMS and recommended option for their future home.

3. Organisational philosophy

Men's sheds are a vital community organisations, delivering programs and activities that not only target men's health, but also provide a range of services designed to benefit the broader community. Most "shedders" see themselves as having a strong sense of belonging and ownership of their shed. They share fellowship, camaraderie and interests. Many devote a considerable amount of their time towards worthwhile community projects.

Men's Sheds play important roles in the overall improvement of men's health and wellbeing, particularly in regard to engaging men who for various reasons have problems talking about their health, as well as those that are otherwise socially isolated. Men who are socially isolated are prone to experience depression, anxiety and suicide. Men's sheds bring men together and enable them to interact and engage with other men for their personal wellbeing and for the benefit of their community.

Jurien Bay Community Men's Shed maintains an open door policy and does not reject any person on the basis of race, disability, religion, age or ethnic background. Restrictions may be placed on participation in certain activities for safety reasons or if a member requires the assistance of a carer (must be provided by the participant).

A member of the JBCMS will:

- Act in the best interests of the Shed and not pursue personal agendas;
- Think collectively, contribute to and support decisions made through a democratic process;
- Support a safe physical environment, care for their safety and the safety of others around them;
- Provide a safe and supportive social environment;
- Guide members to other services or agencies when appropriate or requested;
- Respect the rights and decisions of members; and
- Respect the confidentiality and privacy of members

JBCMS does not tolerate abuse, bullying, violence, anti-social behaviour or infringements upon the rights of others. An applicant for membership may be prohibited from becoming a member or may be expelled if they are deemed an undesirable person as a result of behavior not in accordance with the philosophy of the JBCMS.

4. Project options analysis

This study considers the ongoing viability of the JBCMS in its current circumstances, as well as giving consideration to options for relocation to an existing building or the development of a new purpose built "shed" on a green-field site.

Option1. Relocation to an existing building

For the past 6 years the JBCMS has occupied a privately owned industrial shed. Free of charge. This exceptionally generous contribution by the owner is however, about to end (January 2019). Enquiries in regard to other existing and vacant industrial sheds have proved fruitless. While there are a number of such buildings in Jurien Bay they are either for sale and unavailable, or for lease at commercial rates and come with the conditions associated with commercial leases. As a medium to long term option relocation to an existing industrial shed is not considered financially viable or sustainable.

Example 1. No. 8 Boullanger Way in the Old Jurien Bay light industrial area. Shed with workshop, office, toilet & shower and kitchen facilities. Short term or long term lease. Total building area of approximately 265.8m² (workshop 245m², shower/toilet 6.5m² and office/kitchen 14.3m²). Personal access door to front of premises. Large sliding door to side of workshop. Fully fenced/secure 1,867sqm bloc
Costs - \$3,500 per month (negotiable).

Example 2. No. 28 Boudan Street in the Jurien Bay Marina precinct. Leasehold property with brick office, kitchen, WC & 2 workshops. Fenced yard, gravel hard stand. One workshop ~6 m x 9 m & the Larger ~6 m x 21 m.
Cost to purchase (leasehold) \$49,000 plus ongoing cost of lease fees on land.
Requires a maritime use.

Example 3. No. 2 Zircon Street in the new Jurien Bay Industrial area. Freehold for sale. Large shed, office with kitchen facilities, storage, staff room, exercise room & more.

Cost to purchase (freehold) - \$699,000

Option 2. Construction of a purpose built shed

The vast majority of Men's Sheds in Western Australia are purpose built facilities designed to cater for the specific needs and requirements of that particular Men's Shed group. The major benefit of a purpose built shed is just that. It is designed to meet specific requirements and in doing so, can be designed and built to cater for future needs and/or an expanding membership. The construction project can also be staged to account for financial and other circumstances.

JBCMS has had a number of building concept plans on the table for some time, anticipating the day when their tenure over the privately owned shed would expire. Their existing stock of tools, equipment and materials dictates to some extent the size of workshop required, in addition to the other space and amenities required for members' activities and comfort. These include kitchen facilities, multi-purpose meeting room, toilet and shower including an accessible toilet. Storage, both internal and external, is also a consideration.

Basic requirements include a workshop - dimensions 15m X 24m – 360m² with height at wall edge – 4.0m. Additional section at front of shed – 15m X 5.5m – 82.5m² to incorporate toilets (inc disabled access toilet); Shower; kitchenette/meeting room and social activities. Height of ceiling section 2.4m. Mezzanine floor (storage) over the top of this section. Front lean-to style verandah 2.4m across the shed at height of 2.4m
Construction to include all ancillary works (plumbing, electrical, concrete, cabinetry etc) for a turn-key operation. For OHS and other safety concerns certain functional areas within the building (welding bay, metal workshop, paint bay etc.) would need to be separated by internal walls and/or partitioning. *Refer to Plan A attached.*

Estimated cost of building \$250,000 to \$300,000

There are 3 local shed builders based in Jurien Bay capable of delivering such a project. In addition there are other allied trades people required to complete a turn-key shed construction project. JBCMS is keen to see any new shed construction project awarded locally as these businesses are integral to the local economy and in-turn support the local community.

Construction of a purpose built shed necessitates a suitable block of land being identified and procured. Accordingly a number of sites have been identified and assessed for their suitability.

Site 1. Reserve land on Bashford Street, Jurien Bay. This site is Crown land vested with the Shire of Dandaragan. It is located approximately 1km from the centre of town and lies adjacent to the main Recreation Reserve, sports ground and Community Recreation Centre. The area of land available on this site is well above the JBCMS's requirements and has the potential to accommodate other community based organisations. It does come with some problems, including substantial headworks costs associated with connection to power and water. There would be costs associated with clearing and leveling the site. It may also need to be filled and the ground level raised above winter water table height.

The Shire of Dandaragan has indicated a willingness to lease this site to the JBCMS and potentially other community organisations at a peppercorn rental.

Site 2. Reserve land located on Whitfield Road Jurien Bay. This site is Crown land vested with the Shire of Dandaragan. It is located approximately 500m from the centre of town and lies adjacent to the town's health precinct. The area of land available on this site is approximately 3000m², which is above the JBCMS's requirements and has the potential to accommodate another community based organisation. Headworks costs associated with connection to power and water would be minimal as it is adjacent to a serviced road. The site would need to be cleared with a small amount of levelling. This site is currently undergoing a change to the Management Order through the Department of Lands and will come under the control of Acacia Retirement Living.

Site 3. Crown Land vested with the Department of Transport and located in the Jurien Bay Marina precinct, approximately 3km from the centre of town. It is a large piece of land capable of accommodating the JBCMS and other community based organisations. Headworks costs associated with connection to power and water would be minimal as it is adjacent to a serviced road. The site is reasonable level with minimal clearing required. The Department of Transport has indicated a willingness to lease this land to community organisations at a nominal rental, which would be ongoing. Rental would be based on a commercial valuation. Granting of this site is however, subject to the inclusion of a maritime purpose within the scope of the project.

Preferred Option

An objective evaluation of the above options indicates there is only one viable long term option that will prove over time to be both suitable and sustainable.

It is recommended that JBCMS:

1. Seek a lease on the greenfield site located on the Bashford Street Recreation Reserve, Lot 503 Jurien Bay. This site has the potential to house other community groups; is within close proximity to the centre of town; has utility services running close by; has relatively minor site costs; and is adjacent to areas frequented by and in sight of the public, thereby improving security. This site would be leased from the Shire of Dandaragan at a peppercorn rental.
2. Construction of a purpose built Men's Shed of around 490 square metres and incorporating a large workshop, members' amenities area including a multi-purpose kitchen/meeting room, shower, toilets including an accessible toilet and mezzanine storage area. Refer to Plan A. Additional elements of the overall build project will include driveway and off-street parking areas; connection to power and water; fencing; external storage for hazardous and other materials; and storage for bulky equipment and trailers.

3. Justification of the proposed facility

Jurien Bay Community Men's Shed has proven itself to be a viable, successful and well managed organisation over the past 6 years. During that time it has become the "go to" organisation in Jurien Bay when other groups, clubs or organisations, including the Shire of Dandaragan, are looking to have a job done, something made or just need some volunteers to help out. The JBCMS are a regular source of funding for charitable and other groups looking to fundraise for men's health issues, depression and other worthy causes. There are numerous examples of jobs done by JBCMS on behalf of the community, including:

- Jurien Bay's artificial reef and snorkel trail project
- Rest-in-reef project (deceased persons ashes laid in a reef ball)
- Jurien Bay Easter Festival
- Sandy Cape camping area fencing project
- Repair of Volunteer Marine Rescue boat trailers
- Turquoise Way path interpretive signage erection
- Jurien Bay Triathlon/Duathlon – roadside and trackside marshalling
- Clouds to Coast Triathlon - roadside and trackside marshalling
- Black Dog Ride – event support and BBQ
- Jurien Bay District High School P&C projects
- Jurien Bay Respite Centre – construction and installation of a garden shed
- Wooden wheelbarrow street planters
- Wheatbelt Herbarium Group – Sausage sizzle BBQ
- Construction of garden beds for community garden
- Volunteering on projects and events run by other local community groups

JBCMS has a limited time in which to secure a new home. The owner of their current shed, which they have occupied now free of charge for 6 years, requires vacant possession of their property by 30 June 2019. Effectively In 10 months JBCMS will be without a home and without adequate space in which to house its substantial inventory of equipment tools and materials.

JBCMS is not a new organisation trying to launch itself, to build a membership base; to demonstrate its viability or to establish some credibility within the community. This is a very successful organisation that has become an integral part of the social and cultural framework of Jurien Bay. It's membership has grown to over 45 despite recruitment activity being curtailed due to the limitations of its current shed.

Most importantly and in accordance with its primary role within the community, JBCMS has become an important social network for the men of Jurien Bay, particularly those that have become disconnected from the community, those that have physical and/or mental health issues, and those that have experienced the horrors of armed conflict and the impact that has had on their wellbeing. JBCMS provides a safe and welcoming environment for all men, most particularly those considered to be at-risk.

4. Building Design Requirements

The area of land required to accommodate the proposed building and to provide sufficient space for parking and the movement of vehicles, materials, plant and equipment storage and to facilitate future expansion of the building and associated facilities is a minimum of 2500m². Dimensions of the site are equally as important as the total area. The site should be rectangular and measure approximately 42m X 60m.

The proposed new Jurien Bay Community Men's Shed building should be designed to meet the current needs of the organisation, while enabling future expansion as membership grows; activities increase; and as their projects become more diverse. The design will need to consider existing machinery, power tools, equipment and work benches. In addition consideration needs to be given to the creation of dedicated and/or enclosed spaces including a wood workshop; a metal workshop; a welding bay; paint bay; large project assembly area and storage areas..

There is a need to provide members' amenities including a multi-purpose activities room, which will double as a social gathering area and include kitchen facilities. This multi-purpose area will support other activities and functions of the JBCMS. Other amenities include ablutions and toilets, including an accessible toilet capable of handling wheelchairs and ride on gophers. A mezzanine floor over the top of this section of building should be provided for storage space. The front of this section of building is to include a 4.0m verandah covering the front access door and extending the full width of the frontage.

Externally a driveway and car parking areas will be needed. These could be constructed to gravel standard, with a view to being sealed at a later date, as and when JBCMS finances permit. The design of these areas will need to consider the movement of large over-length vehicles around the building. Refer to Plan A – draft floorplan

Building specifications:

- Total undercover area of approximately 490m²
- Workshop construction to be to industrial shed standard and specification
- Workshop to be accessible through three separate 4m roller doors
- Minimum height of doors to be 3.5m
- Woodwork and metalwork areas to be separated effectively to prevent the possibility dust transfer, noise reduction and fire suppression.
- Welding bay to be partitioned off for OHS purposes – prevention of welding flash related eye damage
- An enclosed paint bay capable of handling motor vehicle or trailer size projects. Could double as a mechanical workshop.
- Provision of 3 phase power and power outlets throughout the workshop
- Dedicated space for other users Eg. RSL; Manual Arts/Crafts group; others
- Storage areas – Mezanine floor; tool storage room; other storage.

5. Design and technical specifications

The Building Code of Australia (BCA) requires that “every part of a building must be constructed in an appropriate manner to achieve the requirements of the BCA, using materials that are fit for the purpose for which they are intended” [BCA 2008 Clause A2.1]. The two most common steels used for steel shed structures are cold rolled metallic coated steel strip to AS 1397 and steel hollow sections to AS 1163. Other steels may be used provided they meet the requirements of AS 4100 or AS/NZS 4600.

Design Principles

The shed should be designed by a competent engineering practitioner to current Australian codes and standards using Limit States design principles.

- Actions and action combinations should be in accordance with AS/NZS 1170 series.
- Design of cold formed steel components should be in accordance with AS/NZS 4600.
- Design of other steel components should be in accordance with AS 4100 or AS 1163.
- Design details should be documented to a level that can reasonably ensure satisfactory construction to meet structural design objectives.
- Design assumptions and limitations such as site conditions, soil types, drainage, flood datum level etc should be clearly explained in documentation.

- Any restrictions on future building use or alteration should be communicated in design documentation and reiterated in sales literature and training.
- The design process assumes the selection, installation and maintenance of appropriately durable materials.

The shed designs shall include a slab and footing system design. Reaction forces generated from the modelling and analysis of the structure shall be adequately resisted including an appropriate safety factor. This not only includes bearing forces, but also uplift and inward and outwards thrust forces from different loading combinations.

Design should include allowances for differing soil conditions and changes in soil conditions over time. This includes making allowances for differential settlement and the moisture cycle in reactive clay environments.

Designers should ensure good detailing practice when considering the following regarding slab and footing design:

- Eccentricities
- Crack mitigation
- Moisture and vapour barriers
- Reinforcing layout

All slab and footing designs need to be adequately justified through the use of good engineering practice and documentation.

It is anticipated the shed will be clad with steel sheeting designed and installed in accordance with AS 1562.1. Steel sheeting may be of any thickness provided it meets all the requirements of AS 1562.1. The performance of steel sheeting shall be supported by manufacturer's literature and test data.

Design capacities of cladding based on tests results should not be applied to cladding made with steel from other suppliers, in particular imported steel, unless it is demonstrated such steel has higher yield stress and better ductility (as tested).

Roofs may be designed as either type R1 or R2 as defined in AS/NZS 1170.1. Steel roof cladding must be capable of resisting the uniformly distributed and concentrated actions specified for each type of roof. Where type R2 roofs are designed for access using ladders or boards, conspicuous notices should be installed at access points to the roof warning against walking directly on the roof sheeting.

Roof and wall cladding should be designed to resist wind actions calculated using the guidelines in this Manual and AS/NZS 1170.2. Due consideration should be given to local pressure areas near edges, corners and apexes.

Fixing may be crest, valley or concealed fixed as recommended by the sheeting manufacturer for the relevant design actions and performance requirements of the cladding. In cyclonic regions, particular attention must be given by all levels in the supply channel to correct cladding fixing specifications. In cyclonic regions, the designer may need to consider the resistance of the roof and wall cladding, as part of the building envelope, to impact loading as described in AS/NZS 1170.2 Clause 5.3.2.

Evidence of successful impact testing, including any conditions or restrictions on product suitability, should be obtained from the manufacturer of the cladding. If satisfactory evidence of impact resistance cannot be obtained, appropriate assumptions will need to be made regarding dominant openings and permeability in establishing the critical design cases.

All fasteners used in fixing should be physically, chemically and galvanically compatible with the sheeting and its supporting members. All trimming, flashing and other installation details should be carried out to minimise water entry to the building and the possibility of debris shedding in severe weather events. Where the design uses diaphragm action as part of the bracing system, note the requirement to check bending and shear stress in the cladding.

AS 2047 Windows in buildings, referenced in the BCA, allows a concession for window performance in Class 10 buildings. These windows do not need to pass the air infiltration and water penetration requirements of the standard. This concession applies only to Class 10 buildings.

It is common practice for roller type doors to be fitted with “wind locks” to prevent the withdrawal of the curtain from the guide track at high wind pressures. In this situation, the catenary action of the door curtain applies substantial lateral and torsional loads to the door jamb sections which should be taken into account in the design.

Doors and windows provide essential access, light and ventilation to buildings but, when closed, they form part of the building envelope to resist wind action. Some commercially available doors and windows may not have sufficient strength or stiffness to resist ultimate limit state design wind actions. Unless the designer is satisfied that the doors and windows to be fitted to the building have adequate capacity to resist design wind actions, they should be assumed to be openings and the building structure designed accordingly.

Note also that in cyclonic areas, the designer may need to consider the resistance of doors and windows, as part of the building envelope, to impact loading as described in AS/NZS 1170.2 Clause 5.3.2. Permanent screens or grilles may be designed to provide the required resistance for windows.

6. Capital costs

- a. **Land** – An area of 2500m² will be leased from the Shire of Dandaragan at a peppercorn rental. JBCMS will be responsible for all costs incurred by the Shire associated with the leasing the land. These are estimated at:
 - i. Survey - \$2500
 - ii. Lease preparation and stamp duty - \$2500**Total \$4000**
- b. **Building** – Costs associated with the cost of construction are estimated at:
 - i. Site works (Clearing, levelling & access) - \$30,000
 - ii. Shed shell construction – \$210,000
 - iii. Plumbing & electrical. - \$20,000
 - iv. Amenities - \$20,000
 - v. Utilities - Solar power, Rain water storage and Septic system - \$60,000
 - vi. Site perimeter (fencing, gates and landscaping) - \$15,000**Total \$360,000**

7. Financials

The Jurien Bay Community Men's Shed currently has cash assets of \$50,000. Financial viability of the proposed new shed construction project will be dependent upon securing a substantial amount of funding by way of donations, grants and loans. To reduce capital costs there may be opportunities for members of the JBCMS to contribute both skilled and unskilled labor towards some elements of the project. Local tradesmen and/or contractors may also contribute in-kind works, with local businesses donating products and/or subsidizing costs.

Detail	Expenditure	Income
Expenditure		
Site survey; Lease preparation fees; Bldg license	5,000	
Site works	30,000	
Shed shell construction	210,000	
Plumbing & electrical	20,000	
Solar power	60,000	
Amenities	20,000	
Site perimeter; car park; landscaping	15,000	
Income		
JBCMS Cash contribution		54,000
JBCMS In-kind contribution		11,500
Lotterywest grant		225,000
Other in-kind works		69,500
Totals	360,000	360,000

8. Staging Alternatives

While the intention is for the project to be a complete “turn-key” construction, ready to occupy following completion, that would be dependent on all required funding being secured up front. Alternatively a staged approach may be required, particularly in regard to the internal partitioning structures and fit-out. It may also be possible to reduce the length of the proposed structure, making provision for future expansion. The following staging alternatives have been considered.

Stage 1 - Complete external structure (Shell) with ablutions and toilets. Inclusion of all utilities. No separation of multi-purpose meeting/social room from workshop areas. No separation between wood and metal workshops. No separation of mechanical workshop/paint bay. No mezzanine storage area; No partitioning of welding bay; No front verandah.

Stage 2 – Construction of multi-purpose meeting/social room complete with kitchenette and other social amenities. Construction of mezzanine storage area above.

Stage 3 – Separation (wall partitioning) of workshop areas including construction of metal workshop, welding bay and mechanical workshop/paint bay. Construction of front verandah.

Staging construction is not a satisfactory option due to inherent problems with cost increases associated with project variations, securing additional funding, maintaining project impetus and community support. Staging the project is viewed as a last resort.

An alternative to staging construction is to scale down the project to fit a reduced budget. This is considered a better option as it does not come with the inherent problems of staging, however would impact on the capacity of the JBCMS to house all of its tools and equipment; to carry out all of its current and planned activities; and to cater for an increasing membership.

9. Sustainability

Assessing the sustainability of the proposed new Jurien Bay Community Men’s Shed requires consideration of three essential factors – the “triple bottom line”:

- Economic
- Environmental
- Social

Economic sustainability involves more than just considering the initial up-front costs associated with construction. It considers the ongoing financial viability of managing and maintaining the building and all associated infrastructure. In addition it looks at the economic impact on the local community.

An assessment of environmental sustainability considers both the natural and built environments, and any impact the project will have in the short and longer terms.

Social sustainability considers both the social and cultural impacts of the project and its contribution to the social and cultural wellbeing of the members, the JBCMS and the broader Jurien Bay community.

- **Economic** – Once completed the new Men's Shed will have relatively minor ongoing operational costs for JBCMS. It is intended the shed will be "off-grid" in so far as both power and water goes. The lease itself comes from the Shire of Dandaragan with no ongoing leased rental fee. The site will not incur any water or sewerage rates as it forms part of a recreational reserve. There may be some minor building maintenance costs, however given the industrial nature of the building these are not anticipated to be of any consequence, particularly in the first 5 years of the building's life. The construction project itself will provide a boost to the local economy, providing employment for builders, tradesmen and contractors throughout the building phase.

JBCMS has demonstrated its capacity to generate income from its membership group as well as the many projects and events it has undertaken over the past 6 years. During this time it has purchased a large amount of machinery and equipment from its own cash reserves, assisted by grant funding. It has also accumulated a considerable amount of cash reserves.

Overall, the project is considered to be financially viable and economically sustainable in both the short and longer terms.

- **Environmental** – The land on which the proposed shed is to be constructed is a greenfield site located on a portion of recreation reserve used predominately by the Shire of Dandaragan for its Community Recreation Centre; Jurien Bay Oval; Netball Courts and Tennis Club. The proposed men's shed site lies within an area of land (10,000m²) identified by the Shire for an Interpretive Complex, involving the JBCMS and a number of other community groups.

The reserve lies within the boundaries of the Jurien Bay townsite and fronts the major road (Bashford Street) through town. Bashford Street is a section of Indian Ocean Drive, the main highway linking Perth, Jurien Bay and townsites further north. While the reserve fronts Bashford Street, the section of land allocated to the JBCMS is at the rear of the Interpretive Complex site and is accessed via the Jurien Bay Oval access road. There are no other buildings within a 200m radius.

The proposed site is partially vegetated with native scrub, not considered to be of any intrinsic environmental value. Approximately 25% of the site has been cleared in the past for fire break purposes. Retention of remnant vegetation around the perimeter of the site will provide visual screening and a windbreak.

The proposed shed will be constructed on materials and colours designed to be both esthetically pleasing and to blend into the natural landscape as much as is practically possible. Given its somewhat isolated location, the proposed shed will have no impact on the existing built environment.

The proposal to operate the shed “off-grid” using solar power, storage batteries and rain water storage tanks adds to its environmental sustainability credentials. From an environmental perspective, natural and built environments the proposed JBCMS project is assessed as being sustainable.

Social – Men’s sheds have become an important and arguably an essential element of Australia’s social and cultural landscape. The core function of men’s shed and in this particular case, the JBCMS, is to address the issues of men’s physical and mental health and wellbeing. It does this by engaging the elderly, differently-abled, youth, veterans, indigenous and other groups of men from Jurien Bay and surrounds and to specifically address any issues of loneliness, isolation and depression.

The core purpose of the proposed men’s shed construction project is to facilitate social interaction and engagement of men, in a safe supportive and interactive environment.

A further social function of men’s sheds is to share, disseminate and preserve the skills, interests and abilities of men that are of relevance and benefit to their local communities.

JBCMS has proven over the 6 years it has been in existence that it is a key organisation within the community. It has made substantial contribution to the town through various projects and initiatives and is the go to organisation when other groups need jobs done or volunteers to help with their own projects, initiatives and events.

JBCMS will make the new shed available to other community groups, including the Jurien Bay Sub-branch of the RSL. It has also been proposed to open the doors to a women’s craft group, with members appointed as Associate Members of the JBCMS.

From a social and/or cultural perspective the proposed JBCMS shed project is assessed as sustainable. Moreover it will make a significant and ongoing contribution to the social and cultural identity of the Jurien Bay community.

10. Risk Assessment

As with any significant project there are inherent risks that need to be identified, assessed and mitigated where necessary. The risks associated with this project are those with potential to impact on the achievement of the key objectives of the project. These risks and their consequences are identified below and evaluated using the risk assessment matrix of likelihood and consequence.

Risk Identification & Assessment

Key Risks	Consequences	Likelihood	Rating
Failure to procure the required land	Catastrophic	Rare	High
Failure to secure sufficient funding	Moderate	Moderate	High
Failure to gain community support	Minor	Unlikely	Moderate
Failure to receive a quote within budget	Minor	Unlikely	Low
Failure to manage project scheduling	Moderate	Rare	Moderate
Failure to manage project budget	Minor	Rare	Low

Risk Assessment Matrix

Likelihood	Consequences				
	Insignificant <i>Risk is easily mitigated by normal day to day process</i>	Minor <i>Delays up to 10% of Schedule Additional cost up to 10% of Budget</i>	Moderate <i>Delays up to 30% of Schedule Additional cost up to 30% of Budget</i>	Major <i>Delays up to 50% of Schedule Additional cost up to 50% of Budget</i>	Catastrophic <i>Project abandoned</i>
Certain >90% chance	High	High	Extreme	Extreme	Extreme
Likely 50% - 90% chance	Moderate	High	High	Extreme	Extreme
Moderate 10% - 50% chance	Low	Moderate	High	Extreme	Extreme
Unlikely 3% - 10% chance	Low	Low	Moderate	High	Extreme
Rare <3% chance	Low	Low	Moderate	High	High

Risk Mitigation Strategies

Key Risks	Risk Mitigation Strategies
Failure to procure the required land	The Shire of Dandaragan has been approached, is supportive and indicated land can and will be made available on a lease at a peppercorn rental. A formal decision is yet to be made.
Failure to secure sufficient funding	Project will be reviewed, scaled down and/or staged over a longer period to suit a reduced budget.
Failure to gain community support	Project will be scaled down or staged over a longer period to suit a reduced budget.
Failure to receive a quote within budget	Project will be scaled down to suit a reduced budget. Some elements may be need to be cut from the project or staged.
Failure to manage project scheduling	Project timelines are not considered critical. A time blow-out would be of little consequence. No risk mitigation action necessary
Failure to manage project budget	Fundraising activities will be run. Additional funding Eg. A small grant sought from Shire. Members requested to contribute shortfall.

11. Conclusion and Recommendation

An assessment of all relevant factors affecting the feasibility of the proposed JBCMS Men's Shed development Project has been conducted. This is a significant project with expenditure expected to be in excess of \$350,000. For any community based organisation this is a daunting prospect and one which brings a number of challenges and risks.

Securing a suitable piece of land, capable of meeting current needs and future expansion is the first hurdle to be overcome. Indications from the Shire of Dandaragan that land is available and can be provided by way of a lease with a peppercorn annual rental means this issue will be resolved relatively easily. As with most projects, funding is the number one challenge. There is a significant amount of funding required if the project is to proceed. It will necessitate generous support from grant funding agencies, as well as the Shire of Dandaragan. Both Lotterywest and the Department of Veteran's Affairs have historically supported Men's Sheds projects.

Support will also be required from the business community as well as the broader community of Jurien Bay. The JBCMS is a well-respected and well supported community group and there is no reason to expect that to change. Nonetheless it will be a challenge to garner the financial and in-kind support required to complete the project.

Conclusion

While there are obvious challenges for the JBCMS taking on this project, an assessment of all relevant factors has indicated the project is feasible. Moreover it has identified the value of such a project to the JBCMS, its members and to the broader community of Jurien Bay. Men's Sheds are fast becoming an integral part of Australian culture, playing important roles in men's health and wellbeing, as well as community service.

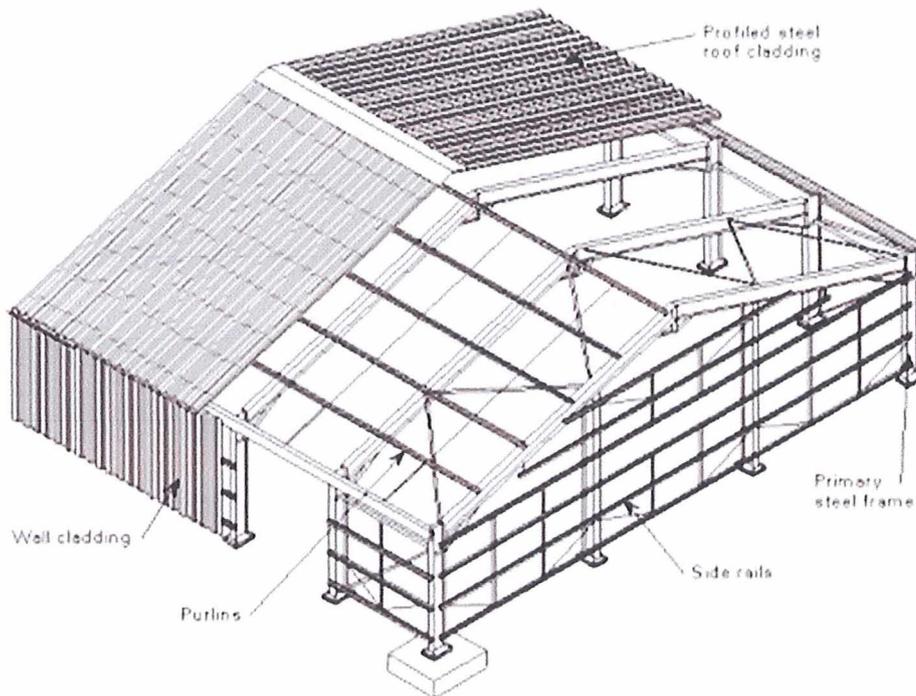
Recommendation

The proposed Men's Shed Construction Project proceeds.

Jurien Bay Community Men's Shed

Project Management Plan

Proposed Men's Shed Development Project



JURIEN BAY COMMUNITY MEN'S SHED – MEN'S SHED DEVELOPMENT PROJECT

Project Summary

Project Name	New Men's Shed Development Project
Purposes	<ul style="list-style-type: none"> ▪ To ensure the JBCMS has a premises from which to operate. ▪ To provide opportunities for men of all backgrounds to come together in a safe and welcoming environment. ▪ To improve the mental and physical health and wellbeing of men in Jurien Bay and surrounding communities. ▪ To ensure the ongoing viability and sustainability of the JBCMS. ▪ To facilitate the conduct of community social and cultural projects, events and other initiatives of the JBCMS.
Objectives	<ul style="list-style-type: none"> ▪ To procure a suitable block of land on which to construct a new men's shed. ▪ To develop a shed design that meets the current and future needs of JBCMS. ▪ To secure sufficient funding and community support for the proposed shed to be completed. ▪ To manage the construction project in an effective manner ensuring successful completion of the project. ▪ To complete the construction project within a reasonable timeframe and within budget.
Creation Date	June 2018
Timeline	July 2018 to October 2019
Budget	\$360,000 (estimated)
Organisation	Jurien Bay Community Men's Shed
Contact	Rob Shanhun – Secretary; Chairman JBCMS Building Committee Mob: 0475 516 288 E: rob.kdm@bigpond.com

<p>Background/Context:</p>	<p>JBCMS was established in 2012 and was granted access to a privately owned shed free of charge. Equipment, tools, storage containers, trailers, materials and other items were procured over time. JBCMS urgently needs to relocate as it has been requested to vacate its current premises by the owner. The deadline for relocation is January 2019. Over the past couple of years JBCMS has been on the lookout for another home, with a number of options being investigated. An analysis of these options has identified a purpose built shed, inclusive of meeting/kitchen, ablution, toilet and storage space is the only viable and sustainable building option.</p>
<p>Target Outcomes</p>	<p>Required funding is secured</p> <p>A suitable piece of land will be identified</p> <p>Tenders for the construction of the proposed building will be called</p> <p>A contract for the construction project will be awarded</p> <p>A purpose built men's shed will be constructed.</p> <p>Ancillary infrastructure, including fencing, driveway and parking area will be constructed</p> <p>Existing equipment, tools and materials will be relocated and installed</p> <p>The proposed project to provide a new men's shed for the JBCMS will be completed</p> <p>Sponsorship acknowledgements, grant acquittals and associated commitments will be completed</p>
<p>How will the success of the project be measured:</p>	<p>All funding requirements have been achieved</p> <p>A lease for the preferred site has been signed</p> <p>A number of tenders for the construction of the proposed building have been received</p> <p>The contract for the construction project has been signed</p> <p>Construction of the proposed new men's shed has commenced</p> <p>Construction of the proposed new men's shed has been completed</p> <p>Construction of fencing, driveway and parking area has commenced</p> <p>Construction of fencing, driveway and parking area has been completed</p> <p>Existing equipment, tools and materials have been relocated and installed</p> <p>Project completion is signed off</p>

<p>Output(s):</p>	<p>Sponsorship, grant and other funding applications drafted and submitted</p> <p>Request for lease of land submitted to Shire</p> <p>Advertisements/targeted invitations to tender for the shed construction project</p> <p>Advertisements/targeted invitations to tender for the fencing construction project</p> <p>Advertisements/targeted invitations to tender for the driveway and parking area construction project</p> <p>Equipment, tools, materials and other items relocated to new site.</p> <p>Sponsorship acknowledgements, grant acquittals and associated commitments</p>
<p>Governance:</p>	<p>Project Manager – JBCMS Building Committee Chairman</p> <p>Project management support – Building Committee</p> <p>Additional support – JBCMS members with relevant trade qualifications and experience</p> <div data-bbox="692 1093 1337 1350" data-label="Diagram"> <pre> graph TD PM["Project Manager (Building Cttee Chairman)"] --- Bldg["Bldg Cttee members"] PM --- Tradesmen["JBCMS Tradesmen"] </pre> </div>
<p>Reporting Requirements:</p>	<p>The Project Manager (PM) will liaise regularly with the contractor/s with regard to the construction elements of the project.</p> <p>The PM will liaise regularly with the Building Committee and JBCMS Tradesmen with regard to progress of the project</p> <p>The PM will report fortnightly to the JBCMS Executive Committee and members fortnightly</p>

<p>Resources:</p>	<p>Project management and oversight functions will be carried out by JBCMS personnel at no cost to the project.</p> <p>All administrative functions will be carried out by JBCMS personnel at no cost to the project.</p> <p>All financial management functions will be carried out by JBCMS personnel at no cost to the project.</p> <p>All construction elements of the project will be carried out by suitably qualified and experienced contractors and associated tradespeople. Where suitable assistance will be provided by JBCMS personnel.</p> <p>The relocation of equipment, tools, materials, storage containers and other items will be carried out by JBCMS personnel at no cost to the project.</p>
<p>Stakeholders & Communication Strategy:</p>	<p>Stakeholders:</p> <ul style="list-style-type: none"> ▪ Shire of Dandaragan – Staff ▪ Shire of Dandaragan - Council ▪ Lotterywest ▪ Department of Veteran’s Affairs ▪ Local business community ▪ Shed builders ▪ Allied tradespeople (Plumbers; Electrician; Brickies; Plasterers; Painters; Cabinet makers) ▪ Civil Engineering & Earthworks contractors ▪ JBCMS members <p>Communications:</p> <p>Communication with all stakeholders will involve a mix of direct face-to-face verbal contact, telephone and written communications. Specific details of verbal communications will be confirmed in writing to ensure an effective record is maintained and there is joint understanding of the detail.</p>

<p>Assumptions and Constraints:</p>	<p>Assumptions:</p> <ul style="list-style-type: none"> ▪ JBCMS will be successful in achieving the required funding. ▪ Informal commitments from the Shire that land is available and that a lease will be provided are honoured. ▪ Tenders for construction will fall within the budget estimates ▪ Commitments made by tradesmen in regard to discounted charges for work on the project will be honoured <p>Constraints:</p> <p>JBCMS has limited funds from which to generate supporting grants.</p> <p>There are very few opportunities to secure external funding - grants and/or donations</p>
<p>Major Risks & Minimisation Strategies:</p>	<p>Major Risk</p> <p>Sufficient funding will not be achieved to complete the project as planned.</p> <p>Risk Minimisation:</p> <p>The proposed construction will have to be scaled back to match the funding achieved and/or staged over time to achieve the desired outcome.</p> <p>Major Risk</p> <p>Project completion outside the deadline for vacating the current premises</p> <p>Risk Minimisation</p> <p>Liaison with landlord seeking extension to deadline.</p>
<p>Risk Management:</p>	<p>All risks identified throughout the project will be recorded in a Risk Management Register. These will be assessed by the Project Manager and Project Support Group (building Committee and JBCMS Tradesmen) to determine the likelihood of the risk eventuating and the outcome (impact) if it did eventuate. Depending on the assessment result, strategies will be developed to delete or mitigate the risk.</p> <p>The Risk Management Register will be under the care and control of the Project Manager. It will be made available to the Project Management Support Group and the JBCMS Executive Committee</p>

<p>Issues Management:</p>	<p>All issues identified throughout the project will be recorded in an Issues Management Register. These will be assessed by the Project Manager and Project Support Group (building Committee and JBCMS Tradesmen) to determine what, if any action is required to address the issue, and who the relevant stakeholders are.</p> <p>The Issues Management Register will be under the care and control of the Project Manager. It will be made available to the Project Management Support Group and the JBCMS Executive Committee.</p> <p>As required, issues will be reported to relevant stakeholders.</p>
<p>Guidelines/Standards:</p>	<p>The project will be conducted within any guidelines imposed by funding organisation.</p> <p>All construction will be carried out in accordance with the Building Code of Australia and all other relevant statutes.</p> <p><i>All contractors will be required to meet all relevant standards, including but not limited to Safety Standards</i></p>
<p>Quality Control:</p>	<p>Quality standard, in regard to the construction elements of the project, will be detailed in the tender documents.</p> <p>The Project Manager will liaise with the relevant Contractor on a regular basis (every 2 to 3 days) and will carry out regular inspections of the work completed.</p> <p>Quality control issues identified will be recorded within the Issues Management Register and a "Notice to Remedy" issued to the Contractor.</p> <p>Once completed the construction will be inspected to ensure compliance with all relevant standards and quality of work requirements. Final sign-off will not take place until the Project Manager is satisfied that all requirements have been met.</p>

Project Activities & Key Milestones

Id	Description	Who	Scheduled Start	Scheduled Finish	Predecessor
Pi	Project commencement	JBCMS	June 18		
L1	Application to Shire for land	JBCMS	July 18	August 18	
L2	Lease on land granted & signed	Shire	Oct 18	Oct 18	L1
F1	Lotterywest grant appn.	JBCMS	Dec 18	Feb 19	L2
F2	Shire grant and/or self-supporting loan appn.	JBCMS	Jan 19	Feb 19	L2
F3	Sufficient funding achieved	JBCMS		May 19	F1 – F2
T1	Tenders called for construction elements	JBCMS	May 19	Jun 19	L2; F3
T2	Tenders received	Builders		Jun 19	T1
T3	Preferred Tenderer/s selected	JBCMS		Jun 19	T2
C1	Construction contract/s awarded	JBCMS		Jun 19	T3
C2	Site cleared, levelled & filled	Contractor	Jun 19	Jun 19	L2; C1
C3	Building construction commences	Builder	Jul 19		C2
C4	Building pad and footings	Builder	Jul19	Jul 19	C2
P1	Plumbing and electrical prelay	Plumber	Jul 19	Jul 19	C3; C4
E1	Electrical pre-wire	Electrician	Jul 19	Jul 19	C3; C4
C5	Shed (workshop) constructed	Builder	Jul 19	Aug 19	C5
C6	Concrete Floor slab laid	Builder	Aug 19	Aug 19	C4
C7	Front verandah constructed	Builder	Aug 19	Aug 19	C6
C8	Internal structures, mezzanine, ablutions, toilets constructed	Builder	Aug 19	Sept 19	C6
P2	Plumbing fitout	Plumber	Sept 19	Sept 19	C5 - C8
E2	Electrical fitout	Electrician	Sept 19	Sept 19	C5 - C8
C9	Shed construction completed	Builder		Sept 19	C1 - C8; P2; E2
C10	Shed fitout completed	Builder		Sept 19	C9
C11	Shed construction signed off	JBCMS		Sept 19	C10
C12	Driveway and carpark construction	Contractor	Sept 19	Oct 19	C9 - C11
R1	Relocation of equipment, tools and materials completed	JBCMS	Oct 19	Oct 19	C11
R2	Relocation of storage containers completed	JBCMS	Oct 19	Oct 19	C12
R3	Old shed and site cleaned up and handed back	JBCMS	Oct 19	Oct 19	R1; R2
P2	Project Completion			Oct 19	All

Project Task Overview

Item	Details	Tasks	Responsibility
Location	Land identified	Block plan 2500m ²	JBCMS & Shire
		Block survey	JBCMS or Shire?
	Acquisition	Lease application	JBCMS
		Lease granted/executed	Shire & JBCMS
Services	Electrical	Mains connection	Shire
		Solar/batteries??	Shed (Peter S)
		Bore & rain water tank	JBCMS
	Water	Mains Water (Fire??)	Shire
		Headworks provision	Water Corp
		Connection	JBCMS Plumber
	Sewerage	Sewer	N/A
		Septic System	JBCMS Plumber
		Connection	Plumber
Access	Access road alignment	Site survey	Site is on the recreation reserve serviced by an unsealed road
		Road plan	
	Land allocation	Shire approval	JBCMS - Shire
	Driveway Construction	Scope of works	JBCMS
		Contract awarded	JBCMS
Construction	Contractor		
Building/s	Planning	Feasibility study	Consultant
		Project Management plan	Consultant
		Building/s Design	JBCMS
		Architectural plans	Builder/Draftsman
		Site layout plan	JBCMS
		Engineering spec's	Builder/Engineer
		Quantity survey & costings	Builder/QS (if required)
		Fund raising activities	JBCMS
	Funding	Grant application/s	JBCMS
		Self-supporting loan	JBCMS & Shire
		Donations	Business & community
	Shed Procurement	Quotes/tenders	JBCMS
		Purchase	JBCMS
		Current building assets	JBCMS
		Building license application	Builder
	Approvals	Water Corp application	JBCMS
		Site clearing	Contractor
	Construction	Pad preparation	Builder/Contractor
		Pre lay Plumbing	Plumber (JBCMS assist)
		Pre lay Electrical	Electrician (JBCMS assist)
		Building construction	Builder
		Plumbing install	Plumber
		Electrical install	Electrician
		Cabinetry install	JBCMS
		Building fit-out	Builder & JBCMS
		Preliminary external earth works	Contractor
	Land	External site works	Driveway constructed
Parking & pavement areas constructed			Contractor
Landscaping			JBCMS
Fencing & gates installed			JBCMS
Security		Installation	JBCMS

Veteran and Community Grants Opportunity Guidelines

Opening date:	20 February 2018
Closing date and time:	2:00 pm AEDT 28 February 2019
Commonwealth policy entity:	Department of Veterans' Affairs
Co-Sponsoring Entities	N/A
Enquiries:	If you have any questions, please contact: Phone: 1800 020 283 Email: support@communitygrants.gov.au
Date guidelines released:	20 February 2018
Type of grant opportunity:	Open non-competitive
Version	2 March 2018

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Introduction

1. Veteran and Community Grants Opportunity Processes

The Program is designed to achieve Australian Government objectives

This grant opportunity is part of the above Grant Program, which contributes to the Department of Veterans' Affairs (DVA) Outcome 2.4 Veterans' Community Care and Support. DVA works with stakeholders to plan and design the grant program according to the *Commonwealth Grants Rules and Guidelines*.



The grant opportunity opens

The Community Grants Hub (the Hub) publish the grant guidelines and advertise on the GrantConnect and Community Grants Hub websites.



You complete and submit a grant application

You must read these grant guidelines before you submit your application. These guidelines can be found on [GrantConnect](#) and [the Community Grants Hub](#), the Australian Government's whole-of-government grants information system. Note: Any addenda for this grant opportunity will be published on GrantConnect and the Community Grants Hub, and by registering on this website, you will be automatically notified of any changes.



The Hub assess all grant applications

The Hub assess the applications against eligibility criteria and notify you if you are not eligible. We then assess your application, considering a number of criteria including an overall consideration of value for money.



DVA will make grant recommendations

An expert panel, consisting of DVA representatives will provide advice to the decision maker on the merits of each application.



Grant Decisions are made

The Minister for Veterans' Affairs decides which grant applications are successful.



The Hub will notify you of the outcome

The Hub will advise you of the outcome of your application. We may not notify unsuccessful applicants until grant agreements have been executed with successful applicants.



