



MINUTES

ORDINARY MEETING

OF COUNCIL

17 JULY 2018



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FOR
ORDINARY MEETING OF
COUNCIL
HELD ON 17 JULY 2018**

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SHIRE OF GINGIN

MINUTES OF THE ORDINARY MEETING OF THE SHIRE OF GINGIN HELD IN THE COUNCIL CHAMBER ON TUESDAY, 17 JULY 2018 AT 3.00 PM

DISCLAIMER

Members of the Public are advised that decisions arising from this Council Meeting can be subject to alteration.

Applicants and other interested parties should refrain from taking any action until such time as written advice is received confirming Council's decision with respect to any particular issue.

ORDER OF BUSINESS

1. DECLARATION OF OPENING

The Shire President declared the meeting open at 3.00pm and welcomed those in attendance.

2. RECORD OF ATTENDANCE, APOLOGIES AND LEAVE OF ABSENCE

2.1 ATTENDANCE

Councillors – I B Collard (Shire President), J W Elgin (Deputy Shire President), J Court, F Johnson, J C Lobb, J E Morton, F J Peczka and J K Rule

Staff – A Cook (Chief Executive Officer), K Lowes (Executive Manager Corporate and Community Services), A Butcher (Executive Manager Operations-Construction), R Rasool (Executive Manager Assets), K Bacon (Acting Executive Manager Planning and Development) J Bayliss (Acting Manager Statutory Planning) and L Burt (Governance/Minute Officer)

Gallery – There were ten members of the public present in the Gallery.

2.2 APOLOGIES

2.3 LEAVE OF ABSENCE

Councillor C W Fewster

3. DISCLOSURES OF INTEREST

Nil

4. PUBLIC QUESTION TIME

4.1 RESPONSES TO PUBLIC QUESTIONS PREVIOUSLY TAKEN ON NOTICE

Nil

4.2 PUBLIC QUESTIONS

Nil

5. PETITIONS, DEPUTATIONS AND PRESENTATIONS

5.1 PETITIONS

Nil

5.2 DEPUTATIONS

5.2.1 Item 11.3.2 Application for Development – Proposed Recreation – Private (Horse Riding School) on Lot 58 (No. 25) Ashby Road, Lennard Brook

Speaker/s: Fran Haenni

5.2.2 Item 11.3.2 Application for Development – Proposed Recreation – Private (Horse Riding School) on Lot 58 (No. 25) Ashby Road, Lennard Brook

Speaker/s: Paula Taylor

5.2.3 Item 11.3.2 Application for Development – Proposed Recreation – Private (Horse Riding School) on Lot 58 (No. 25) Ashby Road, Lennard Brook

Speaker/s: Jessica Bosch

5.3 PRESENTATIONS

Nil

6. APPLICATIONS FOR LEAVE OF ABSENCE

Nil

7. CONFIRMATION OF MINUTES

RECOMMENDATION

It is recommended that the Minutes of the Ordinary Meeting of Council held on 19 June 2018 be confirmed.

RESOLUTION

Moved Councillor Elgin, seconded Councillor Johnson that the Minutes of the Ordinary Meeting of Council held on 19 June 2018 be confirmed.

CARRIED UNANIMOUSLY

8. ANNOUNCEMENTS BY THE PRESIDING MEMBER

Nil

9. UNRESOLVED BUSINESS FROM PREVIOUS MEETINGS

Nil

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

Nil

11. REPORTS

11.1. OFFICE OF THE CEO

Nil

11.2. CORPORATE AND COMMUNITY SERVICES**11.2.1 MONTHLY FINANCIAL STATEMENT FOR THE PERIOD ENDING 30 JUNE 2018**

FILE: FIN/25
REPORTING OFFICER: KAYE LOWES – EXECUTIVE MANAGER CORPORATE AND COMMUNITY SERVICES
REPORT DATE: 17 JULY 2018
REFER: NIL

OFFICER INTEREST DECLARATION

Nil

COMMENT

The following are presented for Council's consideration:

1. Statement of Financial Position for the period to 30 June 2018 (**Appendix 1**);
2. List of Paid Accounts for the period to 30 June 2018 in accordance with the following summary of activity:

PAYMENT TYPE	\$
Municipal	
EFT	2,154,701.35
Cheque	35,921.01
Direct Debit	162,097.08
Total (Municipal)	2,352,719.44
Trust	0.00
Bank Statement	
Bank Fees and Charges	2,468.13
Wages and Salaries	243,988.13
Police Licensing	105,366.70
LA Office Rent	643.38
Total (Bank Statement)	352,466.34
TOTAL EXPENDITURE	2,705,185.78

A detailed payment schedule has been provided to Councillors and can be made available to the public at the Shire's Gingin Administration Centre and Lancelin Office upon request.

STATUTORY ENVIRONMENT

Local Government Act 1995

Part 6 – Financial management

Division 3 – Reporting on activities and finance

Section 6.4 – Financial report

Local Government (Financial Management) Regulations 1996

Part 4 – Financial reports – s.6.4

Regulation 34 – Financial activity statement required each month (Act s.6.4)

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2017-2027

Focus Area	<i>Governance</i>
Objective	<i>5. To demonstrate effective leadership, governance and advocacy on behalf of community</i>
Outcome	<i>5.1 Values Our Organisational/business values are demonstrated in all that we do.</i>
Key Service Area	<i>Financial Management</i>
Priorities	<i>Nil</i>

VOTING REQUIREMENTS – SIMPLE MAJORITY

RECOMMENDATION

It is recommended that Council:

1. Receive the Statement of Financial Position for the period ending 30 June 2018 as presented in Appendix 1; and
2. Endorse the List of Paid Accounts for the period ending 30 June 2018.

RESOLUTION

Moved Councillor Peczka, seconded Councillor Johnson that Council:

1. **Receive the Statement of Financial Position for the period ending 30 June 2018 as presented in Appendix 1; and**
2. **Endorse the List of Paid Accounts for the period ending 30 June 2018.**

CARRIED UNANIMOUSLY

APPENDIX 1



SHIRE OF GINGIN
MONTHLY STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY 2017 to 30 JUNE 2018

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Summary of Financial Position up to 30 June 2018

Operating Statement

	Jun-18			Annual Budget	Annual Budget %
	Actual	YTD Budget	Variance		
Revenue	14,806,358	13,926,873	8%	13,926,873	108%
Expenses	(16,120,801)	(15,918,474)	1%	(15,918,474)	101%
Profit/Loss	(352,130)	0	0%	0	0%
Non-Operating Grants	3,000,444	2,089,559	44%	2,089,559	144%
Net Result	1,342,871	97,959		97,959	

Assets & Liabilities

	May-18	Jun-18
	Current	
Assets	8,235,283	6,202,852
Liabilities	840,938	1,176,190
Non-Current		
Assets	155,512,422	155,975,513
Liabilities	2,664,677	2,440,340
Net Assets	160,242,091	158,561,835

CURRENT ASSETS & LIABILITIES



Capital Payments

	Jun-18			Annual Budget
	YTD Actual	YTD Budget	Variance	
Land & Buildings	420,746	1,448,834	-71%	1,448,834
Infrastructure Roads	3,153,781	3,986,675	-21%	3,986,675
Infrastructure Parks	1,278,382	1,650,267	-23%	1,650,267
Infrastructure Other	208,704	222,000	-6%	222,000
Infrastructure Footpaths	-	100,000	-100%	100,000
Plant & Equipment	1,884,599	44,000	3729%	44,000
Furniture and Equipment	76,620	93,241	-18%	93,241
Loans Current	225,940	225,947	0%	225,947
Transfer to Reserve	804,393	961,803	-16%	961,803
Provisions	15,175	-	0%	-
Net Result	7,868,339	8,732,767	-10%	8,732,767

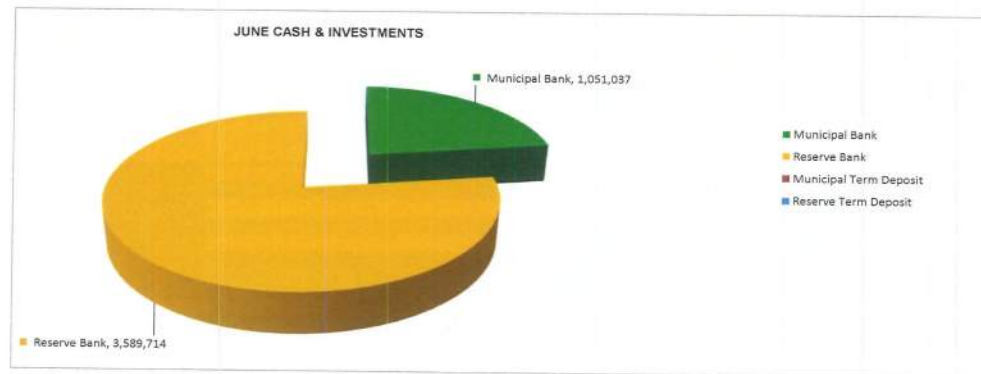
Refer to Capital Works Program.

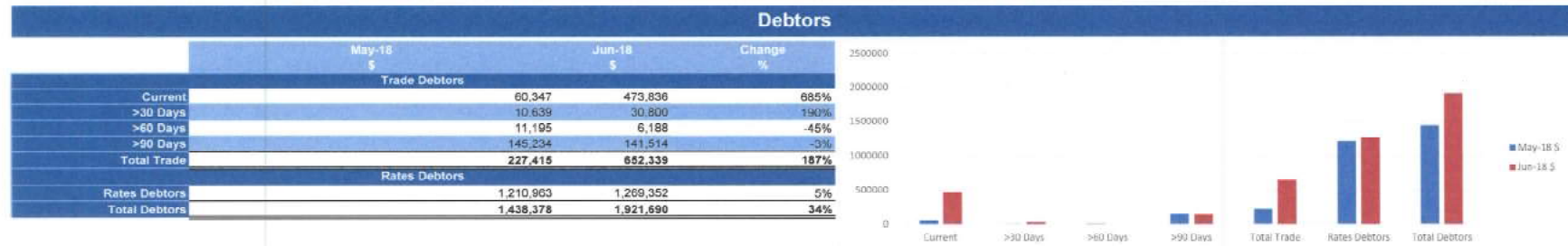
Note provisions are budgeted throughout operating accounts.

Cash & Investments

	Volume Held	
	May-18	Jun-18
Municipal Bank	1,391,685	1,051,037
Reserve Bank	643	3,589,714
Municipal Term Deposit	2,025,003	0
Reserve Term Deposit	3,373,243	0
Total	6,790,575	4,640,751

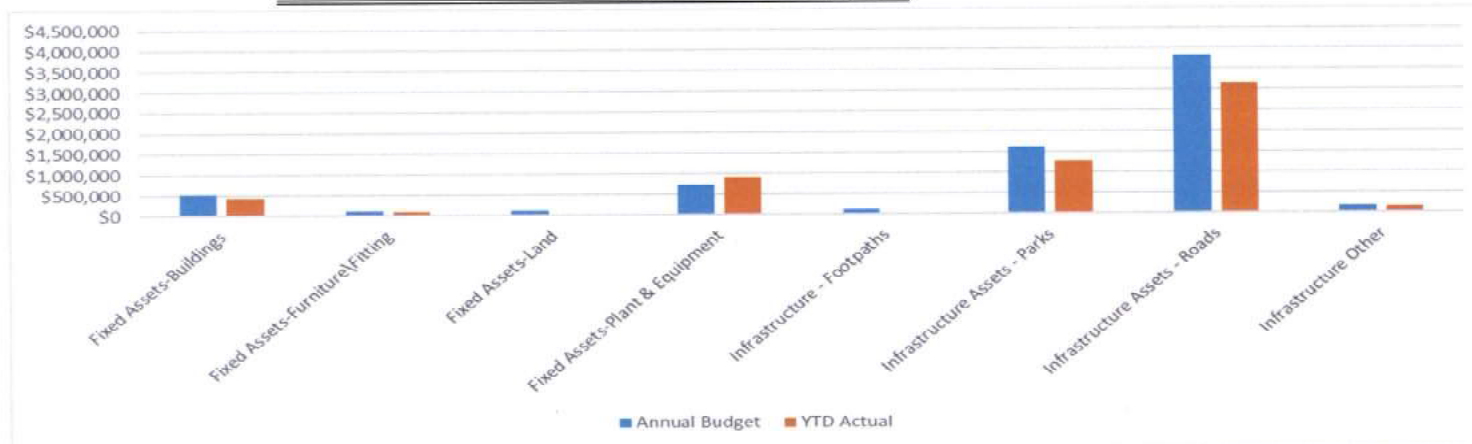
All investments matured in June and funds were returned to appropriate bank accounts.