We enter into a grant agreement or a letter of agreement

The Hub on behalf of DVA will enter into a grant agreement or letter of agreement with successful applicants. The type of grant agreement is based on the nature of the grant and proportional to the risks involved.



Delivery of grant

You undertake the grant activity as set out in your grant agreement. We manage the grant by working with you, monitoring your progress and making payments.



Evaluation of the Veteran and Community Grants Program

DVA will evaluate the specific grant activity and the Veteran and Community Grants Program as a whole. We base this on information you provide to us and that we collect from various sources.

1.1 Role of the Community Grants Hub

This grant opportunity will be administered by the Community Grants Hub on behalf of DVA under a Whole-of-Australian Government initiative to streamline grant processes across agencies.

1.2 About the grant program

The Veteran and Community Grants (V&CG) program offers opportunities for both the veteran and broader community to participate in, and benefit from, projects that support healthy lifestyles, enhance quality of life and assist veterans and war widows/widowers to remain in their own homes as long as possible.

V&CG is a long-term rolling grant program that accepts applications continuously throughout the year. V&CG funding is for one off projects, and forms part of Outcome 2.4 Veterans' Community Care and Support.

The objective of the Program is to maintain and improve the independence and quality of life for members of the veteran community by providing funding for projects that support activities and services to sustain or enhance health and wellbeing.

The expected outcomes of the Program are to:

- Deliver projects that are sustainable, financially viable and have an ongoing benefit for members of the veteran community;
- Deliver projects that increase opportunities for members of the veteran community, associated with social activity and community participation and/or improve health behaviours and support healthy places.

The Program will be undertaken according to the [Commonwealth Grants Rules and Guidelines \(CGRGs\)](#).

1.3 About the Grant Opportunity

These guidelines contain information for the V&CG grant round.

This document sets out:

- the purpose of the grant opportunity;
- the eligibility criteria and assessment criteria;
- how grant applications are checked and assessed; and
- responsibilities and expectations in relation to the opportunity.

You must read this document before filling out an application form.

1.4 Veteran and Community Grants outcomes

The Veteran and Community Grants program is intended to:

- promote and enhance healthy lifestyles, particularly physical activity and mental wellbeing;
- support quality independent living at home;
- encourage involvement in community activities;
- reduce social isolation;
- encourage supportive and safe communities;
- increase access to community services;
- address gaps in local services;
- support carers;
- increase nutrition;
- increase social connectedness; and

- increase mental wellness.

2. Grant amount

There is \$2,165,000.00 available for the 2018-19 financial year. Projects are generally funded up to a limit of \$50,000 per grant.

3. Grant eligibility criteria

We cannot consider your application if it does not meet all the eligibility criteria.

3.1 Who is eligible to apply for a grant?

V&CG is open to ex-service organisations, veteran representative groups and other organisations. An applicant must be one of the following entity types as stated in the dropdown list in the *Application form*:

- Company.
- Cooperative.
- Indigenous Corporation.
- Incorporated Association.
- Statutory Entity.
- Trustee on behalf of a Trust.
- Unincorporated Association.

3.2 Who is not eligible to apply for a grant?

You are not eligible to apply if you are:

- an individual;
- an organisation that has any outstanding acquittals for any previous DVA funding;
- an organisation receiving Australian Government funding either directly or indirectly' via a third party for the same purpose as the project proposed under this granting opportunity, may not be eligible.¹
- an organisation contracted to DVA for the provision of Veterans' Home Care or other services that are requesting funding for any activity related to that contract;
- an organisation located outside of Australia;
- a State or Territory Government;
- a local government organisation; and

¹ You may be contacted to provide further information on any items funded either directly or indirectly' via a third party for the same purpose as the project proposed under this granting opportunity.

- an overseas resident.

Please Note: The above list is not definitive. If your entity type is not listed in 3.1 above, you are not eligible to apply and your application will not be assessed.

4. Eligible grant activities

4.1 What can the grant money be used for?

Grant funding will be considered for the following items, providing the project proposed meets the programs intent under section 1.4:

Equipment and Furnishings

Funding may be considered for equipment and furnishings that are integral to a project. All items must be justified and be relevant to the project.

Building Works

Building works may be considered if integral to the project and meets the objectives defined in sections 1.2 and 1.4 and value for money. Organisations offered V&CG grant funding for building works must:

- have council approval where relevant; and
- specify who owns the premises (land and building).

Examples of building works that may be funded include:

- upgrade of toilet facilities including disabled access;
- provision of disabled access to a building (e.g. ramps and access doors);
- upgrade of kitchen facilities;
- repair of roofs;
- repair of floors; and
- provision of external shade areas (e.g. pergolas or verandas).

Vehicles

Funding for vehicles will be considered for passenger vehicles used for community transport projects (e.g. small buses) and must be made available to other ex-service organisations within the applicant's region.

Funding will only be considered for:

- up to 75% of the purchase price of a passenger vehicle; and
- up to 75% of the value of a vehicle previously purchased under the program which requires replacing, minus the one which was previously funded by V&CG (for this purpose, the purchase price is the full price of the vehicle less the trade-in value);
- dealer or after-market modifications or fitted accessories (such as wheelchair ramps).

- replacement of a vehicle previously funded by V&CG will be considered only after five years or more time has elapsed.

Bus Trips

Funding will only be considered for a series of bus trips conducted over a 12 month period every two years. One off bus trips are not fundable.

Volunteer Expenses

May only include expenses relating to training to ensure volunteers are appropriately qualified/accredited (e.g. Workplace Health and Safety training and First Aid training).

Meals

Funding for meals must be intrinsic to cooking or nutrition projects or as part of travel allowance for a project officer.

Project Officer Expenses

Funding for a project officer will be considered for a 12 month period to establish a project and administer its associated program of health and well-being activities. Funding may include salary and travel allowance costs (e.g. mileage, meals and accommodation). Mileage is to be calculated using the current DVA rate of treatment travel. This information is available on [DVA's website](#).

Replacement Items

Consideration will be given to replacing items previously funded through V&CG after a period five years or more time has elapsed. Replacements will not be considered purely to maximise trade-in values.

Evaluation Costs

May be included for a professional evaluation at the completion of a project, which has been funded for more than \$30,000. Such costs must not exceed 10 per cent of the grant amount sought through V&CG, to a maximum of \$5,000. A detailed quote must be provided with the application.

Administration Costs

Some administrative costs may be considered if directly and exclusively associated with the establishment of the project.

We may update the guidelines on eligible expenditure from time to time. If your application is successful, the version in place when your grant agreement takes effect will be the version that applies to your project.

4.2 What the grant money cannot be used for?

Funding will not be considered for:

Social Health Strategy

Funding for projects that support activities that are not consistent with DVA's Social Health Strategy will not be considered (e.g. the upgrade and/or refurbishment of bar and gaming facilities, establishment of outdoor smoking facilities etc).

Further information on DVA's Health Promotion initiatives can be found on the [DVA website](#).

Real Estate and Building Works

- The purchase or lease of land.
- ★ • The purchase, lease or construction/extension of buildings.
- The purchase of raw materials for the purpose of constructing and/or extending buildings.
- Assistance with any building works for individual dwellings.
- Works that are cosmetic in nature, and/or landscaping.
- Items that would be covered under insurance (including emergency make safe work and the undertaking of minor and major repair works) and any preventative on-going building maintenance.

Duplication of Services

- Projects that duplicate existing services, which are readily accessible and adequate for the target group.
- Transport costs that duplicate existing services provided by Commonwealth or State Government (e.g. transport to medical appointments for eligible veterans or duplication of Health and Community Care (HACC) or Commonwealth Home Support Program (CHSP) funded services).
- Employment and training Programs, which are the core responsibility of Commonwealth and State Government.
- Any project that duplicates an organisation's core business.

Existing Projects

- Projects that have already commenced. However, funding will be considered for a significant new direction or enhancement of an existing project.

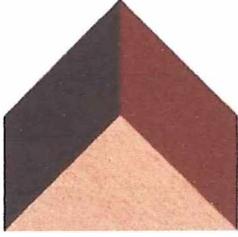
Expenses

- Accommodation costs (other than those referred to under Project Officer Expenses).
- Transportation costs such as fuel expenses solely for entertainment purposes.
- Meals and/or refreshments costs (other than those referred to under Meals and Project Officer Expenses).
- Costs associated with the attendance at meetings (including transport and accommodation).

Administration and Organisational Costs

An organisation's ongoing business, administration or day-to-day running costs, including:

- capital equipment (e.g. computers used solely for administrative purposes, office furniture, machinery, tools etc);
- rainwater tanks and solar systems (where the sole purpose is to reduce the cost of utilities);
- fundraising activities;
- consumables;
- maintenance and repairs;



Australian Men's Shed Association
SHOULDER TO SHOULDER

**AUSTRALIAN GOVERNMENT NATIONAL SHED
DEVELOPMENT PROGRAMME**

ROUND 18

PROGRAMME GUIDELINES

OPENS Monday 1st October 2018

CLOSES Friday 2nd November 2018

For all Round 18 enquiries

Email: amsa@mensshed.net

Phone: 1300 550 009

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- 2. What is a Men's Shed?**
- 3. NSDP 2018 Review**
- 4. Detailed description of the new categories and what items/ services are eligible within each Category?**
- 5. Examples of combination funding requests**
- 6. What cannot be funded-items/services that are ineligible?**
- 7. What are the Priority Groups?**
- 8. What Men's Shed Projects will be given priority in Round 18?**
- 9. How to Apply:**
 - a. Eligibility**
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1. About the NSDP

The Australian Men's Sheds Association (AMSA) has administered *the Australian Government National Shed Development Programme (the NSDP)* on behalf of the Australian Government since 2010. To date, over 17 Rounds, a total of \$4,781,285.30 (GST excl) has been provided to assist new and existing Sheds.

Under the NSDP, the Australian Government will allocate \$800,000 (GST excl) in the 2018/2019 financial year - a funding pool of \$400,000 (GST excl) per round across two funding rounds.

The aim of the NSDP Programme through the provision of direct financial assistance is to:

- Support health improvements through a focus on the social determinants of health through national activities in relation to key population groups such as men
- Assist to address the health and wellbeing of the Shed members
- Deliver appropriate activities and programmes
- Improve facilities and the sustainability of Men's Sheds across Australia

The NSDP is open to all Men's Sheds in Australia, both members and non members of the AMSA.

The funding available includes provisions for applicants to apply for a wide range of items and services with comprehensive details in *Part 4 'Detailed description of the new categories' page 4*.

The NSDP is a competitive Men's Shed grants programme that allows Men's Sheds and organisations supporting a Men's Shed within their community to apply for funds to better respond to local needs.

To reflect Government policy, priority is given to those Sheds in areas of greatest need and those that engage and meet the needs of members from the designated Priority Groups.

2. What is a Men's Shed?

A Men's Shed is any community-based, non-commercial organisation which is open to all males where:

- The primary activity is the provision of a safe, friendly and inclusive environment where males are able to gather together and/or work on meaningful projects at their own pace, in their own time and in the company of other males; and
- The primary objective is to advance the health and well-being of their male members.

Men's Sheds are a vital community investment delivering programmes and activities that foster community spirit, connect communities and contribute to building a more inclusive Australia. Most 'shedders' see themselves as having a strong sense of belonging and ownership of their Shed, share fellowship, camaraderie and devote most of their time to worthwhile community projects.

Men's Sheds not only play important roles in the overall improvement of health and wellbeing but also positively engaging within their community for the benefit of their community.

A 'Men's Shed' can be a purpose built facility, a multipurpose community or private building or shared space used on a regular basis for the purposes of a Men's Shed. Innovative Men's Shed models such as Mobile Sheds will also be considered where it can be established that these models are the best way to reach a specific Priority Group.

3. NSDP 2018 Review

The NSDP was reviewed by the Department of Health and the AMSA in March 2018 and major changes have been implemented effective Round Seventeen (April 2018).



Please ensure that you read the NSDP Guidelines thoroughly so that you have a good understanding of these changes

Changes have been implemented for:

- a. The Categories
- b. What can be requested within each category
- c. Maximum level of funding available
- d. Lodgement of Applications

If you require further clarification or information please:



amsa@mensshed.net



1300 550 009

4. Detailed description of the new categories

Individual Men’s Sheds in Australia can apply for a range of financial support across the following three funding categories:

- | | | |
|------------------|---------------------------------|-------------|
| - Category One | Health and Wellbeing and Events | Max \$8,000 |
| - Category Two | Shed Improvements | Max \$8,000 |
| - Category Three | Equipment | Max \$5,000 |

Some items/materials may appear to fit within more than one category. If you are unsure, please contact amsa@mensshed.net for clarification.

Category One-Health and Wellbeing and Events	
<p>Category One Health and Wellbeing and Events Max \$8000</p>	<p>Events Funding can be requested for an applicant to plan and deliver <i>a Major Regional Event</i> that should have a strong health focus but may also include Shed operational topics. The funding will provide assistance with costs associated with an event that require Compulsory Elements including:</p> <ul style="list-style-type: none"> - Reference to the AMSA Events model/template and Manual (<i>The Men's Shed Gathering Manual April 2018</i>) or similar - Delivery of a 'Spanner in the Works?' men's health check programme at the event - A programme of Health related guest speakers, health information sessions/stands, community services participation - Letters of Support for the event from two (2) regional Sheds confirming their intent to attend <p>The funding request can also include:</p> <ul style="list-style-type: none"> - Transport subsidies for members to attend the event - Accommodation subsidies (Note: these are only available for events of 2 or more days duration, for Shed members who are required to travel considerable distances, and is limited to \$500 per grant applicant). - Catering - Venue Hire - Hire of equipment such as a PA system <p>Please Note- Auspicing bodies cannot request funds for an administration cost for these events. <i>For advice and support about planning a potential event, please contact AMSA on amsa@mensshed.net</i></p>
	<p>Health & Wellbeing Equipment may include:</p> <ul style="list-style-type: none"> - Defibrillator - First Aid Kit - Eye Wash Systems - Chemical storage cabinet

- Shed Health & Safety equipment e.g. fire extinguishers, Test and Tag equipment, fire blanket
- Personal Protection Equipment (PPE)- safety glasses, goggles, ear muffs, face shields, respirators, gloves
- Safety Signage e.g.



Health & Wellbeing Training for members such as:

- First Aid including Refresher Courses, CPR
- Mental Health First Aid training and Mental Health related training programmes such as Stress, Anxiety and Resilience
- Nutrition
- Disabilities training programmes
- Food Handling and Safety
- Suicide ASIST training
- Men's Shed Health & Safety courses such as Handling Chemicals, Test & Tag, Manual Handling
- Workshop OHS and machinery safety

Health & Wellbeing Resources such as:

- Books, Handbooks and Manuals
- DVD's

Category Two- Shed Improvements

Please Note- the building of a new Shed or premises is not supported under this programme

**Category Two
Shed
Improvements
Max \$8,000**

Shed Improvements

Funding to be used for improvements, modifications or refurbishment of a Men's Shed facility such as:

- Electrical upgrade or additional lighting and/or power points
- Replace/repair roof, damaged external and internal walls
- Creation of a clean, dust free area
- Plumbing upgrade including repair /replacement of toilet facilities
- Upgrade or replace unhygienic kitchen-cabinets
- Enclose outdoor space for additional work or storage area
- Container to address storage or lack of work space
- Labour and materials to address health and safety such as concrete access, air conditioning, security e.g. window grills, locks

Category Three: Equipment

The Priority focus in Category Three is providing financial support to

- **new sheds (less than 2 years old) and**
- **those Men's Sheds that can who can clearly demonstrate a high need**

**Category
Three:
Equipment
Max \$5,000**

Tools & Equipment for new Sheds or existing Sheds in a high needs environment.

- **Tools** for Shed activities such as woodwork, metalwork, crafts, gardening e.g. air compressor, power tools, raised garden beds, thicknesser, welders, leatherwork tools, wood lathe
- **Specific equipment** to develop/improve areas within the Shed such as:
 - Workshop e.g. dust extraction or air filtration system
 - Kitchen e.g. microwave, pantry,
 - Office e.g. computer, filing cabinet

Applicants can apply for requests in each Category **HOWEVER** the maximum funding offered to an individual successful applicant will be capped at \$10,000

5. Combination Funding Requests Examples

Type of Funding		Amount Requested
Category One - Health and Wellbeing and Events Max \$8000		\$ 4,000.00
Category Two - Shed Improvements up to \$8,000		n/a
Category Three - Equipment up to \$5,000		n/a
Total funding requested		\$4,000.00
Budgets		
Item/Service Detailed Description		Cost \$
Health and Wellbeing and Events		
1.	- Catering \$2300 - Promotional material and resources \$1200 - Travel subsidies for visiting Shed delegates \$500	4,000.00
TOTAL		\$4,000.00
Total funding requested		\$4,000.00
Type of Funding		Amount Requested
Category One - Health and Wellbeing and Events Max \$8000		n/a
Category Two - Shed Improvements up to \$8,000		\$5,150.00
Category Three - Equipment up to \$5,000		\$1,279.00
Total funding requested		\$6,429.00
Item/Service Detailed Description		Cost \$
Shed Improvements		
1.	Power upgrade to Shed to address health and safety-new switchboard, lights and extra power points, safety switches	5150.00
TOTAL		\$5,150.00
Equipment		
1.	255mm table saw	1000.00
2.	Microwave	279.00
TOTAL		\$1,279.00
Total funding requested		\$6,429.00

Type of Funding		Amount Requested
Category One - Health and Wellbeing and Events Max \$8000		4,277.00
Category Two – Shed Improvements up to \$8,000		5,320.00
Category Three – Equipment up to \$5,000		n/a
Total funding requested		\$9,597.00
Item/Service Detailed Description		Cost \$
Health and Wellbeing and Events		
1.	Shed Health & Safety equipment e.g. PPE, safety glasses, goggles, ear muffs, fire extinguishers, Test and Tag equipment	2,177.00
2.	- Catering \$1450	2,100.00

- Promotion \$350 - Venue Hire \$300	
TOTAL	\$4,277.00
Shed Improvements	
1. Materials to construct and line new internal walls to create separate work spaces and install 15 double power points	5,320.00
TOTAL	\$5,320.00
Total funding requested	\$9,597.00

6. What cannot be funded by the NSDP?

- The building of a new shed/facility is not supported under this Programme
- Funds to support a designated co-ordinator
- Sponsoring bodies requests to reimburse Organisational expenses - the grant funds are for those expenses inc
- Sponsoring bodies requests to fund their organisational staff expenses
- Sponsoring bodies requests to apply an administration fee
- Individual projects requiring ongoing funding from AMSA. **Note:** this funding is provided for a specific activity/purpose on a one-off basis
- The purchase of land. In general the land on which the facility development is proposed will be municipal property, Crown reserve, land owned by a public authority or held for public purposes (e.g. trustees)
- Repair of facilities damaged by vandalism, fire or other natural disasters where the act is covered by insurance
- Applicants who have already received substantial funding from Government.

7. What are the 12 Priority Groups?

The 12 Priority Groups for whom Sheds provide activities:

- Males not in work
- Aboriginal and Torres Strait Islander males
- Socially disadvantaged
- Isolated males
- Males with a disability
- Males with a mental illness (e.g. Depression)
- Migrant males
- Males living in rural and remote areas
- Defence veterans
- Males suffering alcohol abuse
- Males suffering drug abuse
- Males who need support due to relationship issues

8. What Men's Shed Projects will be given priority in Round 18?

The priorities for Round Seventeen include:

- Requests that address health and wellbeing and events
- Applicants who engage with and have membership from the 12 priority groups
- Applicants who have not received previous NSDP funding and can demonstrate need and engagement with the Priority Groups.

Applicants who have previously received funding are still eligible to apply and will be required to list all prior funding received - this will form part of the considerations by the Evaluation Panel.

Indicative Loan Repayment Schedule

Shire of Dandaragan

Facility:	Fixed Rate
Account:	General
Client Reference:	
WATC Reference:	449230Q

This Indicative Rate Quote for Advance is based on rates applying at 5 February 2019.

Terms of Advance

Amount of Advance:	\$25,000.00
Date of Advance:	6 February 2019
Maturity Date:	6 February 2026
Interest Rate ¹ :	2.4700% p.a. (Semi Annual Compounding)
Schedule Basis:	14 Semi Annual repayments

Repayment Schedule

Payment Date	Balance of Advance Outstanding	Capital Repayment	Interest Payment	Total Fixed Payment
6 Aug 2019	23,353.24	1,646.76	308.75	1,955.51
6 Feb 2020	21,686.14	1,667.10	288.41	1,955.51
6 Aug 2020	19,998.45	1,687.69	267.82	1,955.51
8 Feb 2021	18,289.92	1,708.53	246.98	1,955.51
6 Aug 2021	16,560.29	1,729.63	225.88	1,955.51
7 Feb 2022	14,809.30	1,750.99	204.52	1,955.51
8 Aug 2022	13,036.68	1,772.62	182.89	1,955.51
6 Feb 2023	11,242.17	1,794.51	161.00	1,955.51
8 Aug 2023	9,425.50	1,816.67	138.84	1,955.51
6 Feb 2024	7,586.39	1,839.11	116.40	1,955.51
6 Aug 2024	5,724.57	1,861.82	93.69	1,955.51
6 Feb 2025	3,839.76	1,884.81	70.70	1,955.51
6 Aug 2025	1,931.67	1,908.09	47.42	1,955.51
6 Feb 2026	0.00	1,931.67	23.86	1,955.53
	Totals:	25,000.00	2,377.16	27,377.16

Note

(1)

The Interest Rate does not include Government Guarantee Fee, which is invoiced separately by WATC on behalf of the Treasurer of the State of Western Australia and is subject to change in accordance with government policy

FORM LC1

WESTERN AUSTRALIA
LAND ADMINISTRATION ACT 1997
TRANSFER OF LAND ACT 1893 as amended

LEASE OF CROWN LAND (L)

DESCRIPTION OF LAND (NOTE 1)

That part of Reserve 31884, Lot 503 on Deposited Plan 64265 as shown delineated and identified on the plan annexed to the Lease as Annexure 2.

EXTENT

Part

VOLUME

LR3157

FOLIO

670

LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS (NOTE 2)

Reserve 31884 for the purpose of 'Recreation and Community Centre'

LESSOR (NOTE 3)

SHIRE OF DANDARAGAN of Post Office Box 676, Jurien Bay, Western Australia

LESSEE (NOTE 4)

JURIEN BAY COMMUNITY MEN'S SHED INC of *[insert address]*

TERM OF LEASE (NOTE 5)

21 years commencing on *[insert date]*.

THE LESSOR HEREBY LEASES TO THE LESSEE the land above described subject to the encumbrances as shown hereon (Note 6)

For the above term for the clear yearly rental of (Note 7): one dollar payable (Note 8): per annum.

SUBJECT TO THE COVENANTS AND POWERS IMPLIED UNDER THE LAND ADMINISTRATION ACT 1997 AND THE TRANSFER OF LAND ACT 1893 AS AMENDED (UNLESS HEREBY NEGATED OR MODIFIED) AND ALSO TO THE COVENANTS AND CONDITIONS CONTAINED HEREIN.

Lease of Portion of Reserve 31884, Lot 503 Bashford Street, Jurien Bay

Shire of Dandaragan

Jurien Bay Community Men's Shed Inc



McLEODS

Barristers & Solicitors

Stirling Law Chambers | 220-222 Stirling Highway | CLAREMONT WA 6010

Tel: (08) 9383 3133 | Fax: (08) 9383 4935

Email: mcleods@mcleods.com.au

Ref: LMC:DAND:43508

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Details

Parties

Shire of Dandargan

of Post Office Box 676, Jurien Bay, Western Australia
(Lessor)

Jurien Bay Community Men's Shed Inc

Registration Number A1016315J
of [insert address]
(Lessee)

Background

- A The Lessor is the management body of the ~~LandReserve~~ under the Order.
- B Under the Order, the Lessor has the power to lease the ~~LandReserve~~ for any term not exceeding 21 years, subject to the approval of the Minister for Lands being first obtained.
- C The Lessee has requested that the Lessor grant it a lease of the Premises, and the Lessor has agreed subject to the parties entering into this lease agreement.

Agreed terms

1. Defined Terms and Interpretation

1.1 Defined Terms

In this Lease, unless otherwise required by the context or subject matter:

Alterations means any of the acts referred to in ~~clauses 12.1(b), 11.1(b)~~ and ~~12.1(c), 11.1(e)~~;

Amounts Payable means the Rent and any other money payable by the Lessee under this Lease;

Authorised Person means:

- (a) an agent, employee, licensee or invitee of the Lessor; and
- (b) any person visiting the ~~Premises-Land~~ with the express or implied consent of any person mentioned in paragraph (a);

Basic Consideration means all consideration (whether in money or otherwise) to be paid or provided by the Lessee for any supply or use of the ~~PremisesLand~~ and any goods, services or other things provided by the Lessor under this Lease (other than tax payable pursuant to this clause);

Business Day means a day other than a Saturday, Sunday or public holiday in Perth, Western Australia;

CEO means the Chief Executive Officer for the time being of the Lessor or any person appointed by the Chief Executive Officer to perform any of her or his functions under this Lease;

Commencement Date means the date of commencement of the Term specified in **Item 4** of the Schedule;

CPI means the Consumer Price Index (All Groups) Perth number published from time to time by the Australian Bureau of Statistics;

Encumbrance means a mortgage, charge, lien, pledge, easement, restrictive covenant, writ, warrant or caveat and the claim stated in the caveat or anything described as an encumbrance on the Certificate of Title for the **LandReserve**;

Further Term means the further term specified in **Item 3** of the Schedule;

Good Repair means good and substantial tenantable repair and in clean, good working order and condition;

GST has the meaning that it bears in the GST Act;

GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and any legislation substituted for, replacing or amending that Act;

GST Adjustment Rate means the amount of any increase in the rate of tax imposed by the GST Law;

GST Law has the meaning that it bears in section 195-1 of the GST Act;

GST Rate means 10%, or such other figure equal to the rate of tax imposed by the GST Law;

Improvements includes all fixtures (including buildings, structures, alterations, additions and other improvements of whatever nature) affixed to the **PremisesLand**, whether constructed before or after the grant of this Lease;

Interest Rate means the rate at the time the payment falls due being 2% greater than the Lessor's general overdraft rate on borrowings from its bankers on amounts not exceeding \$100,000.00;

Land means the land described at **Item 1** of the Schedule;

Lease means this deed as supplemented, amended or varied from time to time;

Lessee's Agents includes:

- (a) the sublessees, employees, agents, contractors, invitees and licensees of the Lessee; and
- (b) any person on the **PremisesLand** by the authority of a person specified in paragraph (a);

Lessee's Covenants means the covenants, agreements and obligations set out or implied in this Lease or imposed by law to be performed and observed by the Lessee;

Lessor's Covenants means the covenants, agreements and obligations set out or implied in this Lease, or imposed by law to be performed and observed by the Lessor;

Minister for Lands means the Minister for Lands in her or his capacity as the body corporate continued under section 7 of the *Land Administration Act 1997*;

Notice means each notice, demand, consent or authority given or made to any person under this Lease;

Order means the vesting order published in the Government Gazette under the former *Land Act 1933* (and which now has the status of a Management Order made by the Minister for Lands

under section 46 of the *Land Administration Act 1997*), or the Management Order made under section 46 of the *Land Administration Act 1997*, under which the Land was vested in the Lessor to be held for the purpose of “Recreation and Community Centre”;

Party means the Lessor or the Lessee according to the context;

Permitted Purpose means the purpose set out in **Item 6** of the Schedule;

Premises Land means the premises described in **Item 1** of the Schedule;

Rent means the rent specified in **Item 5** of the Schedule as varied from time to time under this Lease;

Rent Period means each period from the Commencement Date or a Rent Review Date to the next Rent Review Date or Termination;

Reserve means the land described at **Item 1** of the Schedule;

Schedule means the Schedule to this Lease;

Shed means the shed/building structure to be erected on the Land by the Lessee in accordance with designs and plans first approved by the Lessor and for the purpose of completeness includes any ancillary equipment or improvements such as concrete slabs, roofs and veranda;

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Term means the term of years specified in **Item 2** of the Schedule and any Further Term; and

Termination means expiry by effluxion of time or sooner determination of the Term or any period of holding over; and

Works means all the works necessary to construct and complete the Shed;

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1.2 Interpretation

In this Lease, unless expressed to the contrary:

- (a) words importing:
 - (i) the singular includes the plural and vice versa; and
 - (ii) a gender or genders include each other gender;
- (b) if a word or phrase is assigned a particular meaning, other grammatical forms of that word or phrase have a corresponding meaning;
- (c) a reference to:
 - (i) a natural person includes a body corporate or local government;
 - (ii) a body corporate or local government includes a natural person;
 - (iii) a professional body includes a successor to or substitute for that body;
 - (iv) a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
 - (v) a statute, includes an ordinance, code, regulation, award, town planning scheme, regulation, local law, by-law, requisition, order or other statutory instruments

made under any of them and a reference to any of them, whether or not by name, includes any amendments to, re-enactments of or replacements of any of them from time to time in force;

- (vi) a right includes a benefit, remedy, discretion, authority or power;
 - (vii) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
 - (viii) this Lease or provisions of this Lease or any other deed, agreement, instrument or contract includes a reference to:
 - (A) both express and implied provisions; and
 - (B) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
 - (ix) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
 - (x) any thing (including, without limitation, any amount) is a reference to the 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; and
 - (xi) a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure is a reference to, respectively, a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure of this Lease;
- (d) the covenants and obligations on the part of the Lessee not to do or omit to do any act or thing include:
- (i) covenants not to permit that act or thing to be done or omitted to be done by the Lessee Agent's; and
 - (ii) a covenant to take all reasonable steps to ensure that that act or thing is not done or omitted to be done;
- (e) the meaning of general words or phrases is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and
- (f) if a Party comprises two or more persons, the covenants and agreements on their part bind them and must be observed and performed by them jointly and each of them severally, and may be enforced against any one or more of them.

1.3 Headings

Except in the Schedule, headings do not affect the interpretation of this Lease.

2. Minister for Lands' Consent

- (1) This Lease is subject to and conditional on the approval of the Minister for Lands under the *Land Administration Act 1997*.
- (2) The parties acknowledge that the Minister for Lands consent is annexed hereto as **Annexure 1**.

3. Grant of Lease

The Lessor leases to the Lessee the PremisesLand for the Term subject to:

- (a) all Encumbrances;
- (b) the payment of the Amounts Payable; and
- (c) the performance and observance of the Lessee's Covenants.

4. Quiet Enjoyment

Except as provided in the Lease, subject to the performance and observance of the Lessee's Covenants the Lessee may quietly hold and enjoy the PremisesLand during the Term without any interruption or disturbance from the Lessor or persons lawfully claiming through or under the Lessor.

5. Rent and Other Payments

5.1 Rent

The Lessee covenants with the Lessor to pay to the Lessor the Rent in the manner set out at **Item 5** of the Schedule on and from the Commencement Date clear of any deductions.

5.2 Outgoings

- (1) The Lessee covenants with the Lessor to pay to the Lessor or to such person as the Lessor may from time to time direct punctually all the following outgoings or charges, assessed or incurred in respect of the PremisesLand:
 - (a) local government rates, services and other charges, including but not limited to rubbish collection charges and the emergency services levy (if the Lessor in its sole discretion determines that such rates and charges are payable by the Lessee);
 - (b) water, drainage (including the pumping out of the grease trap if applicable) and sewerage rates, charges for disposal of stormwater, meter rent and excess water charges;
 - (c) telephone, electricity, gas and other power and light charges including but not limited to meter rents and the cost of installation of any meter, wiring, internet connections or telephone connection AND the Lessee shall ensure that any accounts for all charges and outgoings in respect of telephone, electricity, gas and other power and light charges are taken out and issued in the name of the Lessee;
 - (d) land tax and metropolitan regional improvement tax on a single ownership basis; and
 - (e) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the PremisesLand.
- (2) If the PremisesLand ~~are-is~~ not separately charged or assessed the Lessee will pay to the Lessor a proportionate part of any charges or assessments referred to in **clause 5.2(1)** being the proportion that the PremisesLand bears to the total area of the land or premises included in the charge or assessment.

5.3 Interest

Without affecting the rights, power and remedies of the Lessor under this Lease, the Lessee covenants with the Lessor to pay to the Lessor interest on demand on any Amounts Payable which

are unpaid for seven (7) days computed from the due date for payment until payment is made and any interest payable under this paragraph will be charged at the Interest Rate.

5.4 Costs

The Lessee covenants with the Lessor to pay to the Lessor on demand:

- (a) all duty, fines and penalties payable under the *Duties Act 2008* and other statutory duties or taxes payable on or in connection with this Lease;
- (b) all registration fees in connection with this Lease;
- (c) all legal costs of and incidental to the instructions for the preparation, execution and stamping of this Lease and all copies;
- (d) all costs, legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to:
 - (i) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;
 - (ii) any breach of covenant by the Lessee or the Lessee's Agents;
 - (iii) the preparation and service of a notice under section 81 of the *Property Law Act 1969* requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a Court;
 - (iv) any work done at the Lessee's request; and
 - (v) any action or proceedings arising out of or incidental to any matters referred to in this **clause 5.4** or any matter arising out of this Lease.

5.5 Payment of Money

Amounts Payable to the Lessor under this Lease must be paid to the Lessor at the address of the Lessor referred to in this Lease or as otherwise directed by the Lessor by Notice from time to time.

5.6 Accrual of Amounts Payable

Amounts Payable accrue on a daily basis.

6. Rent Review

6.1 Rent to be Reviewed

The Rent will be reviewed on and from each Rent Review Date to determine the Rent to be paid by the Lessee until the next Rent Review Date.

6.2 Methods of Review

The review will be either based on CPI Review or a Market Review. The basis for each rent review is as identified for each Rent Review Date in **Item 9** of the Schedule.

6.3 CPI Review

A rent review based on CPI will increase the amount of Rent payable during the immediately preceding period by the percentage of any increase in CPI having regard to the quarterly CPI published immediately prior to the later of the Commencement Date or the last Rent Review Date as the case may be and the quarterly CPI published immediately prior to the relevant Rent Review Date. If there is a decrease in CPI having regard to the relevant CPI publications the Rent payable from the relevant Rent Review Date will be the same as the Rent payable during the immediately preceding period. Should the CPI be discontinued or suspended at any time or its method of computation substantially altered, the Parties shall endeavour to agree upon the substitution of the CPI with an equivalent index.

6.4 Market Review

A rent review based on market rent will establish the current market rent for the PremisesLand (which will not be less than the Rent payable in the period immediately preceding the Rent Review Date) by agreement between the Parties and failing agreement, will be determined in accordance with the following provisions:

- (a) The Lessor shall notify the Lessee of the amount that it reasonably considers is the current market rent for the PremisesLand.
- (b) If the Lessee does not dispute the amount notified, that amount becomes the Rent.
- (c) If the Lessee disputes the current market rent as notified by the Lessor, it must notify the Lessor of that dispute (Dispute Notice) within 21 days after receiving the Lessee's notification. The Lessee must comply with this time limit to dispute the notified amount.
- (d) If the Lessee gives a Dispute Notice, then the current market rent for the PremisesLand will be determined at the equal expense of the Lessee and the Lessor by a suitably qualified and experienced valuer (**Valuer**) licensed under the *Land Valuers Licensing Act 1978*, to be appointed, at the request of either Party, by the President for the time being of the Australian Property Institute (Western Australian Division) (or if such body no longer exists, such other body which is then substantially performing the functions performed at the Commencement Date by that Institute).
- (e) The Valuer will act as an expert and not as an arbitrator and his or her decision will be final and binding on the Parties. The Parties will be entitled to make submissions to the Valuer.
- (f) In this clause, "current market rent" means the rent obtainable for the PremisesLand in a free and open market if the PremisesLand ~~were was~~ unoccupied and offered for rental for the use for which the PremisesLand ~~is are~~ permitted pursuant to this Lease and on the same terms and conditions contained in this Lease, BUT will not include:
 - (i) any improvements made or effected to the PremisesLand by the Lessee; and
 - (ii) any rent free periods, discounts or other rental concessions.

6.5 Rent will not Decrease Following Review

Notwithstanding the provisions in this clause, the Rent payable from any Rent Review will not be less than the Rent payable in the period immediately preceding such Rent Review Date.

6.6 Lessor's Right to Review

The Lessor may institute a rent review notwithstanding the Rent Review Date has passed and the Lessor did not institute a rent review on or prior to that Rent Review Date, and in which case the

Rent agreed or determined shall date back to and be payable from the Rent Review Date for which such review is made.

7. Insurance

7.1 Insurance Required

The Lessee must effect and maintain with insurers approved by the Lessor (noting the Lessor's and the Lessee's respective rights and interest in the ~~Premises~~Land) for the time being:

- (a) adequate public liability insurance for a sum not less than the sum set out at **Item 7** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require; and
- (b) insurance to cover the Lessee's fixtures, fittings, equipment and stock against loss or damage by fire, fusion, smoke, lightning, flood, storm, tempest, earthquake, sprinkler leakage, water damage and other usual risks against which a Lessee can and does ordinarily insure in their full replacement value, and loss from theft or burglary; ~~and~~.

~~7.2~~ **Building Insurance to be Effected by Lessor**

- (c) ~~The Lessor shall effect and keep effected~~ insurance to the full insurable value on a replacement or reinstatement value basis of ~~the Premises~~any building constructed on the Land against damage arising from fire, tempest, storm, earthquake, explosion, aircraft, or other aerial device including items dropped from any device, riot, commotion, flood, lightning, act of God, fusion, smoke, rainwater, leakage, impact by vehicle, machinery breakdown and malicious acts or omissions and other standard insurable risks.

~~7.3~~ **7.2 Details and receipts**

In respect of the insurances required to be obtained by the Lessee pursuant to **clause 7.1**, the Lessee must:

- (a) on demand supply to the Lessor details of the insurances and give to the Lessor copies of the certificates of currency in relation to those insurances;
- (b) promptly pay all premiums and produce to the Lessor each policy or certificate of currency and each receipt for premiums or certificate of currency issued by the insurers; and
- (c) notify the Lessor immediately:
 - (i) when an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
 - (ii) when a policy of insurance is cancelled.

~~7.4~~ **7.3 Not to Invalidate**

The Lessee must not do or omit to do any act or thing or bring or keep anything on the ~~Premises~~Land which might:

- (a) render any insurance effected under this clause on the ~~Premises~~Land, or any adjoining premises, void or voidable;
- (b) cause the rate of a premium to be increased for the ~~Premises~~Land or any adjoining premises (except insofar as an approved development may lead to an increased premium).

7.57.4 Report

The Lessee must report to the Lessor promptly in writing, and in addition verbally in an emergency:

- (a) any damage to the PremisesLand of which it is or might be aware; and
- (b) any circumstances of which it is aware and which are likely to be a danger or cause any damage or danger to the PremisesLand or to any person in or on the PremisesLand.

7.67.5 Settlement of Claim

The Lessor may, but the Lessee may not without prior written consent of the Lessor, settle or compromise any claims under any insurance required by this **clause 7**.

7.77.6 Lessee Required to Pay Excess on Insurances

The Lessee agrees with the Lessor that it shall be responsible to pay any excess payable in connection with the insurances referred to in **clause 7.1** ~~and/or clause 7.2~~ in the event that it is determined by the insurer or otherwise that a claim arises out of or in connection with an act or omission of the Lessee.

7.87.7 Lessee's Equipment and Possessions

The Lessee acknowledges that it is responsible to obtain all relevant insurances to cover any damage and/or theft to its property. The Lessor does not take any responsibility for the loss or damage of the Lessee's property.

7.97.8 Failure to Comply with Insurance Requirements

If the Lessee fails to comply with any of its obligations under this **clause 7**, the Lessor may, by serving written notice upon the Lessee, require that such default be remedied within twenty-eight (28) days and in the event that the Lessee fails to comply with such notice, then the Lessor may, in its absolute discretion, immediately terminate this Lease.

8. Indemnity

8.1 Lessee Responsibilities

The Lessee is responsible and liable for all acts or omissions of the Lessee's Agents on the PremisesLand and for any breach by them of any covenants or terms in this Lease required to be performed or complied with by the Lessee.

8.2 Indemnity

The Lessee indemnifies, and shall keep indemnified, the Lessor and the Minister for Lands from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Lessor or the Minister for Lands, or brought, maintained or made against the Lessor or the Minister for Lands, in respect of:

- (a) any loss whatsoever (including loss of use);
- (b) injury or damage of, or to, any kind of property or thing; and
- (c) the death of, or injury suffered by, any person,

caused by, contributed to, or arising out of, or in connection with, whether directly or indirectly:

- (i) the use or occupation of the **PremisesLand** by the Lessee or the Lessee's Agents;
- (ii) any work carried out by or on behalf of the Lessee on the **PremisesLand**;
- (iii) the Lessee's activities, operations or business on, or other use of any kind of, the **PremisesLand**;
- (iv) any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's covenants or obligations under this Lease; or
- (v) an act or omission of the Lessee.

8.3 Obligations Continuing

The obligations of the Lessee under this clause:

- (a) are unaffected by the obligation of the Lessee to take out insurance, and the obligations of the Lessee to indemnify are paramount, however if insurance money is received by the Lessor for any of the obligations set out in this clause then the Lessee's obligations under **clause 8.2** will be reduced by the extent of such payment; and
- (b) continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

8.4 No indemnity for Lessor's Negligence

The parties agree that nothing in this clause shall require the Lessee to indemnify the Lessor or any Authorised Person against any loss, damage, expense, action or claim to the extent caused or contributed (to the extent of that contribution) by a negligent or wrongful act or omission of the Lessor or any Authorised Person.

8.5 Release

- (1) The Lessee:
 - (a) agrees to occupy and use the **PremisesLand** at the risk of the Lessee; and
 - (b) releases to the full extent permitted by law, the Lessor from:
 - (i) any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the **PremisesLand** or arising from the Lessee's use or occupation of the **PremisesLand** by; and
 - (ii) loss of or damage to the **PremisesLand** or personal property of the Lessee;except to the extent that such loss or damage is caused or contributed (to the extent of that contribution) by a negligent or wrongful act or omission of the Lessor or any Authorised Person.
- (2) The release by the Lessee continues after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

9. Limit of Lessor's Liability

9.1 No Liability for Loss on ~~Premises~~Land

The Lessor will not be liable for loss, damage or injury to any person or property in or about the ~~Premises~~Land however occurring, except to the extent that such loss or damage is caused or contributed (to the extent of that contribution) by a negligent or wrongful act or omission of the Lessor or any Authorised Person.

9.2 Limit on Liability for Breach of Lessor's Covenants

- (1) The Lessor is only liable for breaches of the Lessor's Covenants set out in this Lease which occur while the Lessor is registered as the management body for the ~~Land~~Reserve.
- (2) The Lessor will not be liable for any failure to perform and observe any of the Lessor's Covenants due to any cause beyond the Lessor's control.