Fixed Assets Expenditure June 2018

Asset Type	Annual Budget	YTD Actual
Fixed Assets-Buildings	\$531,568	\$429,528
Fixed Assets-Furniture\Fitting	\$100,375	\$76,620
Fixed Assets-Land	\$100,000	\$0
Fixed Assets-Plant & Equipment	\$732,968	\$910,189
Infrastructure - Footpaths	\$100,000	\$0
Infrastructure Assets - Parks	\$1,616,892	\$1,267,782
Infrastructure Assets - Roads	\$3,841,727	\$3,153,781
Infrastructure Other	\$164,500	\$148,704
	\$7,188,030	\$5,986,604

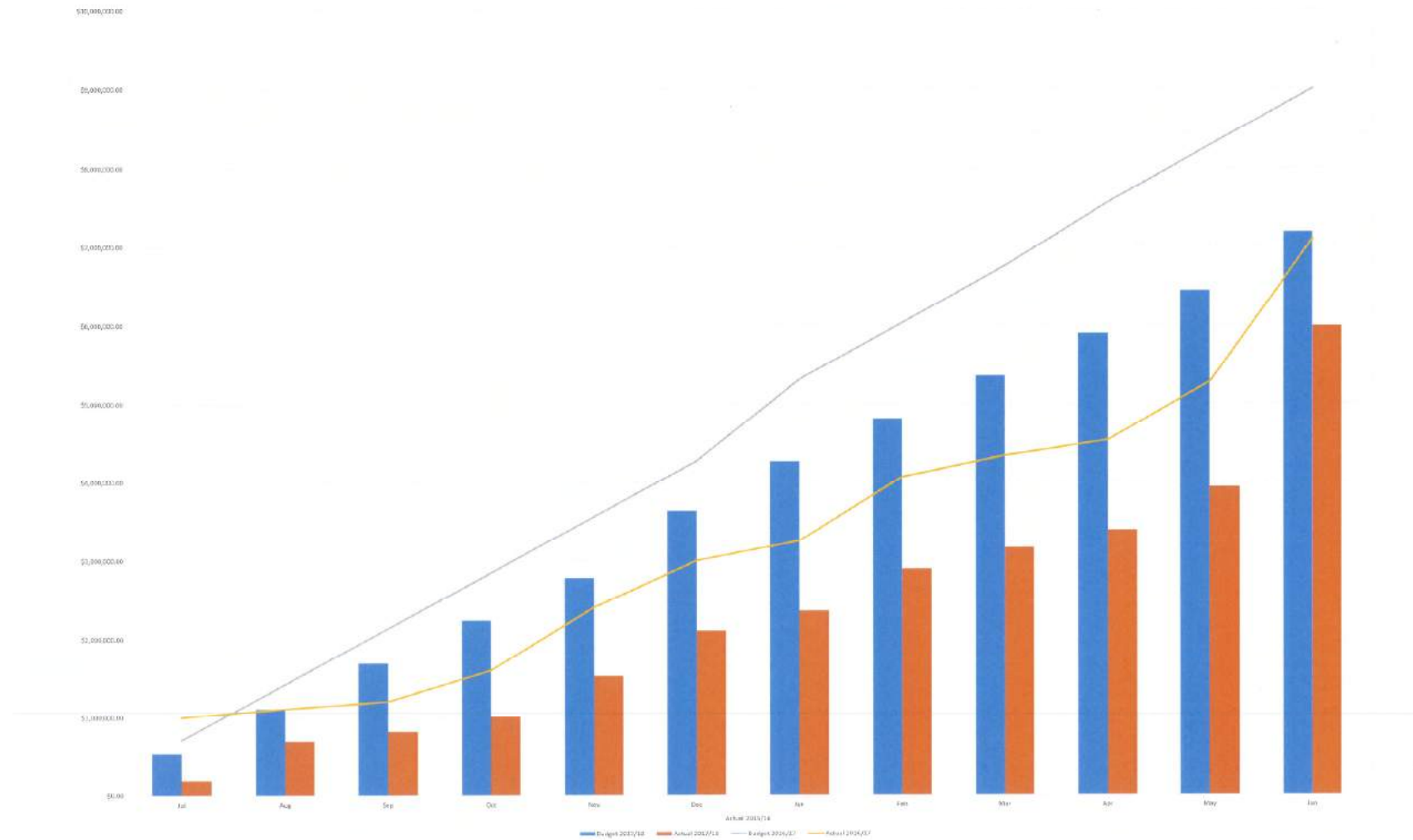


Fixed Assets Expenditure June 2018						
Account #	Account Description	Annual Budget	Actual YTD	Variance	% Total Budget	
05159129	Nilgen Fire Shed Construction	\$110,000	\$142,526	-\$32,526	129.57%	
06259020	Aged Homes Lancelin	\$90,362	\$28,576	\$61,786	31.62%	
06259050	Gingin Aged Units (Air-conditioning, kitchen refurbishments, floor coverings)	\$40,800	\$16,392	\$24,408	40.18%	
07159106	Gingin Medical Centre (New)	\$7,000	\$6,550	\$450	93.57%	
10259217	Ablution Facility Guilderton Foreshore	\$24,941	\$24,994	-\$53	100.21%	
11359010	LA Sporting Complex	\$0	\$2,655	-\$2,655		
11359049	Gingin Golf Club - Re-roof Club House	\$9,488	\$9,488	\$0	100.00%	
11359051	Gingin Bowling Club - Patio roof extension & disabled ramp	\$33,000	\$33,430	-\$430	101.30%	
11359090	GG Recreation Centre Building Land & Buildings	\$37,829	\$26,553	\$11,276	70.19%	
11359157	Gingin Horseman's Club Campdraft Facility	\$12,500	\$12,500	\$0	100.00%	
11359177	LA - Gun Club Transportable Toilet and Water to Site	\$25,001	\$22,727	\$2,274	90.91%	
11359179	LA - Bowling Club	\$9,500	\$10,600	-\$1,100	111.58%	
11359183	LP - Bowling Club - Synthetic Green	\$5,000	\$0	\$5,000	0.00%	
11659315	Old Granville Building	\$12,000	\$3,740	\$8,260	31.17%	
13259065	Caravan Park Chalets	\$64,990	\$60,733	\$4,257	93.45%	
13259300	Information Bays	\$26,500	\$15,999	\$10,501	60.37%	
14759140	CWA Building - Structural Repairs	\$22,657	\$12,065	\$10,592	53.25%	
04159110	Council Chambers Furniture	\$5,125	\$5,777	-\$652	112.73%	
07459010	Furniture And Equipment	\$2,300	\$1,365	\$935	59.37%	
10159004	Landfill Site POS Equipment	\$6,100	\$4,111	\$1,989	67.40%	
10659040	Planning Equipment	\$2,500	\$1,447	\$1,053	57.89%	
11559020	Lancelin Library Furniture and Equipment	\$1,500	\$1,423	\$77	94.88%	
13259060	GU Caravan Park Furniture/fittings	\$9,000	\$9,600	-\$600	106.67%	
13359010	Furniture And Equipment	\$1,700	\$0	\$1,700	0.00%	
14259110	Computer System Furniture And Equipment	\$32,516	\$31,093	\$1,423	95.63%	
14259115	Office Furniture/Equip. Furniture And Equipment	\$33,437	\$15,605	\$17,832	46.67%	
14359110	Depot - Furniture And Equipment	\$6,197	\$6,196	\$1	99.99%	
10159000	Landfill Site Implementation	\$60,000	\$0	\$60,000	0.00%	
14759124	Lancelin Commercial Centre Land Purchase	\$40,000	\$0	\$40,000	0.00%	
05159141	Hino 4X4 Truck Tanker (GU) GG03 - FIRE PUMP & ENGINE	\$0	\$370,250	-\$370,250		
05159200	Fire Warning Signs	\$60,000	\$60,000	\$0	100.00%	
05359020	Ranger/Fly Utility Purchase GG074	\$21,200	\$21,200	\$0	100.00%	
07459001	Vehicle Purchase - 6GG (5GG budget) EHO	\$43,000	\$43,008	-\$8	100.02%	
12359202	Kanga Loader GG040	\$44,129	\$44,129	\$1	100.00%	

12359750	Minor Plant/Equipment	\$15,000	\$13,834	\$1,166	92.22%
12359916	TCM Front End Loader GG016	\$313,000	\$313,000	\$0	100.00%
12359917	Case Loader GG026	\$56,385	\$14,805	\$41,580	26.26%
12359918	Maintenance Truck GG060	\$150,290	\$0	\$150,290	0.00%
14759226	Generator - Shire Office (Gingin)	\$29,964	\$29,964	\$0	100.00%
12259990	Footpath projects unallocated	\$100,000	\$0	\$100,000	0.00%
11259065	Lancelin Foreshore Development - Cunliffe St	\$150,000	\$0	\$150,000	0.00%
11259077	Guilderton Beach Access Boardwalk	\$89,000	\$36,208	\$52,792	40.68%
11259079	Boat Launch Facility - Planning Study	\$109,421	\$72,225	\$37,196	66.01%
11259081	LA Hinchcliffe Hill Staircase South Side	\$100,000	\$64,084	\$35,916	64.08%
11259082	LA Hinchcliffe Hill Ramp North Side	\$60,000	\$96,129	-\$36,129	160.21%
11259083	LA Hinchcliffe Hill Pathway and Carpark	\$82,125	\$0	\$82,125	0.00%
11359042	GG Swim Pool Plant & Pump Room	\$23,000	\$19,141	\$3,859	83.22%
11359047	Replace Dam Barrier - Granville Park Scenic Pool	\$35,000	\$6,875	\$28,125	19.64%
11359115	LA Skate Park Bowl (at BMX Track)	\$126,000	\$134,495	-\$8,495	106.74%
11359124	LA 1/2 Basketball Court	\$15,000	\$17,014	-\$2,014	113.42%
11359132	Playground Equipment	\$36,772	\$37,124	-\$352	100.96%
11359133	LP Playground Equipment	\$135,949	\$136,369	-\$420	100.31%
11359155	Bendigo Bank Complex	\$9,000	\$0	\$9,000	0.00%
11359170	GG Recreation Ground	\$25,625	\$13,300	\$12,325	51.90%
11359171	Regional Hardcourt Facility - Bank Stabilisation & Landscaping	\$165,000	\$159,900	\$5,100	96.91%
11359268	Lancelin Golf Club Bore and Pump	\$60,000	\$60,000	\$0	100.00%
13259068	Lancelin Caravan Park - Infrastructure Parks	\$355,000	\$354,919	\$81	99.98%
13259314	Caravan Park Retaining Wall	\$60,000	\$60,000	\$0	100.00%
13259315	Caravan Park Tap and Pipe Replacement Bays	\$40,000	\$0	\$40,000	0.00%
12259160	Cowalla Road Bridge Upgrade	\$190,000	\$0	\$190,000	0.00%
12259161	Marchmont Drainage	\$160,000	\$137,504	\$22,496	85.94%
12259170	Rural - Mimegarra Road	\$290,764	\$73,530	\$217,234	25.29%
12259211	Guilderton - Mortimer St	\$44,800	\$24,044	\$20,756	53.67%
12259222	Lancelin - Lancelin Plaza	\$10,000	\$2,605	\$7,395	26.05%
12259233	Craig Sandy Reseal SLK 0.00 - 0.32	\$5,512	\$4,413	\$1,099	80.06%
12259235	Bateman Way Reseal SLK 0.00 - 2.00	\$6,064	\$3,710	\$2,354	61.18%
12259236	Jones Place Reseal SLK 0.00 - 0.07	\$1,929	\$1,328	\$601	68.83%
12259240	Rural - Beermullah Road West	\$118,407	\$96,968	\$21,439	81.89%
12259259	Ashby Road Reseal SLK 0.00 - 3.00	\$187,329	\$93,891	\$93,438	50.12%
12259262	Rural - Red Gully Road	\$399,034	\$408,344	-\$9,310	102.33%
12259277	Link Road - Reseal SLK 0.00-0.15	\$3,256	\$2,155	\$1,101	66.17%
12259278	St Andrews Court - Reseal SLK 0.00-0.57	\$12,175	\$10,818	\$1,357	88.85%
12259279	Military Road - Centreline SLK 0.00-14.79	\$40,000	\$18,310	\$21,690	45.78%
12259283	LA Walker Avenue	\$357,824	\$223,818	\$134,006	62.55%

12259306	GG - Brockman Street/Cheriton Road Intersection	\$78,015	\$84,850	-\$6,835	108.76%
12259326	R to R - Rural - Ferguson Road Construct/Seal Intersection	\$83,394	\$98,089	-\$14,695	117.62%
12259332	Rural - Cowalla Rd	\$87,811	\$87,811	\$0	100.00%
12259339	R to R - Rural - Cullalla Rd	\$45,000	\$0	\$45,000	0.00%
12259343	LA - Drainage Works	\$0	\$8,068	-\$8,068	
12259353	Old North Road Drive/Walk Trail	\$22,935	\$11,095	\$11,840	48.37%
12259354	Rural - KW Road	\$23,009	\$0	\$23,009	0.00%
12259501	Black Spot - Dewar Road	\$259,441	\$242,815	\$16,626	93.59%
12259959	RRG - Gingin Brook Road - Final Seal	\$86,527	\$115,654	-\$29,127	133.66%
12259961	RRG - Gingin Brook Road	\$929,943	\$972,621	-\$42,678	104.59%
12259982	Drainage Construction	\$21,538	\$15,054	\$6,484	69.89%
12259993	R to R - Murray Bridge works	\$129,778	\$144,698	-\$14,920	111.50%
12259995	R to R - Bootine Road	\$0	\$7,346	-\$7,346	
12259996	Rural - Fynes Road Resheet SLK 0.00-5.32	\$247,242	\$264,245	-\$17,003	106.88%
10159030	Gingin Landfill Fencing	\$7,000	\$5,940	\$1,060	84.86%
10759128	Gingin Cemetery Fence and Driveway	\$31,000	\$30,851	\$149	99.52%
12259362	Streetscape Project - Lancelin	\$70,000	\$67,143	\$2,857	95.92%
12259994	Parking Meters - Guilderton	\$3,500	\$1,440	\$2,060	41.14%
13259312	Caravan Waste Dump Points	\$3,000	\$0	\$3,000	0.00%
13259313	Caravan Park Drainage	\$50,000	\$43,330	\$6,670	86.66%
		\$7,248,030	\$5,986,604	\$1,261,426	

Fixed Assets Expenditure 2017/18
Actual Vs. Budget with Prior Year Comparison



SHIRE OF GINGIN
INTERIM MONTHLY STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY 2017 to 30 JUNE 2018

	NOTE	June 2017/2018 Y-T-D Actual \$	2017/2018 Y-T-D Budget \$	2017/2018 Budget \$	Variances Budget to Actual Y-T-D %
Net current assets at start of year - surplus/(deficit)		1,931,791	2,009,010	2,009,010	0.00%
Revenue from operating activities (excluding rates and non-operating grants, subsidies & contributions)					
Governance		949	0	0	
General Purpose Funding		2,085,397	1,170,319	1,170,319	78.19%
General Purpose Funding - Rates		7,749,875	7,764,606	7,764,606	(0.19%)
Law, Order, Public Safety		395,052	339,083	339,083	16.51%
Education and Welfare		105,262	117,000	117,000	(10.03%)
Health		342,983	290,000	290,000	18.27%
Housing		22,520	23,400	23,400	(3.76%)
Community Amenities		1,482,815	1,663,038	1,663,038	(10.84%)
Recreation and Culture		164,211	164,628	164,628	(0.25%)
Transport		174,016	248,046	248,046	(29.85%)
Economic Services		1,785,413	1,930,203	1,930,203	(7.50%)
Other Property and Services		497,863	216,550	216,550	129.91%
		<u>14,806,358</u>	<u>13,926,873</u>	<u>13,926,873</u>	<u>6.32%</u>
Expenditure from operating activities					
Governance		(1,061,098)	(1,121,949)	(1,121,949)	(5.42%)
General Purpose Funding		(409,766)	(371,628)	(371,628)	10.26%
Law, Order, Public Safety		(1,427,240)	(1,341,733)	(1,341,733)	6.37%
Education and Welfare		(206,588)	(209,182)	(209,182)	(1.24%)
Health		(698,125)	(647,945)	(647,945)	7.74%
Housing		(48,490)	(30,460)	(30,460)	59.19%
Community Amenities		(2,588,028)	(2,650,997)	(2,650,997)	(2.38%)
Recreation & Culture		(3,559,102)	(2,984,794)	(2,984,794)	19.24%
Transport		(4,677,875)	(4,220,571)	(4,220,571)	10.84%
Economic Services		(1,407,548)	(1,635,636)	(1,635,636)	(13.94%)
Other Property and Services		(389,071)	(703,579)	(703,579)	(44.70%)
		<u>(16,472,931)</u>	<u>(15,918,474)</u>	<u>(15,918,474)</u>	<u>3.48%</u>
Operating activities excluded from budget					
(Profit)/Loss on Asset Disposals	2	352,130	0	0	
Depreciation on Assets	10	4,688,113	4,381,636	4,381,636	6.99%
Non-Cash Expenditure and Revenue		0	0	0	
Amount attributable to operating activities		<u>3,373,669</u>	<u>4,399,046</u>	<u>4,399,046</u>	<u>(23.31%)</u>
Investing Activities					
Non operating grants, subsidies & contributions		3,009,444	2,089,559	2,089,559	44.02%
Purchase Land Held for Resale	1	0	0	0	0.00%
Purchase Land and Buildings	1	(420,746)	(1,448,834)	(1,448,834)	(70.96%)
Purchase Infrastructure Assets - Roads	1	(3,153,781)	(3,986,675)	(3,986,675)	(20.89%)
Purchase Infrastructure Assets - Parks	1	(1,278,382)	(1,650,267)	(1,650,267)	(22.53%)
Purchase Infrastructure Assets - Other	1	(208,704)	(222,000)	(222,000)	(5.99%)
Purchase Infrastructure Assets - Footpaths	1	0	(100,000)	(100,000)	(100.00%)
Purchase Tools		0	0	0	0.00%
Purchase Plant and Equipment	1	(1,684,599)	(44,000)	(44,000)	3728.63%
Purchase Furniture and Equipment		(76,620)	(93,241)	(93,241)	(17.83%)
Proceeds from Disposal of Assets	2	376,498	0	0	
		<u>(3,436,889)</u>	<u>(5,455,459)</u>	<u>(5,455,459)</u>	<u>(37.00%)</u>
Financing Activities					
Repayment of Debentures	3	(225,940)	(225,947)	(225,947)	(0.00%)
Proceeds from New Debentures	3	200,000	900,000	900,000	(77.78%)
New Self Supporting Loans		0	0	0	0.00%
New Advances		0	0	0	0.00%
Proceeds from Advances		11,282	11,281	11,281	0.01%
Self-Supporting Loan Principal Income		29,831	29,831	29,831	(0.00%)
Transfers to Reserves (Restricted Assets)	4	(804,393)	554,176	554,176	(245.15%)
Transfers from Reserves (Restricted Assets)	4	533,705	(961,803)	(961,803)	(155.49%)
Transfers from Restricted Cash			748,876	748,876	(100.00%)
		<u>(255,514)</u>	<u>1,056,414</u>	<u>1,056,414</u>	<u>(124.19%)</u>
Net Current Assets Year to Date		<u>1,613,057</u>	<u>0</u>	<u>0</u>	

This statement is to be read in conjunction with the accompanying notes.
Note: Difference in B/Fwd balance relates to End of year adjustments.

SHIRE OF GINGIN
MONTHLY STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY 2017 to 30 JUNE 2018

	June 2017/2018 Y-T-D Actual \$	2017/2018 Budget \$
1. ACQUISITION OF ASSETS & OTHER NON CAPITAL EXPENDITURE		
The following assets and other non capital expenditure have been acquired/paid for during period under review:		
<u>By Program</u>		
Governance	5,777	5,125
General Purpose Funding	541,919	939,619
Law, Order, Public Safety	1,341,279	170,000
Health	75,348	36,725
Education and Welfare	44,968	831,162
Housing	0	0
Community Amenities	139,672	141,449
Recreation and Culture	1,130,182	1,560,627
Transport	3,615,999	4,197,300
Economic Services	627,453	650,101
Other Property and Services	345,742	200,659
	<u>7,868,339</u>	<u>8,732,767</u>
<u>By Class</u>		
Land and Buildings	420,746	1,448,834
Infrastructure Assets - Roads	3,153,781	3,986,675
Infrastructure Assets - Parks and Ovals	1,278,382	1,650,267
Infrastructure Assets - Other	208,704	222,000
Infrastructure - Footpaths	0	100,000
Plant and Equipment	1,684,599	44,000
Furniture and Fittings	76,620	93,241
Tools	0	0
Loans Current	225,940	225,947
Provisions	15,175	0
Transfers to Reserve	804,393	961,803
	<u>7,868,339</u>	<u>8,732,767</u>

A detailed breakdown of acquisitions on an individual asset basis can be found in the supplementary information attached to this statement as follows:

SHIRE OF GINGIN
MONTHLY STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY 2017 to 30 JUNE 2018

2. DISPOSALS OF ASSETS

The following assets have been disposed of during the period under review:

<u>By Program</u>	Net Book Value	Sale Proceeds	Profit/(Loss)
	June 2017/2018 Y-T-D Actual \$	June 2017/2018 Y-T-D Actual \$	June 2017/2018 Y-T-D Actual \$
Law Order & Public Safety	0	0	
Health	11,196	18,182	(6,986)
Community Amenities	44,707	48,182	(3,475)
Transport	48,465	115,135	(66,670)
Other Property & Services	(80,000)	195,000	(275,000)
	24,368	376,498	(352,130)

<u>By Class</u>	Net Book Value	Sale Proceeds	Profit/(Loss)
	June 2017/2018 Y-T-D Actual \$	June 2017/2018 Y-T-D Actual \$	June 2017/2018 Y-T-D Actual \$
Plant & Equipment	104,368	181,498	(77,130)
Land & Buildings	(80,000)	195,000	(275,000)
	24,368	376,498	(352,130)

<u>Summary</u>	Profit/(Loss)	
	2017/2018 Y-T-D Actual \$	
Profit on Asset Disposals	17,704	
Loss on Asset Disposals	(369,834)	
	(352,130)	

SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY 2017 to 30 JUNE 2018

3. INFORMATION ON BORROWINGS

(a) Debenture Repayments

Particulars	Principal 1-Jul-17	New Loans Actual	New Loans Budget	Principal Repayments		Principal Outstanding		Interest Repayments	
				Actual \$	Budget \$	Actual \$	Budget \$	Actual \$	Budget \$
Health									
L100 GG Medical Centre	209,564		0	24,424	24,425	185,140	185,139	13,252	13,252
Housing									
L129 Aged Accomodation	0	0	0	0	0	0	700,000	0	0
Community Amenities									
L111 Tip Rationalisation Site	484,873		5,180	15,540	15,540	469,333	469,333	31,220	31,220
L127 - SB Erosion Extension	204,422		6,436	19,309	19,309	185,113	185,113	5,011	5,011
Recreation & Culture									
L114 Gu C/Club	463,497		9,651	28,952	28,952	434,545	434,545	32,586	32,586
L115 Gu C/Club	13,453		4,484	13,453	13,453	0	0	728	728
L119 LP Country Club & Granville									
Civic Centre	8,445		2,815	8,446	8,445	0	0	459	459
L120 Regional Netball Facility	322,973		6,093	18,278	18,278	304,695	304,695	21,274	21,274
Economic Services									
L124A Regional Hardcourt Facility	312,626		6,200	18,599	18,599	294,027	294,027	12,721	12,721
L126 Swimming Pool	136,990		4,472	13,416	13,416	123,574	123,574	4,144	4,144
Other Property & Services									
L103 Gingin Sale Yards	12,340			5,987	5,987	6,353	6,353	643	654
L128 Lancelin Caravan Park	0	200,000	6,300	18,892	18,900	181,108	181,100	2,520	2,500
Other Property & Services									
L93 LA Angling/Aquatic	10,391		3,464	10,391	10,391	0	0	511	511
L118 Office Extensions	16,826		5,609	16,826	16,826	0	0	913	913
L123 Purchase Lot 44 Weld Street GG	212,827		4,475	13,426	13,426	199,401	199,401	14,583	14,583
	2,409,227	200,000	75,316	225,940	225,947	2,383,289	3,083,280	140,564	140,556

SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY 2017 to 30 JUNE 2018

3. INFORMATION ON BORROWINGS (continued)

		Interest Actual \$
(a) Debenture Repayments		
Repayment of Principal for Council Funded Loans will be	202,096	Interest on Council Funded Loans 139,326
Repayment of Principal for Self Supporting Loans will be	23,844	Interest on Self Supporting Loans 1,239
	<u>\$225,940</u>	<u>\$140,564</u>
(b) New Debentures		
Loan 128 - Lancelin Caravan Park Assets		

SHIRE OF GINGIN
INTERIM MONTHLY STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY 2017 to 30 JUNE 2018

Major Variances

Financial Regulation 34(1) requires reporting on variances between the year to date Budget and year to date Actuals, based upon the variance criteria determined in the Annual Budget.
The material variance adopted by Council for the 2017/2018 year is \$10,000 or 10%.

Reportable Operating Revenue Variations

General Purpose Funding

Prepaid Grants Commission Road and Federal Assistance Grants.

Education & Welfare

End of Year transfer from restricted cash for maintenance of Lancelin aged units.

Transport

Transfer from restricted cash for Brockman/Cheriton Road intersection.

Economic Services

Lancelin Caravan Park lease income

Diesel Fuel Rebate

Reportable Operating Expense Variations

Law Order Public Safety

Land & Building Maintenance - ESL

Plant operation costs - Ranger vehicles

Reallocation of overheads

Community Amenities

Fringe benefit tax

Economic Services

Wages reallocation to waste

Other Property and Services

Public works overheads, plant operation costs and administration allocated adjustments to be finalised at EOY.

Operating activities excluded from budget

Transport

Depreciation, profit & loss and realisation/sale of assets to be finalised

Investing Activities

Proceeds from Disposal of Assets

Variation to plant replacement program as per plant committee.

Major Variances (cont.)

Purchase Plant and Equipment

Supply of 3 fire trucks from DFES.

Variation to plant replacement program as per Plant Committee.

Purchase Land and Buildings

Supply & install of garage door due to damage at Lancelin Sporting Complex - Offset by insurance income.

Financing Activities

Transfers to Reserves (Restricted Assets)

EOY Transfers

Transfers from Reserves (Restricted Assets)

EOY Transfers

Transfers from Restricted Cash

EOY Transfers

SHIRE OF GINGIN

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 to 30 JUNE 2018

	June Y-T-D Actual \$	2017/2018 Budget \$
4. RESERVES		
Cash Backed Reserves		
(a) Long Service Leave, Sick Leave, Staff Contingency		
Opening Balance	513,063	513,063
Amount Set Aside / Transfer to Reserve	11,219	10,725
Amount Used / Transfer from Reserve	(66,359)	-
	<u>457,923</u>	<u>523,788</u>
(b) Office Equipment Replacement		
Opening Balance	17,486	17,486
Amount Set Aside / Transfer to Reserve	382	366
Amount Used / Transfer from Reserve	(15,028)	(15,000)
	<u>2,841</u>	<u>2,852</u>
(c) Plant & Equipment Replacement		
Opening Balance	153,129	153,129
Amount Set Aside / Transfer to Reserve	470,785	818,201
Amount Used / Transfer from Reserve	(245)	-
	<u>623,669</u>	<u>971,330</u>
(d) Land & Buildings General		
Opening Balance	753,210	653,210
Amount Set Aside / Transfer to Reserve	213,137	83,811
Amount Used / Transfer from Reserve	(100,666)	(75,000)
	<u>865,680</u>	<u>662,021</u>
(e) Guilderton Caravan Park Recreation		
Opening Balance	222,713	222,713
Amount Set Aside / Transfer to Reserve	4,870	1,283
Amount Used / Transfer from Reserve	(90,356)	(90,000)
	<u>137,226</u>	<u>133,996</u>
(f) Shire Recreational Development		
Opening Balance	204,380	304,380
Amount Set Aside / Transfer to Reserve	55,709	4,272
Amount Used / Transfer from Reserve	(190,227)	(220,000)
	<u>69,861</u>	<u>88,652</u>
(g) Redfield Park Public Open Space		
Opening Balance	29,762	29,762
Amount Set Aside / Transfer to Reserve	651	622
Amount Used / Transfer from Reserve	(48)	-
	<u>30,366</u>	<u>30,384</u>

SHIRE OF GINGIN

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 to 30 JUNE 2018

	June Y-T-D Actual \$	2017/2018 Budget \$
RESERVES (continued)		
(h) Ocean Farm Recreation		
Opening Balance	36,564	36,564
Amount Set Aside / Transfer to Reserve	800	764
Amount Used / Transfer from Reserve	(7,296)	(7,237)
	<u>30,068</u>	<u>30,091</u>
(i) Tip Rationalisation		
Opening Balance	697,171	697,171
Amount Set Aside / Transfer to Reserve	15,244	14,573
Amount Used / Transfer from Reserve	(1,116)	(87,399)
	<u>711,300</u>	<u>624,345</u>
(j) Lancelin Community Sporting Club		
Opening Balance	49,002	49,002
Amount Set Aside / Transfer to Reserve	14,369	13,524
Amount Used / Transfer from Reserve	(10,078)	(10,000)
	<u>53,292</u>	<u>52,526</u>
(k) Community Infrastructure Reserve		
Opening Balance	87,429	87,429
Amount Set Aside / Transfer to Reserve	1,912	1,828
Amount Used / Transfer from Reserve	(140)	-
	<u>89,201</u>	<u>89,257</u>
(l) Staff Housing Reserve		
Opening Balance	31,740	31,740
Amount Set Aside / Transfer to Reserve	694	663
Amount Used / Transfer from Reserve	(51)	-
	<u>32,383</u>	<u>32,403</u>
(m) Future Infrastructure Reserve		
Opening Balance	531,524	531,524
Amount Set Aside / Transfer to Reserve	11,622	11,111
Amount Used / Transfer from Reserve	(52,091)	(244,240)
	<u>491,055</u>	<u>298,395</u>
(n) Guilderton Country Club Reserve		
Opening Balance	2,852	2,852
Amount Set Aside / Transfer to Reserve	2,999	60
Amount Used / Transfer from Reserve	(5)	-
	<u>5,846</u>	<u>2,912</u>
Total Cash Backed Reserves	<u>3,600,710</u>	<u>3,542,952</u>

All of the above reserve accounts are supported by money held in financial institutions.

SHIRE OF GINGIN

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 to 30 JUNE 2018

	June Y-T-D Actual \$	2017/2018 Budget \$
4. RESERVES (Continued)		
Summary of Transfers		
To Cash Backed Reserves		
Transfers to Reserves		
Transfers to Reserves		
Long Service Leave, Sick Leave, Staff Contingency	11,219	10,725
Office Equipment Replacement	382	366
Plant & Equipment Replacement	470,785	818,201
Land & Buildings General	213,137	83,811
Guilderton Caravan Park Recreation	4,870	1,283
Shire Recreational Development	55,709	4,272
Redfield Park Public Open Space	651	622
Ocean Farm Recreation	800	764
Tip Rationalisation	15,244	14,573
Lancelin Community Sporting Club	14,369	13,524
Community Infrastructure	1,912	1,828
Staff Housing Reserve	694	663
Guilderton Country Club Reserve	2,999	60
Future Infrastructure Reserve	11,622	11,111
	<u>804,393</u>	<u>961,803</u>
Transfers from Reserves		
Long Service Leave, Sick Leave, Staff Contingency	(66,359)	-
Office Equipment Replacement	(15,028)	(15,000)
Plant & Equipment Replacement	(245)	-
Land & Buildings General	(100,666)	(75,000)
Guilderton Caravan Park Recreation	(90,356)	(90,000)
Shire Recreational Development	(190,227)	(220,000)
Redfield Park Public Open Space	(48)	-
Ocean Farm Recreation	(7,296)	(7,237)
Tip Rationalisation	(1,116)	(87,399)
Lancelin Community Sporting Club	(10,078)	(10,000)
Community Infrastructure	(140)	-
Staff Housing Reserve	(51)	-
Guilderton Country Club Reserve	(52,091)	-
Future Infrastructure Reserve	(5)	(244,240)
	<u>(533,705)</u>	<u>(748,876)</u>
Total Transfer to/(from) Reserves	<u>270,687</u>	<u>212,927</u>

In accordance with council resolutions in relation to each reserve account, the purpose for which the reserves are set aside are as follows: for which the reserves are set aside are as follows:

Long Service Leave, Sick Leave, Staff Contingency

Used to fund annual, long service leave, rostered days off (executive staff only), sick leave redundancy/retirement and staff contingency

SHIRE OF GINGIN

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 30 JUNE 2018

Office Equipment Replacement Reserve

Used for the acquisition and/or replacement of major items of office equipment (including computer system)

Plant and Equipment Reserve

Used for the purchase of major plant and equipment

Land and Building General Reserve

Used for the replacement and/or acquisition of land and buildings

Guilderton Caravan Park Recreation

Used for the development of Guilderton Caravan Park facilities

Shire Recreational Development Reserve Shire Recreational Development Reserve

Used for the development of Shire Recreational facilities

Redfield Park Public Open Space Reserve

Used for the development of Public Open Space within the Redfield Park subdivision

Ocean Farm Recreation

Used for the development of recreation and community facilities within the Ocean Farm subdivision

Tip Rationalisation

Used for rationalisation of rubbish tip facilities within the Shire

Plant & Equipment/Infrastructure Replacement

Used for replacement of Fire Equipment and Infrastructure for fire fighting purposes within the Shire

Lancelin Community Sporting Club Reserve

Used in developing building and other associated infrastructure at the Lancelin Community Sporting Club and are to be spent upon request from the Club, and approval from Council