10. Maintenance, Repair and Cleaning

10.1 Keep ~~Premises~~Land in Good Repair

- (1) ~~The Lessee must maintain, at its own expense, the Land (including but not limited to the Shed and any structural parts, plate glass, electrical installations, gas and water pipes and fittings, toilets, sanitary appliances, drains, septic tanks and leach drains) in Good Repair.~~
- (2) ~~The Lessee must take such reasonable action as is necessary to prevent, if it has occurred as a result of the Lessee's use of the Land; and rectify or otherwise ameliorate, the effects of erosion, drift or movement of sand, soil, dust or water on or from the Land.~~

~~The Lessee AGREES during the Term and for so long as the Lessee remains in possession or occupation of the Premises to maintain, replace, repair, clean and keep the Premises (which for the avoidance of doubt includes the Lessor's fixtures and fittings) in Good Repair having regard to the age of the Premises at the Commencement Date PROVIDED THAT this subclause shall not impose on the Lessee any obligation:~~

- ~~(a) to carry out repairs or replacement that are necessary as a result of fair and reasonable wear and tear, EXCEPT when such repair or replacement is necessary because of any act or omission of or on the part of the Lessee (or any of the Lessee's Agents), or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee (or any of the Lessee's Agents); and~~
- ~~(b) in respect of any structural maintenance, replacement or repair EXCEPT when such maintenance, repair or replacement is necessary because of any act or omission of or on the part of the Lessee (or any of the Lessee's Agents), or by the Lessee's particular use or occupancy of the Premises, or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee (or any of the Lessee's Agents).~~

10.2 ~~Use Licensed Trades Persons~~

~~In discharging the obligations imposed on the Lessee under this clause 10, the Lessee shall where maintaining, replacing or repairing any part of the Premises:~~

- ~~(a) use only licensed trades persons or such trades persons as may be approved by the Lessor and notified to the Lessee, which approval shall not be unreasonably withheld;~~
- ~~(b) ensure that the Work Safe Code of Practice is adhered to at all times; and~~

~~(e) provide the Lessor with a copy of any warranty, guarantee, certification or other documentation relating to repairs or work undertaken on the Premises.~~

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40.310.2 Repair Damage~~No obligation on Lessor to Repair or Maintain~~

- ~~(1) The Lessee is wholly and solely responsible for the maintenance and repair of the Land and all buildings and improvements constructed on the Land (including without limitation the Shed), regardless of the cause of the need to repair or maintain, and regardless of the type of repair or maintenance required. The Lessor has no obligation whatsoever to repair or maintain the land or any buildings or improvements constructed on the Land.~~
- ~~(2) Any development proposed on the Land during the Term shall be the responsibility of and carried out by (and at the cost of) the Lessee, subject to the Lessee having obtained all necessary statutory approvals.~~

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~~Unless such damage is the Lessor's responsibility pursuant to the terms of the Lease, the Lessee must promptly repair at its own expense to the satisfaction of the Lessor, any damage to the Premises, regardless of how the damage is caused and replace any of the Lessor's fixtures and fittings which are or which become damaged.~~

40.410.3 Cleaning

The Lessee must at all times keep the **PremisesLand** clean, tidy, unobstructed and free from dirt and rubbish.

40.510.4 Security

- (1) The Lessee must ensure the **PremisesLand**, including the Lessor's and Lessee's fixtures and fittings, are appropriately secured at all times.
- (2) The Lessee covenants and agrees to pay to the Lessor, or to such person as the Lessor may from time to time direct, any security charges or call out charges which, in the Lessor's reasonable opinion, relate to the Lessee, the Lessee's Agents or the Lessee's use of the **PremisesLand**.

40.610.5 Pest control

The Lessee must keep the **PremisesLand** free of any pests and vermin and the cost of extermination will be borne by the Lessee.

40.7 Drains

- ~~(1) The Lessee must keep and maintain the waste pipes, drains and conduits originating in the Premises or connected thereto in a clean, clear and free flowing condition and must pay to the Lessor upon demand the cost to the Lessor of clearing any blockage which may occur in such waste pipes, drains and conduits between the external boundaries of the Premises and the point of entry thereof into any trunk drain unless such blockage has been caused without neglect or default on the part of the Lessee.~~
- ~~(2) The Lessee must not permit the drains, toilets, grease traps (if any) and other sanitary appliances on the Premises to be used for any purpose other than that for which they were constructed and must not allow any foreign matter or substance to be thrown therein.~~

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40.8 Painting

- ~~(1) The Lessee must, on or before each repainting date as stated in **Item 8** in the Schedule, paint with at least two coats of paint those parts of the Premises usually painted internally.~~
- ~~(2) All painting carried out on the Premises must be carried out by a registered painting contractor.~~

- ~~(3) The registered painting contractor engaged by the Lessee to paint the Premises must:~~
- ~~(a) do so in a proper manner using good quality materials;~~
 - ~~(b) have the colour and quality of the materials approved in writing by the Lessor before the work commences;~~
 - ~~(c) comply with all reasonable directions given or requests made by the Lessor; and~~
 - ~~(d) be finished in a proper and workmanlike manner.~~

40.910.6 Comply with All Reasonable Conditions

The Lessee must comply with all reasonable conditions that may be imposed by the Lessor from time to time in relation to the Lessee's maintenance of the PremisesLand.

~~40.10.7~~ Acknowledgement of State of Repair of PremisesLand

The Lessee accepts the PremisesLand on an 'as is' basis and acknowledges that it has inspected the PremisesLand prior to the execution of this Lease and enters into the Lease with full knowledge of the state of repair of the PremisesLand.

~~40.11 Maintain surroundings~~

- ~~(1) The Lessee must regularly inspect and maintain in good condition any part of the Premises which surrounds any buildings, including but not limited to any flora, gardens lawns, shrubs, hedges and trees.~~
- ~~(2) If there is any remnant natural bushland in the surrounds the Lessee must not remove or do anything to damage such bushland without written consent from the Lessor and the Lessee must maintain any such bushland, at its cost, in accordance with a maintenance programme agreed with the Lessor.~~
- ~~(3) Subject to paragraph (2), any pruning of trees must be undertaken by a qualified tree surgeon.~~
- ~~(4) Subject to paragraph (2), if any flora, trees or lawn dies the Lessee must replace the flora, trees or lawn at its own expense.~~
- ~~(5) The Lessee must plant and care for such trees on the Premises as the Lessor may from time to time reasonably require.~~
- ~~(6) Subject to paragraph (2), the Lessee may not remove any trees, shrubs or hedges without first consulting with and obtaining the approval of the Lessor, except where necessary for urgent safety reasons.~~

~~40.12 Safety & Testing Obligations~~

- ~~(1) The Lessee acknowledges and agrees that it fully responsible at its costs for ensuring that the Premises and any fixtures or fittings are regularly tested, maintained and inspected to ensure that the Premises and such fixtures and fittings comply with all statutory requirements and are safe for use.~~
- ~~(2) To comply with its obligation pursuant to **clause 10.12(1)** above, the Lessee acknowledges that it will be required to, amongst other things:
 - ~~(a) comply with the requirements of the *Occupational Safety and Health Act 1984*, including without limitation the requirement for all portable plug in electrical equipment and~~~~

~~residual current devices to be safe and appropriately inspected, tested and maintained by a competent person;~~

- ~~(b) comply with all relevant requirements of the Department of Fire & Emergency Services (DFES), including without limitation the requirement to ensure that all fire protection and fire fighting equipment located, or installed at the Premises, is tested regularly for compliance with Australian Standards and DFES's requirements; and~~
- ~~(c) ensure that the emergency/exit lighting systems in the Premises are adequately maintained in accordance with the requirements of the Building Code of Australia and Australian Standards.~~

11. Construction of Shed

11.1 Obtain all Necessary Approvals

The Lessee agrees to:

- (a) obtain at its expense all necessary statutory approvals for the Shed and Works; and
- (b) construct/erect the Shed in strict accordance with plan and designs approved by the Lessor;

11.2 Insurance for Works

(1) The Lessee agrees prior to commencing the Works:

- (a) to effect and maintain a public liability insurance policy covering the respective rights and interests of the Lessor and the Lessee for an amount of not less than \$20 million dollars for any one occurrence arising out of the Works; and
- (b) to take all reasonable steps to ensure that all consultants and contractors engaged to do any work in regard to the Works have adequate and appropriate insurance cover for the work that they are engaged to perform.

11.3 Indemnity for Works

(1) The Lessee agrees:

- (a) to indemnify and keep indemnified the Lessor and the Minister for Lands from and against all claims, demands, writs, actions and suits which may be brought or made against it by any person or persons in connection with loss of life or loss, injury or damage suffered to any property or by any person or persons on account of or in connection with any negligent, unlawful or other wrongful act or omission by the Lessee and its consultants and contractors engaged to do any work in relation to the Works except to the extent that the same has been caused to by any negligent, wrongful or other unlawful act or omission of the Lessor or any of its employees, agents, licensees, contractors or invitees; and
- (b) to indemnify the Lessor and the Minister for Lands against any compensation payable for damages which may arise in, or out of, any negligent, unlawful or other wrongful act or omission by the Lessee and its consultants and contractors engaged to do any work in relation to the Works, except to the extent that the same has been caused to by any negligent, unlawful or other wrongful act or omission of the Lessor or any of its employees, agents, licensees, contractors or invitees.

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11.4 Risk

- (1) The Lessee accepts all risks associated with the Works and the Shed, including:
- (a) all risks associated with the costs of financing, designing, constructing and maintaining, without any right of reimbursement or refund from the Lessor; and
 - (b) the risk that approving authorities may exercise their statutory functions and powers in such a way as to disrupt, interfere with or otherwise affect the Works, including by imposing conditions on approvals.

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12. Alterations

12.1 Restriction

The Lessee must not without prior written consent:

- (a)
 - (i) from the Lessor;
 - (ii) from any other person from whom consent is required under this Lease;
 - (iii) required under statute in force from time to time, including but not limited to the planning approval of the Lessee under a town planning scheme of the Lessee;
- (b) make or allow to be made any alteration, addition or improvements to or demolish any part of the **PremisesLand**; or
- (c) remove alter or add to any fixtures, fittings or facilities in or on the **PremisesLand**.

12.2 Consent

If the Lessor and any other person whose consent is required under this Lease or at law consents to any matter referred to in **clause ~~12.1111~~** the Lessor may:

- (a) consent subject to conditions; and
 - (i) require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent; and
 - (ii) require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant; and
- (b) if the Lessor consents to any matter referred to in **clause ~~12.1111~~**:
 - (i) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
 - (ii) the Lessee must apply for and obtain all such consents, approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.

12.3 Cost of Works

All works undertaken under this **clause 11** will be carried out at the Lessee's expense.

12.4 Conditions

If any of the consents given by the Lessor or other persons whose consent is required under this Lease or at law require other works to be done by the Lessee as a condition of giving consent, then the Lessee must at the option of the Lessor either:

- (a) carry out those other works at the Lessee's expense; or
- (b) permit the Lessor to carry out those other works at the Lessee's expense,

in accordance with the Lessor's requirements.

12.5 Lessee owns Improvements

Any improvements constructed on the Land by the Lessee (including without limitation the Shed) remain the property of the Lessee, such that the Lessee owns and is completely responsible for such improvements.

13. Use

13.1 Restrictions on Use

The Lessee must not and must not suffer or permit a person to:

- (a)
 - (i) use the PremisesLand or any part of it for any purpose other than for Permitted Purpose; or
 - (ii) use the PremisesLand for any purpose which is not permitted under any town planning scheme or any law relating to health;
- (b) do or carry out on the PremisesLand any harmful, offensive or illegal act, matter or thing;
- (c) do or carry out on the PremisesLand any thing which causes a nuisance, damage or disturbance to the Lessor or to owners or occupiers of adjoining properties;
- (d) store any dangerous compound or substance on or in the PremisesLand, otherwise than in accordance with the following provisions:
 - (i) any such storage must comply with all relevant statutory provisions;
 - (ii) all applications for the approval or renewal of any licence necessary for such storage must be first referred to the Lessor;
 - (iii) the Lessor may within its absolute discretion refuse to allow the storage of any particular dangerous compound or substance on the PremisesLand; and
 - (iv) upon the request of the Lessor, the Lessee will provide a list of all dangerous compounds or substances stored on the PremisesLand;
- (e) do any act or thing which might result in excessive stress or harm to any part of the PremisesLand; or
- (f) display from or affix any signs, notices or advertisements on the PremisesLand without the prior written consent of the Lessor, which consent shall not be unreasonably withheld or delayed.

13.2 No Warranty

The Lessor gives no warranty:

- (a) as to the use to which the PremisesLand may be put; or
- (b) that the Lessor will issue any consents, approvals, authorities, permits or licences required by the Lessee under any statute for its use of the PremisesLand.

13.3 PremisesLand Subject to Restriction

The Lessee accepts the PremisesLand for the Term subject to any existing prohibition or restriction on the use of the PremisesLand.

13.4 Indemnity for Costs

The Lessee indemnifies the Lessor against any claims or demands for all costs, on a solicitor client basis, incurred by the Lessor by reason of any claim in relation to any matters set out in this clause.

14. Lessor's Right of Entry

14.1 Entry on Reasonable Notice

- (1) The Lessee must permit entry by the Lessor or any Authorised Person onto the PremisesLand without notice in the case of an emergency, and otherwise upon reasonable notice:
 - (a)
 - (i) at all reasonable times;
 - (ii) with or without workmen and others; and
 - (iii) with or without plant, equipment, machinery and materials;
 - (b) for each of the following purposes:
 - (i) to inspect the state of repair of the PremisesLand and to ensure compliance with the terms of this Lease;
 - (ii) to carry out any survey or works which the Lessor considers necessary, however the Lessor will not be liable to the Lessee for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Lessee;
 - (iii) to comply with the Lessor's Covenants or to comply with any notice or order of any authority in respect of the PremisesLand for which the Lessor is liable; and
 - (iv) to do all matters or things to rectify any breach by the Lessee of any term of this Lease but the Lessor is under no obligation to rectify any breach and any rectification under this clause is without prejudice to the Lessor's other rights, remedies or powers under this Lease.
- (2) In exercising the right of entry referred to in this clause the Lessor must cause as little inconvenience, disruption or damage to the Lessee and the Lessee's business as is practicable in the circumstances. The Lessee has no claim for any compensation or damages in respect of that exercise.

14.2 Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to at ~~clause 14.1(1)(b)(iv) 13.1(1)(b)(iv)~~ together with any interest payable on such sums will be a debt due to the Lessor and payable to the Lessor by the Lessee on demand.

15. Statutory Obligations and Notices

15.1 Comply with Statutes

The Lessee must:

- (a) comply promptly with all statutes and local laws from time to time in force relating to the PremisesLand;
- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the PremisesLand specified at ~~clause 13.12~~; and
- (c) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the PremisesLand or to the business the Lessee carries on at the PremisesLand.

15.2 Safety and Testing Obligations

The Lessee acknowledges and agrees that it is fully responsible at its cost for ensuring that the Land, and any fixtures or fittings located on the Land, are regularly tested, maintained and inspected to ensure that the Land and such fixtures and fittings comply with all statutory requirements and are safe for use.

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~~15.2~~ 15.3 Indemnity if Lessee Fails to Comply

The Lessee indemnifies the Lessor and the Minister for Lands against:

- (a) failing to perform, discharge or execute any of the items referred to in ~~clause 15.14.4~~ and clause 15.2; and
- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in ~~clause 15.14.4~~ and clause 15.2.

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except to the extent that any claim, demand, costs or other payments is caused or contributed (to the extent of that contribution) to by a negligent or wrongful act or omission of the Lessor or any Authorised Person.

16. Report to Lessor

The Lessee must promptly report to the Lessor:

- (a) any act of vandalism or any incident which occurs on or near the PremisesLand which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police and of which the Lessee is aware or should be aware;
- (b) any occurrence or circumstances in or near the PremisesLand of which it becomes aware, which might reasonably be expected to cause, in or on the PremisesLand, pollution of the environment; and

(c) all notices, orders and summonses received by the Lessee and which affect the PremisesLand and immediately deliver them to the Lessor.

(e)

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17. Default

17.1 Events of Default

A default occurs if:

- (a) any Amounts Payable remain unpaid for seven (7) days after becoming due whether or not a demand or Notice has been given to the Lessee;
- (b) the Lessee is in breach of any of the Lessee's Covenants (other than the covenant to pay the Amounts Payable) for fourteen (14) days after a Notice has been given to the Lessee to rectify the breach or to pay compensation in money;
- (c) an order is made or a resolution effectively passed for the winding up of the Lessee unless the winding up is for the purpose of amalgamation or reconstruction;
- (d) the association is wound up whether voluntarily or otherwise;
- (e) the Lessee passes a special resolution under the *Associations Incorporation Act 2015* altering its rules of association in a way that makes its objects or purposes inconsistent with the use permitted by this Lease;
- (f) a mortgagee takes possession of the property of the Lessee under this Lease;
- (g) any execution or similar process is made against the PremisesLand on the Lessee's property;
- (h) the PremisesLand ~~are is~~ ~~vacated~~ ~~the Premises are vacated~~, or otherwise not used, in the Lessor's reasonable opinion, for the Permitted Purpose for a six month period; or
- (i) a person other than the Lessee or a permitted sublessee or assignee is in occupation or possession of the PremisesLand or in receipt of a rent and profits.

17.2 Default Dispute Notice

- (1) If:
 - (a) any event of default specified in **clause ~~17.146.1~~** occurs; or
 - (b) the Lessor has exercised a right under this **clause 1746** and the Lessee has failed to pay to Lessor the Lessor's cost of rectifying the Lessee's default or the award of damages within a reasonable time after demand for payment or failed to comply with an order of the court in relation to specific performance or an injunction (as the case may be),

the Lessor may issue the Lessee a dispute notice (**Default Dispute Notice**).

- (2) A representative of the Lessor and a representative of the Lessee must endeavour to resolve the dispute as soon as practicable, but if the dispute is not resolved within 10 Business Days after service of the Default Dispute Notice, the parties agree that the dispute will be automatically escalated to the CEO of the Lessor and the President of the Lessee for resolution.
- (3) The CEO of the Lessor and the President of the Lessee must endeavour to resolve the dispute as soon as practicable, but if the dispute is not resolved within 10 Business Days after the dispute is

escalated for resolution or such later time as the parties may agree in writing, the parties agree that the Lessor may terminate this Lease in accordance with ~~clause 17.316.3~~.

17.3 Termination

- (1) If the CEO of the Lessor and the President of the Lessee fail to resolve the dispute in accordance with ~~clause 17.2(3)16.2(3)~~, the Lessor may, subject to ~~clause 17.316.3(2)~~, terminate this Lease by reasonable notice to the Lessee but without affecting the right of action or other remedy which the Lessor has in respect of any other breach by the Lessee of the Lessee's Covenants or releasing the Lessee from liability in respect of the Lessee's Covenants.
- (2) In providing the Lessee with reasonable notice of its intention to terminate this Lease in accordance with ~~clause 17.316.3(1)~~, the Lessor must have regard to the Lessee's obligations in ~~clause 2120~~ in respect of the ~~PremisesLand~~.

17.4 Lessor May Remedy Breach

If the Lessee:

- (a) fails or neglects to pay the Amounts Payable by the Lessee under this Lease; or
- (b) does or fails to do anything which constitutes a breach of the Lessee's Covenants,

then, after the Lessor has given to the Lessee notice of the breach and the Lessee has failed to rectify the breach within a reasonable time, the Lessor may without affecting any right, remedy or power arising from that default pay the money due or do or cease the doing of the breach as if it were the Lessee and the Lessee must pay to the Lessor on demand the Lessor's cost and expenses of remedying each breach or default.

17.5 Acceptance of Amount Payable By Lessor

Demand for or acceptance of the Amounts Payable by the Lessor after an event of default has occurred will not affect the exercise by the Lessor of the rights and powers conferred on the Lessor by the terms of the Lease or at law and will not operate as an election by the Lessor to exercise or not to exercise any right or power.

17.6 Essential Terms

Each of the Lessee's Covenants in ~~clauses 5~~ (Rent and Other Payments), ~~6~~ (Insurance), ~~8~~ (Indemnity), ~~10~~ (Maintenance, Repair and Cleaning), ~~1312~~ (Use) and ~~2221~~ (Assignment, Subletting and Charging) is an essential term of this Lease but this clause ~~17.616.6~~ does not mean or imply that there are no other essential terms in this Lease.

17.7 Breach of Essential Terms

If the Lessee breaches an essential term of this Lease then, in addition to any other remedy or entitlement of the Lessor:

- (a) the Lessee must compensate the Lessor for the loss or damage suffered by reason of the breach of that essential term;
- (b) the Lessor will be entitled to recover damages against the Lessee in respect of the breach of an essential term; and
- (c) the Lessee covenants with the Lessor that if the Term is determined:
 - (i) for breach of an essential term or the acceptance by the Lessor of a repudiation of this Lease by the Lessee; or

- (ii) following the failure by the Lessee to comply with any notice given to the Lessee to remedy any default,

the Lessee must pay to the Lessor on demand the total of the Amounts Payable under this Lease which would have been payable by the Lessee for the unexpired balance of the Term as if the Term had expired by effluxion of time together with the losses incurred or reasonably expected to be incurred by the Lessor as a result of the early determination including but not limited to the costs of re-letting or attempting to re-let the PremisesLand;

- (d) the Lessee agrees that the covenant set out in this ~~clause 17.7(c)~~16.7(e) will survive termination or any deemed surrender at law of the estate granted by this Lease;
- (e) the Lessee may deduct from the amounts referred to at ~~clause 17.7(c)~~16.7(e) the Rent and other money which the Lessor reasonably expects to obtain by re-letting the PremisesLand between the date of Termination and the date on which the Term would have expired by effluxion of time; and
- (f) the Lessor must take reasonable steps to mitigate its losses and endeavour to re-let the PremisesLand at a reasonable rent and on reasonable terms but the Lessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Lease.

18. Repudiation by Lessee

18.1 Compensation

In the event that the Lessee's conduct (whether by acts or omissions) constitutes a repudiation of the Lease (or of the Lessee's obligations under the Lease) or constitutes a breach of any Lease covenants, it is agreed that:

- (a) the Lessee shall compensate the Lessor for the loss or damage suffered by reason of the repudiation or breach; and
- (b) the Lessor shall be entitled to recover damages against the Lessee in respect of the repudiation or breach of covenant for the damage suffered by the Lessor during the entire Term of this Lease.

18.2 Entitlement to Recover Damages

The Lessor's entitlement to recover damages shall not be affected or limited in the event that:

- (a) the Lessee abandons or vacates the PremisesLand;
- (b) the Lessor elects to re-enter or to terminate the Lease;
- (c) the Lessor accepts the Lessee's repudiation; or
- (d) the Parties' conduct constitutes a surrender by operation of law.

18.3 Legal Proceedings

The Lessor shall be entitled to institute legal proceedings claiming damages against the Lessee in respect of the entire Term, including the periods before and after the Lessee has vacated the PremisesLand, and before and after the abandonment, termination, repudiation, acceptance of repudiation or surrender by operation of law referred to in ~~clause 18.2~~17.2, whether the proceedings are instituted either before or after such conduct.

19. Option to Renew

If the Lessee at least three months, but not earlier than six months, prior to the date for commencement of the Further Term gives the Lessor a Notice to grant the Further Term and:

- (a) all consents and approvals required by the terms of this Lease or at law have been obtained; and
- (b) there is no subsisting default by the Lessee at the date of service of the Notice in:
 - (i) the payment of Amounts Payable; or
 - (ii) the performance or observance of the Lessee's Covenants,

the Lessor shall grant to the Lessee a lease for the Further Term at the Rent and on terms and conditions similar to this Lease other than this clause in respect of any Further Term previously taken or the subject of the present exercise and on such other terms and conditions as the Lessor may consider appropriate.

20. Holding Over

- (1) If the Lessee remains in possession of the PremisesLand after the expiry of the Term with the consent of the Lessor, the Lessee will be a monthly tenant of the Lessor at a rent equivalent to one twelfth of the Rent for the period immediately preceding expiry of the Term and otherwise on the same terms and conditions of this Lease provided that all consents required under this Lease or at law have been obtained to the Lessee being in possession of the PremisesLand as a monthly tenant.
- (2) The Lessee shall not be entitled to hold over for a more than twelve (12) months after the expiry of the Term.
- (3) To avoid doubt, the Lessee is obliged during any holding over period to pay any other outgoings payable by the Lessee under this Lease as if the holding over period was included in the Term.

21. Obligations on Expiry or Termination of Lease

21.1 Peacefully Surrender

On Termination the Lessee must peacefully surrender and return to the Lessor the PremisesLand in ~~at least the condition that was approved for the most recent development of the Premises and otherwise in~~ a condition consistent with the performance of the Lessee's Obligations under this Lease ~~and~~

~~(a) surrender to the Lessor all keys and security access devices and combination for locks providing an access to or within the Premises held by the Lessee whether or not provided by the Lessor.~~

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21.2 Remove all Improvements, Structures and Property

(1) Subject to clause 21.4 and unless otherwise approved by the Lessor in writing, in the event this Lease is terminated or otherwise determined the Lessee must at its cost and to the Lessor's satisfaction:

(a) remove the Shed and any improvements, fixtures and fitting constructed or located on the land, including without limitation all concrete floors or slabs, if any;

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(b) following the removal of the Shed, improvements, fixtures and fittings in accordance with paragraph (a) restore the Land and immediate surrounding area to the same or substantially the same condition as it was immediately prior to the erection or construction of the Shed and such improvement and fixtures; and

~~(c)~~ remove any contaminated soil from the Land.

21.3 ~~Restore Premises & Remove Lessee's Property Prior to Termination~~ **Failure to Remove or Restore**

If the Lessee fails to comply with clause 21.2 within 30 days following termination or determination of the Lease, the Lessor may at its option:

(a) remove the Shed and all structures, fixtures and property;

(b) rehabilitate and restore the Land; and

(c) remove any contaminated soil,

and recover the cost of doing so from the Lessee as a liquidated debt payable on demand.

~~Prior to Termination, the Lessee at the Lessee's expense must:~~

~~(a) restore the Premises to a condition consistent with the performance by the Lessee of the Lessee's Covenants under this Lease, fair wear and tear excepted; and~~

~~(b) remove from the Premises all property of the Lessee including the Lessee's signs, fixtures, fittings, plant, equipment and other articles upon the Premises in the nature of trade or tenant's fixtures brought upon the Premises by the Lessee (other than air conditioning plant and fire equipment, security alarms and security systems and other fixtures and fittings which in the opinion of the Lessor form an integral part of the Premises) and promptly make good, to the satisfaction of the Lessor, any damage caused by the removal.~~

21.4 ~~Services Lessor Can Remove Lessee's Property on Re-entry~~

The Lessor may require by written notice that:

(a) any service infrastructure, including underground cabling and the like, installed by the Lessee be removed from the Land or Reserve; or

(b) any service infrastructure, including underground cabling and the like, installed by the Lessee remain on the Land or Reserve.

~~(2) On re-entry the Lessor will have the right to remove from the Premises any property of the Lessee and the Lessee indemnifies the Lessor against all damage caused by the removal of and the cost of storing that property.~~

~~(3) The Lessor may, at any time after the expiration or sooner determination of the Term, give the Lessee a notice (**Abandonment Notice**) requiring the Lessee to remove all fixtures, fittings, plant, equipment or other articles not previously removed by the Lessee in accordance with the requirement of this clause (**Remaining Items**). On the Lessee's receipt of an Abandonment Notice, the Lessee shall have SEVEN (7) days within which to remove all Remaining Items and failing removal within that SEVEN (7) day period, all Remaining Items still on the Premises or in the Lessor's custody shall be deemed absolutely abandoned by the Lessee and shall automatically become the absolute property of the Lessor and may be sold by the Lessor or disposed off at any time and without further notice or obligation to the Lessee. The Lessor shall be entitled to keep~~

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~~the proceeds of any sales and those proceeds shall not be taken into account to reduce any arrears, damages or other moneys for which the Lessee may be liable.~~

21.5 Obligations to Continue

The Lessee's obligations under this clause ~~2120~~ will continue, notwithstanding the end or Termination of this Lease.

22. Assignment, Sub-letting and Charging

22.1 No Assignment or Sub-letting without Consent

The Lessee must not assign the leasehold estate in the PremisesLand nor sub-let, part with possession, or dispose of the PremisesLand or any part of the PremisesLand without the prior written consent of the Lessor, the Minister for Lands and any other person whose consent is required under this Lease or at law

22.2 Lessor's Consent to Assignment and Subletting

Provided all parties whose consent is required, under this Lease or at law, to an assignment or sub-letting, give their consent and any assignment or sublease is for a purpose consistent with the use of the PremisesLand permitted by this Lease then the Lessor may not unreasonably withhold its consent to the assignment or sub-letting of the leasehold estate created by this Lease if:

- (a) the proposed assignee or sublessee is a respectable and responsible person of good financial standing for non-profit making purposes;
- (b) all Amounts Payable due and payable have been paid and there is no existing unremedied breach, whether notified to the Lessee or not, of any of the Lessee's Covenants;
- (c) the Lessee procures the execution by:
 - (i) the proposed assignee of a deed of assignment; or
 - (ii) the proposed sublessee of a deed of sublease,to which the Lessor is a party and which deed is prepared and completed by the Lessor's solicitors; and
- (d) the assignment contains a covenant by the assignee or sublessee with the Lessor to pay all Amounts Payable and to perform and observe all the Lessee's Covenants.

22.3 Consents of Assignee Supplementary

The covenants and agreements on the part of any assignee will be supplementary to the Lessee's Covenants and will not release the assigning lessee from the Lessee's Covenants.

22.4 Property Law Act 1969

Sections 80 and 82 of the *Property Law Act 1969* are excluded.

22.5 Costs for Assignment and Sub-letting

If the Lessee wishes to assign or sub-let the leasehold estate created by this Lease the Lessee must pay all reasonable professional and other costs, charges and expenses, incurred by the Lessor or other person whose consent is required under this Lease, of and incidental to:

- (a) the enquiries made by or on behalf of the Lessor as to the respectability, responsibility and financial standing of each proposed assignee or sublessee;
 - (b) any consents required under this Lease or at law; and
 - (c) all other matters relating to the proposed assignment or sub-letting,
- whether or not the assignment or sub-letting proceeds.

22.6 No Mortgage or Charge

The Lessee must not mortgage or charge the PremisesLand.

23. Damage or Destruction of PremisesLand

~~(1)~~ If the PremisesLand is damaged or destroyed at any time during the Term, without neglect or default of the Lessee, and as a result the Lessee cannot use or access the PremisesLand, then the Rent or a proportionate part thereof (according to the nature and extent of the damage) shall abate until the PremisesLand has been ~~re-built or~~ made fit for the occupation and use of the Lessee.

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~~(2)~~ If the Premises is damaged or destroyed at any time during the Term, without neglect or default of the Lessee, and the Lessor does not begin rebuilding the Premises within a reasonable time after the Lessee asks, or if the Lessor decides not to re-build the Premises and gives notice of this to the Lessee, the Lessee may no later than 90 Business Days after receipt of the notice from the Lessor to the Lessee elect to:

~~(a)~~ end this Lease by not less than 5 Business Days' notice to the Lessor; or

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~~(b)~~ re-build the Premises at its own expense.

~~(3)~~ In the event the Lessee:

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~~(a)~~ does not respond to the Lessor's notice within the timeframe specified in paragraph (2); or

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~~(b)~~ the Lessee elects not to re-build the Premises at its own expense,

the Lessor may end this Lease by not less than 5 Business Days' notice to the Lessee.

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24. Notice

24.1 Form of Delivery

A Notice to a Party must be in writing and may be given or made:

- (a) by delivery to the Party personally; or
- (b) by addressing it to the Party and leaving it at or posting it by registered post to the address of the Party appearing in this Lease or any other address nominated by a Party by Notice to the other.

24.2 Service of Notice

A Notice to a Party is deemed to be given or made:

- (a) if by personal delivery, when delivered;

- (b) if by leaving the Notice at an address specified in **clause ~~24.1(b)~~23.1(b)**, at the time of leaving the Notice, provided the Notice is left during normal business hours; and
- (c) if by post to an address specified in **clause ~~24.1(b)~~23.1(b)**, on the second business day following the date of posting of the Notice.

24.3 Signing of Notice

A Notice to a Party may be signed:

- (a) if given by an individual, by the person giving the Notice;
- (b) if given by a corporation, by a director, secretary or manager of that corporation;
- (c) if given by a local government, by the CEO;
- (d) if given by an association incorporated under the *Associations Incorporation Act 2015*, by any person authorised to do so by the board or committee of management of the association; or
- (e) by a solicitor or other agent of the individual, corporation, local government or association giving the Notice.

25. Dispute Resolution

25.1 Determination by Expert

- (1) Unless otherwise provided in this Lease, if a dispute arises between the Lessor and the Lessee under a provision of this Lease either party may give a notice of dispute to the other (**Dispute Notice**).
- (2) A representative of the Lessor and representative of the Lessee must endeavour to resolve the dispute as soon as practicable, but if the dispute is not resolved within five (5) Business Days after service of the relevant Dispute Notice, either party may by written notice to the other party (**Referral Notice**) refer the dispute for written determination by a person (expert) appointed under **clause ~~25.224.2~~**.
- (3) The expert acts as an expert and not as an arbitrator.
- (4) The expert's determination is conclusive and binds both parties except in the case of a manifest error and matters of law.
- (5) The expert must practise in Western Australia.
- (6) The expert must have at least five (5) years current and continuous standing in the expert's profession at the date of appointment.
- (7) The Lessor and the Lessee may each be represented by a legal practitioner at any time during the determination of the dispute.
- (8) For the avoidance of doubt, the provisions of this clause shall not apply to a dispute under **clause ~~17.216.2~~**.

25.2 Appointment of Expert

- (1) If the parties cannot agree on an expert within ten (10) Business Days service of the relevant Referral Notice, either party may apply for the expert to be appointed as follows:
 - (a) for a matter of law, a practising barrister or solicitor appointed by the President of the Law Society of Western Australia;
 - (b) for a financial or accountancy matter, a practising chartered accountant appointed by the President of the Western Australian Regional Council of the Institute of Chartered Accountants in Australia; or
 - (c) for any other matter, a qualified person appointed by the senior officer of an appropriate association, institute, society or board.
- (2) If appropriate and if the parties agree, the dispute may be referred to a panel of experts representing more than one of the appropriate skills.

25.3 Expert's Fees

Each party must pay one half of the expert's fees and expenses, irrespective of the result of the determination.

25.4 Parties to Comply with Lease During Dispute

To the extent that the parties are able to do so, pending determination of the expert's decision they must continue to perform their obligations contained in this Lease.

25.5 Interlocutory Relief

Nothing in this clause prejudices the right of a party to institute proceedings to seek injunctive or urgent declaratory relief.

25.6 Payment of Amounts Payable to Date of Determination

The Lessee must pay the Amounts Payable without deduction to the date of the determination of the Expert or the date of an agreement between the parties whichever is the earlier, and if any money paid by the Lessee is not required to be paid within the terms of the determination of the Expert or by agreement between the parties, the Lessor will refund to the Lessee the monies paid.

26. Goods and Services Tax

26.1 Lessee must Pay

If GST is payable on the Basic Consideration or any part thereof or if the Lessor is liable to pay GST in connection with the lease of the **PremisesLand** or any goods, services or other Taxable Supply supplied under this Lease then, as from the date of any such introduction or application:

- (a) the Lessor may increase the Basic Consideration or the relevant part thereof by an amount which is equal to the GST Rate; and
- (b) the Lessee shall pay the increased Basic Consideration on the due date for payment by the Lessee of the Basic Consideration.

26.2 Increase in GST

If, at any time, the GST Rate is increased, the Lessor may, in addition to the GST Rate, increase the Basic Consideration by the GST Adjustment Rate and such amount shall be payable in accordance with this clause.

26.3 GST Invoice

Where the Basic Consideration is to be increased to account for GST pursuant to this clause the Lessor shall in the month in which the Basic Consideration is to be paid, issue a Tax Invoice which enables the Lessee to submit a claim for a credit or refund of GST.

27. No Absolute Caveat

The Lessee nor any person on behalf of the Lessee must not lodge any absolute caveat at Landgate against the Certificate of Title for the ~~Land~~Reserve.

28. Acts by Agents

All acts and things which the Lessor is required to do under this Lease may be done by the Lessor, the CEO, an officer or the agent, solicitor, contractor or employee of the Lessor.

29. Severance

If any part of this Lease is or becomes void or unenforceable, that part is or will be severed from this Lease to the intent that all parts that are not or do not become void or unenforceable remain in full force and effect and are unaffected by that severance.

30. Moratorium

The provisions of a statute which would but for this clause extend or postpone the date of payment of money, reduce the rate of interest or abrogate, nullify, postpone or otherwise affect the terms of this Lease do not, to the fullest extent permitted by law, apply to limit the terms of this Lease.

31. Further Assurance

The Parties must execute and do all acts and things necessary or desirable to implement and give full effect to the terms of this Lease.

32. Variation and Waiver

- (1) Subject to ~~clause 32.3.1~~(2), a provision of this Lease or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound.
- (2) Any waiver or variation of a provision of this Lease or right created under it is subject to the approval of the Minister for Lands under the *Land Administration Act 1997*.

33. Statutory Powers

The powers conferred on the Lessor by or under any statutes for the time being in force are, except to the extent that they are inconsistent with the terms and provisions expressed in this Lease, in addition to the powers conferred on the Lessor in this Lease.

34. Governing Law

This Lease is governed by and is to be interpreted in accordance with the laws of Western Australia and, where applicable, the laws of the Commonwealth of Australia.

35. Additional Terms, Covenants and Conditions

Each of the terms, covenants and conditions specified in **Item 10** of the Schedule are part of this Lease and are binding on the Lessor and the Lessee as if incorporated into the body of this Lease.

Schedule

Item 1 Reserve and Land and Premises

Land Reserve

Reserve 31884, Lot 503 on Deposited Plan 64265 being the whole of the land comprised in Crown Land Title Volume LR3157 Folio 670.

Premises Land

That part of the Land Reserve shown delineated and identified by the letter 'B' on the sketch annexed to this Lease as **Annexure 2** ~~and for the purpose of clarity includes all buildings, structures, alterations, additions and improvements on that part of the Land, or erected on that part of the Land during the Term.~~

Item 2 Term

21 years commencing on the Commencement Date and expiring on **[insert date]**.

Item 3 Further Term

Not applicable.

Item 4 Commencement Date

[insert date].

Item 5 Rent

One dollar (\$1.00) per annum plus GST payable on demand commencing on the Commencement Date. **[Rent to be confirmed]**

Item 6 Permitted Purpose

Community purposes and uses reasonably ancillary thereto.

Item 7 Public Liability Insurance

Twenty million dollars (\$20,000,000.00).

Item 8 Repainting Dates

Not applicable. **[To be confirmed]**

Item 9 Rent Review Dates

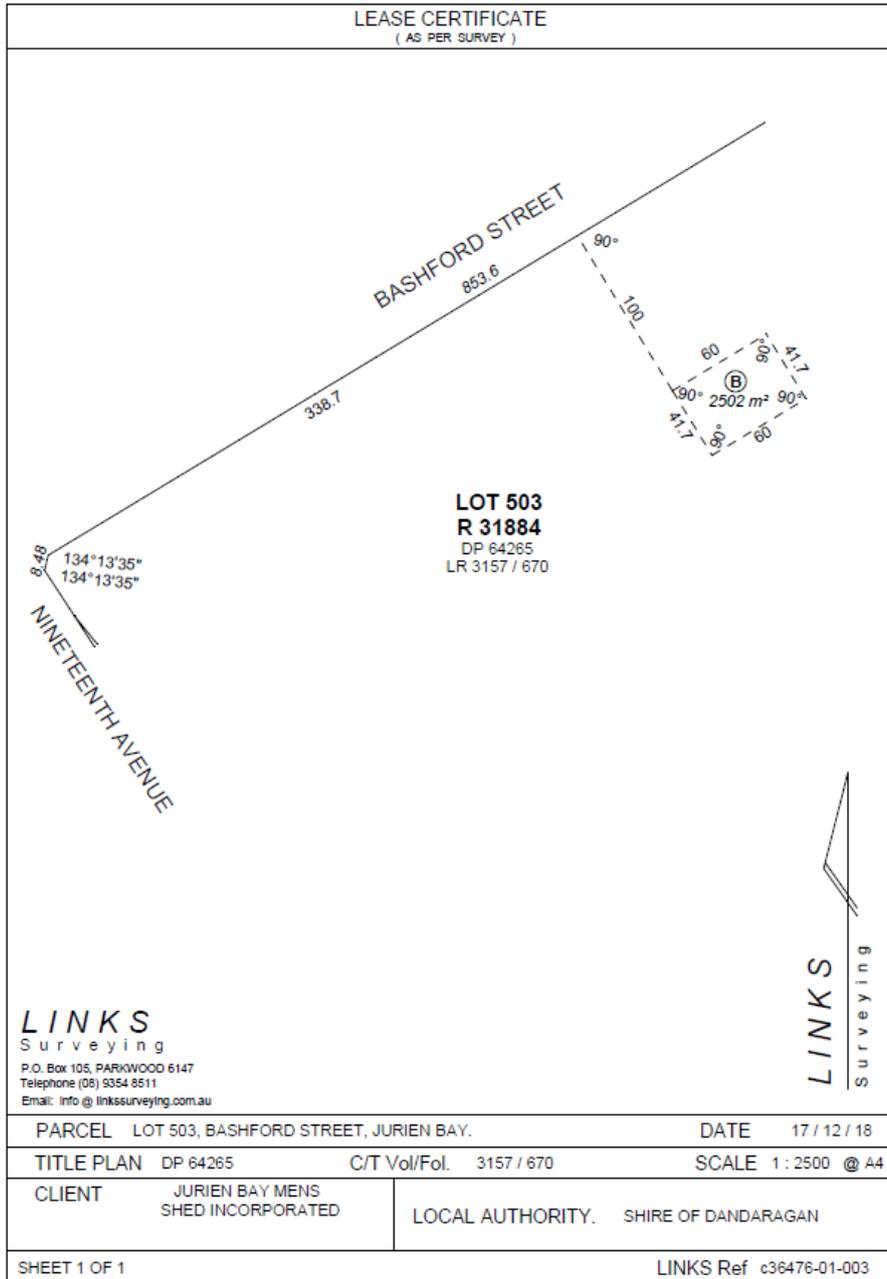
Not applicable. **[To be confirmed]**

Item 10 Additional Terms, Covenants and Conditions

Nil. [To be confirmed]

Annexure 1 – Minister for Lands' Consent

Annexure 2 – Plan of Premises Land



ATTESTATION SHEET

Executed by the parties as a Deed on the _____ day of _____ in the year 2018

LESSOR/LESSORS SIGN HERE (NOTE 10)

THE COMMON SEAL of the **Shire of Dandaragan** was hereunto affixed by authority of a resolution of the Council in the presence of:

Chief Executive Officer

(Print full name)

Shire President

(Print full name)

LESSEE/LESSEES SIGN HERE (NOTE 10)

THE COMMON SEAL of **JURIEN BAY COMMUNITY MEN'S SHED INC** (the **Lessee**) was hereunto affixed pursuant to the constitution of the Lessee in the presence of each of the undersigned each of whom hereby declares by the execution of this document that he or she holds the office in the Lessee indicated under his or her name-

Office Holder Sign

Office Holder Sign

Name:

Name:

Address:

Address:

Office Held:

Office Held:

INSTRUCTIONS

1. If insufficient space in any section, Additional Sheet, Form B1 should be used with appropriate headings. The boxed sections should only contain the words "see page..."
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.
4. Where issued, the Duplicate Certificate of Title is required to be produced or if held by another party then arrangements must be made for its production.

NOTES

1. **DESCRIPTION OF LAND**
Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.
Extent – Whole, part or balance of the land comprised in the Certificate of Title to be stated. If part, define by recital and/or sketch.
The Volume and Folio number to be stated.
2. **LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS**
In this panel show (subject to the next paragraph) those limitations, interests, encumbrances and notifications affecting the land being leased that are recorded on the certificate(s) of title:
(a) in the Second Schedule;
(b) If no Second Schedule, there are encumbrances.
(Unless to be removed by action or document before registration hereof)
Do not show any:
(a) Easement Benefits or Restrictive/Covenant Benefits; or
(b) Subsidiary interests or changes affecting a limitation, etc, that is to be entered in the panel (eg. if a mortgage is shown, do not show any partial discharges or any document affecting either).
The documents shown are to be identified by nature and number. The plan/diagram encumbrances shown are to be identified by nature and relevant plan/diagram. Strata/survey-strata plan encumbrances are to be described as "Interests on strata/survey-strata plan".
If none show "nil".
3. **LESSOR**
State the full name of the Lessor/Lessors (REGISTERED PROPRIETOR) as shown in certificate of title and the address/addresses to which future notices can be sent.
4. **LESSEE**
State full name of the Lessee/Lessees and the address/addressee to which future notices can be sent. If two or more state tenancy e.g. Joint Tenants, Tenants in Common. If Tenants in Common specify shares.
5. **TERM OF LEASE**
Must exceed 3 years.
Term to be stated in years, months and days or as the case may be. Commencement date to be stated. Options to renew to be shown.
6. **RECITE ANY EASEMENTS TO BE CREATED**
Here set forth any Easements to be created as appurtenant to the lease commencing with the words "together with" and/or any Reservations hereby created encumbering the lease commencing with the words "reserving to".
7. State amount in words.
8. State term of payment.
9. Insert any Covenants required.
10. **LESSOR/LESSEE EXECUTION**
A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

EXAMINED

OFFICE USE ONLY

LEASE

LODGED BY McLeods Barristers & Solicitors
 ADDRESS 220 Stirling Highway,
 Claremont WA 6010
 PHONE No. (08) 9383 3133
 FAX No. (08) 9383 4935
 REFERENCE No. DAND:43508
 ISSUING BOX No. 346K

PREPARED BY McLeods Barristers & Solicitors
 ADDRESS 220 Stirling Highway
 Claremont WA 6010
 PHONE No. (08) 9383 3133
 FAX No. (08) 9383 4935

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

TITLES, LEASES, DECLARATION ETC LODGED HERewith

1. _____ Received Items
2. _____ Nos
3. _____
4. _____
5. _____ Receiving Clerk
6. _____

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.



February 18 2019

Mr Brent Bailey
Chief Executive Officer
Shire of Dandaragan
Jurien Bay Administration Centre
PO Box 676
JURIEN BAY WA 6516

Dear Mr Bailey,

I am writing to you and the Shire of Dandaragan seeking financial support of \$10 000 for our upcoming performance of Opera in the Pinnacles presented by Act-Belong-Commit and with support from The Minderoo Foundation to be held on Saturday, April 27 within Nambung National Park.

West Australian Opera is the state's only professional opera company and is committed to making opera real, accessible and live throughout WA.

Our Opera in the Regions concert series was launched in 2017 as part WAO's 50th anniversary year it is an "unplugged" gala concert that features four opera singers accompanied by piano performing opera's 'greatest hits' and opens with a traditional Welcome to Country offered by a local indigenous elder.

Opera in the Pinnacles is a glorious evening of world class musicianship presented in the Pinnacles Desert at Nambung National Park within the Shire of Dandaragan and has become a highlight not only in our concert calendar but a firm favourite amongst regional and metropolitan patrons. Feedback from 2018 audiences include:

- *I went to Opera in the Pinnacles on the weekend. From someone who would have told you last week that I don't like opera, it was awesome!*
- *Amazing event! Thank very much for a gorgeous night among your amazing voices, the pinnacles and happy mates*
- *Brilliant performances. Our kids aged 7 and 9 absolutely loved it, so much so they insisted on a quick meet and greet with one of the performers.*

A feature for us as a Company is working with, and meeting local community members including:

- Staff from the Department of Biodiversity, Conservation and Attractions
- Staff from the Pinnacles Discovery Centre
- Cervantes Cultural Committee (onsite volunteers)
- Country Womens Association (provision of onsite catering)
- Cervantes branch of St John Ambulance

STREET ADDRESS

West Australian Opera
Level 3, His Majesty's Theatre
825 Hay Street, Perth WA 6000

POSTAL ADDRESS

Po Box 7052, Cloisters Square
Perth WA 6850
ABN 45 432 889 655

CONTACT US

PH: 08 9278 8999
Email: administration@waopera.asn.au
www.waopera.asn.au

In addition to last year's concert we also presented free incursions in three local schools

- Jurien Bay District High School
- Badgingarra Primary School
- Dandaragan Primary School

2019 potential economic benefits and leveraging opportunities for the Shire of Dandaragan include:

- Raising the profile of the Turquoise Coast as a cultural tourist destination
- Engaging with local providers such as The Lobster Shack
- Opportunity for Shire of Dandaragan CEO or President to speak at the performance
- Shire of Dandaragan to provide a list of guest to the event. This could include local councillors, ministers and government officials as well as those with a vested interest in the region.
- Promotion of the event beyond the performance through social media outlets
- West Australian Opera to provide incursion opportunities for local schools through our education and outreach program

West Australian Opera is grateful to the Shire of Dandaragan for their contribution and support of this program to date and welcome any queries in relation to planning and implantation of our proposed 2019 concert.

Yours Sincerely,



Terasa Letizia
Education Manager

STREET ADDRESS

West Australian Opera
Level 3, His Majesty's Theatre
825 Hay Street, Perth WA 6000

POSTAL ADDRESS

Po Box 7052, Cloisters Square
Perth WA 6850
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SCHEDULE OF SUBMISSIONS – LOCAL PLANNING POLICY 8.14: JURIEN BAY FORESHORE COMMERCIAL DEVELOPMENT PLAN

No.	Submitter	Comment/Concern	Shire Officer Response
1	Jurien Bay Chamber of Commerce	<p>1. The Chamber notes that the earlier “Preliminary Discussion Paper - Jurien Bay Foreshore Commercial Development Plan” sought to develop a plan for the activation of the foreshore with appropriate land uses and infrastructure. The proposed Local Planning Policy 8.14 Jurien Bay Foreshore Commercial Development Plan has narrowed from a strategic planning framework to focus on statutory permitting matters for proposals that are submitted to Council. The earlier submission stressed the need for proactive planning to achieve a foreshore café/restaurant, for which the Chamber remains willing to assist the Council to achieve.</p> <p>2. It is important that the policy recognise and support the role of the foreshore in holding events such as the Indian Ocean Festival and future active sports events that will be held on the Turquoise Way Path. It is recommended that a further objective be added as follows: <i>To recognise the established role of the foreshore as the key location in Jurien Bay for holding events, and the role of the Turquoise Way Path and foreshore in holding active sports events.</i> This will recognise that the foreshore is a multi-purpose space which has an economic development role along with a public amenity and recreation role.</p> <p>3. For your noting, the current LPP 8.12 indicates in 3.2.1. that ‘Mobile and Itinerant vendors who intend</p>	<p>1. The Local Planning Policy will assist in the procedural and governance aspects of the Shire’s development control responsibilities. Generally, and for the most part local planning policies are formulated within the legal framework prescribed by legislation and aligned with the strategic direction as set by the Council. Local planning policies are guidelines used to assist the local government in making decisions under their local planning scheme. Although local planning policies are not part of the scheme, they must be consistent with, and cannot vary, the intent of the scheme provisions. In considering an application for development approval, the local government must have due regard to relevant local planning policies as required under the scheme. Local planning policies aim at prescribing minimum standards acceptable to the Council in consideration of community sentiment for various types of development and land use. Additionally, these policies also aid in providing a foundation for delegation to be set in order to assist in streamlining the approval processes and establishing relative levels of compliance.</p>

		<p>to operate on the Jurien Bay Foreshore are required to comply with the following, in accordance with LPP 8.12:</p> <p style="padding-left: 40px;">a) Hold Development Approval by way of “Traders Permit Application Form”</p> <p>We note that this form relates to Local Government and Public Property Local Law, and cannot (as correctly indicated in draft LPP 8.14 Clause 3.2.2.) be said to also be a development approval.</p> <p>4. In 3.12.2, the number of additional ablution facilities required for licensed events anticipated to accommodate 500 people or more, appears overly burdensome and costly for event organisers, given that Indian Ocean Festival has only provided 10 additional water closets for many years and not had a problem with catering for the crowd it attracts. As pointed out previously, other than the public toilets in the Visitor Centre, no increased capacity in public ablutions has been afforded to the town of Jurien Bay since the opening of Indian Ocean Drive in 2010. The continued pragmatic application of Council discretion on a “case by case basis” in this area, is encouraged for larger events.</p>	<p>2. It is considered existing objectives address such matters.</p> <p>3. Noted. LPP8.12 will be reviewed in the near future. LPP8.14 has been worded to pre-empt future changes to LPP8.12.</p> <p>4. Noted. The listed table will be updated to reflect current abolition facilities required under the <i>Health (Public Buildings) Regulations 1992</i>.</p>
2	QG Martinson & NB Lewis 5 Heaton Street, Jurien Bay	<p>1. We support the general thrust of Council's Draft Local Planning Policy for the foreshore area as presently defined.</p> <p>2. We encourage Council to not charge fees to those groups who are undertaking organised fitness classes and similar (part of the character/atmosphere of beach front areas); however, fees should be levied against other commercial operators who are selling products to the market at large. Also, fees should not</p>	<p>1. Noted.</p> <p>2. Noted. Currently no fees are charge for community events. However, fees are discretionary charged for the operation of activity which exceeds a 48hr period or a series of dates for reward.</p> <p>3. Noted. This is the general intent of the Local Planning Policy.</p>

		<p>be charged to not for profit organisations for any activity on the foreshore reserve.</p> <p>3. Council should encourage such operations as the “Lions Markets” where the market is a regular periodic occurrence that will attract support from the townsite and tourists.</p> <p>4. Approved periodic uses for the foreshore precinct must not conflict with existing businesses within the Jurien townsite. We stress periodic uses, because permanent occupation by business concerns will detract from customer support of the Town Centre and further, provide a degree of visual pollution whereas people want to observe the ocean and beach.</p> <p>5. Council should encourage a “Carols by Candlelight” event each Christmas and such event to include a feature such as the controlled use of expired / surrendered flares. Perhaps the Sea Rescue organisation be encouraged to organise the event and further, encourage the schools to provide choirs for the night. Crayfish are topical at the moment – perhaps the night also includes a “crayfish” theme where patrons can purchase a crayfish meal (say crayfish in a roll?) that becomes a feature of the annual night?</p> <p>6. Council should install a roundabout at the Doust /Heaton Streets intersection to allow vehicles and particularly those vehicles towing caravans, to return south towards the jetty without using the northern section of Heaton Street and front lawns of houses, to turn around.</p>	<p>4. Noted. This is the general intent of the Local Planning Policy.</p> <p>5. Such an event is already run on an annual basis.</p> <p>6. Noted. This has been passed on to the Shire’s Community Development team to be considered under the Envision 2029 process.</p> <p>7. Noted. This has been passed on to the Shire’s Community Development team to be considered under the Envision 2029 process.</p>
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		<p>7. Finally, we encourage Council to extend the landscaping of the foreshore area to the northern end of Heaton Street but limit commercial and other activity to the existing area. The northern area as existing, is unsightly and a haven for dangerous reptiles and, is a fire hazard. An extension north of the landscaping will provide continuity to the overall foreshore area of this section of the Townsite.</p>	
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Policy No. 8.14	Adopted –	Amended –
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8.14 JURIEN BAY FORESHORE COMMERCIAL DEVELOPMENT PLAN

1.0 PURPOSE

The purpose of the Jurien Bay Foreshore Commercial Development Plan is to achieve a vibrant and active Jurien Bay Foreshore area that will attract tourism and commercial activity to Jurien Bay, whilst balancing the potential conflicts between commercial and public use of the Foreshore.

2.0 OBJECTIVES

- Activation of the Jurien Bay Foreshore recognising that while public open space is high priority and should not be compromised, people want amenities and activities that enhance their experience of the Foreshore.
- Provide specific guidance on the requirements for the operation of commercial and community land uses on the Jurien Bay Foreshore.
- Encourage commercial operators to operate in locations that support the activation of the Jurien Bay Foreshore, while complementing the existing businesses within the Jurien Bay City Centre.
- Identify the preferred locations for particular activities and to regulate the intensity of commercial activities on the Jurien Bay Foreshore.
- The effective use and management of the Jurien Bay Foreshore resulting in a space that is people focused which promotes health and wellbeing through active and passive recreation.

3.0 POLICY STATEMENT

3.1 Application of Policy

This Policy only applies to commercial and community land uses operating in the Jurien Bay Foreshore. For the purpose of the Jurien Bay Foreshore Commercial Development Plan, the Foreshore comprises the reserved land immediately abutting the seaward side of Grigson Street and Heaton Street, extending from Cook Street to the south to Doust Street to the north (portion of Reserve 28541 and Reserve 26939), as shown on the **Policy Area Map**.

Land uses considered by the Policy include:

- Commercial use of permanent or transportable structures;
- Mobile vendors (e.g. food trucks/ice cream vans);
- ‘Pop up’ restaurants/bars and other seasonal or temporary commercial uses;
- Adventure tour and hire businesses;
- Annual, occasional or regularly scheduled community events (e.g. markets and fairs);
- Personal trainers and organised group fitness classes;
- Concerts; and
- Annual cultural and sporting events.

This policy should be read in conjunction with the Shire of Dandaragan’s *Local Planning Policy 8.12 – Mobile and Itinerant Vendors and Commercial Activities on Reserved Land (Including Foreshore)* (LPP 8.12).

3.2 Approvals, Permits and Licensing

3.2.1. Mobile and Itinerant vendors who intend to operate on the Jurien Bay Foreshore are required to comply with the following, in accordance with LPP 8.12:

- a) Hold a valid Trading in Public Places Permit / Itinerant Food Vendors Permit granted by the Shire of Dandaragan;
- b) Hold a current *Food Act 2008* Certificate of Registration from a Western Australian Local Government if the vendor operates a Food Stall; and
- c) Obtain any other relevant approvals e.g. a Commercial Operations Licence from the Department of Biodiversity, Conservation and Attraction for use of the Jurien Bay Marine Park.

3.2.2. Development approval is required for uses where:

- a) Permanent or transportable structures are proposed; or
- b) The operation of the proposed activity is to exceed a 48 hour period or a series of dates, at the Shire's discretion.

3.2.3. Where required, a development application should be submitted to the Shire at least a month prior to the intended operation date, and should be accompanied by:

- a) A completed Shire of Dandaragan Application for Development Approval Form;
- b) Full details of the type of goods or services to be offered;
- c) A site plan demonstrating the location of the proposed operation;
- d) Floor plans and elevations of any proposed structure(s);
- e) Details of the times and dates of operation sought;
- f) Evidence of public liability insurance cover to the value of \$20 million; and
- g) Any other such information as may be required by the Shire to consider the Application.

3.2.4. Applications for community events and weddings should be made to the Shire of Dandaragan's Community Development Department via a completed Public Events or Wedding Application form and in accordance with the requirements set out in the Shire's Public Events Support Information Sheet.

3.3 Fees

3.3.1. All operators are required to pay the relevant Council adopted application costs listed within the Shire's *Schedule of Fees and Charges*.

3.3.2. Not-for-profit community groups and charities are exempt from fees and charges.

3.4 Leases

3.4.1. The Shire of Dandaragan has the power to lease portions of the Foreshore for a maximum period of 21 years.

3.4.2. The granting of Foreshore leaseholds will generally only be considered for the paved area adjacent the Jurien Bay Jetty within Activity Area 1 of this Policy for permanent or transportable structures.

3.4.3. Leasehold proposals will be subject to the procedures of section 3.58 of the *Local Government Act 1995* - Disposing of property.

3.5 Location and Siting

3.5.1. The approved commercial activity areas (Activity Area 1 and Area 2) within the Jurien Bay Foreshore available for commercial activity are shown on the **Policy Area Map**. Existing community infrastructure is shown on the plan for reference.

3.5.2. Activity Area 1 is intended to accommodate all of the commercial uses such as seasonal community events and markets, recreational based commercial activities, as well as the use of permanent and transportable structures as part of lease agreements in accordance with clause 3.4.

3.5.3. Activity Area 2 is intended to accommodate the civic and passive use of fixed public recreational infrastructure located within this area.

3.5.4. All vendors are to locate and operate in accordance with their, but not limited to, development approval conditions, traders permit conditions and/or user agreements as per LPP 8.12.

3.5.5. The Shire of Dandaragan reserves the right to make any approved location unavailable for a set period of time for community events, infrastructure works or any other reason the Shire deems necessary.

3.6 Waste Management

3.6.1. All operators are to demonstrate that all waste produced as a result of the operation of their activity is appropriately managed to the satisfaction of the Shire in accordance with clause 15 of Shire's *Community Amenities, Recreation and Culture Policy 6.3: Waste Management*.

3.7 Trading Hours

3.7.1. Trading in the Foreshore is generally permitted to occur between the hours of 7.00am to 8.00pm each day of the week.

3.7.2. Variations to these trading hours may be considered by the Shire during the relevant assessment stage.

3.7.3. Permitted trading hours shall be included on any approval or permit issued by the Shire.

3.8 Liquor Licensing

3.8.1. Applications that include the sale or provision of alcohol may be required to obtain one or both of the following:

- a) Liquor Licence issued by the Department of Racing, Gaming and Liquor; and/or
- b) A Consumption of Alcohol Permit issued by the Shire of Dandaragan.

3.9 Noise

3.9.1. All activity must comply with noise levels set out in the *Environmental Protection (Noise) Regulations 1997*.

3.9.2. Variations to the Noise Regulations may be considered by the Shire's

Environmental Health Officer, at least 60 days prior to the event.

3.10 Advertising

3.10.1. In the case of mobile vendors, all advertising is to be fitted to the primary vehicle or immediately adjacent to the approved trading area. In addition, one temporary A-frame sign will be permitted for all operators where:

- a) It is located within 75m of the location of the business;
- b) It does not exceed any dimension of 1m or an area of 1m² on any side; and
- c) It is not sited on a main thoroughfare or as to obstruct any pedestrian traffic.

3.10.2. In the case of events, detached signage shall only be permitted for the event holder and not the individual stallholders.

3.11 Power

3.11.1. Mobile vendors shall provide their own power supply unless otherwise approved by the Shire.

3.11.2. Temporary wiring shall not be permitted to be laid on the ground or accessible to the public unless it is adequately protected or positioned in such a manner that is not considered a safety hazard.

3.11.3. Generators are to be installed in accordance with the relevant standards, and should be positioned to ensure supervision at all times.

3.12 Ablution Facilities

3.12.1. Existing ablution facilities within the Jurien Bay Foreshore are illustrated on the **Policy Area Map**.

3.12.2. Events which are anticipated to accommodate more than 500 people shall generally provide the ablution facilities set out in **Appendix 1**, in accordance with Appendix 7A – Recommended toilet facilities for temporary events of the *Guidelines on the Application of the Health (Public Buildings) Regulations*.

3.13 Other Management Considerations

3.13.1. Specific management requirements shall be detailed on the relevant approvals or permits issued by the Shire.

4.0 DEFINITIONS

Itinerant means a person who travels along a road looking for customers and who sells, hires or provides a product or service from a vehicle which is parked temporarily to customers who stop the vendor or come to the vendor while the vehicle is parked.

Mobile means working in one place for a short period of time and then moving on to operate in another place.

Pop-up means a seasonal or temporary hospitality land use activity.

Public Place includes a road or place which the public are allowed to use, whether or not the road or place is on private property.

Permanent Structure means any building that has a permanent foundation, solid load bearing walls, and is solid in its built form.

Stallholder means a person owning or running a stall at a market.

Temporary Use means a use that is in existence for less than 48 hours, or a longer period agreed by the local government, in any 12 month period.

Trading Area means the approved or permitted individual operating area, as granted by the Shire of Dandaragan.

Transportable Structure means any building that is brought to a property, held in place primarily by its own mass or affixed to the ground and includes, but not limited to, sea containers, decommissioned railway carriages, transport conveyances and prefabricated buildings.

Vendor means someone who promotes, exchanges or hires goods or services for money.

5.0 LEGISLATION RELEVANT TO THIS POLICY

- Local Planning Scheme No.7
- Local Planning Policy 8.12: Mobile and Itinerant Vendors and Commercial Activities on Reserved Land
- Local Government Property Local Law
- Activities on Thoroughfares and Trading in Thoroughfares and Public Places Local Law
- Policy 6.3: Waste Management
- Local Government Act 1995
- Environmental Protection (Noise) Regulations 1997
- Food Act 2008
- Liquor Control Act 1988
- Health (Public Buildings) Regulations 1992

6.0 APPENDIX 1 – RECOMMENDED TOILET FACILITIES FOR TEMPORARY EVENTS

Total Attendance	Male Facilities			Female WC's	Hand Basins	
	WC's	Urinals Trough or wall hung			Male	Female
Up to 1000	2	1.5 Metres	3	5	1	1
1000 – 2000	3	3 Metres	6	10	2	2
2000 – 3000	4	4.5 Metres	9	15	3	3
3000 – 4000	5	6 Metres	12	20	4	4
4000 – 5000	6	7.5 Metres	15	25	5	5
5000 – 6000	7	9 Metres	18	30	5	6
6000 – 7000	8	10.5 Metres	21	35	6	7
7000 – 8000	9	12 Metres	24	40	7	8
8000 – 9000	10	13.5 Metres	27	45	8	9
9000 – 10000	11	15 Metres	30	50	9	10
10000 – 11000	12	16.5 Metres	33	55	9	11
11000 – 12000	13	18 Metres	36	60	10	12
12000 – 13000	14	19.5 Metres	39	65	11	13
13000 – 14000	15	21 Metres	42	70	12	14
14000 – 15000	16	22.5 Metres	45	75	13	15
15000 – 16000	17	24 Metres	48	80	13	16
16000 – 17000	18	25.5 Metres	51	85	14	17
17000 – 18000	19	27 Metres	54	90	15	18
18000 – 19000	20	28.5 Metres	57	95	16	19
19000 – 20000	21	30 Metres	60	100	17	20
20000 – 21000	22	31.5 Metres	63	105	17	21
21000 – 22000	23	33 Metres	66	110	18	22
22000 – 23000	24	34.5 Metres	69	115	19	23
23000 – 24000	25	36 Metres	72	120	20	24
24000 – 25000	26	37.5 Metres	75	125	21	25
25000 – 26000	27	39 Metres	78	130	21	26
26000 – 27000	28	40.5 Metres	81	135	22	27
27000 – 28000	29	42 Metres	84	140	23	28
28000 – 29000	30	43.5 Metres	87	145	24	29
29000 – 30000	31	45 Metres	90	150	25	30

Females increase at the rate of 1 WC per 100 Females.

Males increase at the rate of 1 WC per 500 males plus 1.5 metres urinal or 3 urinals Per 500 males. (This table uses 500mm as 1 urinal space – BCA uses 600 mm).

Hand wash basins 1 per 5 WC's or urinals.

These figures are for events where alcohol is available.

Duration of event

More than 8 hours

6 hours but less than 8 hours

4 hours but less than 6 hours

Less than 4 hours

If no alcohol then reduce the above table by

Be flexible – Utilise experience to ascertain the relevance of this table to your events.

Percentage of the table values

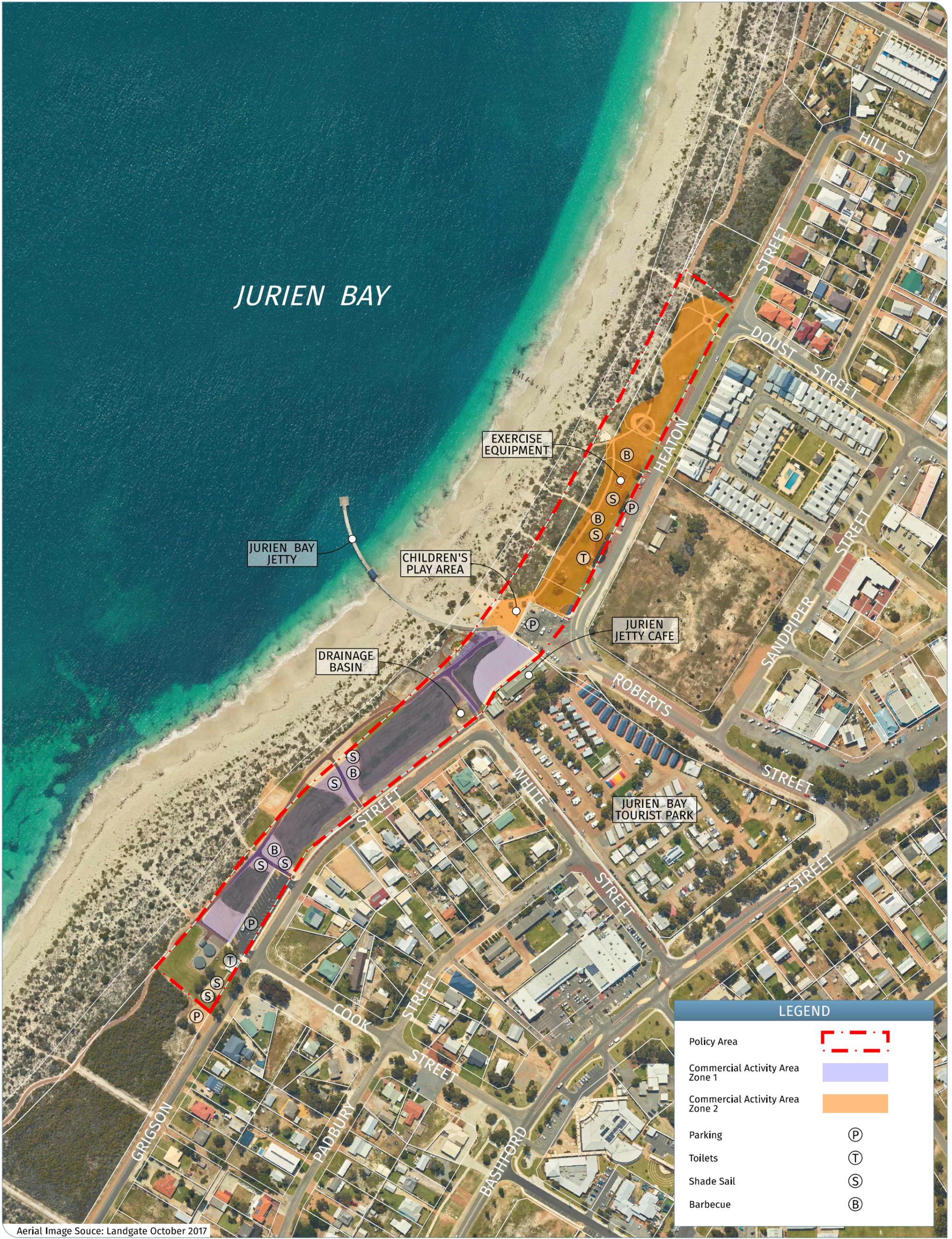
100%

80%

75%

70%

50%



Aerial Image Source: Landgate October 2017

LEGEND	
Policy Area	
Commercial Activity Area Zone 1	
Commercial Activity Area Zone 2	
Parking	(P)
Toilets	(T)
Shade Sail	(S)
Barbecue	(B)

Jurien Bay Foreshore Commercial Development Plan

Policy Area Map

Plan No. | 21224-04
 Date | 05/11/18
 Drawn | JW
 Checked | MM
 Revision | B

PERTH & FORRESTDALE:
 Lvl 1, 252 Fitzgerald St
 PERTH WA 6000
 1/2 Hensbrook Loop,
 FORRESTDALE WA 6112
 T: 08 9495 1947
 E: metro@harleydykstra.com.au

ALBANY | BUNBURY | BUSSELTON | FORRESTDALE | PERTH

Scale | 1:3000@A3

0 40m 80m

NOTE: This plan has been prepared for planning purposes. Areas, Contours and Dimensions shown are subject to survey

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**Schedule of fees & charges payable under Local Planning Policy
8.14: Jurien Bay Foreshore Commercial Development Plan**

Development Application	
Where the estimated cost of development is <ul style="list-style-type: none"> • \$50,000 • \$50,000 - \$500,000 • More than \$500,000 - \$2,500,000 • More than \$2,500,000 - \$5,000,000 • More than \$5,000,000 - \$21,500,000 • More than \$ 21,500,000 	<ul style="list-style-type: none"> • \$147 • 0.32% of the estimated cost of the development • \$1,700 + 0.257% for every \$1 in excess of \$500,000 • \$7,161 + 0.206% for every \$1 in excess of \$2,500,000 • \$12,633 + 0.123% for every \$1 in excess of \$5,000,000 • \$34,196
Itinerant Food Vendors Permit / Trading in Public Places Permit	
<ul style="list-style-type: none"> • 1 month • 12 month • Food Act 2008 Certificate of Registration 	<ul style="list-style-type: none"> • \$100* • \$600* • \$100
Commercial Recreational Use of Reserves	
<ul style="list-style-type: none"> • Agreement preparation fees • Reserve User fee 	<ul style="list-style-type: none"> • \$150 • \$600*
Community Events & Weddings	
No fees applicable	N/A
* for the first two years the fee is set at 50% of the stated amount as an encouragement to establish new businesses in the Shire.	

R1132 Rev 0

February 2019

Aliceville Pty Ltd

**Lot 62 Roberts St, Jurien Bay
Coastal Hazard Risk Management & Adaptation Plan**

marinas

boat harbours

canals

breakwaters

jetties

seawalls

dredging

reclamation

climate change

waves

currents

tides

flood levels

water quality

siltation

erosion

rivers

beaches

estuaries

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K1571, Report R1132 Rev 0 Record of Document Revisions

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A	Updated & Issued for Client Use	A Clapin	C Doak	C Doak	12/02/2019

Form 035 18/06/2013

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1. Introduction

Lot 62 Roberts St (Lot 62) is located on the Western Australia coastline in Jurien Bay, approximately 200 km north of Perth, and within the Shire of Dandaragan (Shire).

Lot 62 is situated immediately landward of Heaton St and Dobbyn Park, a popular area of the Jurien Bay foreshore. The locality of Lot 62 is shown in Figure 1.1.



Figure 1.1 Lot 62 Roberts St, Jurien Bay Location

Current development at Lot 62 is limited to two buildings and a shed, which are relatively degraded and not currently in use. The site is approximately 2.2 ha and is predominantly vacant, with some trees adjacent to the existing buildings.

Aliceville Pty Ltd own Lot 62 and are developing plans to create an exciting new Hotel and Residential Resort. Aliceville recognise the demand for a tourism development within the area and plan to address this by providing world class facilities that are accessible to a wide range of visitors. If economically feasible, the delivery of the Hotel and Residential Resort will result in a much needed approximately \$22.5 million investment into the local community, with corresponding increases in tourist patronage to the region.

The vision for the development is to create an iconic and memorable destination that protects and enhances the existing natural and social values and character of the coastal site. The current plans for the Hotel and Residential Resort feature a hotel at the western corner, a range of other accommodation types, a fitness centre, a bar, two restaurants, swimming pools, an outdoor cinema and a tennis court.

Furthermore, it is intended that the Hotel and Residential Resort will:

- interpret the high standard of marine and terrestrial activities in the region to encourage length of stay;
- provide a range of accommodation types for families and domestic and international visitors;
- provide large landscaped areas and open spaces for guests to relax and play; and
- be capable of satisfying high end escorted coach travellers, fly-in guests and weddings/functions.

The above outcomes will help to increase the level of tourist patronage in the region, which will have a direct benefit to the local economy. The concept plans for the Hotel and Residential Resort can be summarised by the Lawrence Scanlan & Associates Pty Ltd (2011) site plans shown in Figures 1.2 and 1.3.

The basement and first level site plan layouts are shown in Figure 1.2 (left) and 1.2 (right) respectively. The main focus of this assessment, the ground level, is shown by the site layout plan in Figure 1.3.

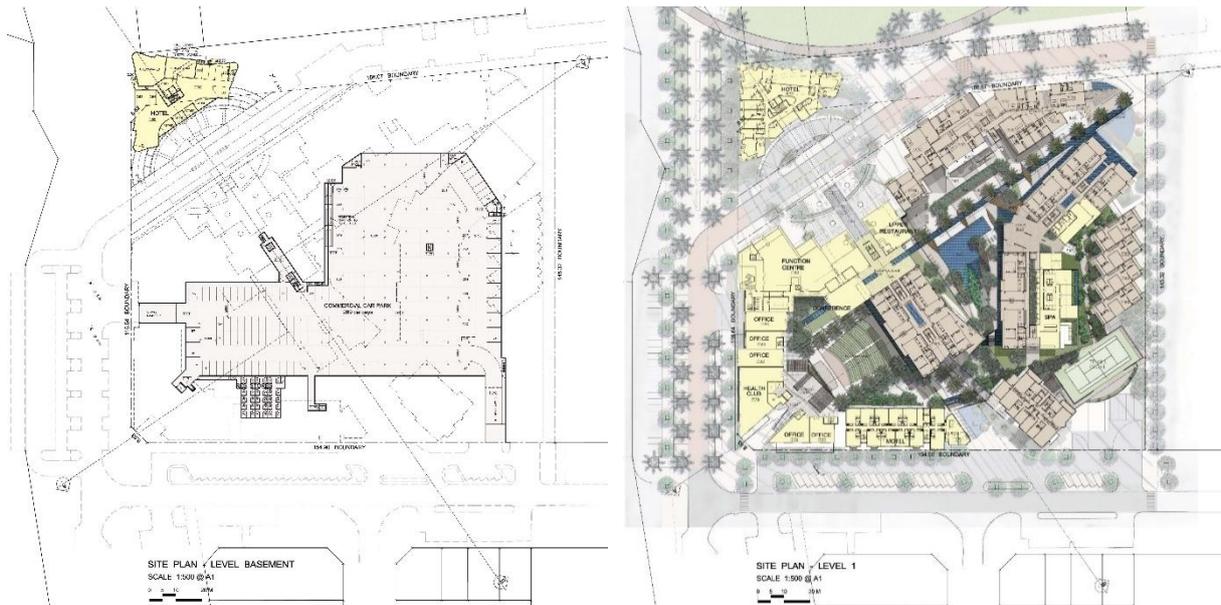


Figure 1.2 Hotel & Residential Resort Basement (Left) & First Level (Right)



Figure 1.3 Hotel & Residential Resort Ground Level

m p rogers & associates pl

As the proposed Hotel and Residential Resort has a coastal frontage (refer to Figure 1.1), the risks posed to the site from coastal hazards need to be considered both now and into the future. Notwithstanding the potential risks, Aliceville is committed to pursuing the development of the Hotel and Residential Resort if it is economically feasible. Development at this location will provide a world class destination with accommodation and amenities suitable for a diverse range of tourists and visitors, which will help boost the Western Australian tourism industry.

1.1 Coastal Hazard Assessment Requirements

Within Western Australia, State Planning Policy 2.6: State Coastal Planning Policy (SPP2.6; WAPC 2013) provides guidance on the assessment of coastal hazard risks for assets or infrastructure located near to the coast. The objectives of SPP2.6 are wide ranging, however a key component of SPP2.6 is to provide focused areas of the coast for use by the public to access and enjoy the coastal amenity that is inherent to the Western Australian lifestyle. This includes allowing for tourism developments at appropriate locations through provision of access to the foreshore reserve in these areas. Table 1.1 provides further details of how the proposed Hotel and Residential Resort is consistent with the stated objectives of SPP2.6.

Table 1.1 Alignment of the Proposed Development with SPP2.6 Objectives

SPP2.6 Policy Objective	Details of Proposed Hotel & Residential Resort Development
<p>1. Ensure that development and the location of coastal facilities takes into account coastal processes, landform stability, coastal hazards, climate change and biophysical criteria.</p>	<p>The Coastal Hazard Assessment (GHD 2015), discussed in Section 3 of this report, assessed the coastal processes for the relevant Jurien Bay shoreline surrounding the proposed Hotel and Residential Resort development.</p> <p>The concept designs for the Hotel and Residential Resort produced by Lawrence Scanlan & Associates have considered the Coastal Hazard Assessment completed for Jurien Bay and adopted preliminary recommendations made as part of this CHRMAP process. This has included, for example, assigning finished floor levels based on the potential inundation levels over relevant planning timeframes.</p>
<p>2. Ensure the identification of appropriate areas for the sustainable use of the coast for housing, tourism, recreation, ocean access, maritime industry, commercial and other activities.</p>	<p>The proposed Hotel and Residential Resort is located within the Experience Perth tourism brand reach. It is connected with Australia’s Coral Coast to its north (from Cervantes to Ningaloo) via Indian Ocean Drive and the Brand Highway.</p> <p>Jurien Bay and it’s surrounds currently lacks the significant high end tourism development for national and international visitors, which is available throughout the southwest region.</p> <p>In 2011, Jurien Bay was selected as one of nine inaugural ‘SuperTowns’ under the Royalties for Regions Regional Centres Development Plan (SuperTowns) initiative. Under this plan, Jurien Bay is identified as having the potential to develop into a Regional City with a population of over 20,000. To enable growth in Jurien Bay, tourism developments such as the proposed Hotel and Residential Resort are required for the local economy.</p> <p>Tourism Western Australia (2013) have also recognised and registered the proposed Hotel and Residential Resort as a “Significant Tourist Accommodation Development” within Australia’s Coral Coast.</p> <p>With the sustained growth of the northwest Perth Metropolitan region and limited high end tourism facilities available surrounding Jurien Bay, Aliceville recognise the opportunities and plan to deliver a world class destination. Preliminary investigations and consultation have been met with strong support.</p>
<p>3. Provide for public coastal foreshore reserves and access to them on the coast.</p>	<p>The concept plans for the Hotel and Residential Resort development include public parking along Heaton and Roberts St as well as formal access to the foreshore reserve and Dobbyn Park.</p>
<p>4. Protect, conserve and enhance coastal zone values, particularly in areas of landscape, biodiversity and ecosystem integrity, indigenous and cultural significance.</p>	<p>The concept design recognises the strong support for retaining public access to the beaches and foreshore reserve as well as preserving coastal dunes and vegetation for future generations. These coastal values were identified by the wider Shire CHRMAP (Cardno 2018) as discussed further in Section 2.5 of this report.</p>

The guidance on the assessment of coastal hazard risk is provided within SPP2.6 in the form of a methodology to assess the potential extent of coastal hazard impacts, as well as for the development of a Coastal Hazard Risk Management and Adaptation Plan (CHRMAP). Further details in this regard are also provided in the CHRMAP Guidelines (WAPC 2014).

The key requirement of a CHRMAP is to develop a risk based adaptation framework for assets or infrastructure that could be at risk of impact from coastal hazards over the relevant planning timeframe. Importantly, the balance of these risks needs to be considered with reference to the expected lifetime of the assets or infrastructure.

To provide guidance regarding the risks posed by coastal hazards, Aliceville engaged specialist coastal and port engineers, M P Rogers & Associates Pty Ltd (MRA), to complete a CHRMAP for the proposed Hotel and Residential Resort development. This CHRMAP covers the following key items:

- Establishment of context.
- Coastal hazard identification and vulnerability.
- Risk analysis and evaluation.
- Risk management and adaptation planning.
- Implementation planning.

Details regarding each of these items will be provided in this report.

2. Context

2.1 Purpose

The potential vulnerability of the coastline and the subsequent risks to the community, economy and environment needs to be considered for any coastal development.

SPP2.6 requires that the responsible management authority or development proponent prepares a CHRMAP where an existing or proposed development may be at risk from coastal hazards over the planning timeframe. The main purpose of the CHRMAP is to define areas of the coastline which could be vulnerable to coastal hazards and to outline the preferred approach for the monitoring and management of these hazards where required.

A CHRMAP can be a powerful planning tool to help provide clarity to existing and future developers, users, managers or custodians of the coastline. This is done by defining levels of risk exposure, management practices and adaptation techniques that the development proponent, with agreement from the appropriate management authority, considers acceptable in response to the present and future risks posed by coastal hazards.

Specifically, the purpose of this CHRMAP is as follows:

- Confirm the specific extent of coastal hazards in relation to the proposed Hotel and Residential Resort development assets.
- Outline the coastal hazard risks associated with the Hotel and Residential Resort development and how these risks may change over time.
- Establish the basis for present and future risk management and adaptation, which will be used to inform the proposed Hotel and Residential Resort development.
- Provide guidance on appropriate future management and adaptation planning for the proposed Hotel and Residential Resort, including monitoring.

2.2 Objectives

The key objectives of this plan are as follows:

- Inform the Hotel and Residential Resort design development by providing appropriate guidance to the proponents and key stakeholders with respect to the management of coastal hazards.
- Ensure the proponent and key stakeholders understand the potential likelihood, consequence and subsequent risks to assets within the proposed development being impacted by coastal hazards over each planning horizon.
- Outline the required coastal adaptation approach in a project specific Implementation Plan for the proponent and that is acceptable to key stakeholders.

2.3 Scope

The *CHRMAP Guidelines* (WAPC 2014) provide a specific framework for the preparation of a CHRMAP. This is outlined in the flowchart presented in Figure 2.1, which shows the risk management and adaptation process.

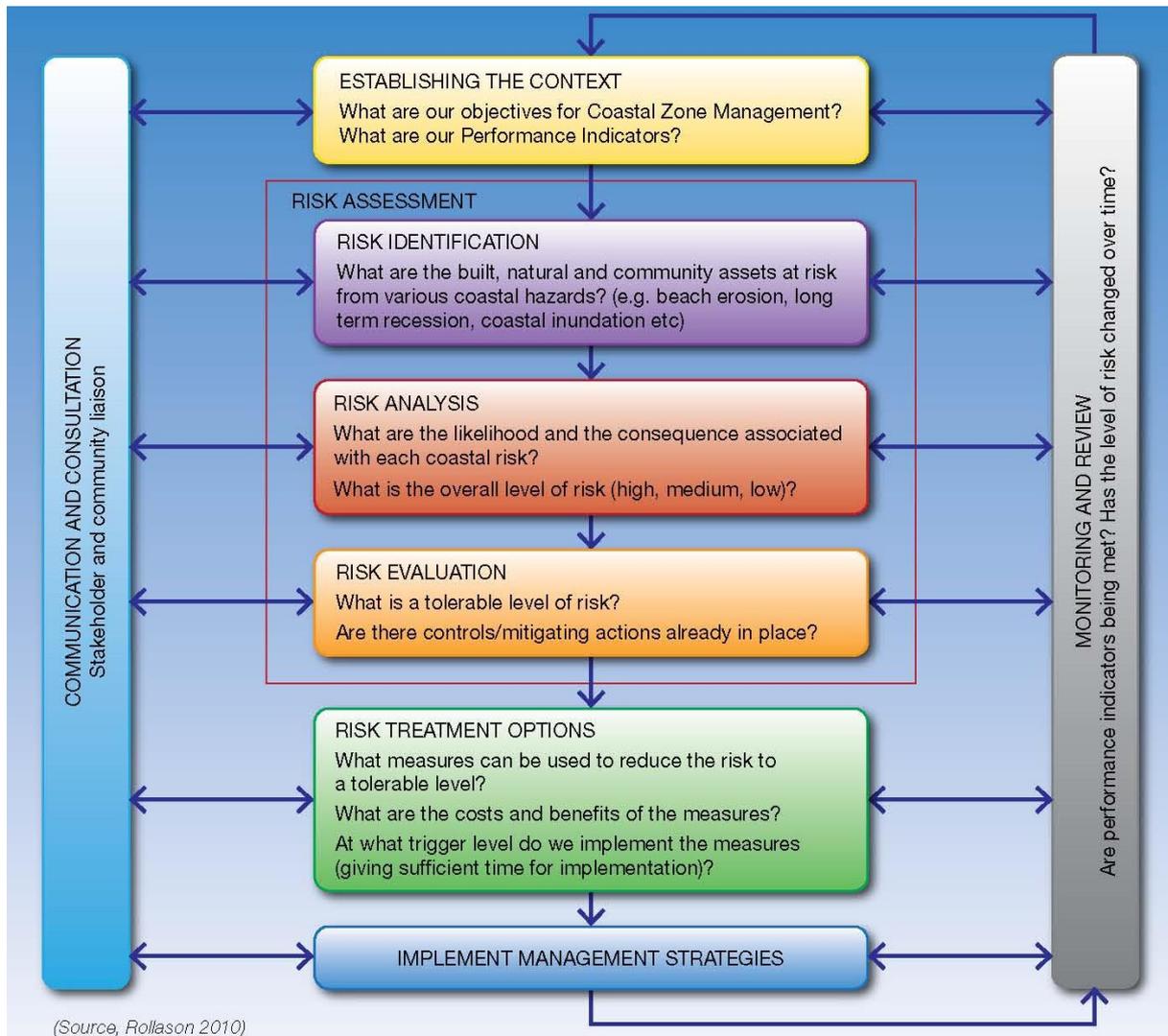


Figure 2.1 Risk Management & Adaptation Process Flowchart (WAPC 2014)

As presented in the flowchart, the process for the development of a meaningful CHRMAP requires a number of fundamental inputs. These inputs enable the assessment and analysis of risk, which should ultimately be informed by input received from key stakeholders, to help shape the subsequent adaptation strategies.

The management of coastal hazard risk associated with the proposed Hotel and Residential Resort development will be required to present a proposed adaptation plan that is acceptable to the stakeholders. As a result, the approach that has been taken for this plan is to develop a management methodology that allows for flexibility into the future.

The development of the adaptation plan will be informed by the assessment of the coastal erosion and inundation hazards at the site. The identification of the coastal erosion and inundation hazards at the proposed Hotel and Residential Resort is presented within Section 3 of this report.