Community Infrastructure Reserve

Used to assist in the financing of community facilities

Staff Housing Contingency

Staff housing infrastructure additions and/or replacement

Future Infrastructure Reserve

Used for the provision of renewal, upgrade and asset purchases

SHIRE OF GINGIN

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 to 30 JUNE 2018

		Actual June 2017/2018 Y-T-D Actual \$	Actual Brought Forward 1-Jul \$
5. NET CURRENT ASSETS			
Composition of Estimated Net Current Asset Position			
CURRENT ASSETS:			
Cash - Unrestricted		4,032	994,821
Cash - Restricted Reserves	4	3,600,710	3,330,023
Cash - Restricted General		750,212	909,991
Rates - Current		1,110,577	859,216
Sundry Debtors		692,157	1,160,020
Inventories		26,825	26,713
		<u>6,184,513</u>	<u>7,280,784</u>
LESS: CURRENT LIABILITIES			
Payables		(423,628)	(1,375,708)
Employee Provisions		(547,118)	(612,656)
Accrued Interest on Loans		0	(30,606)
		<u>(970,746)</u>	<u>(2,018,970)</u>
		5,213,767	5,261,814
Less: Cash - restricted reserves	4	(3,600,710)	(3,330,023)
NET CURRENT ASSET POSITION		<u>1,613,057</u>	<u>1,931,791</u>

SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY 2017 to 30 JUNE 2018

6. RATING INFORMATION

RATE TYPE		Rate in \$	Number of Properties	Rateable Value \$	2017/2018 Rate Revenue \$	2017/2018 Interim Rates \$	2017/2018 Back Rates \$	2017/2018 Total Revenue \$	2017/2018 Budget \$
General Rate									
	GRV - Townsites	0.083499	1,743	28,508,235	2,380,547			2,380,547	2,380,547
	GRV - Other	0.083499	923	14,815,362	1,267,167			1,267,167	1,267,167
	UV - Rural	0.004504	422	286,427,000	1,287,887			1,287,887	1,287,887
	UV - Other	0.004504	1	2,800,000	12,611			12,611	12,611
	UV - Intensive	0.008448	184,468	64,543,000	553,403			553,403	553,403
	Interim Rates					18,528		18,528	25,000
	Back Rates						747	747	10,000
Sub-Totals			1,833,872	397,093,597	5,501,615	18,528	747	5,520,891	5,536,615
Minimum Rates									
		Minimum \$							
	GRV - Townsites	997	289,795	6,752,442	869,384			869,384	869,384
	GRV - Other	997	242,936	4,133,426	728,807			728,807	728,807
	UV - Rural	1260	158,340	74,924,300	475,020			475,020	475,020
	UV - Other	1260	10,080	675,764	30,240			30,240	30,240
	UV - Intensive	2,240	71,680	15,554,347	215,040			215,040	215,040
Sub-Totals			772,830	102,040,279	2,318,491	0	0	2,318,491	2,318,491
	Concessions					(94,284)		(94,284)	(95,000)
	Rate Write Off							0	0
	Ex-Gratia Rates					4,777		4,777	4,500
Totals			2,606,702	499,133,876	7,820,106	(70,979)	747	7,749,875	7,764,606

SHIRE OF GINGIN

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 to 30 JUNE 2018

7. TRUST FUNDS

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

Detail	Balance 01-Jul-17 \$	Amounts Received \$	Amounts Paid (\$)	June Y-T-D Actual \$
Bonds, Tenders etc	9,117	5,000	1,630	12,487
Car Parking Cash in Lieu	13,014			13,014
Community Groups	4,293			4,293
Councillors Nominations	-	560	560	-
D Wedge Trust	6,314	13		6,327
Excavation Bonds	26,096			26,096
Footpath Bonds	5,982			5,982
Landscaping Bonds	49,767			49,767
Old Junction Hotel Restoration	1,743			1,743
Other Bonds/Trusts	21,457	15,947	4,561	32,844
Public Open Space	34,465	11,250		45,715
Rehabilitation Bonds	85,831			85,831
Second Hand Buildings	47,639	5,000	5,000	47,639
Staff Trust	16,880	40,568	34,793	22,655
Subdivision Bonds	207,138			207,138
Tree Planting Bonds	5,456			5,456
Trust Interest	0	3,775	26	3,750
	535,193	82,113	46,569	570,737

SHIRE OF GINGIN

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 to 30 JUNE 2018

8. OPERATING STATEMENT

	June 2017/2018 Y-T-D Actual \$	2017/2018 Budget \$	2016/2017 Actual \$
OPERATING REVENUES			
Governance	39	0	534
General Purpose Funding	9,835,272	8,934,925	10,555,255
Law, Order, Public Safety	1,648,630	449,083	779,095
Health	342,979	290,000	246,157
Education and Welfare	133,838	117,000	127,217
Housing	22,520	23,400	24,280
Community Amenities	1,526,202	1,663,038	2,335,826
Recreation and Culture	478,599	600,694	575,412
Transport	1,703,640	1,791,539	1,811,071
Economic Services	1,804,683	1,930,203	1,983,912
Other Property and Services	497,863	216,550	336,435
Restricted Cash	(178,463)	45,000	(626,578)
TOTAL OPERATING REVENUE	17,815,802	16,061,432	18,148,616
OPERATING EXPENSES			
Governance	(1,060,279)	(1,121,949)	(1,003,716)
General Purpose Funding	(409,766)	(371,628)	(425,934)
Law, Order, Public Safety	(1,427,240)	(1,341,733)	(1,484,151)
Health	(722,125)	(647,945)	(853,712)
Education and Welfare	(212,088)	(209,182)	(180,186)
Housing	(48,490)	(30,460)	(29,725)
Community Amenities	(2,578,030)	(2,650,997)	(2,250,652)
Recreation & Culture	(3,559,102)	(2,984,794)	(3,169,400)
Transport	(4,677,875)	(4,220,571)	(2,082,557)
Economic Services	(1,407,548)	(1,635,636)	(1,652,775)
Other Property and Services	(389,071)	(703,570)	(1,287,904)
Restricted Cash	18,684	509,176	0
TOTAL OPERATING EXPENSE	(16,472,931)	(15,409,289)	(14,420,713)
CHANGE IN NET ASSETS RESULTING FROM OPERATIONS	1,342,871	652,143	3,727,903

SHIRE OF GINGIN

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 to 30 JUNE 2018

9. STATEMENT OF FINANCIAL POSITION

	June 2017/18 Y-T-D Actual \$	2016/2017 Actual \$
CURRENT ASSETS		
Cash Assets	754,244	1,904,812
Reserves - Cash Backed	3,600,710	3,330,023
Receivables - Cash	1,802,734	1,991,420
Receivables - Non Cash	18,339	40,593
Inventories	26,825	26,713
TOTAL CURRENT ASSETS	6,202,852	7,293,562
NON-CURRENT ASSETS		
Receivables	130,559	149,418
Inventories	0	0
Property, Plant and Equipment	51,073,790	55,108,739
Infrastructure	104,771,164	99,969,173
TOTAL NON-CURRENT ASSETS	155,975,513	155,227,330
TOTAL ASSETS	162,178,365	162,520,891
CURRENT LIABILITIES		
Payables	423,628	1,338,110
Accrued Interest on Debentures	0	30,606
Interest-bearing Liabilities	205,444	0
Provisions	547,118	688,185
TOTAL CURRENT LIABILITIES	1,176,190	2,056,901
NON-CURRENT LIABILITIES		
Interest-bearing Liabilities	2,177,843	2,409,227
Provisions	262,497	152,503
TOTAL NON-CURRENT LIABILITIES	2,440,340	2,561,730
TOTAL LIABILITIES	3,616,530	4,618,631
NET ASSETS	158,561,835	157,902,260
EQUITY		
Reserves - Asset Revaluation	107,571,075	106,207,280
Reserves - Cash Backed	3,600,710	3,330,023
Retained Surplus	47,390,049	48,364,957
TOTAL EQUITY	158,561,835	157,902,260

11.2.2 LEASE TO GINGIN MEN'S SHED AND LIONS CLUB OF GINGIN-CHITTERING – RESERVE 42950 (LOT 86) HORAN STREET, GINGIN

LOCATION: RESERVE 42950 (LOT 86) HORAN STREET, GINGIN
FILE: A4086
AUTHOR: CHER GROVES – COMMUNITY DEVELOPMENT OFFICER
REPORTING OFFICER: KAYE LOWES – EXECUTIVE MANAGER CORPORATE & COMMUNITY SERVICES
REPORT DATE: 17 JULY 2018
REFER: 19 JUNE 2012 ITEM 11.1.1
28 AUGUST 2012 ITEM 11.1.1
16 OCTOBER 2012 ITEM 11.3.6

OFFICER INTEREST DECLARATION

Nil

PURPOSE

To consider leasing Reserve 42950 (Lot 86) Horan Street Gingin to the Gingin Men's Shed and Lions Club of Gingin-Chittering for a further term of five years.

BACKGROUND

Council, at its Meeting on 28 August 2012, considered a report in respect of the new tenant options for the former St John Ambulance Centre on Reserve 42950 and resolved as follows:

RESOLUTION 12.0187

Moved Councillor Rule that:

1. *A five (5) year "peppercorn" lease of Reserve 42950 be offered to the Gingin Lions Club jointly with Men in Sheds subject to all maintenance/capital maintenance and insurance costs being met by the lessee.*
2. *The proposed disposition of Reserve 42950 to the Gingin Lions Club jointly with Men in Sheds be given local public notice in accordance with Section 3.58 of the Local Government Act 1995.*
3. *Subject to no adverse submission(s) being received with respect to:*
 - a. *The proposed change of purpose under draft Town Planning Scheme No 9. from "Residential" to "Public Use – Community Purpose" for Reserve 42950; and*
 - b. *The proposed disposition of Reserve 42950 by way of a "peppercorn" lease to the Gingin Lions Club jointly with Men in Sheds.*

The Shire President and Chief Executive Officer be authorised to execute the appropriate lease documentation.

CARRIED UNANIMOUSLY

The resolution did not include the option to offer a further term and the five year term approved by Council expired on 3 June 2018.

It has now come to the attention of Administration that the lease document as executed by the Shire of Gingin, the Gingin Men's Shed and the Lions Club of Gingin-Chittering and endorsed by the Minister for Lands includes the provision for a further term of five years (**Appendix 1**). This provision is not valid, given that Council's original resolution did not recognise any further term beyond the original lease.

In the event that Council wishes to continue with the current lease arrangement, then it will be necessary to enter into a new lease agreement with the Gingin Men's Shed and the Lions Club of Gingin-Chittering.

COMMENT

The Gingin Men's Shed and the Lions Club of Gingin-Chittering have both confirmed verbally that they are happy to enter into a further lease agreement for Reserve 42950 on the same terms as the previous lease.

Local Government (Functions and General) Regulations 1996 Regulation 30(2)(b) specifies that a disposition of land is exempt from the requirements of s.3.58 of the *Local Government Act 1995* if it is disposed of to a body, the objects of which are of a charitable, benevolent, religious, cultural, educational, recreational, sporting or other like nature, where the members are not entitled to receive any pecuniary profit from the body's transactions. Both proposed lessees fall into this category and therefore public notice of the proposed disposition is not required in this instance.

STATUTORY ENVIRONMENT

Local Government Act 1995

Part 3 – Functions of local governments

Division 3 – Executive functions of local governments

Section 3.58 – Disposing of property

Local Government (Functions and General) Regulations 1996

Part 6 – Miscellaneous

Clause 30 – Dispositions of property excluded from Act s. 3.58

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Nil

VOTING REQUIREMENTS – SIMPLE MAJORITY

RECOMMENDATION

It is recommended that Council:

1. Agree to enter into a peppercorn lease agreement with the Gingin Men's Shed and the Lions Club of Gingin Chittering with respect to Reserve 42950 (Lot 86) Horan Street, Gingin for a period of five years plus a further term of five years on the same terms and conditions as contained in the previous lease agreement (Appendix 1); and
2. Authorise the execution of the resulting lease document, including affixing of the Common Seal.

RESOLUTION

Moved Councillor Elgin, seconded Councillor Rule that Council:

1. **Agree to enter into a peppercorn lease agreement with the Gingin Men's Shed and the Lions Club of Gingin Chittering with respect to Reserve 42950 (Lot 86) Horan Street, Gingin for a period of five years plus a further term of five years on the same terms and conditions as contained in the previous lease agreement (Appendix 1); and**
2. **Authorise the execution of the resulting lease document, including affixing of the Common Seal.**

CARRIED UNANIMOUSLY

APPENDIX 1



Government of Western Australia
Department of Regional Development and

Lands Division

Doc No: ICP153226
File: A4086
Date: 14 JUN 2013
Officer: KO

Your Ref: A4086
Our ref: 03000-1976 Job No: 131553
Enquiries: Janice Leeman Ph: (08) 6552 4586
Fax: (08) 6552 4415
Email: janice.leeman@rdl.wa.gov.au

11 June 2013

Shire of Gingin
7 Brockman Street
GINGIN WA 6503

Attention: Lee-Anne Burt

Dear Lee-Anne

**RESERVE 42950 "COMMUNITY CENTRE" – LAA S18 MINISTERS CONSENT TO LEASE
– GINGIN MENS SHED INC AND LIONS CLUB**

Thankyou for your correspondence of 4 June 2013 with enclosed Lease in triplicate provided for Minister for Lands consent pursuant to the *Land Administration Act 1997* section 18

Please find enclosed the documents, endorsed with Minister's consent for your further action.

Yours sincerely

for Manager
State Lands – Goldfields Wheatbelt
DEPARTMENT OF REGIONAL DEVELOPMENT AND LANDS

SHIRE OF GINGIN
SCAN #
RECEIVED
14 JUN 2013
DOC #
FILE #
OFFICER

Gordon Stephenson House, 140 William Street, Perth Western Australia 6000 PO Box 1143, West Perth Western Australia 6872
Telephone: (08) 6552 4400 Facsimile: (08) 6552 4417 Freecall: 1800 735 784 (Country only)
Email: info@rdl.wa.gov.au Website: www.rdl.wa.gov.au
ABN: 28 807 221 246

42950/011

Lease

The Gingin Men's Shed Inc

ABN: 11293389418

Lions Club Gingin/Chittering

ABN: 71479958197

Shire of Gingin

ABN: 85679704946

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THIS LEASE is made *Fourth* day of *JUNE* 2013.

BETWEEN:

SHIRE OF GINGIN of 7 Brockman)
Street, Gingin, Western Australia (the)
Lessor))

A N D

THE GINGIN MEN'S SHED INC of)
PO Box 73, Gingin, Western Australia)
(the Lessee))

A N D

LIONS CLUB GINGIN/)
CHITTERING of PO Box 179, Gingin,)
Western Australia (the Lessee))

RECITALS

- A. The Lessor is the management body of the land described in Item 1 of the Schedule (the Land) under Management Order L436076 (the Management Order).
- B. Under the Management 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 first being obtained.
- C. The Lessee/s have requested that the Lessor grant them a lease of that portion of the Land described in Item 1 of the Schedule (the Premises), and the Lessor has agreed subject to the Parties entering into this agreement.

OPERATIVE PART:

DEFINITIONS & INTERPRETATION

1. DEFINITIONS

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

Amounts Payable means the Rent and any other money payable by the Lessee/s 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 consent 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/s 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);

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;

Encumbrance means a mortgage, charge, lien, pledge, easement, restrictive covenant, writ, warrant or caveat and the claim stated in the caveat;

Further Term means each 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;

Input Tax Credit has the meaning that it bears in section 195-1 of the GST Act;

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, which rate cannot exceed the rate prescribed by, and imposed in accordance with, section 6.13 of the *Local Government Act 1995*;

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 means The Gingin Men's Shed Inc and/or the Lions Club Gingin/Chittering.

Lessee/s' Obligations means the agreements and obligations set out or implied in this Lease or imposed by law to be performed by any person other than the Lessor;

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

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

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

Premises means the premises described at **Item 1** of the Schedule;

Rent means the rent specified in **Item 5** of the Schedule;

Rent Review Date means a date identified in **Item 8** of the Schedule;

Schedule means the Schedule to this Lease;

Tax Invoice has the meaning which it bears in section 195-1 of the GST Act;

Taxable Supply has the meaning which it bears in section 195-1 of the GST Act;

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

Termination means expiry by lapse of time or sooner determination of the Term or any period of holding over.

2. INTERPRETATION

In this Lease, unless expressed to the contrary:

(a) Words using:

- (i) the singular include the plural;
- (ii) the plural include the singular; and
- (iii) any gender includes each gender;

(b) A reference to:

- (i) a natural person includes a body corporate or local government; and
- (ii) a body corporate or local government includes a natural person;

- (c) A reference to a professional body includes a successor to or substitute for that body;
- (d) A reference to 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;
- (e) A reference to a statute, ordinance, code, regulation, award, town planning scheme or other law includes a regulation, local law, by-law, requisition, order or other statutory instruments under it and any amendments to re-enactments of or replacements of any of them from time to time in force;
- (f) A reference to a right includes a benefit, remedy, discretion, authority or power;
- (g) A reference to 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;
- (h) A reference to this Lease or provisions or terms of this Lease or any other deed, agreement, instrument or contract include a reference to:
 - (i) both express and implied provisions and terms; and
 - (ii) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
- (i) A reference to writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
- (j) 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;
- (k) If a Party comprises two or more persons the obligations and agreements on their part bind 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;
- (l) The agreements and obligations on the part of the Lessee not to do or omit to do any act or thing include:
 - (i) an agreement not to permit that act or thing to be done or omitted to be done by an Authorised Person; and
 - (ii) an agreement to do everything necessary to ensure that that act or thing is not done or omitted to be done;
- (m) Except in the Schedule headings do not affect the interpretation of this Lease.

3. GRANT OF LEASE

The Lessor leases to the Lessee/s the Premises for the Term subject to:

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

LESSEE'S RIGHTS & OBLIGATIONS

4. QUIET ENJOYMENT

Except as provided in the Lease, subject to the performance of the Lessee/s' Obligations the Lessee/s may 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

The Lessee/s AGREE with the Lessor:

(a) Rent

To pay to the Lessor the Rent in the manner set out at Item 5 of the Schedule from the Commencement Date clear of any deductions whatsoever.

(b) Outgoings

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 (if applicable), assessed or incurred in respect of the Premises:

- (i) any consumption charge or cost incurred or payable by reason of the Lessee/s' use and occupation of the Premises.

(c) Interest

Without affecting the rights, power and remedies of the Lessor under this Lease, to pay to the Lessor interest on demand on any Amounts Payable which are unpaid for 35 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.

(d) Costs

To pay to the Lessor 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 an obligation or agreement by the Lessee/s or an Authorised Person;
- (iii) The preparation and service of a notice under Section 81 of the Property Law Act 1969 requiring the Lessee/s 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(d) or any matter arising out of this Lease.

6. PAYMENT OF MONEY

Any Amounts Payable to the Lessor under this Lease must be paid to the Lessor at the address of the Lessor referred to in the Lease or as otherwise directed by the Lessor by Notice from time to time.

7. INSURANCE

7.1 Insurance required

The Lessee/s 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;
- (b) insurance against all risks as the Lessor may require, of all plate glass windows, doors and display show cases forming part of or within the Premises for a sum which is not less than its full insurable value; and
- (c) where the Lessor so requires, 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 Details and Receipts

In respect of the insurances required by clause 7.1 the Lessee/s 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) 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.

7.3 Not to Invalidate

The Lessee/s 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 clause 7.1 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).

7.4 Reports

All parties must report to the others promptly in writing and in an emergency verbally:

- (a) any damage to the Premises of which they are or might be aware; and
- (b) any circumstances of which they are aware and which are likely to be a danger or cause any damage or danger to the Premises or to any person who is lawfully using or may lawfully use the Premises.

7.5 Settlement of Claim

The Lessor may, but the Lessee/s may not without prior written consent of the Lessor, settle or compromise any claims under any insurance required by clause 7.1.

7.6 Lessor as Attorney

The Lessee/s appoint the Lessor as the Lessee/s' attorney during the Term:

- (a) in respect to all matters and questions which may arise in relation to any insurances required by clause 7.1;
- (b) with full power to demand, sue for and recover and receive from any insurance company or society or person liable to pay the insurance money as are payable for the risks covered by the insurances required by clause 7.1;
- (c) to give good and effectual receipts and discharges for the insurance; and
- (d) to settle, adjust, arbitrate and compromise all claims and demands and generally to exercise all powers of absolute owner.

7.7 Lessee/s May be Required to Pay Excess on Insurances

The Lessee/s AGREE with the Lessor that they shall be responsible to pay any excess payable in connection with the insurances referred to in clause 7.1.

7.8 Lessee/s' equipment and possessions

The Lessee/s ACKNOWLEDGE they are responsible to obtain all relevant insurances to cover any damage and/or theft to their property. The Lessor does not take any responsibility for the loss or damage of the Lessee/s' property.

8. INDEMNITY

8.1 Indemnity

The Lessee/s indemnify the Lessor and the Minister for Lands against any liability or loss arising from and any costs, charges and expenses incurred in connection with:

- (a) any loss or damage to items on or in the Premises, and
 - (b) any injury to any person on the Premises,
- and for which the Lessor becomes liable.

8.2 Indemnity Unaffected by Insurance

- (a) The Lessee/s' obligation to indemnify the Lessor under this Lease or at law is not affected by any insurance maintained by the Lessor in respect of the Premises and the indemnity under clause 8.1 is paramount; and

- (b) 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 8.1 will be reduced by the extent of such payment.

9. USE

9.1 Restrictions on Use

(a) Generally

The Lessee/s must not and must not suffer or permit a person to:

- (i) use the Premises or any part of it for any purpose other than for the purposes for which the Premises are held by the Lessee/s, as set out at Item 6 of the Schedule; or
- (ii) use the Premises for any purpose which is not permitted under any local or town planning scheme, local laws, acts, statutes or any law relating to health.

(b) No offensive or illegal acts

The Lessee/s must not and must not suffer or permit a person to do or carry out on the Premises any harmful, offensive or illegal act, matter or thing.

(c) No nuisance

The Lessee/s must not and must not suffer or permit a person to 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) No dangerous substances

The Lessee/s must not and must not suffer or permit a person to 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/s will provide a list of all dangerous compounds or substances stored on the Premises.

(e) No harm or stress

The Lessee/s must not and must not suffer or permit a person to do any act or thing which might result in excessive stress or harm to any part of the Premises.

(f) **No signs**

The Lessee/s must not and must not suffer or permit a person to display from or affix any signs, notices or advertisements on the Premises without the prior written consent of the Lessor.

(g) **No smoking**

The Lessee/s must not suffer or permit a person to smoke inside any building or other enclosed area on the Premises.

(h) **Sale of Alcohol**

The Lessee/s will not sell or supply liquor from the Premises or allow liquor to be sold or supplied from the Premises without the prior written consent of the Lessor and then only in accordance with the provisions of the *Liquor Control Act 1988*, *Food Act 2008*, *Liquor Licensing Regulations 1989* and any other relevant written laws that may be in force from time to time.

(i) **Removal of rubbish**

The Lessee/s must keep the Premises free from rubbish and will store and keep all trade waste and garbage in proper receptacles.

(j) **No pollution**

The Lessee/s must do all things necessary to prevent pollution or contamination of the Premises by refuse, waste matter, oil and other pollutants.

9.2 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/s under any statute for its use of the Premises.

9.3 Premises Subject to Restriction

The Lessee/s accepts the Premises for the Term subject to any existing prohibition or restriction on the use of the Premises.

9.4 Indemnity for Costs

The Lessee/s indemnify 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.