This CHRMAP will consider the potential risks posed by coastal hazards over a range of horizons covering the 100 year planning timeframe, as required by SPP2.6 for development on the coast.

Intermediate planning horizons will also be considered in order to assess how risk profiles may change in the future and to inform the requirement for adaptation strategies. This is particularly significant where these intermediate planning horizons more closely align to the expected service lives of the proposed development assets. The intermediate planning horizons that will be considered in this CHRMAP are based on the available erosion hazard line horizons, discussed in Section 3.1, and are listed below.

- Present day.
- 2030.
- 2070.
- 2110.

Based on the results of the risk assessment, risk mitigation strategies will be developed, where required, in order to provide a framework for future management. However, it is important to realise that the risk assessment will be based on the outcomes of the coastal vulnerability assessment, which by their nature, are justifiably conservative. This is due to the uncertainty around coastal dynamics when predicting impacts over long timeframes. As a result, the framework for future risk management strategies should be considered to be a guide of future requirements.

The actual requirement for implementation of these management actions should ultimately be informed by a coastal monitoring regime. The purpose of this coastal monitoring regime is to identify actual changes in the shoreline or sea level that could alter, either positively or negatively, the risk exposure of the proposed assets and infrastructure. A recommended coastal monitoring regime is included within the Implementation Plan, presented within Section 8.4 of this report.

2.4 The Site

The proposed Hotel and Residential Resort is located on the Jurien Bay coastline, approximately 200 km north of Perth and within the Shire. Situated between Cervantes to the south and Green Head to the north, Jurien Bay is connected with Australia's Coral Coast via Indian Ocean Drive and the Brand Highway. Jurien Bay has a relatively small permanent population of almost 2,000 people (ABS 2016), however is a popular tourist destination with a range of activities on offer including swimming, fishing, snorkelling, surfing, walking, kitesurfing, skydiving and sightseeing.

The shoreline fronting the Jurien Bay townsite is relatively well protected by the adjacent fringing reef and groups of offshore islands. The beach receives waves averaging less than 0.5 m, which combined with the fine beach sand, maintain a wide low gradient beach and inshore area (Short 2006). The extent of the reef, islands and shallow nearshore area surrounding the site is best illustrated on the local nautical chart, an extract from which is provided in Figure 2.2.



Figure 2.2 Extract from Local Nautical Chart (WA 947)

The long-term stability of the geomorphic landform at Island Point, south of Lot 62 (refer to Figure 2.2) is dependent on the ongoing supply of sand that originates in the lee of the offshore island chain (GHD 2015).

The Jurien Bay townsite, encompassing the proposed Hotel and Residential Resort, is located within Secondary Sediment Cell 6 - Grey to Middle Head, as identified in Stul et al (2014) and presented in Figure 2.3. The coastal hazard assessment and adaptation strategies presented by this CHRMAP consider this entire sediment cell, as recommended in SPP2.6.

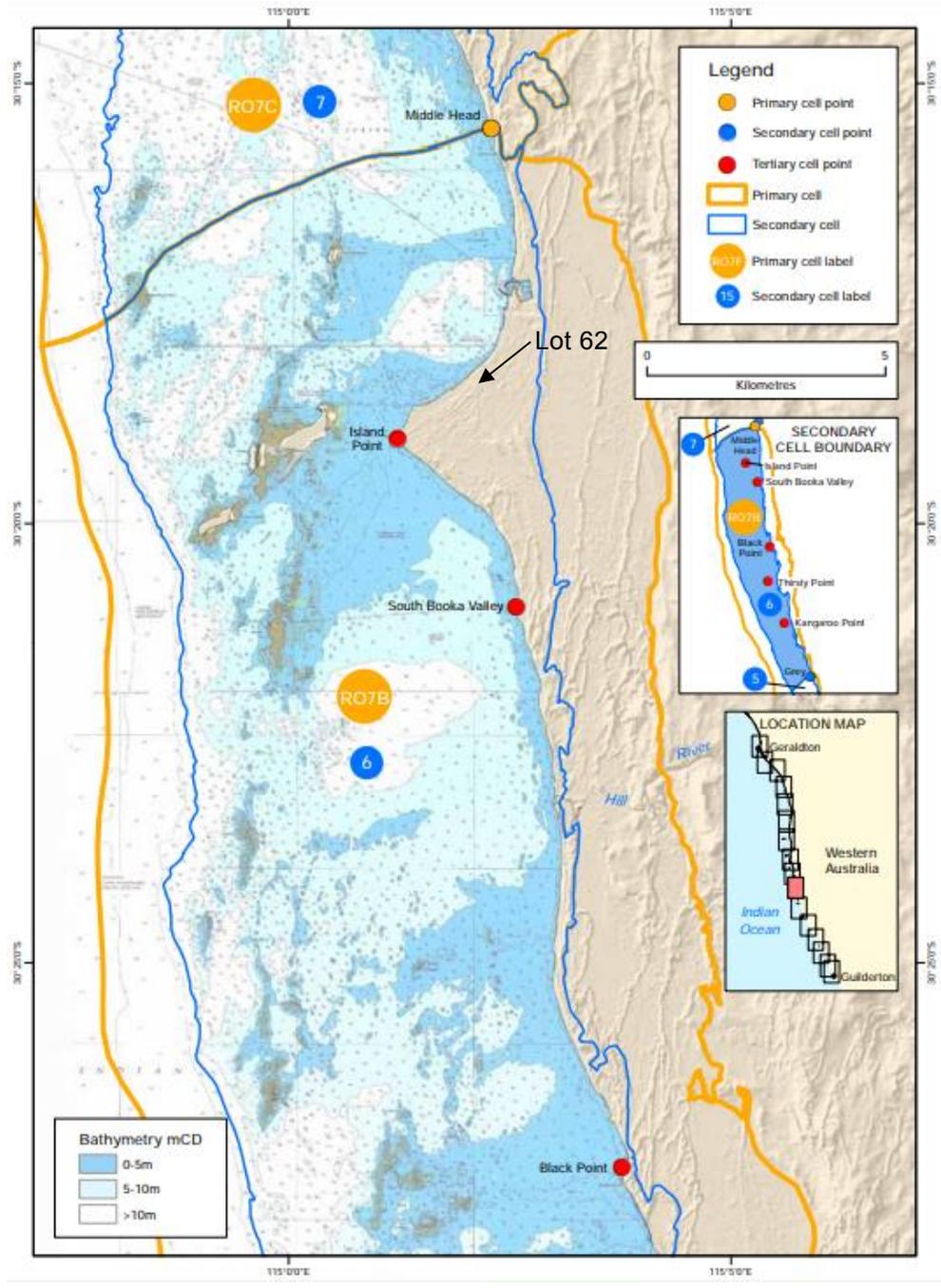


Figure 2.3 Coastal Sediment Cell (Stul et al 2014)

2.5 Stakeholder Engagement

In 2018, Cardno completed a CHRMAP for the entire Shire, which encompasses Jurien Bay and the proposed Hotel and Residential Resort development area. As part of this wider CHRMAP, stakeholder and community engagement was completed. This engagement was completed to capture the coastal values of the community, inform the public about coastal hazards and the CHRMAP process and gauge attitudes towards the various adaptation options available. A community engagement session was facilitated by the Shire in Jurien Bay on 27 May 2017 and followed by an online survey in June 2017.

The key outcomes of the CHRMAP community engagement are summarised below.

- The community strongly support the ongoing provision of the foreshore reserve for current and future generations.
- The community strongly agreed that private landholders should be informed about the risk of erosion when purchasing or developing in hazard areas and that development should be limited in these areas.
- There was strong community disagreement for protecting private property from erosion when this results in the loss of the public foreshore reserve and beach access.
- The community moderately support allowing private land owners to protect their property when they have demonstrated there will be no impact on the adjoining coast.
- The community moderately support relocating assets away from the coast and letting natural processes take their course.

The wider CHRMAP completed for the Shire doesn't address Lot 62 or the proposed Hotel and Residential development specifically. Nonetheless, the key community engagement and CHRMAP outcomes will be considered in this assessment and used to help determine appropriate risk adaptation and mitigation strategies.

This is considered to be the key stakeholder input required for the preparation of this CHRMAP, in addition to the Shire, since the development of Lot 62 is in accordance with the relevant planning requirements and schemes (refer to Section 2.6). There has been ongoing consultation with the Shire during the development application process, which will continue throughout the planning phase of this project.

2.6 Existing Planning Controls

The proposed Hotel and Residential Resort has regard for a number of planning requirements and considerations. Details of these are provided within the following section.

2.6.1 Land Tenure & Ongoing Management

The proposed Hotel and Residential Resort development site is legally described as:

Lot 62 on Deposited Plan 207149, Volume 1499, Folio 123.

Aliceville purchased Lot 62 in June 2004 and is committed to the ongoing management of coastal risk and the acceptance of this risk as part of the proposed development. Aliceville has acknowledged and accepted the coastal hazard risks presented by this CHRMAP document.

The risk management and adaptation requirements for Lot 62 will be determined in the next phase of this CHRMAP process, however construction of coastal protection works to protect the development is not something that would be contemplated by Aliceville, unless the wider Shire's CHRMAP (Cardno 2018) was updated to identify this as the preferred adaptation strategy for the broader region.

2.6.2 Shire Local Planning Scheme No.7

The Jurien Bay townsite, inclusive of Lot 62, Roberts Rd, is governed by Local Planning Scheme No.7 (LPS7). The majority of Lot 62, Roberts Rd was rezoned 'Special Use No.4 - Tourist Resort'

under Scheme Amendment No.21 (2015) of LPS7, with a portion of the site reserved as 'Local Road.' This is shown in the following extract of LPS7.

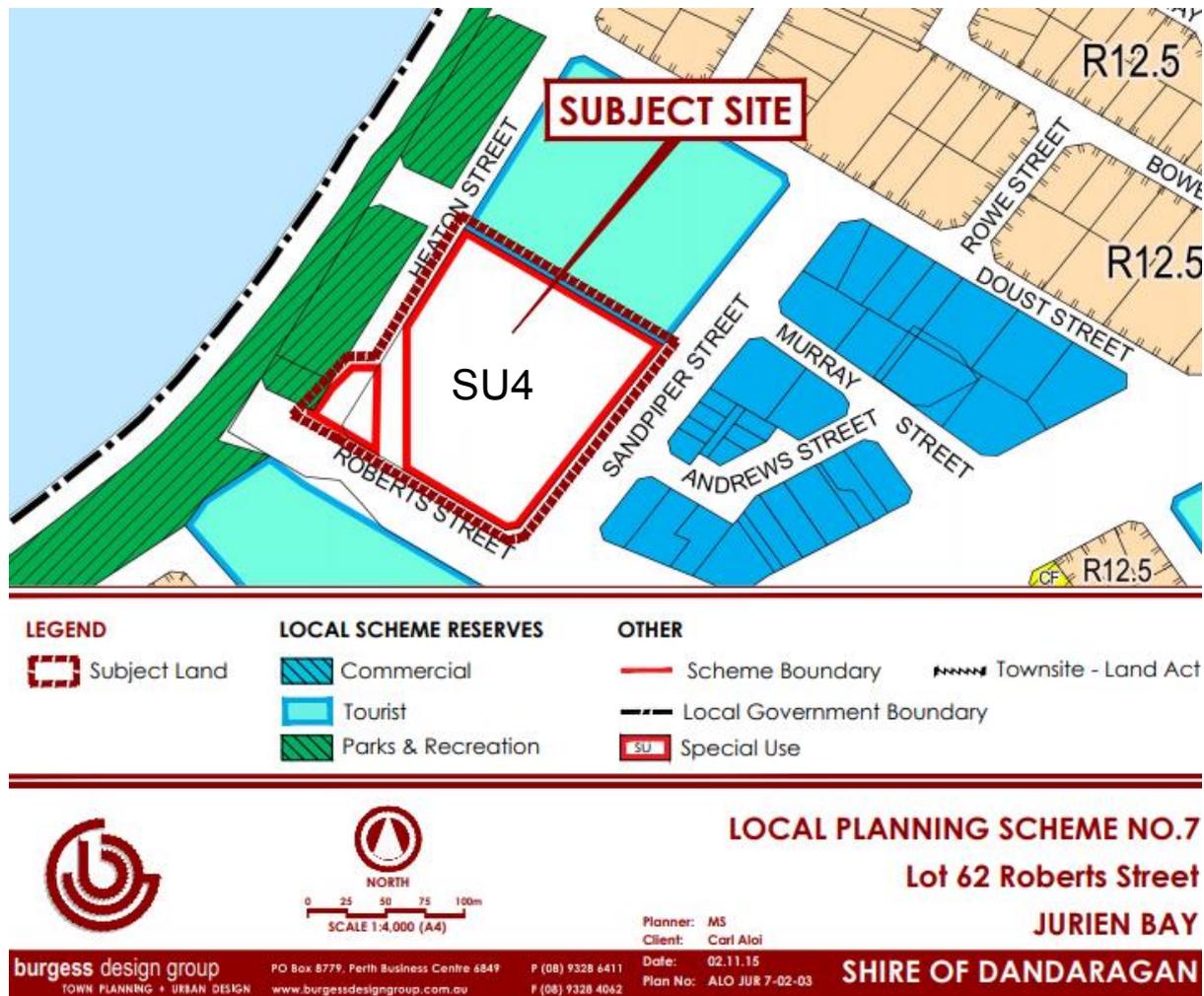


Figure 2.4 Local Planning Scheme No.7 Extract

The proposed Hotel and Residential Resort concept plans are compliant with this zoning, which permits a range of tourism, recreation, residential and commercial activities. Two clauses of the Lot 62 special use zone (SU4) that specifically reference coastal hazards are given below:

Condition 6: Prior to the approval of development on the site a CHRMAP is to be prepared in accordance with SPP2.6 and approved by the local government. The CHRMAP should include but not be limited to consideration of inundation, erosion, finished floor levels, setbacks and drainage. Relevant adaptation measures are to be implemented at the time of development.

*Condition 14: A notification to the following effect is to be placed on the certificate(s) of title of any proposed lot(s) identified in the CHRMAP that may be affected by coastal hazards:
 Vulnerable coastal area – This lot is located in an area likely to be subject to coastal erosion/inundation over the next 100 years.*

The completion of this CHRMAP report aims to address Condition 6 of the LSP7 Scheme Amendment No.21. Furthermore, the adaptation and mitigation strategies and Implementation

Plan discussed in Sections 7 and 8 respectively will discuss the notification of title required by Condition 14 of the LSP7 Scheme Amendment No.21.

2.6.3 Jurien Bay Regional Centre Growth Plan

In 2011, Jurien Bay was selected as one of nine inaugural 'SuperTowns' under the Royalties for Regions Regional Centres Development Plan SuperTowns initiative (Regional Development Council). Under this plan, Jurien Bay is identified as having the potential to develop into a Regional City with a population of over 20,000.

The Jurien Bay Regional Centre Growth Plan was subsequently completed in 2012(a) (Eaton et al) and recognizes tourism development within the area as a key economic driver to support this sustainable growth. Furthermore, the Plan recognises that Jurien Bay has the potential to develop a strong value proposition as a higher end 2-3 day destination for national and international guests, leveraging on the nearby beautiful local natural environment.

The Jurien Bay Regional Centre Growth Plan states that the development of an Interpretative Centre and associated café at Dobbyn Park in conjunction with the proposed development at Lot 62 'would "bookend" and frame the view looking to the coast along Roberts St and abut the pedestrian link from Roberts St to the foreshore and jetty' providing a major public activation opportunity.

2.6.4 Jurien Bay Town Centre Strategy (2012)

Eaton et al (2012b) have prepared a Draft Jurien Bay Town Centre Strategy that aims to provide a clear direction for future development and management within the Jurien Bay Town Centre. The relevant aims of the strategy are:

- A vision (and possible theme) for the town centre of Jurien Bay looking forward 10-15 years.
- Where future commercial, tourist, medium density residential and mixed use development should occur based on physical, social and environmental considerations.
- Appropriate scale and density of development (residential, commercial, tourist) to achieve a sustainable economic benefit, whilst enhancing the quality of wellbeing, lifestyle and services for the broader community.
- Consolidation of land use and establish a framework to deliver a more integrated, sustainable, and functional town centre environment.

Aliceville intend to achieve the above Town Centre Strategy aims by providing the following in the delivery of the proposed Hotel and Residential Resort development:

- Long term economic benefit to the town centre.
- Jobs for the local community.
- A central tourist core for Jurien Bay into the future.
- A bookend development to Roberts St.
- An active pedestrian link along Roberts St to the Jurien Bay Foreshore.

2.6.5 Shire Local Tourism Planning Strategy

The Shire Local Tourism Planning Strategy (Tourism Western Australia 2012) is the current guiding strategic document for tourism planning within the Shire.

The Strategy has been formed through the analysis of the existing State, regional and local framework and the development of a tourism profile. It recognises the proposed development at Lot 62 as 'presenting a number of opportunities to facilitate the creation of a tourism precinct between the town centre and the foreshore.'

2.6.6 Shire Local Planning Strategy

A Draft Local Planning Strategy (LPS; 2016) is currently being considered for the entire Shire to outline a 10-15 year planning direction in the context of State and regional planning policies. It will also provide a rationale for land use zoning and planning provisions for amendments to the existing LPS7. Once approved, the current Jurien Bay Town Centre Strategy will be retained as a separate document to guide ongoing development in the city centre. However, the LPS will incorporate the information of and succeed a number of exiting documents discussed above.

The Draft LPS discusses coastal processes and the wider Shire CHRMAP process being undertaken during the time of writing. The document acknowledges that appropriate coastal setbacks are important, and that engineering solutions to protect coastal infrastructure or residential/tourist development may be required.

The Draft LPS includes the following strategic directions for Jurien Bay that are relevant to the proposed development at Lot 62:

- Recognise Jurien Bay as the regional centre providing services and facilities to serve the wider regional community.
- Provide a diversity of housing in response to demographic trends.
- Increase employment opportunities based on the competitive opportunities identified for the Shire, particularly in the tourism sector.
- Consolidate urban areas and support mixed use sites.

Other strategies relating to coastal hazards in Jurien Bay, given in the Draft LPS include the following:

- New development and coastal facilities to be within areas that can be protected from coastal processes and hazards as per SPP2.6.
- Identify areas in which a detailed CHRMAP needs to be undertaken before rezoning, subdivision or development occur, such as areas that may be subject to coastal inundation and long-term erosion over the planning timeframe.
- Undertake coastal adaptation planning to identify assets, including infrastructure that may be at risk from coastal processes over the planning timeframe, and develop strategies to mitigate or manage risks where appropriate.

The Draft LPS is expected to be updated and adopted by the Shire in the coming years.

2.6.7 Local Development Plan

A Local Development Plan (LDP) for Lot 62 Roberts Rd, Jurien Bay has been prepared by Burgess Design Group (2016). This was completed in accordance with the LSP7 Scheme Amendment No.21 and endorsed by the Western Australian Planning Commission (WAPC) in September 2015.

The LDP discusses in detail the existing planning framework relevant to Lot 62 and how the proposed Hotel and Residential Resort development plans to address them.

2.7 Key Assets

The proposed Hotel and Residential Resort development is being prepared with the specific requirement to not negatively impact the social and environmental values of the area, as to do so would be an unacceptable outcome to the key stakeholders and would detract from the tourism potential for the site. As a result, the preservation of social and environmental values is considered to be inherent in the development of the relevant plans for the Hotel and Residential Resort.

It has therefore been identified that a coastal adaptation strategy will need to be prepared to ensure that there is no negative impact on the social and environmental values of the area. This will require a coastal adaptation strategy that, incorporating the results of the coastal hazard assessment (GHD 2015), ensures the development assets are appropriately designed for and managed to safeguard against any adverse impacts. This is further discussed by the adaptation options presented in Section 7 of this CHRMAP.

This assessment will be completed with regard for the expected economic life of the built assets that will be constructed for the proposed Hotel and Residential Resort development. For instance, it is envisaged that the design life of the structures within the proposed development will be limited to 50 years. Beyond this period, it is expected that the condition of these assets would be such that they would need to be replaced, as is common for structures immediately adjacent to the coastline given the corrosive nature of the environment.

The key assets proposed within the Hotel and Residential Resort development are shown on the concept plans previously provided in Figure 1.2 and 1.3 and have been summarised in Table 2.1. The risk assessment will focus on these assets in order to identify their vulnerability and consequently the requirements for risk management.

The beach and Dobbyn Park located immediately landward of Lot 62, are also considered to be key assets, however have been previously assessed by the wider Shire CHRMAP (Cardno 2018). They will be discussed in Section 7 in relation to the proposed adaptation strategies.

It is also noted that the existing built assets on the site, the two buildings and shed, will be demolished to enable the construction of the Hotel and Residential Resort.

Table 2.1 Key Assets within the Proposed Hotel & Residential Resort

Key Assets	Finished Floor Level (mAHD) (Development Level)
Environment	
Beach	N/A
Social	
Dobbyn Park	~ 3.0
Hotel	5.1 (Ground)
Bar	4.6 (Ground)
Restaurant	4.6 (Ground)
Spa	5.4 (Ground)
Staff Accommodation	5.4 (Ground)
Residences	> 4.0 (Ground)
Motel	5.4 (Ground)
Boardwalk	> 3.0 (Ground)
Economic	
Residential Carpark	5.4 (Ground)
Commercial Carpark	1.7 (Basement) and 3.35 (Ground entrance point)
Roberts St Road/Carparking	3.35 (Ground)
Heaton St Road/Carparking	3.8 (Ground)
Reception	3.6 (Ground)

Notes: 1. Finished floor levels are based on the lowest proposed development ground level for each asset group.

2. Assets on the first level are located above approximately 7.8 mAHD and will be addressed in this CHRMAP by the assessment of the ground level assets that they are located above.

2.8 Success Criteria

The success criteria for the CHRMAP will ultimately be as follows:

- Demonstrated understanding by the proponent and key stakeholders regarding the likelihoods, consequences and subsequent risks of coastal hazards impacting identified assets over each planning horizon.
- Evidence of the stakeholder engagement outcomes being incorporated throughout the development of risk management and adaptation measures.
- Acceptance of a risk management and adaptation plan for the 100 year planning timeframe by the proponent and key stakeholders.
- Adoption of the Implementation Plan (refer to Section 8) by the proponent throughout the development and operation of the Hotel and Residential Resort.

The outcomes of the success criteria listed above are presented in the following sections of this report.

3. Coastal Hazard Identification

An understanding of the coastal hazards and potential risks is critical for the assessment and determination of management and adaptation actions. Appropriate coastal erosion and inundation hazard allowances have been determined in accordance with SPP2.6 and are presented in the following sections.

3.1 Coastal Erosion Hazard Allowances

A Coastal Hazard Assessment was previously completed by GHD (2015), which was reviewed and accepted for adaptation planning purposes by DoT. It was completed in accordance with SPP2.6 and included the calculation of coastal erosion hazard lines for the present day (2016), 2030, 2070 and 2110 year planning horizons. These coastal erosion hazard lines were subsequently adopted for use by the wider Shire CHRMAP completed by Cardno (2018).

SPP2.6 provides the methodology for completing an assessment of the potential impacts from erosion on coastal development in Western Australia. For sandy coasts, relevant for the shoreline fronting the proposed Hotel and Residential Resort, this methodology requires consideration of the following coastal erosion hazard allowances:

- Allowance for the current risk of storm erosion (termed the S1 allowance).
- Allowance for historic shoreline movement trends (termed the S2 allowance).
- Allowance for erosion caused by future sea level rise (termed the S3 allowance).
- Allowance for uncertainty.

The calculation of the above allowances (S1, S2 and S3) is outlined in the Coastal Hazard Assessment (GHD 2015) and determined the following total erosion hazard allowances for the relevant shoreline fronting the proposed Hotel and Residential Resort. The distances are given from the Horizontal Shoreline Datum (HSD).

Table 3.1 Total Recommended Erosion Hazard Allowances (GHD 2015)

Planning Horizon	S1 (m)	S2 (m)	S3 + Uncertainty(m)	Total Erosion Hazard Allowance(m)
Present Day (2016)	49	0	0	49
2030	49	0	10	59
2070	49	0	51	100
2110	49	0	109	158

It is important to understand that these coastal erosion hazard allowances are not intended to be predictions of the future shoreline location, but rather to provide conservative estimates of possible future shoreline retreat that are appropriate for consideration in coastal planning. Nevertheless, the coastal erosion hazard lines will be used for this CHRMAP to inform the potential future risk associated with the proposed Hotel and Residential Resort development.

The coastal erosion hazard lines for the relevant shoreline fronting Lot 62, the proposed Hotel and Residential Resort are shown in Figure 3.1. As shown by the figure, Lot 62 is located landward of the present day (2016), 2030 and 2070 hazard lines. However, the 100 year planning timeframe (2110) coastal erosion hazard line overlaps a relatively small western portion of the site, necessitating the completion of this CHRMAP.

The proposed development must also include consideration of a number of other factors such as public access, recreation, cultural and ecological requirements. In some cases, the required setback from the HSD may therefore be greater than the recommended erosion hazard allowances outlined in Table 3.1.

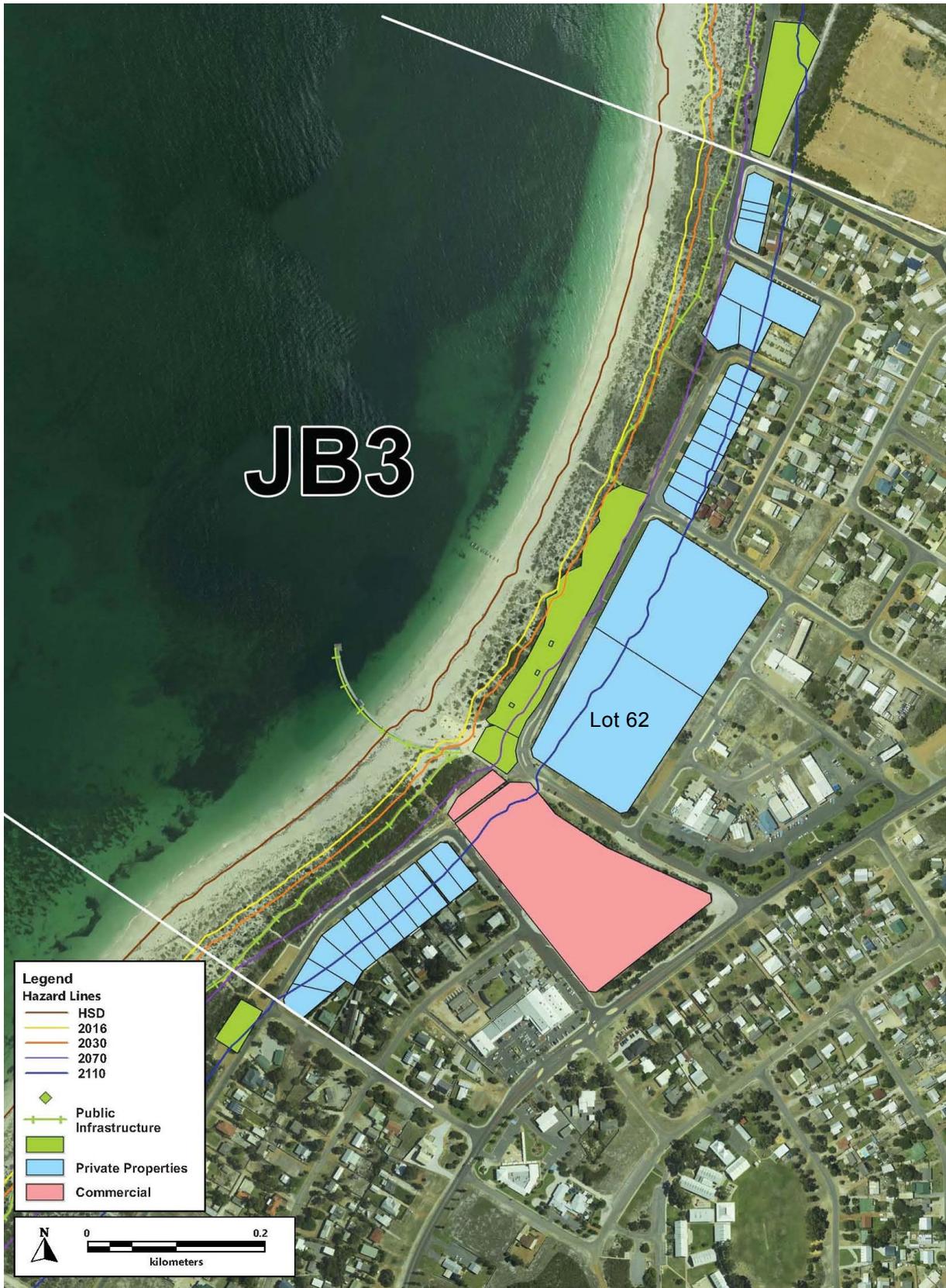


Figure 3.1 Coastal Erosion Hazard Lines (Cardno 2018)

3.2 Coastal Inundation Hazard Allowance

SPP2.6 requires that the allowance for inundation (termed the S4 allowance) be taken as the maximum extent of inundation experienced during a water level event with a 0.2% Annual Exceedance Probability (AEP) (500 year Average Recurrence Interval (ARI)) plus the appropriate allowance for sea level rise. This is the critical aspect when considering public safety and significant assets, however for tourist based assets where public safety is managed, consideration of less severe inundation events could be appropriate.

Assessment of the inundation levels requires consideration of peak storm surge, including wave setup. A storm surge occurs when a storm with high winds and low pressures approaches the coastline (refer Figure 3.2). The strong, onshore winds and large waves push water against the coastline (wind and wave setup) and the barometric pressure difference creates a region of high water level. These factors acting in concert create the storm surge. The size of the storm surge is influenced by the following factors:

- Wind strength and direction.
- Pressure gradient.
- Seafloor bathymetry.
- Coastal topography.

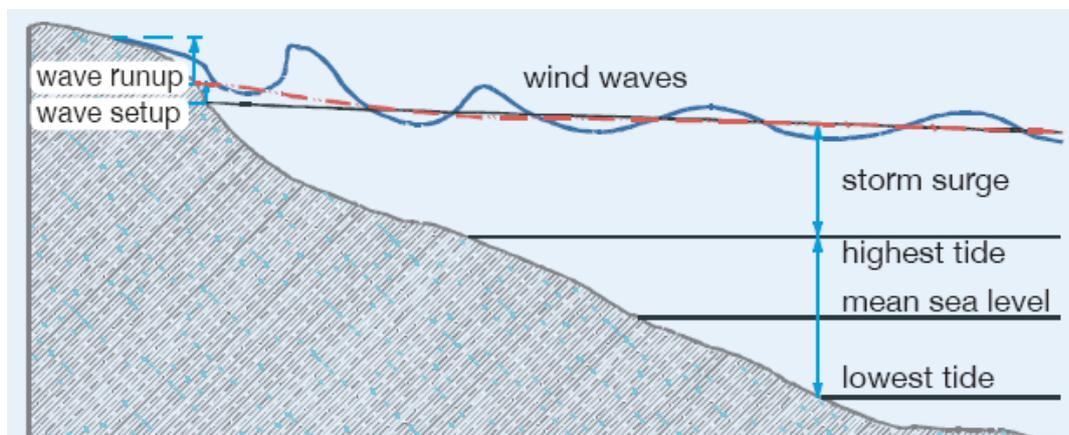


Figure 3.2 Storm Surge Components

The proposed Hotel and Residential Resort is located within Area 3 of SPP2.6 (Figure 1: Coastal Areas) and as such, the allowance for the current risk of inundation should be based on a tropical cyclone storm event.

Design Storms for Western Australia Coastal Planning - Tropical Cyclones (Seashore 2018) provides a preliminary set of estimated ARI inundation levels. This includes a 500 year ARI water level of 3.7 mAHD for Jurien Bay. Similarly, preliminary design water levels are given for 10, 20, 50, 100, 200 and 1000 year ARI events, which have also been used to assess inundation probability as discussed in Section 5.1.2.

As the projected water levels are given for the shoreline, they are assumed to include nearshore wind and wave set up during these events. It is also noted that in the absence of targeted and more detailed modelling, the levels presented by Seashore Engineering (2018) are deliberately conservative. It is also important to note that cyclones produce high waves and water levels for

relatively short periods of time compared to severe storms associated with the passage of cold fronts in the south-west region of Western Australia. These factors will be considered by the risk assessment and subsequent adaptation strategies discussed later in this report.

DoT (2010) completed an assessment of the potential increase in sea level that could be experienced on the Western Australian coast in the coming 100 years. This assessment extrapolated work by Hunter (2009) to provide sea level rise values based on the IPCC (2007) A1FI climate change scenario projections to the year 2110. The derived sea level rise scenario was subsequently adopted by the Western Australian Planning Commission (and SPP 2.6) for use in coastal planning along the Western Australian coast. This is the sea level rise scenario adopted for this assessment and is presented in Figure 3.3.

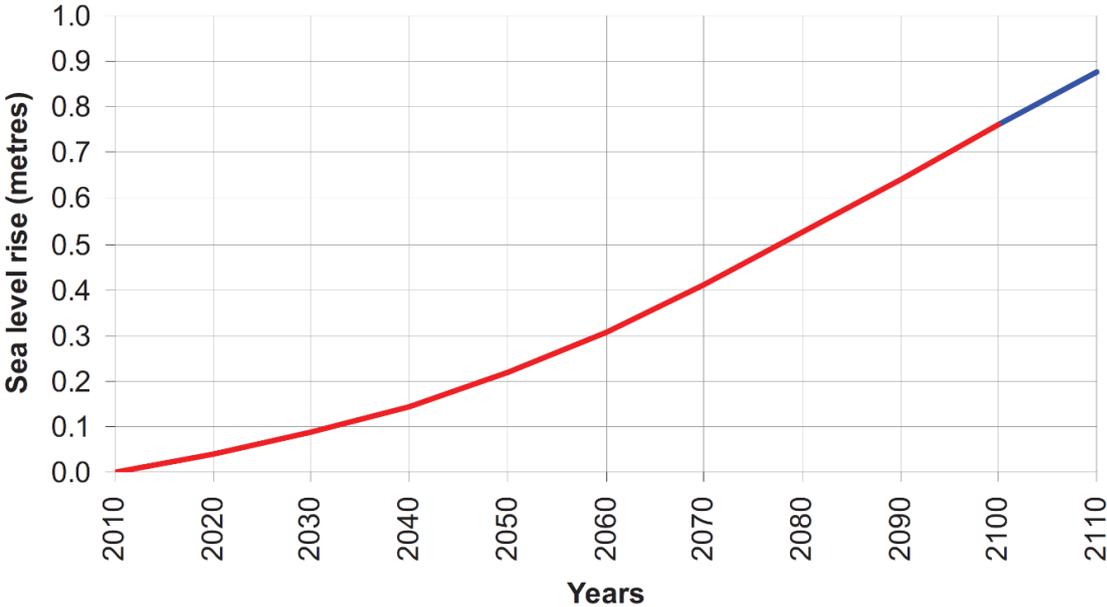


Figure 3.3 Recommended Allowance for Sea Level Rise (DoT 2010)

The total S4 storm surge inundation allowance for the Hotel and Residential Resort, considering the 500 year ARI storm surge water level (Seashore 2018) and the appropriate allowances for sea level rise (DoT 2010) are provided in Table 3.2 for each of the planning horizons.

Table 3.2 S4 Inundation Levels

Planning Horizon	Potential Sea Level Rise Allowance (m)	500 yr ARI Water Level (mAHD)	Inundation Level (mAHD)
Present Day (2016)	0	3.7	3.7
2030	0.06	3.7	3.76
2070	0.38	3.7	4.08
2110	0.9	3.7	4.6

These potential inundation levels will be considered as part of this CHRMAP to comply with the requirements of SPP2.6.

4. Coastal Vulnerability

The vulnerability of the existing and proposed assets identified previously (refer to Figures 1.2 and 1.3 and Table 2.1) is related to their level of exposure to coastal hazards, as well as their sensitivity to the impacts caused by these hazards and their ability to respond to them (termed adaptive capacity). With the exception of the environmental assets, which will essentially be left to naturally respond to the impacts of coastal hazards, the assets that are being considered are built form assets. Therefore, whilst they are being constructed in a way that will allow the assets to be migrated in the future in response to elevated coastal hazard risk, the level of vulnerability of the assets will ultimately be linked to their level of exposure. Further consideration of the risk and future management and adaptation requirements will therefore be needed for these assets. Details of this risk assessment and future management and adaptation requirements are presented in subsequent sections of this report.

5. Risk Analysis

In accordance with WAPC (2014), a risk based approach will be used to assess the hazards and required mitigation and adaptation options for the proposed Hotel and Residential Resort. As coastal hazards are the focus of this assessment, it is the likelihood and consequences of these coastal hazards that need to be considered. As stated previously, it is inherent in the proposal that there be no negative social or environmental impacts as a result of this development, with mitigation strategies already highlighted to address these issues.

5.1 Likelihood

Likelihood is defined as the chance of something happening (AS/NZS ISO 31000:2009). WAPC (2014) defines the likelihood as the chance of erosion or storm surge inundation occurring or how often they impact on existing and future assets and values. This requires consideration of the frequency and probability of the event occurring over a given planning timeframe.

The probability of an event occurring is often related to the AEP or the ARI. The use of the AEP to define impacts of coastal hazards over the planning timeframe assumes that events have the same probability of occurring each year. In the case of climate change and sea level rise, which has a large influence on the assessed coastal hazard risk, this is not true. In addition, there is insufficient data available to properly quantify the probability of occurrence. A scale of likelihood has therefore been developed, which follows the Australian Standard Risk Management Principles and Guidelines (AS/NZS ISO 31000:2009). This is presented in Table 5.1.

Table 5.1 Scale of Likelihood

Rating	Description/Frequency
Almost certain	There is a high possibility the event will occur as there is a history of frequent occurrence 90-100% probability of occurring over the timeframe.
Likely	It is likely the event will occur as there is a history of casual occurrence 60-90% probability of occurring over the timeframe.
Possible	The event may occur 40-60% probability of occurring over the timeframe.
Unlikely	There is a low possibility that the event will occur 10-40% probability of occurring over the timeframe.
Rare	It is highly unlikely that the event will occur, except in extreme/exceptional circumstances. 0-10% probability of occurring over the timeframe.

The likelihood and consequences of coastal hazards are different for erosion and inundation. As a result, the likelihood and consequence of erosion and inundation should be considered separately. The likelihood of the coastal hazard impacts is discussed in the following sections.

5.1.1 Coastal Erosion

The likelihood ratings given to the proposed development assets are based on the coastal erosion hazard lines (Figure 3.1) and the consideration of the probabilities of each of the allowances occurring within the respective planning horizons.

It is important to note that the hazard lines reaching a particular asset at the end of the planning horizon do not necessarily mean this will occur. This is due to the fact that it requires all of the following to occur:

- Erosion of 0.2 m/year (uncertainty allowance) in an area not identified as eroding.
- The upper estimate of erosion caused by sea level rise.
- The 100 year ARI severe storm event to be experienced at the end of the planning timeframe (ie when the other allowances have been realised).

Only if all of these occur will the erosion hazard lines be realised.

At the Hotel and Residential Resort, shoreline change above the HSD is predominantly driven by the 100 year ARI severe storm erosion event over the shorter term planning horizon to almost 2070. Without the 100 year erosion event being realised, coastal change will be limited to impacts to the beach and vegetation seaward of Dobbyn Park over the planning horizon to 2070.

This has been considered in the assessment of likelihood for the relevant assets over the 100 year planning horizon.

The assessment of the relative likelihood of each of the identified key assets (refer to Table 2.1), being impacted by erosion hazards over the 100 year planning timeframe, is presented in Table 5.2.

Table 5.2 Assessment of Likelihood of Coastal Erosion Impact

Key Assets	Present Day (2016)	2030	2070	2110
Hotel	Rare	Rare	Unlikely	Possible
Bar	Rare	Rare	Rare	Rare
Restaurant	Rare	Rare	Rare	Rare
Spa	Rare	Rare	Rare	Rare
Staff Accommodation	Rare	Rare	Rare	Rare
Residences	Rare	Rare	Unlikely	Possible
Motel	Rare	Rare	Rare	Rare
Boardwalk	Rare	Unlikely	Possible	Likely
Residential Carpark	Rare	Rare	Rare	Rare
Commercial Carpark	Rare	Rare	Rare	Rare
Roberts St Road/Carparking	Rare	Rare	Rare	Rare
Heaton St Road/Carparking	Rare	Rare	Unlikely	Possible
Reception	Rare	Rare	Rare	Rare

Notes: 1. Based on most exposed location of each asset group.

The assessment of likelihood of coastal erosion impact shows the following:

- Coastal erosion may impact several assets over the 100 year planning timeframe to 2110.
- All of the proposed Hotel and Residential Resort assets are assessed as either Rare or Unlikely for erosion hazard impact over the planning horizon to 2070, with the exception of the Boardwalk (rated Possible).
- The Hotel, Residences and Heaton St Road/Carparking are assessed as Possible for risk of erosion hazard impact over the 100 year planning timeframe to 2110.
- The Boardwalk is assessed as Likely for risk of erosion hazard impact over the 100 year planning timeframe to 2110.

5.1.2 Coastal Inundation

Assessment of the likelihood of coastal inundation is slightly different to that for coastal erosion. This is due to the fact that the potential for coastal inundation will change in the future as the sea level rises. This means that an area that would only be inundated during a very severe event in the present day could potentially be inundated by a much less severe event in the future.

Assessment of the probability of an area being inundated within a given planning horizon therefore needs to consider the changing probability of event occurrence throughout that planning timeframe.

As an example, based on the estimated inundation levels, an area with an elevation of around 3.7 mAHD would just be inundated by the 500 year ARI event in the present day. However, it may be inundated by the 375 and 200 year ARI events in 2070 and 2110 respectively. Cumulative probabilities of occurrence of inundation at each level for the proposed assets were combined on an annual basis. These probabilities have been used to determine the likelihood of each of the key assets being impacted by inundation for the respective planning horizons.

The results of the assessment of likelihood of coastal inundation for each of the key assets (refer to Figure 2.1) is presented in Table 5.3.

Table 5.3 Assessment of Likelihood of Coastal Inundation Impact

Key Assets	Finished Floor Levels	Present Day (2016)	2030	2070	2110
Hotel	5.1 (Ground)	Rare	Rare	Rare	Rare
Bar	4.6 (Ground)	Rare	Rare	Rare	Unlikely
Restaurant	4.6 (Ground)	Rare	Rare	Rare	Unlikely
Spa	5.4 (Ground)	Rare	Rare	Rare	Rare
Staff Accommodation	5.4 (Ground)	Rare	Rare	Rare	Rare
Residences	> 4.0 (Ground)	Rare	Rare	Rare	Unlikely
Motel	5.4 (Ground)	Rare	Rare	Rare	Rare
Boardwalk	> 3.0 (Ground)	Rare	Rare	Unlikely	Possible
Residential Carpark	5.4 (Ground)	Rare	Rare	Rare	Rare
Commercial Carpark	1.7 (Basement)	Rare	Rare	Unlikely	Possible
Roberts St Road/Carparking	3.35 (Ground)	Rare	Rare	Unlikely	Possible
Heaton St Road/Carparking	3.8 (Ground)	Rare	Rare	Unlikely	Unlikely
Reception	3.6 (Ground)	Rare	Rare	Unlikely	Unlikely

The assessment of likelihood of coastal inundation impact shows the following :

- Coastal inundation may impact several assets over the 100 year planning timeframe to 2110.
- All of the proposed Hotel and Residential Resort assets are assessed as either Rare or Unlikely for inundation hazard impact over the planning horizon to 2070.
- The Boardwalk, Commercial Carpark and Roberts St Road/Carparking is rated as Possible for inundation hazard impact over the 100 year planning horizon to 2110. It is noted the assessment of the Commercial Carpark is based on the 3.35 mAHD level, where the entrance ramp comes off Roberts St.

5.2 Consequence

The second part of the risk assessment is determining the consequence of the coastal hazards on the proposed Hotel and Residential Resort assets. A scale of consequence has been developed which provides a range of impacts and is generally consistent with the Australian Standard Risk Management Principles and Guidelines (ISO 31000:2009).