10. MAINTENANCE, REPAIR AND CLEANING

10.1 Generally

- (a) The Lessee/s AGREES during the Term and for so long as the Lessee/s remains in possession or occupation of the Premises to, at its own cost, maintain, replace, repair, clean (which includes pressure cleaning) and keep the Premises (which for the avoidance

of doubt includes the Lessor's fixtures and fittings) clean and in Good Repair having regard to the age of the Premises at the Commencement Date, which includes, but is not limited to, the requirement to carry out structural maintenance and repairs, and any repairs or works that are necessary as a result of fair and reasonable wear and tear.

- (b) In discharging the obligations imposed on the Lessee/s under this subclause, the Lessee/s shall where maintaining, replacing or repairing in or on the Premises:

- (i) any electrical fittings and fixtures;
- (ii) any plumbing;
- (iii) any air-conditioning fittings and fixtures; and
- (iv) any gas fittings and fixtures;

use only licensed trades persons, or such trades persons as may be approved by the Lessor and notified to the Lessee/s, which approval shall not be unreasonably withheld.

10.2 Maintain Surroundings

- (a) The Lessee/s 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;
- (b) If any flora, trees or lawn dies the Lessee/s must replace the flora, trees or lawn at its own expense;
- (c) The Lessee/s must plant and care for such trees on the Premises as the Lessor may from time to time reasonably require; and
- (d) The Lessee/s 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.

10.3 Pest Control

The Lessee/s must keep the Premises free of any vermin or any other recognised pests and the cost of extermination will be borne by the Lessee/s.

10.4 Responsibility for Securing the Premises

- (a) **Securing Premises**

The Lessee/s must ensure the Premises, including Lessor's and Lessees' fixtures and fittings, are appropriately secured at all times.

- (b) **Installation of Security Systems**

Subject to prior written approval from the Lessor, the Lessee/s may install a security system to the Premises, PROVIDED the Lessee/s:

- (i) pays for all costs associated with the installation and ongoing monitoring of the security system; and
- (ii) provides the Lessor with access keys or alarm codes.

10.5 Comply with all reasonable conditions

The Lessee/s must comply with all reasonable conditions, including but not limited to a requirement to repaint the Premises or part thereof, that may be imposed by the Lessor from time to time in relation to the Lessee/s' maintenance of the Premises.

10.6 Acknowledgement of State of Repair of Premises

The Lessee/s acknowledges that it has inspected the structure of the Premises internally and externally prior to the execution of this Lease and enters into the Lease with full knowledge of the structural state and state of repair of the Premises.

10.7 Additional Requirements

The Lessee/s shall also be responsible for such additional maintenance requirements as are identified in Item 9 of the Schedule.

11. ALTERATIONS

11.1 Restriction

The Lessee/s must not without prior written consent from the Lessor or any other person from whom consent is required under this Lease or required under statute in force from time to time, including but not limited to the planning approval of the Lessor under a local or town planning scheme of the Lessor;

- (a) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises; or
- (b) subject to the performance of the Lessee/s' obligations in clause 10, remove any flora or fauna, alter or cut down any flora, or sell, remove or otherwise dispose of any flora, sand, gravel, timber or other materials from the Premises.

11.2 Consent

- (a) 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:
 - (i) give such consent subject to conditions; and
 - (ii) require that the works be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent; and
 - (iii) require that any works 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/s must apply for and obtain all such consent 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, and any maintenance and repair of any fixtures or improvements installed pursuant to 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/s as a condition of giving consent, then the Lessee/s 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. REPORT TO LESSOR

The Lessee/s must immediately report to the Lessor:

(a) **Vandalism**

any act of vandalism or any incident which occurs on 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/s is aware;

(b) **Pollution**

any occurrence or circumstances on the Premises of which it becomes aware, which might reasonably be expected to cause, in or on the Premises, pollution of the environment;

(c) **Notices, etc**

all notices, orders and summonses received by the Lessee/s and which affect the Premises and immediately deliver them to the Lessor;

(d) **Defects**

any accident to or defect or want of repair in any services or fixtures, fittings, plant or equipment in the Premises and of any circumstances known to the Lessee/s that may be or may cause a risk or hazard to the Premises or to any person on the Premises.

13. PROVISION OF INFORMATION

The Lessee/s AGREES to provide to the Lessor, upon the Lessor's request, where applicable:

- (a) a copy of the Lessee/s' audited annual statement of accounts for each year; and
- (b) advice of any changes in its office holders or its rules of association during the Term.

14. ASSIGNMENT, SUBLETTING AND CHARGING

14.1 No Assignment or Subletting without Consent

The Lessee/s 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.

14.2 Lessor's Consent to Assignment and Subletting

Provided all parties whose consent is required under this Lease or at law to an assignment or subletting give their consent, then the Lessor may not unreasonably withhold its consent to the assignment or subletting 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;
- (b) all Amounts Payable due and payable have been paid and there is no existing unremedied breach, whether notified to the Lessee/s or not, of any of the Lessee/s' Covenants;
- (c) the Lessee/s 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 deed of assignment contains a covenant, by the assignee with the Lessor, for the assignee to pay all Amounts Payable and to perform and observe all the Lessee/s' Covenants or the deed of sublease contains a covenant, by the sublessee with the Lessor, for the sublessee to pay all the Amounts Payable and to perform and observe all of the Lessee/s' Covenants in respect of the subleased area of the Premises.

14.3 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.

14.4 Property Law Act 1969

Sections 80 and 82 of the *Property Law Act 1969* are excluded.

14.5 Costs for Assignment and Subletting

If the Lessee/s wishes to assign or sublet the leasehold estate created by this Lease, the Lessee/s must pay all 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 subletting,
whether or not the assignment or subletting proceeds.

14.6 No Mortgage or Charge

The Lessee/s must not mortgage or charge the Premises.

15. NO CAVEAT OR OTHER INTEREST

15.1 No Caveat or other interest

The Lessee/s nor any person on behalf of the Lessee/s must not lodge any absolute caveat, subject to claim or any other interest including any lease, sublease, mortgage, charge over the Land or Premises or part thereof, without the prior written consent of the Lessor.

15.2 Removal of interest

If any caveat or other interest is lodged without the consent of the Lessor, the Lessee/s irrevocably appoints the Lessor (or any person authorised by the Lessor for that purpose) jointly and severally:

- (a) for the Term;
- (b) for any holding over under this Lease; and
- (c) for a period of six (6) months after Termination of this Lease

to be the agent and attorney of the Lessee/s in its name and on its behalf to sign and lodge at Landgate;

- (d) a withdrawal of any absolute caveat lodged by or behalf of the Lessee/s;
- (e) a withdrawal of any caveat lodged by on or behalf of the Lessee/s and not withdrawn on Termination; and
- (f) a surrender of the estate granted by this Lease.

15.3 Costs of removal, Indemnity and Ratification

- (a) The Lessee/s undertakes to ratify all the acts performed by or caused to be performed by the Lessor, its agent or attorney under this clause; and
- (b) The Lessee/s indemnifies the Lessor against any loss arising from any act done under clause 15.

16. STATUTORY OBLIGATIONS & NOTICES

16.1 Comply with Statutes

The Lessee/s 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 16**;
- (c) ensure that all obligations in regard to payment for copyright or licensing fees are paid to the appropriate person for all performances, exhibitions or displays held on the Premises; and
- (d) 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.

16.2 Indemnity if Fails to Comply

The Lessee/s indemnifies the Lessor against:

- (a) failing to perform, discharge or execute any of the items referred to in **clause 16.1**; and
- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clause 16.1**.

17. OBLIGATIONS ON EXPIRY OR TERMINATION OF LEASE

17.1 Restore Premises

Prior to Termination, the Lessee/s at the Lessee/s' expense must restore the Premises to a condition consistent with the performance by the Lessee/s of the Lessee/s' Obligations under this Lease fair wear and tear excepted or to other such condition as the Lessor may necessarily require.

17.2 Remove Lessee/s' Property prior to Termination

Prior to Termination, unless expressly provided otherwise by the Lessor, the Lessee/s must remove from the Premises all property of the Lessee/s 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/s (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.

17.3 Lessor can Remove Lessee/s' Property on Re-Entry

On re-entry the Lessor will have the right to:

- (a) remove from the Premises any property of the Lessee/s and the Lessee/s indemnifies the Lessor against all damage caused by the removal of and the cost of storing such property; or
- (b) take ownership of any property of the Lessee/s which has not been removed from the Premises within thirty (30) days of the expiry or Termination of this Lease.

17.4 Peacefully Surrender

On Termination the Lessee/s must:

- (a) peacefully surrender and return to the Lessor the Premises in a condition consistent with the performance of the Lessee/s' Obligations under this Lease;

- (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;

17.5 Obligations to continue

The Lessee/s' obligations under this clause will continue, notwithstanding the end or Termination of this Lease.

LESSOR'S RIGHTS & OBLIGATIONS

18. LESSOR'S RIGHT OF ENTRY

18.1 Entry on Reasonable Notice

The Lessee/s 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 undertake property inspections 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/s;
 - (iii) to comply with the Lessor's Obligations 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/s 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.

18.2 Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to at clause 18.1(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/s on demand.

19. LIMIT OF LESSOR'S LIABILITY

19.1 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.

19.2 Limit on Liability for Breach of Lessor's Obligations

- (a) The Lessor is only liable for breaches of the Lessor's Obligations set out in this Lease which occur while the Lessor is registered as the management body for the Land; and
- (b) the Lessor will not be liable for any failure to perform and observe any of the Lessor's Obligations due to any cause beyond the Lessor's control.

MUTUAL AGREEMENTS

20. TERMINATION OF LEASE

20.1 Termination by either party upon Notice

Subject to the terms and conditions of this Lease and the operation of the default provisions in clause 24 of this Lease, neither Party shall terminate the Lease without the consent of the other party.

20.2 Obligations upon termination

If this lease is terminated in accordance with this clause, clause 17 will apply.

21. DAMAGE OR DESTRUCTION OF PREMISES

If the Premises or any part of the Premises are totally or partially destroyed so as to require major rebuilding either party may within 2 months of the destruction or the damage terminate the Term with immediate effect by giving Notice to the other party and, upon such termination, the provisions of clause 17 shall apply.

22. OPTION TO RENEW

22.1 Exercise of Option

If the Lessee/s at least 3 months, but not earlier than 6 months, prior to the date for commencement of the Further Term gives the Lessor a Notice to grant the Further Term as specified in Item 3 of the Schedule 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/s 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' Obligations,

the Lessor shall grant to the Lessee/s a lease for the Further Term as specified in Item 3 of the Schedule at the Rent and on terms and conditions similar to this Lease other than this clause 22 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.

23. HOLDING OVER

If the Lessee/s remains in possession of the Premises after the expiry of the Term with the consent of the Lessor, the Lessee/s 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/s being in possession of the Premises as a monthly tenant.

24. DEFAULT

24.1 Events of Default

A default occurs if:

- (a) the Lessee/s is in breach of any of the Lessee/s' Obligations for 28 days after a Notice has been given to the Lessee/s to rectify the breach or to pay compensation in money;
- (b) where the Lessee is an association which is incorporated under the *Associations Incorporations Act 1987*, the association is wound up whether voluntarily or otherwise;
- (c) where the Lessee/s is an association which is incorporated under the *Associations Incorporations Act 1987*, the Lessee/s passes a special resolution under the *Associations Incorporation Act 1997* altering its rules of association in a way that makes its objects or purposes inconsistent with the use permitted by this Lease;
- (d) the Premises are vacated; or
- (e) a person other than the Lessee/s or a permitted sublessee or assignee is in occupation or possession of the Premises or in receipt of a rent and profits.