Table 5.4 Scale of Consequence

Rating	Social	Economic	Environment
Catastrophic	Loss of life or serious injury. Large long term or permanent loss of services, employment, finances or culture (75% of community affected), international loss	Damage to property, infrastructure or local economy > \$20M	Major widespread loss of environmental amenity and progressive irrecoverable environmental damage
Major	Serious injury. Medium term disruption to services, employment, finances or culture (<50% of community affected), national loss	Damage to property, infrastructure or local economy > \$5M to \$20M	Severe loss of environmental amenity and a danger of continuing environmental damage
Moderate	Minor injury. Major short or minor long term disruption to services, employment, finances or culture (<25% of community affected), regional loss	Damage to property, infrastructure or local economy > \$500K to \$5M	Isolated but significant instances of environmental damage that might be reversed with intensive efforts. Recovery may take several years.
Minor	Small to medium disruption to services, employment, finances or culture (<10% of community affected), local loss	Damage to property, infrastructure or local economy > \$50K to \$500K	Minor instances of environmental damage that could be reversed. Consistent with seasonal variability, recovery may take one year.
Insignificant	Minimal short-term inconveniences to services, employment, finances or culture (<5% of community affected), neighbourhood loss	Damage to property, infrastructure or local economy < \$50K	Minimal environmental damage, recovery may take less than 6 months.

Similar to the assessment of likelihood, the consequence rating has been completed separately for coastal erosion and coastal inundation. Typically for infrastructure and assets, the consequences associated with coastal erosion are more significant than those associated with coastal inundation. This arises due to the fact that coastal erosion is generally more permanent and more difficult to overcome than coastal inundation. For instance, if the foundations of a house were undermined by erosion it is likely that the house would fall. However, if a house was inundated, while there may be some damage, structural failure would be less likely.

The consequence ratings for coastal erosion and coastal inundation are outlined in the following sections. These consequence ratings are ultimately provided to inform Aliceville of the risks given their future management liabilities as outlined in Section 2.6.

Importantly, this assessment of the consequence of coastal erosion and inundation has been completed on the basis that the public safety risk is managed during severe coastal events. Given that these events are likely to be associated with the passage of severe storms or cyclones, management of public safety is something that will occur through an emergency management plan of the Hotel and Residential Resort and the emergency management procedures of DFES. This is discussed further in Sections 7 and 8 of this CHRMAP.

5.2.1 Coastal Erosion

The assessed consequences of coastal erosion for each of the planning horizons over the 100 year planning timeframe are outlined in Table 5.5.

Table 5.5 Assessment of Consequence of Coastal Erosion Impact

Key Assets	Present Day (2016)	2030	2070	2110
Hotel	Catastrophic	Catastrophic	Catastrophic	Catastrophic
Bar	Major	Major	Major	Major
Restaurant	Major	Major	Major	Major
Spa	Major	Major	Major	Major
Staff Accommodation	Major	Major	Major	Major
Residences	Major	Major	Catastrophic	Catastrophic
Motel	Major	Major	Major	Major
Boardwalk	Minor	Minor	Moderate	Moderate
Residential Carpark	Moderate	Moderate	Catastrophic	Catastrophic
Commercial Carpark	Major	Major	Major	Major
Roberts St Road/Carparking	Moderate	Moderate	Moderate	Moderate
Heaton St Road/Carparking	Moderate	Moderate	Moderate	Major
Reception	Major	Major	Major	Major

Notes: 1. Assumes structures are appropriately designed to withstand coastal forces expected during design events as discussed in following Sections.

The rationale behind the key consequence ratings for coastal erosion impact are provided below:

- As shown in the table, the consequences of erosion vary for some key assets over different timeframes due to the potential effects of increased erosion. For example, the Heaton St Road/Carparking has a Moderate consequence of erosion over the planning horizon to 2070 as the erosion hazard line extends only to the edge of the carparking. However, the 2110 erosion hazard line extends past the entire road and carparking, resulting in a higher quantity of potential erosion and therefore a Major consequence rating.
- The erosion impact consequence ratings assigned to each of the proposed ground level assets also takes into account the first level assets located above. For example, structural failure of the Bar on the ground level would subsequently result in the failure of the Function Centre on the first level.
- The consequence of erosion for assets with toilets or chemical storage was deemed to be more severe, given the potential environmental impact of the erosion of these assets. The erosion of a sewerage system during a cyclone event for example could lead to the contamination of the surrounding fragile environment.

5.2.2 Coastal Inundation

The assessed consequence of coastal inundation for each of the key assets and each of the planning horizons is presented in Table 5.6. Similar to erosion, the consequence of inundation changes over the planning horizons due to the likely increased consequence of a higher water level and potentially greater inundation extents as sea level rise is realised over time.

Table 5.6 Assessment of Consequence of Coastal Inundation Impact

Key Assets	Present Day (2016)	2030	2070	2110
Hotel	Moderate	Moderate	Major	Major
Bar	Moderate	Moderate	Major	Major
Restaurant	Moderate	Moderate	Major	Major
Spa	Moderate	Moderate	Moderate	Moderate
Staff Accommodation	Moderate	Moderate	Moderate	Moderate
Residences	Moderate	Moderate	Major	Major
Motel	Moderate	Moderate	Moderate	Moderate
Boardwalk	Minor	Minor	Minor	Moderate
Residential Carpark	Minor	Minor	Minor	Minor
Commercial Carpark	Moderate	Major	Major	Major
Roberts St Road/Carparking	Minor	Minor	Minor	Minor
Heaton St Road/Carparking	Minor	Minor	Minor	Minor
Reception	Minor	Minor	Minor	Minor

Notes: 1. Assumes structures are appropriately designed to withstand coastal forces expected during design events as discussed in following Sections.

The rationale behind the key consequence ratings for coastal inundation are provided below:

- The impacts of inundation are assessed to be Minor at present day for assets such as the Boardwalks, carparks and roads. This is due to the fact that the cost for the repair of each of these assets after a short duration inundation event, expected to be the case for a tropical cyclone (refer to Section 3) is expected to be minimal.
- The more significant assets, including the Hotel, Bar and Restaurant were assigned a consequence rating of Moderate and Major at present day and from 2070 onwards respectively. This is due to the higher expected costs to repair these assets after inundation, with the increased consequences from 2070 onwards explained by the potentially greater inundation depths as a result of sea level rise.

6. Risk Evaluation

6.1 Risk Evaluation Matrix

The risk rating from a risk assessment is defined as “likelihood” x “consequence.” A risk matrix defining the levels of risk from combinations of likelihood and consequence has therefore been developed for the coastal hazards. This risk matrix is generally consistent with WAPC (2014).

Table 6.1 Risk Matrix

RISK LEVELS		CONSEQUENCE				
		Insignificant	Minor	Moderate	Major	Catastrophic
LIKELIHOOD	Almost Certain	Low	Medium	High	Extreme	Extreme
	Likely	Low	Medium	Medium	High	Extreme
	Possible	Low	Medium	Medium	Medium	High
	Unlikely	Low	Low	Medium	Medium	Medium
	Rare	Low	Low	Low	Low	Low

A risk tolerance scale assists in determining which risks are acceptable, tolerable and unacceptable. The risk tolerance scale used for the assessment is presented in Table 6.2.

Table 6.2 Risk Tolerance Scale

Risk Level	Action Required	Tolerance
Extreme	Immediate action required to eliminate or reduce the risk to acceptable levels	Intolerable
High	Immediate to short term action required to eliminate or reduce risk to acceptable levels	Intolerable
Medium	Reduce the risk or accept the risk provided residual risk level is understood	Tolerable
Low	Accept the risk	Acceptable

The risk tolerance scale has been reviewed and accepted for use by the proponent. It shows that the extreme and high risks need to be managed.

6.2 Risk Assessment

The risk assessment for the study area will be completed in accordance with the recommendations of AS5334 (Standards Australia 2013), which requires a detailed risk analysis to include a vulnerability analysis to thoroughly examine how coastal hazards and climate change

may affect the assets. This includes consideration of the adaptive capacity and vulnerability of the relevant assets.

6.2.1 Coastal Erosion

Based on the results of the risk analysis completed previously, Table 6.3 presents the coastal erosion risk levels for each of the identified key assets. The order of the assessed risks in the table has been used to show the priority risk assets for each planning timeframe at the start of the table, with decreasing risk down the table.

Table 6.3 Assessment of Risk of Coastal Erosion Impact

Key Assets	Present Day (2016)	2030	2070	2110
Hotel	Low	Low	Medium	High
Residences	Low	Low	Medium	High
Boardwalk	Low	Low	Medium	Medium
Heaton St Road/Carparking	Low	Low	Low	Medium
Bar	Low	Low	Low	Low
Restaurant	Low	Low	Low	Low
Spa	Low	Low	Low	Low
Staff Accommodation	Low	Low	Low	Low
Motel	Low	Low	Low	Low
Residential Carpark	Low	Low	Low	Low
Commercial Carpark	Low	Low	Low	Low
Roberts St Road/Carparking	Low	Low	Low	Low
Reception	Low	Low	Low	Low

Notes: 1. Assumes structures are appropriately designed to withstand coastal forces expected during design events as

The results of the assessment show that all of the proposed development assets have a Low risk of being impacted by erosion over the planning horizon to 2030. Based on Table 6.2, these risks are low enough to warrant acceptance without further consideration.

Following this, four assets have a Medium or High risk of being impacted by erosion over longer planning horizons. This includes the Hotel, Residences, Heaton St Road/Carparking and Boardwalk. The High risk at 2110 for the Hotel and Residences is intolerable, as shown by Table 6.2, and action should be taken to eliminate or reduce this risk to an acceptable level.

Further consideration and discussion of the implications of these results are provided in the following section with regard to risk management.

6.2.2 Coastal Inundation

Based on the results of the risk analysis completed previously, Table 6.4 presents the coastal inundation risk levels for each of the identified key assets. The order of the assessed risks in the table has been used to show the priority risk areas for each planning timeframe at the start of the table, with decreasing risk down the table. Once again, this risk assessment is on the basis that public safety is effectively managed as discussed in Section 8.

Table 6.4 Assessment of Risk of Coastal Inundation Impact

Key Assets	Present Day (2016)	2030	2070	2110
Commercial Carpark	Low	Low	Medium	High
Bar	Low	Low	Low	Medium
Restaurant	Low	Low	Low	Medium
Residences	Low	Low	Low	Medium
Boardwalk	Low	Low	Low	Medium
Roberts St Road/Carparking	Low	Low	Low	Medium
Hotel	Low	Low	Low	Low
Spa	Low	Low	Low	Low
Staff Accommodation	Low	Low	Low	Low
Motel	Low	Low	Low	Low
Residential Carpark	Low	Low	Low	Low
Heaton St Road/Carparking	Low	Low	Low	Low
Reception	Low	Low	Low	Low

Notes: 1. Assumes structures are appropriately designed to withstand coastal forces expected during design events as

The results of the assessment show that all of the proposed development assets have a Low risk of being impacted by inundation up to 2070, with the exception of the Commercial Carpark.

The Commercial Carpark has a Medium risk of being impacted by inundation to 2070 and following, has a High risk to 2110. The High risk at 2110 is intolerable, as shown by Table 6.2, and action should be taken to eliminate or reduce this risk to an acceptable level.

Further consideration of the implications of these results are provided in the following section with regard to risk management.

7. Risk Adaptation & Mitigation Strategies

SPP2.6 outlines a hierarchy of risk adaptation and mitigation options, where options that allow for a wide range of future strategies are considered more favourably. This hierarchy of options is reproduced in Figure 7.1.



Figure 7.1 Risk Management & Adaptation Hierarchy

These options are generally outlined below:

- Avoid – avoid new development within the area impacted by coastal hazards.
- Retreat – the relocation or removal of assets within an area identified as likely to be subject to intolerable risk of damage from coastal hazards.
- Accommodation – measures which suitably address the identified risks.
- Protect – used to preserve the foreshore reserve, public access and public safety, property and infrastructure.

The assessment of options is generally done in a progressive manner, moving through the various options until an appropriate mitigation option is found.

7.1 Coastal Adaptation Approach

The potential future movement of the shoreline and the risks posed from coastal hazards necessitates the requirement for coastal adaptation and risk mitigation planning. The proposed approach for the Hotel and Residential Resort development is summarised below:

- The majority of assets within the proposed Hotel and Residential Resort development **avoid** the coastal hazard risks over the 100 year planning timeframe to 2110. As shown in Figure 1.2 and 1.3, the majority of the proposed built assets are located towards the eastern portion of the site, landward of the 100 year erosion hazard line and above the 500 year ARI inundation water level.
- The proposed development assets seaward of the 100 year erosion hazard line to 2110, therefore potentially at risk over the planning timeframe, include the Hotel and several of

the Residences. These assets were both shown in Table 6.3 to have a Low risk of erosion impact over planning horizon to 2030, which is considered to be tolerable. Following this, these assets were both assessed as having a Medium and High risk of erosion impact to 2070 and 2110 respectively. The Hotel and Residences would likely have a service life of around 50 years. As such, these assets could be utilised in their planned locations over the next 50 years and subsequently removed to **avoid** erosion hazard risk or **retreated** to a location further landward at the end of their service life. The location for **managed retreat** would be determined at the time based on an updated coastal hazard risk assessment. The potential for retreat of these assets would be dependent on suitable space being available elsewhere on Lot 62 as a result of a redesign at that time. If no space is available, these assets would be removed.

- The public assets seaward of the 100 year erosion hazard line, therefore potentially at risk, include the Boardwalk (Medium by 2070) and Heaton St Road/Carparking (Medium by 2110). These risks are considered to be tolerable, however an As Low As Reasonably Practical (ALARP) approach is proposed. Similar to the Hotel and Residences, these assets would have a service live of around 25 or 50 years. At the end of their service life, the Boardwalk and Heaton St Road/Carparking could be removed to **avoid** erosion hazard risk or **retreated** to a location further landward. The location for **managed retreat** would be determined at the time based on an updated coastal hazard risk assessment.
- It is important to consider the beach and Dobbyn Park located seaward of the proposed Hotel and Residential Resort. The beach was assessed by the wider Shire CHRMAP (Cardno 2018) as being at Low, Medium, Extreme and Extreme risk of being impacted by erosion in 2016, 2030, 2070 and 2110 respectively. Dobbyn Park was assessed by the wider Shire CHRMAP (Cardno 2018) as being at Medium, Medium, Medium and High risk of being impacted by erosion in 2016, 2030, 2070 and 2110 respectively. These assets are located within a popular section of the Jurien Bay foreshore and are considered to be extremely valuable. It is envisaged that the City would want to preserve these assets, should the monitoring (refer to the wider Shire CHRMAP Implementation Plan) indicate that there are risks from erosion impact. MRA (2009) outlines a conceptual shoreline model for Island Point and the shoreline to the north, including that fronting the proposed Hotel and Residential Resort. The shoreline model was based on an investigation (PWD 1984) of sediment dynamics at Jurien Bay to inform the construction of the boat harbour as well as updated shoreline movement plots and analysis (MRA 2009). The conceptual shoreline model is presented in Figure 7.2 and estimates that there is approximately 20,800 m³/year of net sediment transport to the north at the relevant section of shoreline fronting Lot 62. Options may be available to trap this sediment and preserve key sections of the foreshore, including that at Dobbyn Park. The above strategies for the proposed Hotel and Residential Resort don't rely on this possibility, however recognise that the erosion risks posed to the proposed development assets in later planning horizons would be reduced if this occurred.
- The Commercial Carpark has a proposed 3.35 mAHD entrance off Roberts Rd and a basement level of 1.7 mAHD. It was assessed as being at risk of being impacted by inundation over the 100 year planning timeframe (Medium to 2070 and High to 2110) and mitigation controls are required to reduce these risks. The following **accommodation** strategies are proposed for the Commercial Carpark:
 - Designing an appropriate storm surge barrier at the Heaton St entrance that can be closed during the passage of a severe cyclone event to restrict the carpark from being inundated.

- Designing the walls appropriately to minimise any groundwater seepage.
 - Minimising the services within the carpark and locating any required service infrastructure along the ceiling.
 - Incorporating systems that allow for the easy isolation of services in different areas, which can be shut off easily if required.
- The remaining assets within the proposed development were rated as being at Low or Medium risk of being impacted by inundation over the 100 year planning timeframe. This is considered to be tolerable, however should adopt an ALARP approach. The following **accommodation** strategies are proposed for the Hotel and Residential Resort development.
- Designing assets appropriately to the minimum prescriptive requirements of codes and standards typically considered mandatory for coastal built forms.
 - Locating service infrastructure as far landward and as high as possible to reduce the potential for inundation exposure. This should be above the 500 year ARI level of 3.7 mAHD plus the appropriate allowance for sea level rise over the relevant planning horizon.
 - Storing all hazardous materials as far landward and as high as possible to reduce the risk of environmental damage should inundation occur. This should be above the 500 year ARI level of 3.7 mAHD plus the appropriate allowance for sea level rise over the relevant planning horizon.
- The westernmost Residences, that are located within the erosion hazard extent identified by the Coastal Hazard Assessment (GHD 2015) or have a finished floor level of less than 4.6 mAHD, should have a notification placed on the Certificate(s) of Title. This shall be to the effect of “this Lot is located in an area likely to be subject to coastal erosion/inundation over the next 100 years”



Figure 7.2 Conceptual Shoreline Model (MRA 2009)

7.1.1 Public Safety

As outlined previously, the risk ratings that were determined for coastal hazards, namely inundation, and the risk mitigation strategies outlined above, are provided on the basis that public safety will be managed by both Aliceville and DFES. DFES’s management already occurs along the entire coastline of Western Australia in response to cyclone events, which are the key

contributor to inundation hazards at the proposed Hotel and Residential Resort development (refer to Section 3).

Essentially, to manage risks associated with cyclone inundation, DFES communicate with the Bureau of Meteorology to receive updates on the potential cyclone tracks, associated storm surge and potential areas of inundation. Evacuations are then completed as required in order to manage public safety prior to event impact.

It is also important to note that there would be some degree of self-management of these risks by patrons of the Hotel and Residential Resort at the time of such events, as many travellers would be aware of the risks and would likely leave the area before conditions became too severe. Nevertheless, despite the potential self-management by travellers and the management by DFES, it is recommended that Aliceville develop a specific inundation risk management plan for the Hotel and Residential Resort. This plan should outline steps that should be taken as severe events approach, as well as evacuation pathways and routes to identified safe areas. It is recommended that this plan be developed in consultation with DFES and the Shire.

As a result of the evacuation policies that are already in place, as well as any further development of these policies that may be required specifically for the Hotel and Residential Resort, the management of public safety due to coastal hazards is ensured.

8. Implementation Plan

The risk mitigation and adaptation strategies outlined in Section 7 set out the general proposed coastal management approach for the Hotel and Residential Resort development. Direct guidance on when, what, how and by who these processes will be completed is provided within this Implementation Plan. For ease of reference, these details have been broken down to outline the requirements for each stage of the project and/or asset life.

8.1 Planning & Initial Construction

Coastal planning for this development involves mitigating against coastal hazard risks from erosion and inundation. The sole responsibility for any coastal hazard risks at the site is something that has been acknowledged and accepted by the proponent.

As discussed in Section 2.6, this will be passed on to the relevant residential landholders by way of a notification placed on the Certificate(s) of Title.

The other element that is key during the planning and construction phases is to ensure that the designs of each of the individual assets that comprise the proposed development are appropriate for the expected loading, namely wind or water pressures.

A summary of the requirements of the planning and construction stage is presented in Table 8.1.

Table 8.1 Implementation Plan – Planning & Initial Construction Stage

Requirement	Timing	Responsibility
Acceptance of disclosed hazards/vulnerability	Planning Stage	Respective asset owners. It is noted that the proponent has completed this through the acknowledgement and acceptance of risks presented in this CHRMAP This is to be acknowledged by residential landholders by way of a notification placed on the Certificates of Title.
Appropriate design of Hotel and Residential Resort structural elements and levels to ensure that erosion and inundation risks are managed as best as possible	Planning & Construction Stage	Proponent (supported by engaged design team)

8.2 Operation Over the Infrastructure Service Life

Over the service lives of the proposed assets, there will be a requirement to monitor the shoreline to ascertain whether coastal risks to assets are increasing. Further details of the monitoring requirements are outlined in Section 8.4. This monitoring will be responsibility of the proponent.

If, at some stage during the service life of an asset, the risks from coastal hazards become intolerable, the relevant assets will be relocated in accordance with the managed retreat adaptation strategy. If this is not financially viable or aligned with the development requirements

at this time, the relevant assets will be abandoned and removed from the site. In this way, a foreshore area will always be maintained fronting the site.

A summary of the requirements during the operation of the assets over their service life is presented in Table 8.2.

Table 8.2 Implementation Plan – Operation Over Infrastructure Service Life

Requirement	Timing	Responsibility
Monitoring coastal hazard risk to assess if risks become intolerable and assets need to be retreated (Refer Section 8.4)	Operation over service life	Proponent
IF REQUIRED Asset relocation/retreat in accordance with the requirements outlined in Section 8.3 OR Abandon and remove infrastructure for that particular asset	If risks to Hotel and Residential Resort development assets are intolerable	Proponent

8.3 Asset Replacement

Replacement of assets after their service life requires that they be located in an area where the risk to that asset over its remaining service life is considered to be acceptable. To do this will require a revised coastal hazard risk assessment to be completed in accordance with the requirements at that time. The appropriate location for replacement assets can then be chosen based on tolerable risk levels. Alternatively, that particular asset could be removed and not replaced, essentially adopting an avoid approach. The responsibility for these actions would rest with the proponent.

A summary of the requirements during the replacement of assets is presented in Table 8.3.

Table 8.3 Implementation Plan – Asset Replacement

Requirement	Timing	Responsibility
Complete a revised coastal hazard risk assessment to quantify the risk level at that time	Planning for asset replacement	Proponent
Determine appropriate retreat location for replacement assets based on acceptable risk level OR Remove infrastructure and abandon for that particular asset	Planning for asset replacement	Proponent

8.4 Monitoring & Review

Coastal monitoring and review is essential in order to track changes to the shoreline over time. Whilst the results of the Coastal Hazard Assessment (GHD 2015) provide an indication of the potential changes to the shoreline (and incorporate a justifiable level of conservatism), the system is inherently complex and the actual shoreline response could be different to that presented. Monitoring should therefore be completed to track changes over time and indicate whether the timing for risk mitigation should be adjusted. Triggers for further assessment of the shoreline movement have previously been discussed. As a result, the following triggers will be used for the proposed Hotel and Residential Resort development:

- Retreat of the shoreline (defined in this instance as the HSD) to within 60 m (S1 allowance (approximately 50 m) plus 10 m) of the proposed development assets as a result of chronic erosion will prompt review by a specialist coastal engineer to commence planning for managed retreat of assets or removal.
- Retreat of the shoreline to within 20 m of the proposed development assets caused by chronic erosion will prompt immediate managed retreat or removal of assets.
- Retreat of the shoreline to within 20 m of the proposed development assets caused by acute erosion will prompt review by a specialist coastal engineer to ascertain the potential for recovery of the shoreline before managed retreat is implemented.

The shoreline monitoring should be completed using a combination of onsite measurements and photo-monitoring as well as review of aerial photography captured by Landgate. Given the relatively large buffer for erosion and minimal shoreline movement as outlined in the Coastal Hazard Assessment (GHD 2015), it is recommended that shoreline monitoring is completed and assessed at two yearly intervals.

If the rate of change in shoreline position observed during the monitoring is materially different from that allowed for with the Coastal Hazard Assessment, it would be recommended that the

Coastal Hazard Assessment and this CHRMAP be updated to quantify any changes to the risks posed by coastal hazards.

Likewise, should the State Government guidance for the determination of the required allowances change as a result of new information becoming available, the Coastal Hazard Assessment and this CHRMAP should also be updated. This is especially the case for information regarding climate change and projected sea level rise, however may also apply for the calculation of severe storm erosion, shoreline movement erosion and inundation allowances. The responsibility for both of these actions would rest with the proponent.

A summary of the requirements for the monitoring and review is presented in Table 8.4.

Table 8.4 Implementation Plan – Monitoring & Review

Requirement	Timing	Responsibility
Shoreline monitoring	Ongoing – to be assessed on a 2 yearly basis or as required based on the triggers being met or exceeded	Proponent
Revision of Coastal Hazard Assessment and CHRMAP	If shoreline behaviour changes substantially from that identified within the Coastal Hazard Assessment OR If guidance changes on the determination of the required allowances as a result of new information becoming available	Proponent

9. Conclusions

This CHRMAP has been completed to provide guidance on required adaptation and management actions associated with the proposed Hotel and Residential Resort assets at Lot 62 Roberts St. It has been completed in line with the recommendations of SPP2.6 and WAPC (2014), using previous investigations and studies including the wider Shire CHRMAP (Cardno 2018).

The completion of a coastal hazard risk assessment for the proposed Hotel and Residential Resort development has shown that there is a risk of coastal hazards impacting the site over the 100 year planning timeframe. Over the shorter and medium term timeframes to 2030 and 2070 respectively, these risks were deemed to be tolerable to the proponent. The 2070 timeframe also exceeds the expected service life of the proposed development assets. Despite these levels of risk being acceptable to the proponent, the ALARP approach has been adopted for the proposed development and a number of risk mitigation strategies have been proposed for implementation.

Over the 100 year long term planning timeframe to 2110, the Hotel and Residences were determined to be at High risk of erosion hazard impact. Similarly, the Commercial Carpark was assessed as being at High risk of inundation hazard impact. A number of strategies were proposed in Section 7 to mitigate these risks to acceptable levels.

The risks assessed in this report and subsequent adaptation options and Implementation Plan proposed have been completed to inform coastal hazard planning for the proposed Hotel and Residential Resort in Jurien Bay. The strategies and Implementation Plan proposed are considered to adequately address potential coastal hazard risks associated with the development. The management of such coastal hazard risks enables the development of a much needed high end Hotel and Residential Resort to promote tourism and sustain economic growth in Jurien Bay and the Shire.

10. References

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APPLICATION NO: 17/19.
 DATE RECEIVED:
 RECEIPT NO:

CLAUSE 9.1.1



SHIRE of DANDARAGAN

**LOCAL PLANNING SCHEME NO.7
 DISTRICT ZONING SCHEME
 APPLICATION FOR DEVELOPMENT APPROVAL**

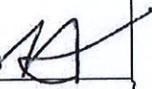
Owner details:		
Name: WESTSIDE TOURS		
ABN (if applicable) 48 623 480 919		
Address: UNIT 2/20 ROUSE ROAD, GREENFIELDS, WA Postcode: 6210		
Phone Home:	Fax:	Email:
Work: 6446 6999		admin@westsidetours.com.au
Mobile:		
Contact person for correspondence: Melissa Jones (melissa@westsidetours.com.au)		
Signature:		Date:
Signature:		Date:
The signature of the owner(s) is required on all applications. This application will not proceed without that signature. For the purposes of signing this application an owner includes the persons referred to in the Planning and Development (Local Planning Schemes) Regulations 2015 Schedule 2 Clause 62(2)		
Applicant details:		
Name: IAN GLEN		
Address: UNIT 2/20 ROUSE ROAD, GREENFIELDS, WA Postcode: 6210		
Phone Home:	Fax:	Email:
Work: 6446 6999		ian@westsidetours.com.au
Mobile:		
Contact person for correspondence: Melissa Jones (melissa@westsidetours.com.au)		
The information and plans provided with this application may be made available by local government for public viewing in connection with the application. <input type="checkbox"/> Yes <input type="checkbox"/> No		
Signature:		Date:
Property Details: PINNACLES DESERT / NAMBUNG NATIONAL PARK.		
Lot No:	House/Street No:	Location No:
Diagram or Plan No:	Certificate of Title Vol. No:	Folio:
Title encumbrances (e.g. easements, restrictive covenants):		
Street Name: PINNACLES DRIVE	Suburb: NAMBUNG	
Nearest street intersection PINNACLES DRIVE / INDIAN OCEAN DRIVE		
Proposed development:		
Nature of development: <input type="checkbox"/> Works <input checked="" type="checkbox"/> Use <input type="checkbox"/> Works and use		



Trading Permit Application Form (Including Food Stalls)

Renewal New Application

Applicant Details		
Name of Applicant: WESTSIDE TOURS PTY LTD		
Business Trading Name: WESTSIDE TOURS		
Address: UNIT 2/20 ROUSE ROAD GREENFIELDS, WA, 6210		
Telephone (H)	(W) 08 6446 6999	(M)
Email Address: Melissa@westsidetours.com.au		
Postal Address: "As above"		
Location of proposed trading activity (map must be submitted indicating the precise location): The Pinnacles Loop Road located within the Pinnacles Desert, Nambung National Park.		
Nature of proposed trading activity (including details of goods to be sold and / or services offered): Selling tickets and operating an approx 30 minute hop on / off tour of the Pinnacles Desert.		
Number of assistants/persons other than the Applicant expected to be employed or otherwise engaged in trading: 6.		
Trading will be conducted from:	Trestle Table	Marquee
Mobile Van	Other: Sales booth / 4WD vehicle	
Tickets may also be sold by staff at the Pinnacles Discovery Visitor Centre.		
vehicle registration number (if applicable): To be advised		
Proposed hours of operation: 9.30am till 7pm (Varying times)		
Proposed days/dates of operation: 7 days per week.		
Mobile trading only	Mobile plus permanent location Yes.	Stationary Trading only
Any other information relevant to this application:		

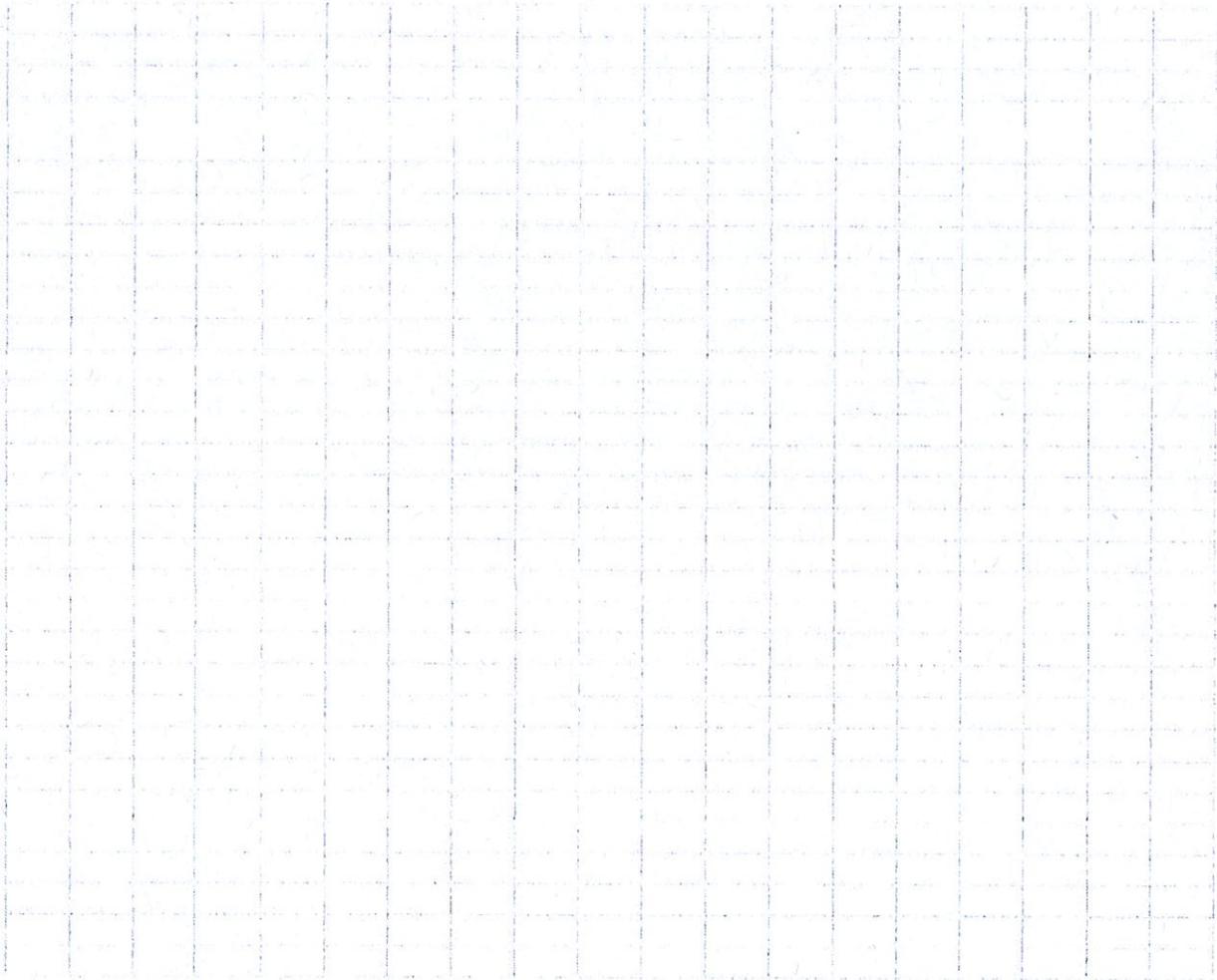
Food Stall N/A.		
Please list all types of food intended to be supplied (please list all foods)		
Is power required and if so from what source ie mains, generator		
Is the food to be prepared in a residential kitchen	Yes	No
What provision will be made for hand washing?		
What provisions will be made for utensil washing?		
How will you dispose of waste and wastewater?		
How will foods be kept at the adequate temperatures?		
Name of Applicant/s Melissa Jones		Signature of Applicant/s 
Date: 15/2/2019		

Site Plan

A detailed layout of the event is to be included with your application. Please ensure the following is indicated on the map (if applicable).

See attached.

North





Map data ©2019 Google





WESTSID
TOURS

EMERGENCY EXIT

4x4

4x4 BEACH BUS



Date	Name	How Contacted?	Issue/s	Proposed Response
2- Jan	Helle Rasmussen	Email	As landholder adjacent to the wind farm I would like to register my opposition to the height increase of the wind turbine from 165m to 180m.	Objection noted and details passed on to the Shire for consideration.
27- Dec	Ivy Kielman	Email	<p>Further to your letter dated 17 December 2018, I wish to raise objections for the following reasons:</p> <ol style="list-style-type: none"> 1. Increased health risks associated with the larger turbines- numerous well documented reports providing evidence of adverse health effects currently exist throughout the wind turbine literature. Have any independent studies on the short-term health ramifications been conducted? What is the longest period that these larger turbines have been in use and where? 2. Adverse environmental aesthetics associated with the visual aspects of the turbines. 3. Decreased land values As a concerned landholder located in close proximity to the Waddi Farm development, I would be appreciative if you could provide any additional documentation outlining the current approvals that have been gained. In particular, I would like to see location maps clearly outlining the exact positioning of the proposed transmission lines. 	Concerns to be acknowledged and technical information regarding turbine certification process to be provided. Current approvals including the approved transmission line route to be provided. It will be noted that the amendment is for the tip height only and that all other approved conditions are not being changed or under consideration.
3- Jan	Cr Jason Clarke	Email	I would just like to say how excited I am to hear that your wind farm is getting closer to construction. As a councillor, community member and as a local civil contractor, knowing there are going to be more employment opportunities coming up in our Shire it great. On a structure that size you can't notice an extra 15m.	Support noted and details passed on to the Shire for consideration.
2- Jan	John Scotney	Email	<p>I have several Questions:</p> <ol style="list-style-type: none"> 1. Will the increase in tip height affect the size of the restricted area surrounding each tower? 2. Will the increase in tip height increase noise of the turbine or affect a greater area surrounding each tower? 3. Are Tilt renewables offering compensation for the potential increase in restrictions, noise and visual impact of the 	The increase in tip height will not affect size of restricted areas. The setback distances from constraints may increase in some cases due to the larger diameter rotors to ensure compliance with the original consent conditions. The noise from the larger turbines will be

			increased turbine size?	less than or equal to the noise limits within the original consent and therefore the larger turbines will not affect a greater area surrounding each tower. Tilt Renewables is not offering compensation as the effects of increasing the tip height from 165m to 180m are deemed negligible.
7-Jan	Pierre Brockman	Phone	Phone call with Pierre on the 7th January to discuss concerns. Pierre to follow up call with an email which is yet to be received. Concerns include noise and visual effects. Pierre was informed that the noise from the wind farm would comply with the original planning conditions and State requirements.	Once the email describing Pierre's concerns is received, Tilt Renewables can provide a summary of the noise and visual amenity studies that have been undertaken as part of the planning amendment process. The studies undertaken by independent consultants have shown that there will not be significant noise or visual impact from the tip height amendment.

SCHEDULE OF SUBMISSIONS – AMENDMENTS TO DEVELOPMENT APPROVAL – WADDI WIND FARM

No.	Submitter	Comment/Concern	Shire Officer Response
1	Richard Brown JAV Brown and Sons 6 February 2019	<p>As the proponents of the Waddi Wind Farm want to now amend the original planning proposal, I see this as an ideal opportunity for the council to add into the plan that the wind farm pays a road maintenance fee and bond to be held by the Shire until the completion of the project.</p> <p>This would alleviate the road toll system you have imposed on us as rate paying resident farmers of the Dandaragan Shire who were trying to utilise a resource of gravel that we are fortunate enough to have on our property.</p> <p>By implementing this, the Dandaragan Shire would be collecting the maintenance fee direct from the end user NOT using a small rate payer business to collect the toll on the Shire's behalf.</p> <p>I would also expect the Shire to impose the same conditions on any further planning proposals such as the Yandin Wind Farm and any future mining proposals etc. This would enable the Shire to amend Condition 15 of the development approval and Condition 16 of the extraction industry licence on Lot 3 Rowes Road Yathroo, that was granted on 27 September 2018.</p>	<p>The Shire can only consider the amendments requested by the proponent for the increase heights of the wind turbines and wind monitoring towers under condition 1 of the 2011 development approval. No further conditions can be altered or added to the initial approval.</p> <p>Nonetheless, condition 11 of the 2011 development approval covers the road maintenance concerns of the development. This condition reads:</p> <p><i>The proponent in conjunction with the Shire of Dandaragan shall commission a Road Condition Report prepared by a recognised engineer (agreed by both parties) prior to the commencement of the project. The Road Condition Report shall, at least but not be limited to, identifying the following issues;</i></p> <p><i>a) suitability of the existing pavement strength (in wet and dry conditions) to cater for the proposed haulage loads and traffic volumes;</i></p> <p><i>b) suitability of the existing horizontal and vertical alignments to cater for the proposed haulage loads and traffic volumes; and</i></p> <p><i>c) identify and provide plans and costings for any required upgrade works to existing road network to make it suitable for the proposed haulage loads and traffic volumes.</i></p> <p><i>The costs associated with the preparation of the Road Condition Report and any road works identified in the Road Condition Report shall be undertaken at the cost of the proponent prior to any works commencing onsite.</i></p> <p>This condition will be met by the applicant once the construction contract is commissioned.</p>

			The road maintenance fee for extractive industries was considered by Council at the 13 December 2018 Ordinary Meeting; item 9.3.3.
2	Richard & Sue Negus 13 February 2019	<ol style="list-style-type: none"> 1. Sue (my wife) and I are most definitely against the development of these wind farms in Dandaragan. We have been resident in Dandaragan for over 50 years now and have thoroughly enjoyed the community spirit, cohesion and the general support for one another, hence our longevity in residing here. We really fear the fact that the development of these wind farms will do the opposite. 2. There have been a couple of instances south of Perth where the community have banded together to knock back the development proposals ...Williams and Kojonup I think. There was a small group of us, that tentatively went about getting support to knock back these Dandaragan projects, but we were soon loud mouthed down, and fearing the worst, dividing the community, we ran out of "puff". 3. The noise factor has not been sorted out... many families within a radius of wind farms have up and left... And what's more, have tried to sell their farms, only to find the devalued... Because of the uncertainty of the noise factor. We would hate that to be the case in Dandaragan. The extra blade size only exacerbates the problem, so we are opposed to the Shire granting approval to increase the size. We remain worried by the development of these projects. 	<ol style="list-style-type: none"> 1. Noted. 2. The wind farm development was approved by Council in December 2011 will proceed to be developed unless the proponent withdraws or the approval lapses the 10 January 2020 substantial commencement date. 3. Vipac Engineers & Scientists have reviewed the previous noise assessments for the development and the implications of the height amendments in a new noise assessment. The new assessment found that the predicted noise levels from the wind turbine configuration proposed can comply with the noise criteria and requirements at the relevant residential receivers. The levels also comply with the criteria for the landholder receivers that are involved with the wind farm. Furthermore, the assessment noted that the proposed increase in hub height and tip height will not increase the predicted noise level experienced at receivers located around the wind farm relative to the current approved hub height and tip height. Conditions 12 to 18 of the current development approval relate to noise and require that the final wind farm design meets applicable noise standards and that a post-construction monitoring program be implemented to verify compliance.

3	Pierre and Robyn Brockman 14 February 2019	<ol style="list-style-type: none"> 1. Being the closest neighbouring residence to the Waddi Wind Farm, we are naturally concerned with the development, progress, and future blade size of the wind farm. Our aim has always been to liaise with the Shire and WWF to have an amicable outcome. We have always maintained the same opinion that it is inevitable the wind farm will go ahead but we wish for a further 'set-back' away from our home. Our concerns remain the same as they were when the wind farm was given planning permission. 2. Effects - As there is still no precise location or size of the proposed turbines known, we remain very concerned about possible effects from the wind farm. When we took our concerns to Wind Prospect in 2012, we were assured that if we refused to sign a neighbour agreement, the turbines would have to be moved or smaller turbines installed. There has not only been no discussion with us regarding a set back further from our house, but it is now possible the blade size will be larger. Where distances of 2kms were recorded as a safe distance between turbines and residences, recent evidence would dispute that. We do not wish to be forced to leave a home and land we have spent a lifetime creating for ourselves and our family. 3. Blade size – Noise acoustic specialists agree that blade length is proportional to low frequency noise and infrasound as well as audible sound. The Waddi and Yandin wind turbines could be amongst the largest in Australia. 4. Physical Impact – noise and health. The World Health Organisation has now confirmed that wind turbine noise can be linked to health problems and that existing measurements may not be adequate. There is sufficient evidence for doctors, scientists and noise consultants from 	<ol style="list-style-type: none"> 1. Noted. 2 – 4. As per officer response 3 to the submitter 2. The proponent has detailed they currently do not have a neighbouring agreement with you and therefore any turbine will be at least 3km from your house and 1km from the common property boundary. 5. GHD have reviewed the previous visual assessments for the development and the implications of the height amendments, including new photomontages and Zone of Visual Influence (ZVI) diagrams. Regarding your concerns, GHD found the following: <ul style="list-style-type: none"> • There would be a marginal to imperceptible increase in impacts associated with the proposed amendments. • The ZVI mapping revealed a minor increase in visibility in the area surrounding the wind farm. • The six photomontages prepared show only a marginal change to views. • Shadow flicker remains within applicable limits. 6. Not a valid planning concern. 7. The proponent, Tilt Renewables. 8. As per officer response 3 to submitter 2. 9. The proponent, Tilt Renewables as per condition 30 of development approval. 10. Not applicable if the wind farm complies with the with relevant noise regulations and associated buffer distances to sensitive land uses.
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		<p>around the world to be concerned enough to produce peer reviewed articles on the health effects caused by wind turbines. Do you have a new noise measurement plan for the wind farm?</p> <ol style="list-style-type: none">5. Visual Impact – Because of close proximity to Waddi Wind Farm we are concerned that an increase in tip height of 15 metres is making an even greater visual impact on our countryside.6. Financial impact – The value of our property could be severely impacted by the proximity of the turbines, especially if they should be increased in size and potentially create more noise.7. Responsibility – who is responsible for mitigating any problems arising from the construction and operation of the wind turbines?8. What steps will be taken to mitigate any noise problems?9. Who is responsible for the decommissioning and removal of the turbines at the end of their working life?10. If there is to be a deduction in the total number of turbines in the WWF due to the increased turbine size, we would request that the closest turbines to our residence are removed.	
--	--	--	--

4	Helle Rasmussen 14 February 2019	<ol style="list-style-type: none"> 1. As a neighbouring landowner (Lot 54 Koonah Road) to properties where wind turbines are proposed to be built, I am informing the Shire of Dandaragan and its Councillors that I am extremely opposed to having the wind turbines built on the neighbouring properties and having the tip height increased to 180m. 2. If these wind turbines end up being built on the neighbouring land and with an increased height to 180m the whole area of our farm is going to be classed as affected area and over half classed as restricted area which means we will not be able to plant a tree, build any kind of buildings, shed, house or structure on this land. I believe having restriction like these imposed on us will have a very negative effect on us financially and environmentally. 3. Financially: Risk of lower land price as having 180m high wind turbines restricting use of land. 4. Environmentally: The sight of these huge 180m high wind turbines will dominate the otherwise pristine nature natural environment. 5. I just want what is fair – because how are we as the people who live in the community, pay our rates are involved in community groups supposed to believe the councillors have our interest at heart. 	<ol style="list-style-type: none"> 1. Noted. 2. Disagree. If the proponent does not have a neighbour agreement in place with you then they will be required to ensure the wind farm design complies with relevant noise regulations and associated buffer distances to sensitive land uses; of which the development currently complies with. Trees and outbuildings are not regarded as sensitive land uses and could still be built regardless. Nevertheless, Vipac's revised noise assessment outlined that the turbine height amendments are likely to be insignificant noise impacts and will not represent a notable change, if any, compared to the initial 2011 approved proposal. 3. Not a valid planning concern. 4. As per officer response 5 to submitter 3. 5. Noted. The proponent supplied detailed third-party studies to support the 2011 approved proposal which have been revised accordingly to consider the impacts of the height amendments in question. These experts have found the impacts associated with the development meet the current legislative climate and result in manageable and/or minor impacts on the locality.
5	Grant Creagh 15 February 2019	I support the amendment to increase the tip height of Waddi Wind Farm. The original proposal years ago had more smaller turbines. With larger turbines available now it can only benefit the whole economics and environmental impact of the project.	Noted.



Department of **Biodiversity,
Conservation and Attractions**



20 December 2018

SHIRE OF DANDARAGAN	VAUGHAN
DATE RECEIVED	BAILEY
- 2 JAN 2019	
DOC ID:	
Acknowledge	<input checked="" type="checkbox"/> Yes / No

Your ref:

Our ref:

Enquiries: Vaughan Williams

Phone: 9219 8773

Email: vaughan.williams@dbca.wa.gov.au

Mr B Bailey
Chief Executive Officer
Shire of Dandaragan
P.O. Box 676
Jurien Bay WA 6516

Dear Mr Bailey

VESTING OF R27995, YANDIN ROAD DANDARAGAN

Main Roads WA (MRWA) contacted the Department of Biodiversity, Conservation and Attractions (DBCA) in October 2018 advising that they no longer require R27995 for 'gravel purposes' and requested if the DBCA would include the reserve in the conservation Estate.

DBCA has reviewed the reserve and would be very supportive of taking on the vesting of this land for amalgamation with the adjoining class A reserve 39571, which has a purpose of Conservation Fauna Protection of Flora.

The issue is that R27995 is in a joint vesting with MRWA and the Shire of Dandaragan. To assist the DBCA to accomplish the amalgamation of these two reserves, the Shire is requested to relinquish the joint vesting of R27995.

Should the Shire agree to the relinquishing of the joint vesting of the reserve, your advice in writing would be appreciated.

Please contact me if you have any questions on this matter. Attached is a copy of the Reserve Enquiry Detail form for both reserves issued by Landgate, together with a map showing the two adjacent reserves.

Yours sincerely

Vaughan Williams
Land Administration Officer

Reserve Enquiry Detail [5100L]

Reserve	27995	Legal Area (ha)	25.8572	Screen Friendly	Pr
Name		Status	Current		
Type		Current Purpose	GRAVEL		
Notes					
File Number	124/66				

Class	Responsible Agency	Date of Last Change
C	MAIN ROADS WESTERN AUSTRALIA	09/04/2009

Management Orders	Document	Land Use	Local Government Auth
COMMISSIONER OF MAIN ROADS SHIRE OF DANDARAGAN		GRAVEL	DANDARAGAN, SHIRE OF

Add Item	CLT Number	Parcel Identifier	Street Address	Suburb	File Number	PIN	Area (sqm)	Map
<input type="checkbox"/>	LR3009-293	Lot 3835 On Plan 186964			00124-1966- 01RO	580124	258572.225	

Reserve Number 27995

Previous Certificates of Title	Historic Crown Allotments
	MELBOURNE Location 3835

Gaz Page/Document	Date	Type	Text
K899529	02/04/2009	Historical Responsible Agency	MAIN ROADS DEPARTMENT
3892	17/10/1986	Current Vesting	COMMISSIONER OF MAIN ROADS AND SHIRE OF DANDARAGAN
3893	17/10/1986	Vesting Revoked	WAS COMMISSIONER OF MAIN ROADS AND SHIRE OF DANDARAGAN W.P.L. 21 YEARS
3900	17/10/1986	Current Area	25.8572
3900	17/10/1986	Location	MELBOURNE LOC 3835
3900	17/10/1986	Survey Number	DIAGRAM 86964
2603	31/08/1979	Historical Vesting	VEST COMMISSIONER OF MAIN ROADS & VESTING SHIRE OF DANDARAGAN
559	25/02/1966	Original Gazettal and page	ORIGINAL GAZETTE
	25/02/1966	Class	C
	25/02/1966	Current Purpose	GRAVEL
	25/02/1966	Correspondence File Number	124/66
	25/02/1966	Historical Area	160.2.0
	25/02/1966	Public Plan	YATHEROO NW 1:25000
	25/02/1966	Street Name	YANDIN RD
	01/01/0001	Metric Conversion	64.9520,P8

This product is for information purposes only. A search of the original documentation is required for all legal purposes
Western Australian Land Information Authority (Landgate)

Reserve Enquiry Detail [5100L]

[Screen Friendly](#) [Pr](#)

Reserve	39571	Legal Area (ha)	39.0734
Name		Status	Current
Type		Current Purpose	CONSERVATION OF FLORA AND FAUNA
Notes			
File Number	960/986		

Class	Responsible Agency	Date of Last C
A	EXECUTIVE DIRECTOR OF THE DEPARTMENT OF CONSERVATION & LAND MANAGEMENT	30/11/2007

Management Orders	Document	Land Use	Local Government Auth
NATIONAL PARKS AUTHORITY		CONSERVATION FAUNA PROTECTION OF FLORA	DANDARAGAN, SHIRE OI

Add Item	CLT Number	Parcel Identifier	Street Address	Suburb	File Number	PIN	Area (sqm)	Map
<input type="checkbox"/>	LR3146-624	Lot 4090 On Plan 186964			00960-1986- 01RO	580121	390733.511	

Reserve Number 39571

Previous Certificates of Title	Historic Crown Allotments
	MELBOURNE Location 4090

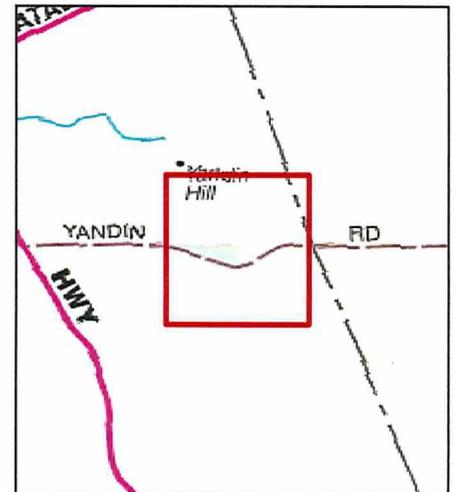
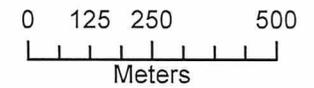
Gaz Page/Document	Date	Type	Text
	25/05/2007	Current Vesting	MANAGEMENT ORDER NATIONAL PARKS AND NATURE CONSERVATION AUTHORITY
397	12/02/1988	Class	A
3899	17/10/1986	Current Area	39.0734
3899	17/10/1986	Current Purpose	CONSERVATION OF FLORA AND FAUNA
3899	17/10/1986	Correspondence File Number	960/986
3899	17/10/1986	Location	MELBOURNE LOC 4090
3899	17/10/1986	Original Gazettal and page	ORIGINAL GAZETTE
3899	17/10/1986	Public Plan	YATHEROO N.W. 1:25 000
3899	17/10/1986	Street Name	YANDIN ROAD
3899	17/10/1986	Survey Number	DIAGRAM 86964
	17/10/1986	Historical Vesting	NATIONAL PARKS AND NATURE CONSERVATION AUTHORITY ACT 126 OF 1984

This product is for information purposes only. A search of the original documentation is required for all legal purposes
Western Australian Land Information Authority (Landgate)



PROPOSED ADDITION TO CONSERVATION ESTATE

- R27995
- Crown Reserve



Attachment 10

The Dept. of Biodiversity, Conservation and Attractions does not guarantee that this map is without flaw of any kind and disclaims all liability for any errors, loss or other consequence which may arise from relying on any information depicted.

Produced by Parks and Wildlife Service

Produced at 8:17am, on Nov27, 2018

Lease of Portion of Reserve 31884, Jurien Bay Interpretive Complex

Shire of Dandaragan

Jurien Bay Interpretive Complex Inc.



McLEODS

Barristers & Solicitors

Stirling Law Chambers | 220-222 Stirling Highway | CLAREMONT WA 6010

Tel: (08) 9383 3133 | Fax: (08) 9383 4935

Email: mcleods@mcleods.com.au

Ref: LMC:DAND:43277

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Details

Parties

Shire of Dandargan

of Post Office Box 676, Jurien Bay, Western Australia
(Lessor)

Jurien Bay Interpretive Complex Inc.

Registration Number A1021661G
of PO Box 735, Jurien Bay, Western Australia
(Lessee)

Background

- A The Lessor is the management body of the Land under the Order.
- B Under the Order, the Lessor has the power to lease the Land for any term not exceeding 21 years, subject to the approval of the Minister for Lands being first obtained.
- C The Lessee has requested that the Lessor grant it a lease of the Premises, and the Lessor has agreed subject to the parties entering into this lease agreement.

Agreed terms

1. Defined Terms and Interpretation

1.1 Defined Terms

In this Lease, unless otherwise required by the context or subject matter:

Alterations means any of the acts referred to in **clauses 11.1(1)(b) and 11.1(1)(c)**;

Amounts Payable means the Rent and any other money payable by the Lessee under this Lease;

Authorised Person means:

- (a) an agent, employee, licensee or invitee of the Lessor; and
- (b) any person visiting the Premises with the express or implied consent of any person mentioned in paragraph (a);

Basic Consideration means all consideration (whether in money or otherwise) to be paid or provided by the Lessee for any supply or use of the Premises and any goods, services or other things provided by the Lessor under this Lease (other than tax payable pursuant to this clause);

Business Day means a day other than a Saturday, Sunday or public holiday in Perth, Western Australia;

CEO means the Chief Executive Officer for the time being of the Lessor or any person appointed by the Chief Executive Officer to perform any of her or his functions under this Lease;

Commencement Date means the date of commencement of the Term specified in **Item 4** of the Schedule;

CPI means the Consumer Price Index (All Groups) Perth number published from time to time by the Australian Bureau of Statistics;

Encumbrance means a mortgage, charge, lien, pledge, easement, restrictive covenant, writ, warrant or caveat and the claim stated in the caveat or anything described as an encumbrance on the Certificate of Title for the Land;

Further Term means the further term specified in **Item 3** of the Schedule;

Good Repair means good and substantial tenantable repair and in clean, good working order and condition;

GST has the meaning that it bears in the GST Act;

GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and any legislation substituted for, replacing or amending that Act;

GST Adjustment Rate means the amount of any increase in the rate of tax imposed by the GST Law;

GST Law has the meaning that it bears in section 195-1 of the GST Act;

GST Rate means 10%, or such other figure equal to the rate of tax imposed by the GST Law;

Improvements includes all fixtures (including buildings, structures, alterations, additions and other improvements of whatever nature) affixed to the Premises, whether constructed before or after the grant of this Lease;

Interest Rate means the rate at the time the payment falls due being 2% greater than the Lessor's general overdraft rate on borrowings from its bankers on amounts not exceeding \$100,000.00;

Land means the land described at **Item 1** of the Schedule;

Lease means this deed as supplemented, amended or varied from time to time;

Lessee's Agents includes:

- (a) the sublessees, employees, agents, contractors, invitees and licensees of the Lessee; and
- (b) any person on the Premises by the authority of a person specified in paragraph (a);

Lessee's Covenants means the covenants, agreements and obligations set out or implied in this Lease or imposed by law to be performed and observed by the Lessee;

Lessor's Covenants means the covenants, agreements and obligations set out or implied in this Lease, or imposed by law to be performed and observed by the Lessor;

Minister for Lands means the Minister for Lands in her or his capacity as the body corporate continued under section 7 of the *Land Administration Act 1997*;

Notice means each notice, demand, consent or authority given or made to any person under this Lease;

Order means the vesting order published in the Government Gazette under the former *Land Act 1933* (and which now has the status of a Management Order made by the Minister for Lands

under section 46 of the *Land Administration Act 1997*), or the Management Order made under section 46 of the *Land Administration Act 1997*, under which the Land was vested in the Lessor to be held for the purpose of "Recreation and Community Centre";

Party means the Lessor or the Lessee according to the context;

Permitted Purpose means the purpose set out in **Item 6** of the Schedule;

Premises means the premises described in **Item 1** of the Schedule;

Rent means the rent specified in **Item 5** of the Schedule as varied from time to time under this Lease;

Rent Period means each period from the Commencement Date or a Rent Review Date to the next Rent Review Date or Termination;

Schedule means the Schedule to this Lease;

Term means the term of years specified in **Item 2** of the Schedule and any Further Term; and

Termination means expiry by effluxion of time or sooner determination of the Term or any period of holding over.

1.2 Interpretation

In this Lease, unless expressed to the contrary:

- (a) words importing:
 - (i) the singular includes the plural and vice versa; and
 - (ii) a gender or genders include each other gender;
- (b) if a word or phrase is assigned a particular meaning, other grammatical forms of that word or phrase have a corresponding meaning;
- (c) a reference to:
 - (i) a natural person includes a body corporate or local government;
 - (ii) a body corporate or local government includes a natural person;
 - (iii) a professional body includes a successor to or substitute for that body;
 - (iv) a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
 - (v) a statute, includes an ordinance, code, regulation, award, town planning scheme, regulation, local law, by-law, requisition, order or other statutory instruments made under any of them and a reference to any of them, whether or not by name, includes any amendments to, re-enactments of or replacements of any of them from time to time in force;
 - (vi) a right includes a benefit, remedy, discretion, authority or power;
 - (vii) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;

- (viii) this Lease or provisions of this Lease or any other deed, agreement, instrument or contract includes a reference to:
 - (A) both express and implied provisions; and
 - (B) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
- (ix) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
- (x) any thing (including, without limitation, any amount) is a reference to the 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; and
- (xi) a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure is a reference to, respectively, a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure of this Lease;
- (d) the covenants and obligations on the part of the Lessee not to do or omit to do any act or thing include:
 - (i) covenants not to permit that act or thing to be done or omitted to be done by the Lessee Agent's; and
 - (ii) a covenant to take all reasonable steps to ensure that that act or thing is not done or omitted to be done;
- (e) the meaning of general words or phrases is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and
- (f) if a Party comprises two or more persons, the covenants and agreements on their part bind them and must be observed and performed by them jointly and each of them severally, and may be enforced against any one or more of them.

1.3 Headings

Except in the Schedule, headings do not affect the interpretation of this Lease.

2. Minister for Lands' Consent

- (1) This Lease is subject to and conditional on the approval of the Minister for Lands under the *Land Administration Act 1997*.
- (2) The parties acknowledge that the Minister for Lands consent is annexed hereto as **Annexure 1**.

3. Grant of Lease

The Lessor leases to the Lessee the Premises for the Term subject to:

- (a) all Encumbrances;
- (b) the payment of the Amounts Payable; and
- (c) the performance and observance of the Lessee's Covenants.

4. Quiet Enjoyment

Except as provided in the Lease, subject to the performance and observance of the Lessee's Covenants the Lessee may quietly hold and enjoy the Premises during the Term without any interruption or disturbance from the Lessor or persons lawfully claiming through or under the Lessor.

5. Rent and Other Payments

5.1 Rent

The Lessee covenants with the Lessor to pay to the Lessor the Rent in the manner set out at **Item 5** of the Schedule on and from the Commencement Date clear of any deductions.

5.2 Outgoings

- (1) The Lessee covenants with the Lessor to pay to the Lessor or to such person as the Lessor may from time to time direct punctually all the following outgoings or charges, assessed or incurred in respect of the Premises:
- (a) local government rates, services and other charges, including but not limited to rubbish collection charges and the emergency services levy (if the Lessor in its sole discretion determines that such rates and charges are payable by the Lessee);
 - (b) water, drainage (including the pumping out of the grease trap if applicable) and sewerage rates, charges for disposal of stormwater, meter rent and excess water charges;
 - (c) telephone, electricity, gas and other power and light charges including but not limited to meter rents and the cost of installation of any meter, wiring, internet connections or telephone connection AND the Lessee shall ensure that any accounts for all charges and outgoings in respect of telephone, electricity, gas and other power and light charges are taken out and issued in the name of the Lessee;
 - (d) land tax and metropolitan regional improvement tax on a single ownership basis;
 - (e) premiums, excesses and other costs arising from the insurance obtained by the Lessor pursuant to **clause 7.2**. For the avoidance of doubt, the Parties agree:
 - (i) that if such premium or cost does not include a separate assessment or identification of the Premises or the Land, the Lessee must pay a proportionate part of such premium or cost determined by the Lessor acting reasonably; and
 - (ii) such insurance will include insurance for the full replacement value of buildings; and
 - (f) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Premises.
- (2) If the Premises are not separately charged or assessed the Lessee will pay to the Lessor a proportionate part of any charges or assessments referred to in **clause 5.2(1)** being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

5.3 Interest

Without affecting the rights, power and remedies of the Lessor under this Lease, the Lessee covenants with the Lessor to pay to the Lessor interest on demand on any Amounts Payable which

are unpaid for seven (7) days computed from the due date for payment until payment is made and any interest payable under this paragraph will be charged at the Interest Rate.

5.4 Costs

The Lessee covenants with the Lessor to pay to the Lessor on demand:

- (a) all duty, fines and penalties payable under the *Duties Act 2008* and other statutory duties or taxes payable on or in connection with this Lease;
- (b) all registration fees in connection with this Lease;
- (c) all legal costs of and incidental to the instructions for the preparation, execution and stamping of this Lease and all copies;
- (d) all costs, legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to:
 - (i) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;
 - (ii) any breach of covenant by the Lessee or the Lessee's Agents;
 - (iii) the preparation and service of a notice under section 81 of the *Property Law Act 1969* requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a Court;
 - (iv) any work done at the Lessee's request; and
 - (v) any action or proceedings arising out of or incidental to any matters referred to in this **clause 5.4** or any matter arising out of this Lease.

5.5 Payment of Money

Amounts Payable to the Lessor under this Lease must be paid to the Lessor at the address of the Lessor referred to in this Lease or as otherwise directed by the Lessor by Notice from time to time.

5.6 Accrual of Amounts Payable

Amounts Payable accrue on a daily basis.

6. Rent Review

6.1 Rent to be Reviewed

The Rent will be reviewed on and from each Rent Review Date to determine the Rent to be paid by the Lessee until the next Rent Review Date.

6.2 Methods of Review

The review will be either based on CPI Review or a Market Review. The basis for each rent review is as identified for each Rent Review Date in **Item 9** of the Schedule.

6.3 CPI Review

A rent review based on CPI will increase the amount of Rent payable during the immediately preceding period by the percentage of any increase in CPI having regard to the quarterly CPI

published immediately prior to the later of the Commencement Date or the last Rent Review Date as the case may be and the quarterly CPI published immediately prior to the relevant Rent Review Date. If there is a decrease in CPI having regard to the relevant CPI publications the Rent payable from the relevant Rent Review Date will be the same as the Rent payable during the immediately preceding period. Should the CPI be discontinued or suspended at any time or its method of computation substantially altered, the Parties shall endeavour to agree upon the substitution of the CPI with an equivalent index.

6.4 Market Review

A rent review based on market rent will establish the current market rent for the Premises (which will not be less than the Rent payable in the period immediately preceding the Rent Review Date) by agreement between the Parties and failing agreement, will be determined in accordance with the following provisions:

- (a) The Lessor shall notify the Lessee of the amount that it reasonably considers is the current market rent for the Premises.
- (b) If the Lessee does not dispute the amount notified, that amount becomes the Rent.
- (c) If the Lessee disputes the current market rent as notified by the Lessor, it must notify the Lessor of that dispute (Dispute Notice) within 21 days after receiving the Lessee's notification. The Lessee must comply with this time limit to dispute the notified amount.
- (d) If the Lessee gives a Dispute Notice, then the current market rent for the Premises will be determined at the equal expense of the Lessee and the Lessor by a suitably qualified and experienced valuer (**Valuer**) licensed under the *Land Valuers Licensing Act 1978*, to be appointed, at the request of either Party, by the President for the time being of the Australian Property Institute (Western Australian Division) (or if such body no longer exists, such other body which is then substantially performing the functions performed at the Commencement Date by that Institute).
- (e) The Valuer will act as an expert and not as an arbitrator and his or her decision will be final and binding on the Parties. The Parties will be entitled to make submissions to the Valuer.
- (f) In this clause, "current market rent" means the rent obtainable for the Premises in a free and open market if the Premises were unoccupied and offered for rental for the use for which the Premises are permitted pursuant to this Lease and on the same terms and conditions contained in this Lease, BUT will not include:
 - (i) any improvements made or effected to the Premises by the Lessee; and
 - (ii) any rent free periods, discounts or other rental concessions.

6.5 Rent will not Decrease Following Review

Notwithstanding the provisions in this clause, the Rent payable from any Rent Review will not be less than the Rent payable in the period immediately preceding such Rent Review Date.

6.6 Lessor's Right to Review

The Lessor may institute a rent review notwithstanding the Rent Review Date has passed and the Lessor did not institute a rent review on or prior to that Rent Review Date, and in which case the Rent agreed or determined shall date back to and be payable from the Rent Review Date for which such review is made.

7. Insurance

7.1 Insurance Required

The Lessee must effect and maintain with insurers approved by the Lessor (noting the Lessor's and the Lessee's respective rights and interest in the Premises) for the time being:

- (a) adequate public liability insurance for a sum not less than the sum set out at **Item 7** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require; and
- (b) insurance to cover the Lessee's fixtures, fittings, equipment and stock against loss or damage by fire, fusion, smoke, lightning, flood, storm, tempest, earthquake, sprinkler leakage, water damage and other usual risks against which a Lessee can and does ordinarily insure in their full replacement value, and loss from theft or burglary.

7.2 Building Insurance to be Effected by Lessor

The Lessor shall effect and keep effected insurance to the full insurable value on a replacement or reinstatement value basis of the Premises against damage arising from fire, tempest, storm, earthquake, explosion, aircraft, or other aerial device including items dropped from any device, riot, commotion, flood, lightning, act of God, fusion, smoke, rainwater, leakage, impact by vehicle, machinery breakdown and malicious acts or omissions and other standard insurable risks.

7.3 Details and receipts

In respect of the insurances required to be obtained by the Lessee pursuant to **clause 7.1**, the Lessee must:

- (a) on demand supply to the Lessor details of the insurances and give to the Lessor copies of the certificates of currency in relation to those insurances;
- (b) promptly pay all premiums and produce to the Lessor each policy or certificate of currency and each receipt for premiums or certificate of currency issued by the insurers; and
- (c) notify the Lessor immediately:
 - (i) when an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
 - (ii) when a policy of insurance is cancelled.

7.4 Not to Invalidate

The Lessee must not do or omit to do any act or thing or bring or keep anything on the Premises which might:

- (a) render any insurance effected under this clause on the Premises, or any adjoining premises, void or voidable;
- (b) cause the rate of a premium to be increased for the Premises or any adjoining premises (except insofar as an approved development may lead to an increased premium).

7.5 Report

The Lessee must report to the Lessor promptly in writing, and in addition verbally in an emergency:

- (a) any damage to the Premises of which it is or might be aware; and
- (b) any circumstances of which it is aware and which are likely to be a danger or cause any damage or danger to the Premises or to any person in or on the Premises.

7.6 Settlement of Claim

The Lessor may, but the Lessee may not without prior written consent of the Lessor, settle or compromise any claims under any insurance required by this **clause 7**.

7.7 Lessee Required to Pay Excess on Insurances

The Lessee agrees with the Lessor that it shall be responsible to pay any excess payable in connection with the insurances referred to in **clause 7.1** and/or **clause 7.2** in the event that it is determined by the insurer or otherwise that a claim arises out of or in connection with an act or omission of the Lessee.

7.8 Lessee's Equipment and Possessions

The Lessee acknowledges that it is responsible to obtain all relevant insurances to cover any damage and/or theft to its property. The Lessor does not take any responsibility for the loss or damage of the Lessee's property.

7.9 Failure to Comply with Insurance Requirements

If the Lessee fails to comply with any of its obligations under this **clause 7**, the Lessor may, by serving written notice upon the Lessee, require that such default be remedied within twenty-eight (28) days and in the event that the Lessee fails to comply with such notice, then the Lessor may, in its absolute discretion, immediately terminate this Lease.

8. Indemnity

8.1 Lessee Responsibilities

The Lessee is responsible and liable for all acts or omissions of the Lessee's Agents on the Premises and for any breach by them of any covenants or terms in this Lease required to be performed or complied with by the Lessee.

8.2 Indemnity

The Lessee indemnifies, and shall keep indemnified, the Lessor and the Minister for Lands from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Lessor or the Minister for Lands, or brought, maintained or made against the Lessor or the Minister for Lands, in respect of:

- (a) any loss whatsoever (including loss of use);
- (b) injury or damage of, or to, any kind of property or thing; and

- (c) the death of, or injury suffered by, any person,
caused by, contributed to, or arising out of, or in connection with, whether directly or indirectly:
- (i) the use or occupation of the Premises by the Lessee or the Lessee's Agents;
 - (ii) any work carried out by or on behalf of the Lessee on the Premises;
 - (iii) the Lessee's activities, operations or business on, or other use of any kind of, the Premises;
 - (iv) any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's covenants or obligations under this Lease; or
 - (v) an act or omission of the Lessee.

8.3 Obligations Continuing

The obligations of the Lessee under this clause:

- (a) are unaffected by the obligation of the Lessee to take out insurance, and the obligations of the Lessee to indemnify are paramount, however if insurance money is received by the Lessor for any of the obligations set out in this clause then the Lessee's obligations under **clause 8.2** will be reduced by the extent of such payment; and
- (b) continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

8.4 No indemnity for Lessor's Negligence

The parties agree that nothing in this clause shall require the Lessee to indemnify the Lessor or any Authorised Person against any loss, damage, expense, action or claim to the extent caused or contributed (to the extent of that contribution) by a negligent or wrongful act or omission of the Lessor or any Authorised Person.

8.5 Release

(1) The Lessee:

- (a) agrees to occupy and use the Premises at the risk of the Lessee; and
- (b) releases to the full extent permitted by law, the Lessor from:
 - (i) any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Premises or arising from the Lessee's use or occupation of the Premises by; and
 - (ii) loss of or damage to the Premises or personal property of the Lessee;

except to the extent that such loss or damage is caused or contributed (to the extent of that contribution) by a negligent or wrongful act or omission of the Lessor or any Authorised Person.

(2) The release by the Lessee continues after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

9. Limit of Lessor's Liability

9.1 No Liability for Loss on Premises

The Lessor will not be liable for loss, damage or injury to any person or property in or about the Premises however occurring, except to the extent that such loss or damage is caused or contributed (to the extent of that contribution) by a negligent or wrongful act or omission of the Lessor or any Authorised Person.

9.2 Limit on Liability for Breach of Lessor's Covenants

- (1) The Lessor is only liable for breaches of the Lessor's Covenants set out in this Lease which occur while the Lessor is registered as the management body for the Land.
- (2) The Lessor will not be liable for any failure to perform and observe any of the Lessor's Covenants due to any cause beyond the Lessor's control.

10. Maintenance, Repair and Cleaning

10.1 Keep Premises in Good Repair

The Lessee AGREES during the Term and for so long as the Lessee remains in possession or occupation of the Premises to maintain, replace, repair, clean and keep the Premises (which for the avoidance of doubt includes the Lessor's fixtures and fittings) in Good Repair having regard to the age of the Premises at the Commencement Date PROVIDED THAT this subclause shall not impose on the Lessee any obligation:

- (a) to carry out repairs or replacement that are necessary as a result of fair and reasonable wear and tear, EXCEPT when such repair or replacement is necessary because of any act or omission of or on the part of the Lessee (or any of the Lessee's Agents), or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee (or any of the Lessee's Agents); and
- (b) in respect of any structural maintenance, replacement or repair EXCEPT when such maintenance, repair or replacement is necessary because of any act or omission of or on the part of the Lessee (or any of the Lessee's Agents), or by the Lessee's particular use or occupancy of the Premises, or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee (or any of the Lessee's Agents).

10.2 Use Licensed Trades Persons

In discharging the obligations imposed on the Lessee under this **clause 10**, the Lessee shall where maintaining, replacing or repairing any part of the Premises:

- (a) use only licensed trades persons or such trades persons as may be approved by the Lessor and notified to the Lessee, which approval shall not be unreasonably withheld;
- (b) ensure that the Work Safe Code of Practice is adhered to at all times; and
- (c) provide the Lessor with a copy of any warranty, guarantee, certification or other documentation relating to repairs or work undertaken on the Premises.

10.3 Repair Damage

Unless such damage is the Lessor's responsibility pursuant to the terms of the Lease, the Lessee must promptly repair at its own expense to the satisfaction of the Lessor, any damage to the

Premises, regardless of how the damage is caused and replace any of the Lessor's fixtures and fittings which are or which become damaged.

10.4 Cleaning

The Lessee must at all times keep the Premises clean, tidy, unobstructed and free from dirt and rubbish.

10.5 Security

- (1) The Lessee must ensure the Premises, including the Lessor's and Lessee's fixtures and fittings, are appropriately secured at all times.
- (2) The Lessee covenants and agrees to pay to the Lessor, or to such person as the Lessor may from time to time direct, any security charges or call out charges which, in the Lessor's reasonable opinion, relate to the Lessee, the Lessee's Agents or the Lessee's use of the Premises.

10.6 Pest control

The Lessee must keep the Premises free of any pests and vermin and the cost of extermination will be borne by the Lessee.

10.7 Drains

- (1) The Lessee must keep and maintain the waste pipes, drains and conduits originating in the Premises or connected thereto in a clean, clear and free flowing condition and must pay to the Lessor upon demand the cost to the Lessor of clearing any blockage which may occur in such waste pipes, drains and conduits between the external boundaries of the Premises and the point of entry thereof into any trunk drain unless such blockage has been caused without neglect or default on the part of the Lessee.
- (2) The Lessee must not permit the drains, toilets, grease traps (if any) and other sanitary appliances on the Premises to be used for any purpose other than that for which they were constructed and must not allow any foreign matter or substance to be thrown therein.

10.8 Painting

- (1) The Lessee must, on or before each repainting date as stated in **Item 8** in the Schedule, paint with at least two coats of paint those parts of the Premises usually painted internally.
- (2) All painting carried out on the Premises must be carried out by a registered painting contractor.
- (3) The registered painting contractor engaged by the Lessee to paint the Premises must:
 - (a) do so in a proper manner using good quality materials;
 - (b) have the colour and quality of the materials approved in writing by the Lessor before the work commences;
 - (c) comply with all reasonable directions given or requests made by the Lessor; and
 - (d) be finished in a proper and workmanlike manner.

10.9 Comply with All Reasonable Conditions

The Lessee must comply with all reasonable conditions that may be imposed by the Lessor from time to time in relation to the Lessee's maintenance of the Premises.

10.10 Acknowledgement of State of Repair of Premises

The Lessee accepts the Premises on an 'as is' basis and acknowledges that it has inspected the Premises prior to the execution of this Lease and enters into the Lease with full knowledge of the state of repair of the Premises.

10.11 Maintain surroundings

- (1) The Lessee must regularly inspect and maintain in good condition any part of the Premises which surrounds any buildings, including but not limited to any flora, gardens lawns, shrubs, hedges and trees.
- (2) If there is any remnant natural bushland in the surrounds the Lessee must not remove or do anything to damage such bushland without written consent from the Lessor and the Lessee must maintain any such bushland, at its cost, in accordance with a maintenance programme agreed with the Lessor.
- (3) Subject to paragraph (2), any pruning of trees must be undertaken by a qualified tree surgeon.
- (4) Subject to paragraph (2), if any flora, trees or lawn dies the Lessee must replace the flora, trees or lawn at its own expense.
- (5) The Lessee must plant and care for such trees on the Premises as the Lessor may from time to time reasonably require.
- (6) Subject to paragraph (2), the Lessee may not remove any trees, shrubs or hedges without first consulting with and obtaining the approval of the Lessor, except where necessary for urgent safety reasons.

10.12 Safety & Testing Obligations

- (1) The Lessee acknowledges and agrees that it fully responsible at its costs for ensuring that the Premises and any fixtures or fittings are regularly tested, maintained and inspected to ensure that the Premises and such fixtures and fittings comply with all statutory requirements and are safe for use.
- (2) To comply with its obligation pursuant to **clause 10.12(1)** above, the Lessee acknowledges that it will be required to, amongst other things:
 - (a) comply with the requirements of the *Occupational Safety and Health Act 1984*, including without limitation the requirement for all portable plug-in electrical equipment and residual current devices to be safe and appropriately inspected, tested and maintained by a competent person;
 - (b) comply with all relevant requirements of the Department of Fire & Emergency Services (**DFES**), including without limitation the requirement to ensure that all fire protection and fire fighting equipment located, or installed at the Premises, is tested regularly for compliance with Australian Standards and DFES's requirements; and
 - (c) ensure that the emergency/exit lighting systems in the Premises are adequately maintained in accordance with the requirements of the Building Code of Australia and Australian Standards.

11. Alterations

11.1 Restriction

- (1) The Lessee must not without prior written consent:
- (a) (i) from the Lessor;
 - (ii) from any other person from whom consent is required under this Lease;
 - (iii) required under statute in force from time to time, including but not limited to the planning approval of the Lessee under a town planning scheme of the Lessee;
- (b) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises; or
- (c) remove alter or add to any fixtures, fittings or facilities in or on the Premises.

11.2 Consent

- (1) If the Lessor and any other person whose consent is required under this Lease or at law consents to any matter referred to in **clause 11.1** the Lessor may:
- (a) consent subject to conditions; and
 - (i) require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent; and
 - (ii) require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant; and
 - (b) if the Lessor consents to any matter referred to in **clause 11.1**:
 - (i) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
 - (ii) the Lessee must apply for and obtain all such consents, approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.

11.3 Cost of Works

All works undertaken under this **clause 11** will be carried out at the Lessee's expense.

11.4 Conditions

If any of the consents given by the Lessor or other persons whose consent is required under this Lease or at law require other works to be done by the Lessee as a condition of giving consent, then the Lessee must at the option of the Lessor either:

- (a) carry out those other works at the Lessee's expense; or
 - (b) permit the Lessor to carry out those other works at the Lessee's expense,
- in accordance with the Lessor's requirements.

12. Use

12.1 Restrictions on Use

The Lessee must not and must not suffer or permit a person to:

- (a) (i) use the Premises or any part of it for any purpose other than for Permitted Purpose;
or
- (a) (ii) use the Premises for any purpose which is not permitted under any town planning scheme or any law relating to health;
- (b) do or carry out on the Premises any harmful, offensive or illegal act, matter or thing;
- (c) do or carry out on the Premises any thing which causes a nuisance, damage or disturbance to the Lessor or to owners or occupiers of adjoining properties;
- (d) store any dangerous compound or substance on or in the Premises, otherwise than in accordance with the following provisions:
 - (i) any such storage must comply with all relevant statutory provisions;
 - (ii) all applications for the approval or renewal of any licence necessary for such storage must be first referred to the Lessor;
 - (iii) the Lessor may within its absolute discretion refuse to allow the storage of any particular dangerous compound or substance on the Premises; and
 - (iv) upon the request of the Lessor, the Lessee will provide a list of all dangerous compounds or substances stored on the Premises;
- (e) do any act or thing which might result in excessive stress or harm to any part of the Premises; or
- (f) display from or affix any signs, notices or advertisements on the Premises without the prior written consent of the Lessor, which consent shall not be unreasonably withheld or delayed.

12.2 No Warranty

The Lessor gives no warranty:

- (a) as to the use to which the Premises may be put; or
- (b) that the Lessor will issue any consents, approvals, authorities, permits or licences required by the Lessee under any statute for its use of the Premises.

12.3 Premises Subject to Restriction

The Lessee accepts the Premises for the Term subject to any existing prohibition or restriction on the use of the Premises.

12.4 Indemnity for Costs

The Lessee indemnifies the Lessor against any claims or demands for all costs, on a solicitor client basis, incurred by the Lessor by reason of any claim in relation to any matters set out in this clause.

13. Lessor's Right of Entry

13.1 Entry on Reasonable Notice

- (1) The Lessee must permit entry by the Lessor or any Authorised Person onto the Premises without notice in the case of an emergency, and otherwise upon reasonable notice:
- (a)
 - (i) at all reasonable times;
 - (ii) with or without workmen and others; and
 - (iii) with or without plant, equipment, machinery and materials;
 - (b) for each of the following purposes:
 - (i) to inspect the state of repair of the Premises and to ensure compliance with the terms of this Lease;
 - (ii) to carry out any survey or works which the Lessor considers necessary, however the Lessor will not be liable to the Lessee for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Lessee;
 - (iii) to comply with the Lessor's Covenants or to comply with any notice or order of any authority in respect of the Premises for which the Lessor is liable; and
 - (iv) to do all matters or things to rectify any breach by the Lessee of any term of this Lease but the Lessor is under no obligation to rectify any breach and any rectification under this clause is without prejudice to the Lessor's other rights, remedies or powers under this Lease.
- (2) In exercising the right of entry referred to in this clause the Lessor must cause as little inconvenience, disruption or damage to the Lessee and the Lessee's business as is practicable in the circumstances. The Lessee has no claim for any compensation or damages in respect of that exercise.

13.2 Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to at **clause 13.1(1)(b)(iv)** together with any interest payable on such sums will be a debt due to the Lessor and payable to the Lessor by the Lessee on demand.

14. Statutory Obligations and Notices

14.1 Comply with Statutes

The Lessee must:

- (a) comply promptly with all statutes and local laws from time to time in force relating to the Premises;
- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the Premises specified at **clause 12**; and
- (c) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Premises or to the business the Lessee carries on at the Premises.

14.2 Indemnity if Lessee Fails to Comply

The Lessee indemnifies the Lessor and the Minister for Lands against:

- (a) failing to perform, discharge or execute any of the items referred to in **clause 14.1**; and
- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clause 14.1**

except to the extent that any claim, demand, costs or other payments is caused or contributed (to the extent of that contribution) to by a negligent or wrongful act or omission of the Lessor or any Authorised Person.

15. Report to Lessor

The Lessee must promptly report to the Lessor:

- (a) any act of vandalism or any incident which occurs on or near the Premises which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police and of which the Lessee is aware or should be aware;
- (b) any occurrence or circumstances in or near the Premises of which it becomes aware, which might reasonably be expected to cause, in or on the Premises, pollution of the environment; and
- (c) all notices, orders and summonses received by the Lessee and which affect the Premises and immediately deliver them to the Lessor.

16. Default

16.1 Events of Default

A default occurs if:

- (a) any Amounts Payable remain unpaid for seven (7) days after becoming due whether or not a demand or Notice has been given to the Lessee;
- (b) the Lessee is in breach of any of the Lessee's Covenants (other than the covenant to pay the Amounts Payable) for fourteen (14) days after a Notice has been given to the Lessee to rectify the breach or to pay compensation in money;
- (c) an order is made or a resolution effectively passed for the winding up of the Lessee unless the winding up is for the purpose of amalgamation or reconstruction;
- (d) the association is wound up whether voluntarily or otherwise;
- (e) the Lessee passes a special resolution under the *Associations Incorporation Act 2015* altering its rules of association in a way that makes its objects or purposes inconsistent with the use permitted by this Lease;
- (f) a mortgagee takes possession of the property of the Lessee under this Lease;
- (g) any execution or similar process is made against the Premises on the Lessee's property;
- (h) the Premises are vacated, the Premises are vacated, or otherwise not used, in the Lessor's reasonable opinion, for the Permitted Purpose for a six month period; or

- (i) a person other than the Lessee or a permitted sublessee or assignee is in occupation or possession of the Premises or in receipt of a rent and profits.

16.2 Default Dispute Notice

- (1) If:
 - (a) any event of default specified in **clause 16.1** occurs; or
 - (b) the Lessor has exercised a right under this **clause 16** and the Lessee has failed to pay to Lessor the Lessor's cost of rectifying the Lessee's default or the award of damages within a reasonable time after demand for payment or failed to comply with an order of the court in relation to specific performance or an injunction (as the case may be),

the Lessor may issue the Lessee a dispute notice (**Default Dispute Notice**).

- (2) A representative of the Lessor and a representative of the Lessee must endeavour to resolve the dispute as soon as practicable, but if the dispute is not resolved within 10 Business Days after service of the Default Dispute Notice, the parties agree that the dispute will be automatically escalated to the CEO of the Lessor and the President of the Lessee for resolution.
- (3) The CEO of the Lessor and the President of the Lessee must endeavour to resolve the dispute as soon as practicable, but if the dispute is not resolved within 10 Business Days after the dispute is escalated for resolution or such later time as the parties may agree in writing, the parties agree that the Lessor may terminate this Lease in accordance with **clause 16.3**.

16.3 Termination

- (1) If the CEO of the Lessor and the President of the Lessee fail to resolve the dispute in accordance with **clause 16.2(3)**, the Lessor may, subject to **clause 16.3(2)**, terminate this Lease by reasonable notice to the Lessee but without affecting the right of action or other remedy which the Lessor has in respect of any other breach by the Lessee of the Lessee's Covenants or releasing the Lessee from liability in respect of the Lessee's Covenants.
- (2) In providing the Lessee with reasonable notice of its intention to terminate this Lease in accordance with **clause 16.3(1)**, the Lessor must have regard to the Lessee's obligations in **clause 20** in respect of the Premises.

16.4 Lessor May Remedy Breach

If the Lessee:

- (a) fails or neglects to pay the Amounts Payable by the Lessee under this Lease; or
- (b) does or fails to do anything which constitutes a breach of the Lessee's Covenants,

then, after the Lessor has given to the Lessee notice of the breach and the Lessee has failed to rectify the breach within a reasonable time, the Lessor may without affecting any right, remedy or power arising from that default pay the money due or do or cease the doing of the breach as if it were the Lessee and the Lessee must pay to the Lessor on demand the Lessor's cost and expenses of remedying each breach or default.

16.5 Acceptance of Amount Payable By Lessor

Demand for or acceptance of the Amounts Payable by the Lessor after an event of default has occurred will not affect the exercise by the Lessor of the rights and powers conferred on the Lessor by the terms of the Lease or at law and will not operate as an election by the Lessor to exercise or not to exercise any right or power.

16.6 Essential Terms

Each of the Lessee's Covenants in **clauses 5** (Rent and Other Payments), **6** (Insurance), **8** (Indemnity), **10** (Maintenance, Repair and Cleaning), **12** (Use) and **21** (Assignment, Subletting and Charging) is an essential term of this Lease but this clause **16.6** does not mean or imply that there are no other essential terms in this Lease.

16.7 Breach of Essential Terms

If the Lessee breaches an essential term of this Lease then, in addition to any other remedy or entitlement of the Lessor:

- (a) the Lessee must compensate the Lessor for the loss or damage suffered by reason of the breach of that essential term;
- (b) the Lessor will be entitled to recover damages against the Lessee in respect of the breach of an essential term; and
- (c) the Lessee covenants with the Lessor that if the Term is determined:
 - (i) for breach of an essential term or the acceptance by the Lessor of a repudiation of this Lease by the Lessee; or
 - (ii) following the failure by the Lessee to comply with any notice given to the Lessee to remedy any default,

the Lessee must pay to the Lessor on demand the total of the Amounts Payable under this Lease which would have been payable by the Lessee for the unexpired balance of the Term as if the Term had expired by effluxion of time together with the losses incurred or reasonably expected to be incurred by the Lessor as a result of the early determination including but not limited to the costs of re-letting or attempting to re-let the Premises;

- (d) the Lessee agrees that the covenant set out in this **clause 16.7(c)** will survive termination or any deemed surrender at law of the estate granted by this Lease;
- (e) the Lessee may deduct from the amounts referred to at **clause 16.7(c)** the Rent and other money which the Lessor reasonably expects to obtain by re-letting the Premises between the date of Termination and the date on which the Term would have expired by effluxion of time; and
- (f) the Lessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms but the Lessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Lease.

17. Repudiation by Lessee

17.1 Compensation

In the event that the Lessee's conduct (whether by acts or omissions) constitutes a repudiation of the Lease (or of the Lessee's obligations under the Lease) or constitutes a breach of any Lease covenants, it is agreed that:

- (a) the Lessee shall compensate the Lessor for the loss or damage suffered by reason of the repudiation or breach; and

- (b) the Lessor shall be entitled to recover damages against the Lessee in respect of the repudiation or breach of covenant for the damage suffered by the Lessor during the entire Term of this Lease.

17.2 Entitlement to Recover Damages

The Lessor's entitlement to recover damages shall not be affected or limited in the event that:

- (a) the Lessee abandons or vacates the Premises;
- (b) the Lessor elects to re-enter or to terminate the Lease;
- (c) the Lessor accepts the Lessee's repudiation; or
- (d) the Parties' conduct constitutes a surrender by operation of law.

17.3 Legal Proceedings

The Lessor shall be entitled to institute legal proceedings claiming damages against the Lessee in respect of the entire Term, including the periods before and after the Lessee has vacated the Premises, and before and after the abandonment, termination, repudiation, acceptance of repudiation or surrender by operation of law referred to in **clause 17.2**, whether the proceedings are instituted either before or after such conduct.

18. Option to Renew

If the Lessee at least three months, but not earlier than six months, prior to the date for commencement of the Further Term gives the Lessor a Notice to grant the Further Term and:

- (a) all consents and approvals required by the terms of this Lease or at law have been obtained; and
- (b) there is no subsisting default by the Lessee at the date of service of the Notice in:
 - (i) the payment of Amounts Payable; or
 - (ii) the performance or observance of the Lessee's Covenants,

the Lessor shall grant to the Lessee a lease for the Further Term at the Rent and on terms and conditions similar to this Lease other than this clause in respect of any Further Term previously taken or the subject of the present exercise and on such other terms and conditions as the Lessor may consider appropriate.

19. Holding Over

- (1) If the Lessee remains in possession of the Premises after the expiry of the Term with the consent of the Lessor, the Lessee will be a monthly tenant of the Lessor at a rent equivalent to one twelfth of the Rent for the period immediately preceding expiry of the Term and otherwise on the same terms and conditions of this Lease provided that all consents required under this Lease or at law have been obtained to the Lessee being in possession of the Premises as a monthly tenant.
- (2) The Lessee shall not be entitled to hold over for a more than twelve (12) months after the expiry of the Term.

- (3) To avoid doubt, the Lessee is obliged during any holding over period to pay any other outgoings payable by the Lessee under this Lease as if the holding over period was included in the Term.

20. Obligations on Expiry or Termination of Lease

20.1 Peacefully Surrender

On Termination the Lessee must:

- (a) peacefully surrender and return to the Lessor the Premises in at least the condition that was approved for the most recent development of the Premises and otherwise in a condition consistent with the performance of the Lessee's Obligations under this Lease; and
- (b) surrender to the Lessor all keys and security access devices and combination for locks providing an access to or within the Premises held by the Lessee whether or not provided by the Lessor.

20.2 Restore Premises & Remove Lessee's Property Prior to Termination

Prior to Termination, the Lessee at the Lessee's expense must:

- (a) restore the Premises to a condition consistent with the performance by the Lessee of the Lessee's Covenants under this Lease, fair wear and tear excepted; and
- (b) remove from the Premises all property of the Lessee including the Lessee's signs, fixtures, fittings, plant, equipment and other articles upon the Premises in the nature of trade or tenant's fixtures brought upon the Premises by the Lessee (other than air-conditioning plant and fire equipment, security alarms and security systems and other fixtures and fittings which in the opinion of the Lessor form an integral part of the Premises) and promptly make good, to the satisfaction of the Lessor, any damage caused by the removal.

20.3 Lessor Can Remove Lessee's Property on Re-entry

- (1) On re-entry the Lessor will have the right to remove from the Premises any property of the Lessee and the Lessee indemnifies the Lessor against all damage caused by the removal of and the cost of storing that property.
- (2) The Lessor may, at any time after the expiration or sooner determination of the Term, give the Lessee a notice (**Abandonment Notice**) requiring the Lessee to remove all fixtures, fittings, plant, equipment or other articles not previously removed by the Lessee in accordance with the requirement of this clause (**Remaining Items**). On the Lessee's receipt of an Abandonment Notice, the Lessee shall have SEVEN (7) days within which to remove all Remaining Items and failing removal within that SEVEN (7) day period, all Remaining Items still on the Premises or in the Lessor's custody shall be deemed absolutely abandoned by the Lessee and shall automatically become the absolute property of the Lessor and may be sold by the Lessor or disposed off at any time and without further notice or obligation to the Lessee. The Lessor shall be entitled to keep the proceeds of any sales and those proceeds shall not be taken into account to reduce any arrears, damages or other moneys for which the Lessee may be liable.

20.4 Obligations to Continue

The Lessee's obligations under this clause 20 will continue, notwithstanding the end or Termination of this Lease.

21. Assignment, Sub-letting and Charging

21.1 No Assignment or Sub-letting without Consent

The Lessee must not assign the leasehold estate in the Premises nor sub-let, part with possession, or dispose of the Premises or any part of the Premises without the prior written consent of the Lessor, the Minister for Lands and any other person whose consent is required under this Lease or at law

21.2 Lessor's Consent to Assignment and Subletting

Provided all parties whose consent is required, under this Lease or at law, to an assignment or sub-letting, give their consent and any assignment or sublease is for a purpose consistent with the use of the Premises permitted by this Lease then the Lessor may not unreasonably withhold its consent to the assignment or sub-letting of the leasehold estate created by this Lease if:

- (a) the proposed assignee or sublessee is a respectable and responsible person of good financial standing for non-profit making purposes;
- (b) all Amounts Payable due and payable have been paid and there is no existing unremedied breach, whether notified to the Lessee or not, of any of the Lessee's Covenants;
- (c) the Lessee procures the execution by:
 - (i) the proposed assignee of a deed of assignment; or
 - (ii) the proposed sublessee of a deed of sublease,to which the Lessor is a party and which deed is prepared and completed by the Lessor's solicitors; and
- (d) the assignment contains a covenant by the assignee or sublessee with the Lessor to pay all Amounts Payable and to perform and observe all the Lessee's Covenants.

21.3 Consents of Assignee Supplementary

The covenants and agreements on the part of any assignee will be supplementary to the Lessee's Covenants and will not release the assigning lessee from the Lessee's Covenants.

21.4 Property Law Act 1969

Sections 80 and 82 of the *Property Law Act 1969* are excluded.

21.5 Costs for Assignment and Sub-letting

If the Lessee wishes to assign or sub-let the leasehold estate created by this Lease the Lessee must pay all reasonable professional and other costs, charges and expenses, incurred by the Lessor or other person whose consent is required under this Lease, of and incidental to:

- (a) the enquiries made by or on behalf of the Lessor as to the respectability, responsibility and financial standing of each proposed assignee or sublessee;
- (b) any consents required under this Lease or at law; and
- (c) all other matters relating to the proposed assignment or sub-letting,

whether or not the assignment or sub-letting proceeds.

21.6 No Mortgage or Charge

The Lessee must not mortgage or charge the Premises.

22. Damage or Destruction of Premises

- (1) If the Premises is damaged or destroyed at any time during the Term, without neglect or default of the Lessee, and as a result the Lessee cannot use or access the Premises, then the Rent or a proportionate part thereof (according to the nature and extent of the damage) shall abate until the Premises has been re-built or made fit for the occupation and use of the Lessee.
- (2) If the Premises is damaged or destroyed at any time during the Term, without neglect or default of the Lessee, and the Lessor does not begin rebuilding the Premises within a reasonable time after the Lessee asks, or if the Lessor decides not to re-build the Premises and gives notice of this to the Lessee, either Party may elect to end this Lease by not less than 5 Business Days' notice to the other Party.

23. Notice

23.1 Form of Delivery

A Notice to a Party must be in writing and may be given or made:

- (a) by delivery to the Party personally; or
- (b) by addressing it to the Party and leaving it at or posting it by registered post to the address of the Party appearing in this Lease or any other address nominated by a Party by Notice to the other.

23.2 Service of Notice

A Notice to a Party is deemed to be given or made:

- (a) if by personal delivery, when delivered;
- (b) if by leaving the Notice at an address specified in **clause 23.1(b)**, at the time of leaving the Notice, provided the Notice is left during normal business hours; and
- (c) if by post to an address specified in **clause 23.1(b)**, on the second business day following the date of posting of the Notice.

23.3 Signing of Notice

A Notice to a Party may be signed:

- (a) if given by an individual, by the person giving the Notice;
- (b) if given by a corporation, by a director, secretary or manager of that corporation;
- (c) if given by a local government, by the CEO;
- (d) if given by an association incorporated under the *Associations Incorporation Act 2015*, by any person authorised to do so by the board or committee of management of the association; or
- (e) by a solicitor or other agent of the individual, corporation, local government or association giving the Notice.

24. Dispute Resolution

24.1 Determination by Expert

- (1) Unless otherwise provided in this Lease, if a dispute arises between the Lessor and the Lessee under a provision of this Lease either party may give a notice of dispute to the other (**Dispute Notice**).
- (2) A representative of the Lessor and representative of the Lessee must endeavour to resolve the dispute as soon as practicable, but if the dispute is not resolved within five (5) Business Days after service of the relevant Dispute Notice, either party may by written notice to the other party (**Referral Notice**) refer the dispute for written determination by a person (expert) appointed under **clause 24.2**.
- (3) The expert acts as an expert and not as an arbitrator.
- (4) The expert's determination is conclusive and binds both parties except in the case of a manifest error and matters of law.
- (5) The expert must practise in Western Australia.
- (6) The expert must have at least five (5) years current and continuous standing in the expert's profession at the date of appointment.
- (7) The Lessor and the Lessee may each be represented by a legal practitioner at any time during the determination of the dispute.
- (8) For the avoidance of doubt, the provisions of this clause shall not apply to a dispute under **clause 16.2**.

24.2 Appointment of Expert

- (1) If the parties cannot agree on an expert within ten (10) Business Days service of the relevant Referral Notice, either party may apply for the expert to be appointed as follows:
 - (a) for a matter of law, a practising barrister or solicitor appointed by the President of the Law Society of Western Australia;
 - (b) for a financial or accountancy matter, a practising chartered accountant appointed by the President of the Western Australian Regional Council of the Institute of Chartered Accountants in Australia; or
 - (c) for any other matter, a qualified person appointed by the senior officer of an appropriate association, institute, society or board.
- (2) If appropriate and if the parties agree, the dispute may be referred to a panel of experts representing more than one of the appropriate skills.

24.3 Expert's Fees

Each party must pay one half of the expert's fees and expenses, irrespective of the result of the determination.

24.4 Parties to Comply with Lease During Dispute

To the extent that the parties are able to do so, pending determination of the expert's decision they must continue to perform their obligations contained in this Lease.

24.5 Interlocutory Relief

Nothing in this clause prejudices the right of a party to institute proceedings to seek injunctive or urgent declaratory relief.

24.6 Payment of Amounts Payable to Date of Determination

The Lessee must pay the Amounts Payable without deduction to the date of the determination of the Expert or the date of an agreement between the parties whichever is the earlier, and if any money paid by the Lessee is not required to be paid within the terms of the determination of the Expert or by agreement between the parties, the Lessor will refund to the Lessee the monies paid.

25. Goods and Services Tax

25.1 Lessee must Pay

If GST is payable on the Basic Consideration or any part thereof or if the Lessor is liable to pay GST in connection with the lease of the Premises or any goods, services or other Taxable Supply supplied under this Lease then, as from the date of any such introduction or application:

- (a) the Lessor may increase the Basic Consideration or the relevant part thereof by an amount which is equal to the GST Rate; and
- (b) the Lessee shall pay the increased Basic Consideration on the due date for payment by the Lessee of the Basic Consideration.

25.2 Increase in GST

If, at any time, the GST Rate is increased, the Lessor may, in addition to the GST Rate, increase the Basic Consideration by the GST Adjustment Rate and such amount shall be payable in accordance with this clause.

25.3 GST Invoice

Where the Basic Consideration is to be increased to account for GST pursuant to this clause the Lessor shall in the month in which the Basic Consideration is to be paid, issue a Tax Invoice which enables the Lessee to submit a claim for a credit or refund of GST.

26. No Absolute Caveat

The Lessee nor any person on behalf of the Lessee must not lodge any absolute caveat at Landgate against the Certificate of Title for the Land.

27. Acts by Agents

All acts and things which the Lessor is required to do under this Lease may be done by the Lessor, the CEO, an officer or the agent, solicitor, contractor or employee of the Lessor.

28. Severance

If any part of this Lease is or becomes void or unenforceable, that part is or will be severed from this Lease to the intent that all parts that are not or do not become void or unenforceable remain in full force and effect and are unaffected by that severance.

29. Moratorium

The provisions of a statute which would but for this clause extend or postpone the date of payment of money, reduce the rate of interest or abrogate, nullify, postpone or otherwise affect the terms of this Lease do not, to the fullest extent permitted by law, apply to limit the terms of this Lease.

30. Further Assurance

The Parties must execute and do all acts and things necessary or desirable to implement and give full effect to the terms of this Lease.

31. Variation and Waiver

- (1) Subject to **clause 31(2)**, a provision of this Lease or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound.
- (2) Any waiver or variation of a provision of this Lease or right created under it is subject to the approval of the Minister for Lands under the *Land Administration Act 1997*.

32. Statutory Powers

The powers conferred on the Lessor by or under any statutes for the time being in force are, except to the extent that they are inconsistent with the terms and provisions expressed in this Lease, in addition to the powers conferred on the Lessor in this Lease.

33. Governing Law

This Lease is governed by and is to be interpreted in accordance with the laws of Western Australia and, where applicable, the laws of the Commonwealth of Australia.

34. Additional Terms, Covenants and Conditions

Each of the terms, covenants and conditions specified in **Item 10** of the Schedule are part of this Lease and are binding on the Lessor and the Lessee as if incorporated into the body of this Lease.

Schedule

Item 1 Land and Premises

Land

Reserve 31884, Lot 503 on Deposited Plan 64265 being the whole of the land comprised in Crown Land Title Volume LR3157 Folio 670.

Premises

That part of the Land shown delineated and identified by the letter 'A' on the sketch annexed to this Lease as **Annexure 2** and for the purpose of clarity includes all buildings, structures, alterations, additions and improvements on that part of the Land, or erected on that part of the Land during the Term.

Item 2 Term

21 years commencing on the Commencement Date and expiring on 31 December 2039.

Item 3 Further Term

Not applicable.

Item 4 Commencement Date

1 January 2019.

Item 5 Rent

One dollar (\$1.00) per annum plus GST payable on demand commencing on the Commencement Date.

Item 6 Permitted Purpose

Recreation and community purposes and uses reasonably ancillary thereto.

Item 7 Public Liability Insurance

Twenty million dollars (\$20,000,000.00).

Item 8 Repainting Dates

Not applicable.

Item 9 Rent Review Dates

Not applicable.

Item 10 Additional Terms, Covenants and Conditions

Nil.

Annexure 1 – Minister for Lands' Consent



Department of Planning,
Lands and Heritage

Land Use Management

Our ref: 00661-197 1/182502
Enquiries: Michaela Bevan,
Michaela.bevan@doh.wa.gov.au
ph 8552 4677 Fax: 6552 4417

19th November 2018

McLEODS BARRISTERS & SOLICITORS
220 STIRLING HIGHWAY
CLAREMINT WA 6010

Attention: Leah Christie

By email only: christie@mcleods.com.au

SECTION 18 CONSENT – LEASE OVER PORTION OF RESERVE 31884 BETWEEN SHIRE OF DANDARAGAN AND JURIEBAY INTERPRETATIVE COMPLEX INC, SHIRE OF DANDARAGAN

Dear Ms Christie

Thank you for your recent correspondence regarding permission to Lease portion of Reserve 31884 being portion of Lot 503 on Deposited Plan 64265 between the Shire of Dandaragan (lessor) and Juriebay Interpretative Complex Inc. (lessee) for the permitted use of "Recreation and Community Purposes and uses reasonably ancillary thereto" for a term of 21 years commencing 1st January 2019.

Reserve 31884 is set aside for the purpose of "Recreation and Community Centre" with a Management Order (M866957) to the Shire of Dandaragan with power to lease for any term up to 21 years, subject to the consent of the Minister for Lands.

In accordance with section 18 of the *Land Administration Act 1997* (LAA) approval from the Minister for Lands is granted to the proposed Lease provided to the Department of Planning, Lands and Heritage (DPLH) by email dated 8th November 2018 on the condition that the final Lease executed by the parties is on the same terms as that provided to DPLH with that email. If the final document executed by the parties is not on the approved terms, then it may be void under section 18 LAA.

Please note that this approval is for the purposes of section 18 LAA only and does not constitute an endorsement as to the terms and effect of the document. DPLH cannot provide any advice in respect of the Lease and recommends that each party obtain their own independent advice as to their rights and obligations under the Lease.

This approval is subject to the registration requirements of the *Transfer of Land Act 1893*. You will need to provide a copy of this letter to Landgate if the documents are to be lodged for registration at Landgate.

Gordon Stephenson House, 140 William Street Perth Western Australia 6000 Locked Bag 2506, Perth Western Australia 6001
Telephone (08) 6552 4400 Facsimile (08) 6552 4417 Freecall: 1800 735 764 (Country only)
Email: info@lands.wa.gov.au Website: www.lands.wa.gov.au
ABN: 62 565 723 454

Should you have any enquiries please do not hesitate to contact me on any of the above details.

Yours sincerely



Michaela Bevan
Senior Land Officer - #25293
Case Delivery

ATTESTATION SHEET

Executed by the parties as a Deed on the 6th day of December in the year 2018

LESSOR/LESSORS SIGN HERE (NOTE 10)

THE COMMON SEAL of the Shire of Dandaragan was hereunto affixed by authority of a resolution of the Council in the presence of:



[Signature]
Chief Executive Officer

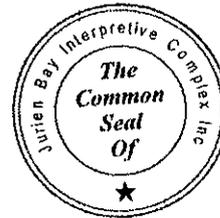
BRENT SELBY-BAILEY
(Print full name)

[Signature]
Shire President

LESLIE ANN HOLMES
(Print full name)

LESSEE/LESSEES SIGN HERE (NOTE 10)

THE COMMON SEAL of JURIEEN BAY INTERPRETIVE COMPLEX INC. (the Lessee) was hereunto affixed pursuant to the constitution of the Lessee in the presence of each of the undersigned each of whom hereby declares by the execution of this document that he or she holds the office in the Lessee indicated under his or her name-



[Signature]
Office Holder Sign

[Signature]
Office Holder Sign

JUDY KULISA
Name:

BERNADETTE O'GORMAN
Name:

20 HAMELIN AVENUE
Address: JURIEEN BAY

17 HAMELIN AVE, JURIEEN BAY
Address:

CHAIR
Office Held:

TREASURER
Office Held:

INSTRUCTIONS

1. If insufficient space in any section, Additional Sheet, Form B1 should be used with appropriate headings. The boxed sections should only contain the words "see page..."
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.
4. Where issued, the Duplicate Certificate of Title is required to be produced or if held by another party then arrangements must be made for its production.

NOTES

1. DESCRIPTION OF LAND

Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.

Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated. If part, define by recital and/or sketch. The Volume and Folio number to be stated.

2. LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS

In this panel show (subject to the next paragraph) those limitations, interests, encumbrances and notifications affecting the land being leased that are recorded on the certificate(s) of title:

(a) in the Second Schedule;

(b) If no Second Schedule, there are encumbrances.

(Unless to be removed by action or document before registration hereof)

Do not show any:

(a) Easement Benefits or Restrictive/Covenant Benefits; or

(b) Subsidiary interests or changes affecting a limitation, etc, that is to be entered in the panel (eg. if a mortgage is shown, do not show any partial discharges or any document affecting either).

The documents shown are to be identified by nature and number. The plan/diagram encumbrances shown are to be identified by nature and relevant plan/diagram. Strata/survey-strata plan encumbrances are to be described as "Interests on strata/survey- strata plan". If none show "nil".

3. LESSOR

State the full name of the Lessor/Lessors (REGISTERED PROPRIETOR) as shown in certificate of title and the address/addresses to which future notices can be sent.

4. LESSEE

State full name of the Lessee/Lesseees and the address/addressee to which future notices can be sent. If two or more state tenancy e.g. Joint Tenants, Tenants in Common. If Tenants in Common specify shares.

5. TERM OF LEASE

Must exceed 3 years.

Term to be stated in years, months and days or as the case maybe. Commencement date to be stated. Options to renew to be shown.

6. RECITE ANY EASEMENTS TO BE CREATED

Here set forth any Easements to be created as appurtenant to the lease commencing with the words "together with" and/or any Reservations hereby created encumbering the lease commencing with the words "reserving to".

7. State amount in words.

8. State term of payment.

9. Insert any Covenants required.

10. LESSOR/LESSEE EXECUTION

A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

EXAMINED

OFFICE USE ONLY

LEASE

LODGED BY McLeods Barristers & Solicitors

ADDRESS 220 Stirling Highway,
Claremont WA 6010

PHONE No. (08) 9383 3133

FAX No. (08) 9383 4935

REFERENCE No. DAND:43277

ISSUING BOX No. 346K

PREPARED BY McLeods Barristers & Solicitors

ADDRESS 220 Stirling Highway
Claremont WA 6010

PHONE No. (08) 9383 3133

FAX No. (08) 9383 4935

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

TITLES, LEASES, DECLARATION ETC LODGED HEREWITH

1. _____ Received Items
2. _____ Nos
3. _____
4. _____
5. _____ Receiving Clerk
6. _____

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.

Landgate



FORM LC1

WESTERN AUSTRALIA
LAND ADMINISTRATION ACT 1997
TRANSFER OF LAND ACT 1893 as amended

LEASE OF CROWN LAND (L)

DESCRIPTION OF LAND (NOTE 1)

That part of Reserve 31884, Lot 503 on Deposited Plan 64265 as shown delineated and identified by the letter 'A' on the plan annexed to the Lease as Annexure 2.

EXTENT

Part

VOLUME

LR3157

FOLIO

670

LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS (NOTE 2)

Reserve 31884 for the purpose of 'Recreation and Community Centre'

LESSOR (NOTE 3)

SHIRE OF DANDARAGAN of Post Office Box 676, Jurien Bay, Western Australia

LESSEE (NOTE 4)

JURIEN BAY INTERPRETIVE COMPLEX INC. of PO Box 735, Jurien Bay, Western Australia

TERM OF LEASE (NOTE 5)

21 years commencing on 1 January 2019.

THE LESSOR HEREBY LEASES TO THE LESSEE the land above described subject to the encumbrances as shown hereon (Note 6)

For the above term for the clear yearly rental of (Note 7): one dollar payable (Note 8): per annum.

SUBJECT TO THE COVENANTS AND POWERS IMPLIED UNDER THE LAND ADMINISTRATION ACT 1997 AND THE TRANSFER OF LAND ACT 1893 AS AMENDED (UNLESS HEREBY NEGATED OR MODIFIED) AND ALSO TO THE COVENANTS AND CONDITIONS CONTAINED HEREIN.



Corporate STYLE GUIDE

February 2019



OUR IDENTITY

Our identity is made up of several fundamental elements that contribute to building our image as a professional organisation.

The following pages present these key elements and provide an explanation of how to manage our identity.

- 1.0 Our Brand
- 1.1 Two Tier Branding
- 1.2 Crest
- 1.3 Logo
- 1.4 Minimum Execution
- 1.5 Crest Colour Variations
- 1.6 Logo Colour Variations
- 1.7 Brand Colours
- 1.8 Minimum Clear Space
- 1.9 Application
- 1.10 Sponsorship
- 1.11 Fonts
- 1.12 Email Signature
- 1.13 Presentations
- 1.14 Shire Matters
- 1.15 Letterhead
- 1.16 Letterhead Layout
- 1.17 Other Applications



1.0 OUR BRAND

The Shire of Dandaragan corporate images are the most identifiable elements of the organisation's brand, and a consistent image is vital to building the brand's identity.

To retain the integrity of the Shire of Dandaragan identity, the corporate images are to be used only in the colours and approved configurations outlined in this style guide. The Shire of Dandaragan logo and crest are visual expressions of the Shire of Dandaragan brand.



1.1 TWO TIER BRANDING

The Shire of Dandaragan has two levels of corporate branding - the crest and the logo.

The first tier is the crest. The crest has a symbolic history for the Shire and is revered for its depiction of four economic pillars that the Shire's success was built upon and the four unique townships of the region. The crest represents the Shire President and Council and is used for depicting civic assets and occasions.



The second tier is the logo. The logo represents the organisation of the Shire of Dandaragan as distinct from Council. The blend of colours is inclusive and can be interpreted as any number of landscapes, communities, assets or highlights that all combine to showcase the connectivity and diversity of the Shire to it's people and the bright opportunities available to residents and visitors.

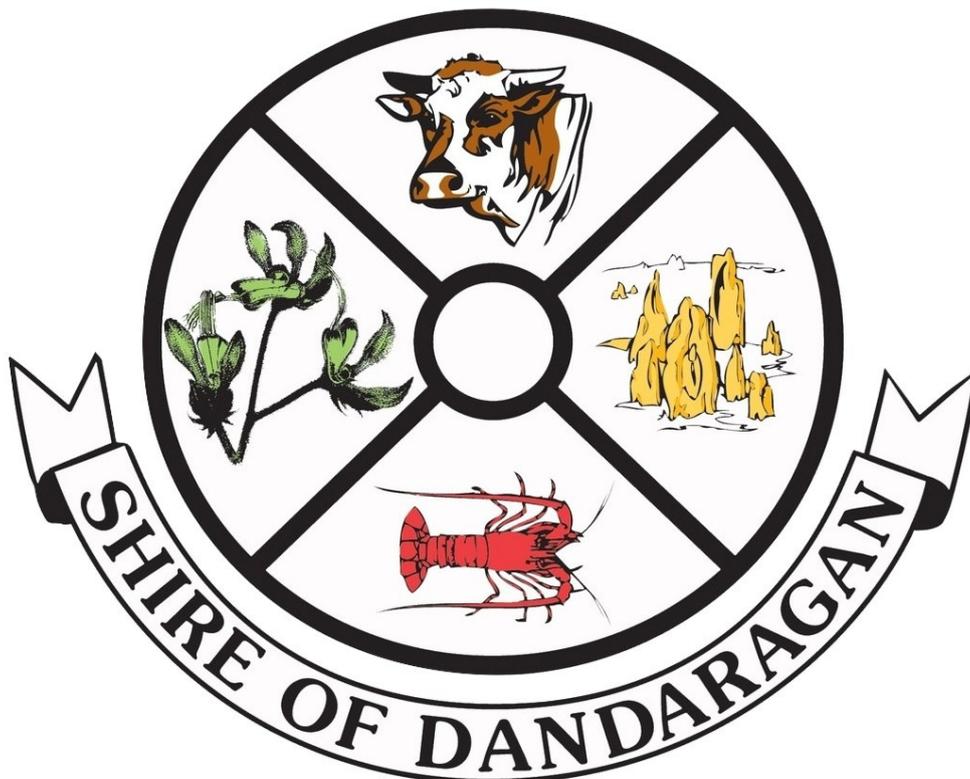


1.2 CREST

The Shire of Dandaragan crest includes the four-quadrant symbol as well as the banner containing the words 'Shire of Dandaragan'.

The crest should be used for all official Council correspondence, elected member stationery, name badges and Council-generated documents, such as Council meeting minutes and agendas. The crest is also used for invitations and correspondence for civic-related events including but not limited to Council meetings, citizenship events and Council elections. The crest is displayed within the Council chambers as official recognition of the elected member group and to acknowledge the history of the Shire and its four towns.

The crest is solely used to represent the elected members of the Shire of Dandaragan and is not available for external use by any organisation.



1.3 LOGO

The Shire of Dandaragan logo includes the colour quadrants and the words 'Shire of Dandaragan' in conjunction with each other.

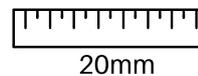
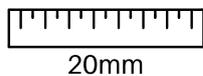
The logo should be reproduced no smaller than the minimum size and in the standard colours, shapes and formats as outlined in this style guide.

The logo shall be used for all operational matters, on all corporate stationery, internal and external correspondence relating to the Shire of Dandaragan administration and depot locations, on all marketing materials and as the primary logo to identify Shire of Dandaragan buildings, assets, uniforms, signage, vehicles and other representations of the organisation as required.



1.4 MINIMUM EXECUTION

The Shire of Dandaragan logo and crest is to appear no smaller than 20mm wide.



The Shire of Dandaragan logo and crest is to appear no smaller than 20mm wide.

The logo and crest may be re-sized as required but any re-sizing must retain the scale and proportion of both images.

The crest and logo must always include the words 'Shire of Dandaragan'.

1.5 CREST COLOUR VARIATIONS

Where possible, the crest should be reproduced in colour. There are some applications where a modified logo may be required, as outlined below:



Colour crest



Grayscale crest

1.6 LOGO COLOUR VARIATIONS

Where possible, the logo should be reproduced in colour. There are some applications where a modified logo may be required, as outlined below:



Colour logo



Mono logo



Reversed logo



Grayscale logo



1.7 BRAND COLOURS

For the best possible colour match across all mediums the below colours are represented in different formats to be used accordingly.

For printing, the Pantone series colour matching system should be used and there are CMYK and spot colour printing codes available.

For web, email and social media applications the spot colours have been matched to RGB colours.

Primary

To be used predominantly



CMYK
C100 / M70 / Y0 / K0
Pantone
2935 C
RGB
R0 / G91 / B170

Secondary

To be used when colours are needed to highlight areas



CMYK
C100 / M100 / Y30 / K22
Pantone
273C
RGB
R40 / G37 / B97

CMYK
C85 / M50 / Y0 / K0
Pantone
2726C
RGB
R27 / G117 / B188

CMYK
C70 / M16 / Y0 / K0
Pantone
229C
RGB
R42 / G169 / B224

CMYK
C75 / M0 / Y100 / K0
Pantone
361C
RGB
R57 / G181 / B74



CMYK
C0 / M35 / Y84 / K0
Pantone
1365C
RGB
R251 / G176 / B66

CMYK
C18 / M100 / Y91 / K8
Pantone
7620C
RGB
R189 / G32 / B46

CMYK
C0 / M98 / Y24 / K0
Pantone
213C
RGB
R237 / G26 / B117

CMYK
C51 / M99 / Y2 / K0
Pantone
513C
RGB
R144 / G42 / B141

Range

Full range of colours from the logo. These are only to be used where additional highlight colours are needed.



1.8 MINIMUM CLEAR SPACE

The crest and logo should have a surrounding area of clear space to achieve maximum visual impact. The guideline shown right demonstrates how to define the minimum amount of clear space required.

The dotted magenta line indicates the clear space. Inside this area must be kept clear of other logos, type or any other elements.

The dotted line shows the boundary of the logo. The clear space is defined from the height of one 'petal' in the logo. These proportions remain the same when the logo is scaled to any size.

When it is necessary to use the logo with other elements please ensure the other logo or image is placed outside of the minimum clear space boundary from the Shire of Dandaragan logo.



1.9 APPLICATIONS

For any applications of the crest or logo no alterations to the crest, logo or its usage is permitted.



1.9 SPONSORSHIP

Sponsorship is defined as any financial or in-kind assistance provided by the Shire of Dandaragan to external organisations. The Shire of Dandaragan must be acknowledged for any sponsorship arrangements entered into. It is preferable to have the Shire of Dandaragan logo as a sponsorship acknowledgement.



1.10 FONTS

Primary Typeface

Homizio (and any variations of this font) are to be used throughout the Shire of Dandaragan branding and marketing for any printed material .

Secondary Typeface

For Canva-created materials for Aileron font family are to be used.

Alternate Typeface

For applications where the primary or secondary typeface are not available Tahoma (and any variations of this font) are to be used throughout the Shire of Dandaragan internal documents and internal marketing. Tahoma is suitable for web-based font requirements, for emails and for Microsoft Office and associated applications.

1.11 EMAIL SIGNATURE

All corporate email accounts must comply with this format.:



Brent Bailey
CHIEF EXECUTIVE OFFICER

67 Bashford Street, Jurien Bay WA 6516
PO Box 676, Jurien Bay WA 6516
Phone (08) 9652 0800
Mobile 0429 204 538
Fax 08 9652 1310

dandaragan.wa.gov.au
[facebook/shireofdandaragan](https://www.facebook.com/shireofdandaragan)

The information contained in this email communication may be confidential. You should only read, disclose, re-transmit, copy, distribute, act in reliance on or commercialise the information if you are authorised by the Shire of Dandaragan to do so. If you are not the intended recipient of this email communication, please notify us immediately by email to council@dandaragan.wa.gov.au or by reply direct to the sender and then destroy any electronic or paper copy of this message. Any views expressed in this email communication are those of the individual sender, except where the sender specifically states them to be the views of the Shire of Dandaragan. While every effort has been made to ensure the integrity of this email the Shire of Dandaragan does not represent, warrant or guarantee that the integrity of this communication has been maintained nor that the communication is free of errors, virus or interference.

The logo is at the top of the email signature, followed by the first and last names of the author in bold font. The author's job title is on the next row in bold capital font. After a short line break, the contact details are in the order of street address, postal address, telephone number, mobile number (this is optional) and fax number. After another short break are the Shire of Dandaragan website and Facebook links, which should be hyperlinked to their associated website. All fonts for the above are Tahoma, size 10. A standard disclaimer is at the footer of each email, in Tahoma font size 8. No additional text, personalisation message or alteration to the signature block is permitted, other than the choice to include a mobile number or not.

1.11 EMAIL SIGNATURE

All Councillor email accounts must comply with these guidelines.



Leslee Holmes
SHIRE PRESIDENT

67 Bashford Street, Jurien Bay WA 6516
PO Box 676, Jurien Bay WA 6516
Phone (08) 9652 0800
Mobile 0408 419 468
Fax 08 9652 1310

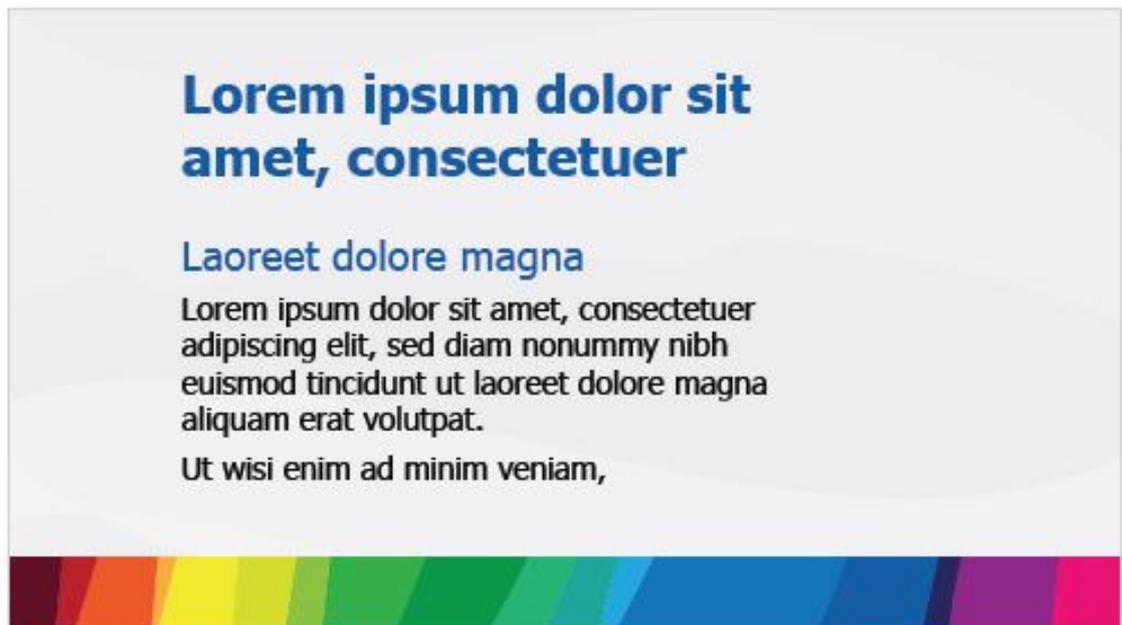
dandaragan.wa.gov.au
[facebook/shireofdandaragan](https://www.facebook.com/shireofdandaragan)

The information contained in this email communication may be confidential. You should only read, disclose, re-transmit, copy, distribute, act in reliance on or commercialise the information if you are authorised by the Shire of Dandaragan to do so. If you are not the intended recipient of this email communication, please notify us immediately by email to council@dandaragan.wa.gov.au or by reply direct to the sender and then destroy any electronic or paper copy of this message. Any views expressed in this email communication are those of the individual sender, except where the sender specifically states them to be the views of the Shire of Dandaragan. While every effort has been made to ensure the integrity of this email the Shire of Dandaragan does not represent, warrant or guarantee that the integrity of this communication has been maintained nor that the communication is free of errors, virus or interference.

The crest is at the top of the email signature, followed by the first and last names of the author in bold font. The Councillor's role title is on the next row in bold capital font. After a short line break, the contact details are in the order of street address, postal address, telephone number, mobile number (this is optional) and fax number. After another short break are the Shire of Dandaragan website and Facebook links, which should be hyperlinked to their associated website. All fonts for the above are Tahoma, size 10. A standard disclaimer is at the footer of each email, in Tahoma size 8. No additional text, personalisation message or alteration to the signature block is permitted, other than the choice to include a mobile number or not.

1.12 PRESENTATIONS

These PowerPoint templates can be used for any presentation being made on behalf of the Shire of Dandaragan. A title page and a content page is available for use and the provided font sizing, colours and layouts should be followed.



1.13 SHIRE MATTERS

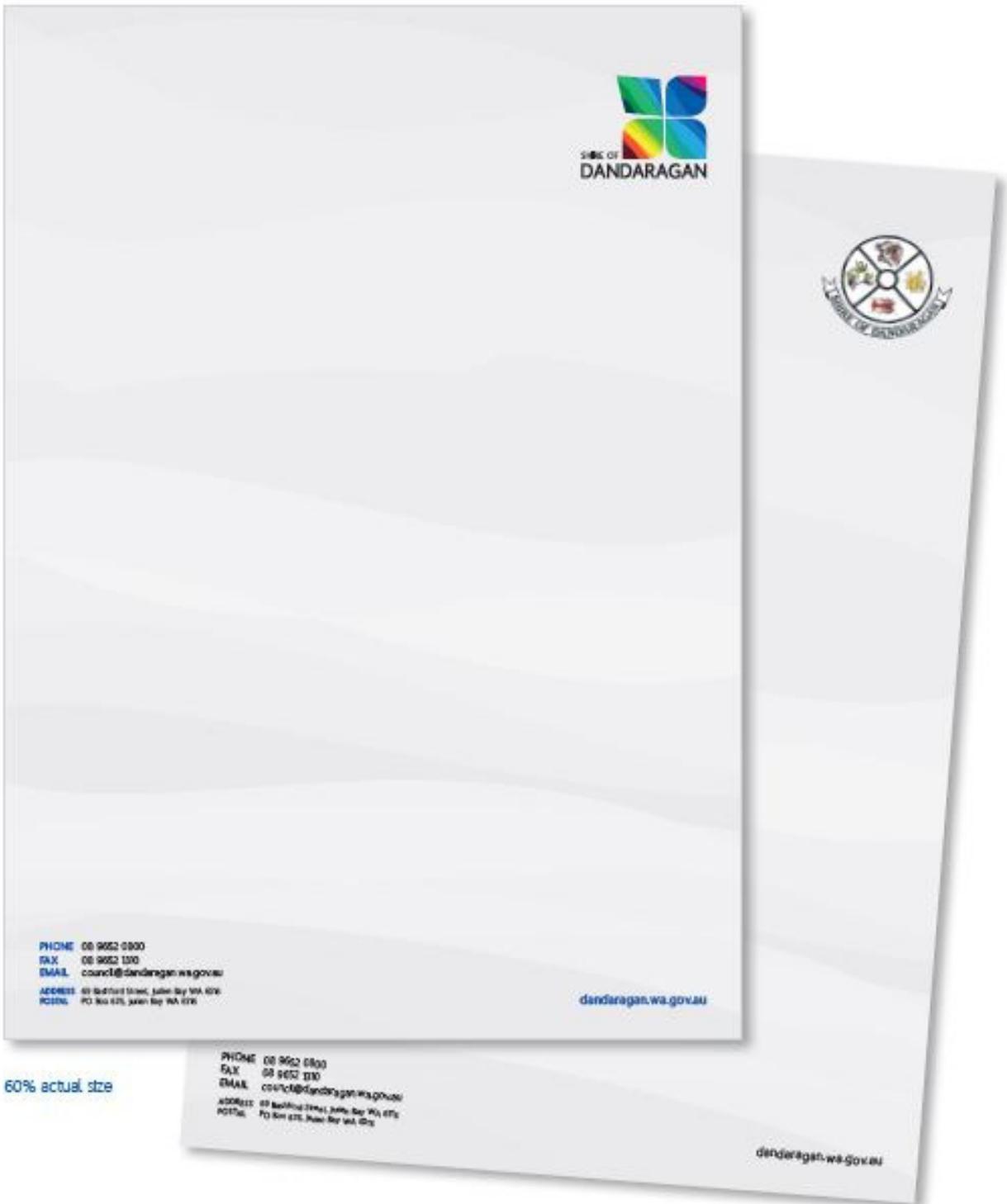
The Shire Matters newsletter is the only publication where both the Shire of Dandaragan logo and crest both appear. The crest is on the opening page of the newsletter to acknowledge the Shire President's report. The location of the crest may be adjusted to suit the layout of the newsletter and the placement of the Shire President's report.



60% actual size

1.14 LETTERHEAD

There are hard copy and digital letterheads available for use, with both logo and crest formats available. The majority of correspondence will be sent on the logo letterhead, with the crest letterhead reserved for the sole use of correspondence from elected members.



1.14 LETTER LAYOUT

When creating a letter the Doc ID reference number and contact person must not sit higher than 55mm from the top edge of the page to allow adequate clearance for the logo and address.

The letter body must not go below 265mm from the top of the page to allow adequate clearance at the bottom of the page.

The left hand margin of the letter must start at 23mm from the left-hand side. The right hand margin of the letter must start at 187mm from the left hand side (or 23mm from the right hand edge).

Letters must be typed in Tahoma Regular size 12 font and in the following format:

1. Shire of Dandaragan Doc ID reference
2. Contact name and telephone number reference
3. Long date format (eg 04 July 2018)
- 4 Address block
5. Salutation
6. Letter title (BOLD)
7. Body of letter
8. Closing salutation
9. Signature
10. Author's name (BOLD)
11. Author's position (BOLD CAPITALS)

An example of the letter layout is overleaf an an electronic letterhead is available on InfoXpert.

1.15 OTHER APPLICATIONS

Other applications can be designed as required by arrangement with the Economic Development Coordinator. Future artwork to be developed includes:

- With compliment slips
- Pre-paid envelopes
- Business cards
- Name badges
- Poster templates
- DL tri-fold flyer templates

Individual item designs will be completed as required for all items.