24.2 Forfeiture

On the occurrence of any of the events of default specified in clause 24.1 the Lessor may:

- (a) without notice or demand at any time enter the Premises and on re-entry the Term will immediately determine;
- (b) by notice to the Lessee/s determine this Lease and from the date of giving such notice this Lease will be absolutely determined; and
- (c) by notice to the Lessee/s elect to convert the unexpired portion of the Term into a tenancy from month to month when this Lease will be determined as from the giving of the notice and until the tenancy is determined the Lessee/s will hold the Premises from the Lessor as a tenant from month to month under clause 23,

but without affecting the right of action or other remedy which the Lessor has in respect of any other breach by the Lessee/s of the Lessee/s' Obligations or releasing the Lessee/s from liability in respect of the Lessee/s' Obligations.

24.3 Lessor May Remedy Lessee/s' default

If the Lessee/s:

- (a) fails or neglects to pay the Amounts Payable by the Lessee/s under this Lease; or
- (b) does or fails to do anything which constitutes a breach of the Lessee/s' Obligations,

then, after the Lessor has given to the Lessee/s notice of the breach and the Lessee/s 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/s and the Lessee/s must pay to the Lessor on demand the Lessor's cost and expenses of remedying each breach or default.

24.4 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 of 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.

24.5 Essential Terms

Each of the Lessee/s' Obligations in clauses 5 (Rent and Other Payments), 7 (Insurance), 8 (Indemnity), 9 (Use), 10 (Maintenance, Repair and Cleaning), 14 (Assignment, Subletting and Charging) and 27 (Goods and Services Tax) is an essential term of this Lease but this clause 24 does not mean or imply that there are no other essential terms in this Lease.

24.6 Breach of Essential Terms

If the Lessee/s breaches an essential term of this Lease then, in addition to any other remedy or entitlement of the Lessor:

- (a) the Lessee/s 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/s in respect of the breach of an essential term; and
- (c) the Lessee/s AGREES 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/s; or
 - (ii) following the failure by the Lessee/s to comply with any notice given to the Lessee to remedy any default,

the Lessee/s must pay to the Lessor on demand the total of the Amounts Payable under this Lease which would have been payable by the Lessee/s for the unexpired balance of the Term as if the Term had expired by lapse 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/s agrees that the obligation set out in this clause 24.6(c) will survive termination or any deemed surrender at law of the estate granted by this Lease;
- (e) the Lessee/s may deduct from the amounts referred to at clause 24.6(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 lapse 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.

25. DISPUTES

25.1 Appointment of Arbitrator

Except as otherwise provided any dispute arising out of this Lease is to be determined by a single arbitrator under the provisions of the Commercial Arbitration Act 1985 and the Lessor and the Lessee/s may each be represented by a legal practitioner.

25.2 Payment of Amounts Payable to Date of Award

The Lessee/s must pay the Amounts Payable without deduction to the date of the award of the Arbitrator or the date of an agreement between the Parties whichever event is the earlier, and if any money paid by the Lessee/s is not required to be paid within the terms of the award of the Arbitrator or by agreement between the Lessor and the Lessee/s then the Lessor will refund to the Lessee/s the monies paid.

26. CONSENTS

26.1 Western Australian Planning Commission's Consent

If for any reason whatsoever this Lease requires the consent of the Western Australian Planning Commission or other consent under the *Planning and Development Act 2005*, then this Lease is made expressly subject to and conditional on the granting of that consent in accordance with the provisions of the *Planning and Development Act 2005*.

26.2 Minister for Land's Consent

In the event that the Land is subject to the provisions of the *Land Administration Act 1997* the grant of this Lease is made expressly subject to and is conditional on the consent of the Minister for Lands to this Lease.

27. GOODS AND SERVICES TAX

(a) Lessee/s 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, unless the Lessor is liable for the payment of a given Taxable Supply, as from the date of any such introduction or application:

- (i) the Lessor may increase the Basic Consideration or the relevant part thereof by an amount which is equal to the GST Rate; and
- (ii) the Lessee/s shall pay the increased Basic Consideration on the due date for payment by the Lessee/s of the Basic Consideration.

(b) 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 clause 27(a)(i).

(c) **GST invoice**

Where the Basic Consideration is to be increased to account for GST pursuant to **clause 29(b)**, the Lessor shall in the month in which the Basic Consideration is to be paid, issue a Tax Invoice which enables the Lessee/s to submit a claim for a credit or refund of GST.

28. ADDITIONAL TERMS AND CONDITIONS

Each of the terms and conditions (if any) specified in **Item 10** of the Schedule are part of this Lease and are binding on the Lessor and the Lessee/s as if incorporated into the body of this Lease.

GENERAL PROVISIONS

29. NOTICE

29.1 Form of Delivery

A Notice to a person must be in writing and may be given or made by addressing it to the person 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.

29.2 Service of Notice

A Notice to a person is deemed to be given or made:

- (a) if by leaving the Notice at an address specified in **clause 29.1**, at the time of leaving the Notice provided the Notice is left during normal business hours; and
- (b) if by post to an address specified in **clause 29.1**, on the second business day following the date of posting of the Notice.

29.3 Signing of Notice

A Notice to a person may be signed:

- (a) if given by a local government, by the CEO or a person authorised to sign on behalf of the local government; or
- (b) by a solicitor or other agent of the person, corporation or local government giving the Notice.

30. AMENDMENTS TO LEASE

Subject to such consents as are required by this Lease or at law, this Lease may be varied by the agreement of the parties in writing.

31. WAIVER

31.1 No General Waiver

Failure to exercise or delay in exercising any right, power or privilege in this Lease by a Party does not operate as a waiver of that right, power or privilege.

31.2 Partial Exercise of Right Power or Privilege

A single or partial exercise of any right, power or privilege does not preclude any other or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

32. 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.

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. 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.

35. 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.

36. 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.

37. 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.

SCHEDULE

ITEM 1: LAND AND PREMISES

Land

Reserve 42950, being Lot 86 Horan Street (Deposited Plan 222496 Vol 3022 Fol 55)
Gingin.

Premises

The whole of the land.

ITEM 2: TERM

Five (5) years.

ITEM 3: FURTHER TERM

Five (5) years.

ITEM 4: COMMENCEMENT DATE

1 March 2013

ITEM 5: RENT

One dollar (\$1.00) per annum, payable annually in advance.

ITEM 6: USE

The Gingin Men's Shed Inc and Lions Club Gingin/Chittering activities and all uses
reasonably ancillary thereto.

ITEM 7: PUBLIC LIABILITY INSURANCE

\$20,000,000 (Twenty Million Dollars)

ITEM 8: RENT REVIEW DATES

Not applicable.

ITEM 9: ADDITIONAL MAINTENANCE SCHEDULE

Not applicable.

ITEM 10: ADDITIONAL TERMS AND CONDITIONS

Not applicable.

Execution Page

EXECUTED by the parties as a Deed:

THE COMMON SEAL of the SHIRE OF)
GINGIN was hereunto affixed in the)
presence of:)



[Signature]
PRESIDENT

MICHAEL FESTIVAL
Print full name

[Signature]
CHIEF EXECUTIVE OFFICER

JEREMY EDWARDS
Print full name

SIGNED FOR AND ON BEHALF OF THE)
GINGIN MEN'S SHED INC pursuant to the)
constitution of the Lessee, with each)
signatory hereby declaring 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

BRUCE COURTNEY WATSON

RON POLLARD

Name:

Name:

Office Held:

PRESIDENT

Office Held:

SEC/TREASURER

SIGNED FOR AND ON BEHALF OF)
LIONS CLUB GINGIN/CHITTERING)
pursuant to the constitution of the Lessee,)
with each signatory hereby declaring 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

BRIAN BARLOW

PATRICIA FINKES

Name:

Name:

Office Held:

VICE-PRESIDENT

Office Held:

TREASURER

MINISTER FOR LANDS CONSENT:

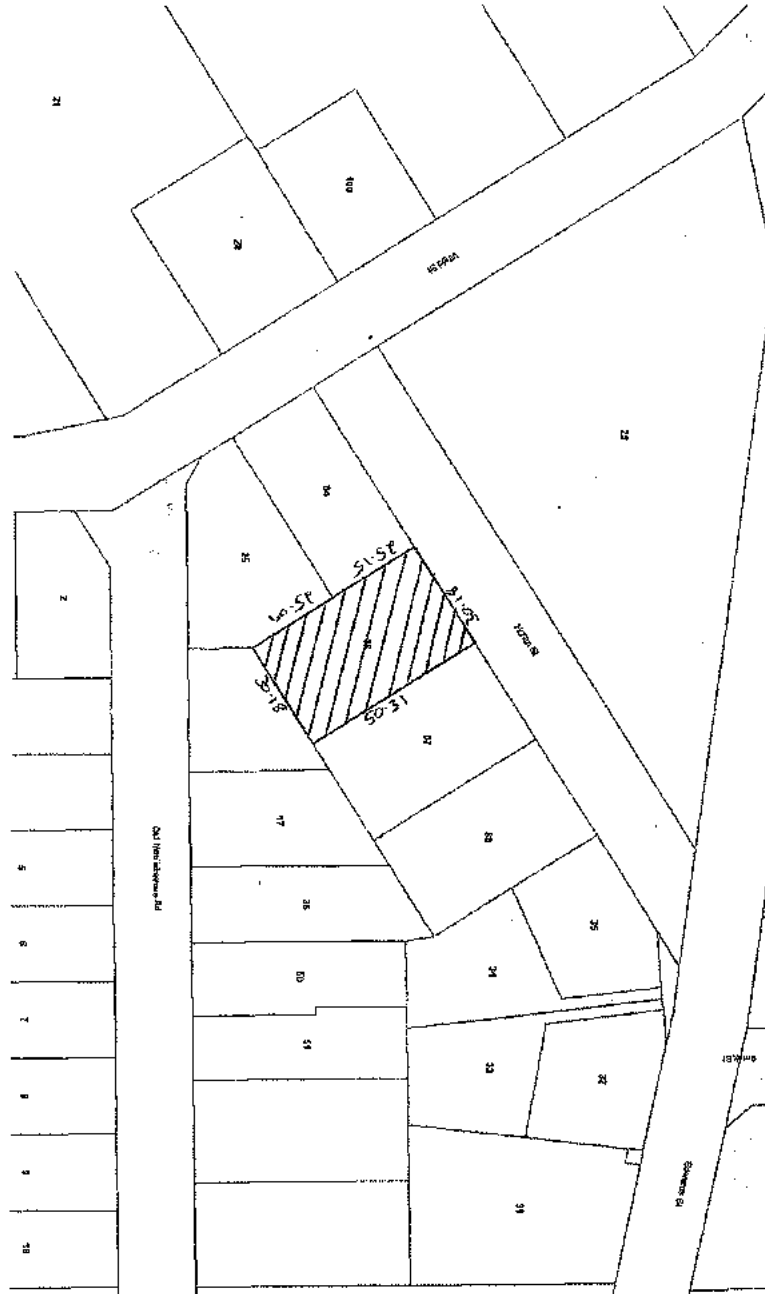
APPROVED FOR THE PURPOSES OF SECTION 10
OF THE LAND ADMINISTRATION ACT 1997
Keene
17.06.13
by Order of the Minister For Lands
This document is still subject to the registration
requirements of the Transfer of Land Act 1893

Signature

Date



Annexure 1 – Plan of Premises



11.3. PLANNING AND DEVELOPMENT

11.3.1 APPLICATION FOR DEVELOPMENT APPROVAL - PROPOSED OUTBUILDING (CONSISTING OF FOUR SEA CONTAINERS) AND AN ABLUTION FACILITY ON LOT 17 DOOLING ROAD, NEERGABBY

FILE:	BLD/6640
APPLICANT:	PAUL SPENCER
LOCATION:	LOT 17 DOOLING ROAD, NEERGABBY
OWNER:	PAUL SPENCER
ZONING:	GENERAL RURAL (GR20)
WAPC NO:	N/A
AUTHOR:	MAHSA FARROKHI – PLANNING OFFICER
REPORTING OFFICER:	KYLIE BACON – ACTING EXECUTIVE MANAGER
	PLANNING AND DEVELOPMENT
REPORT DATE:	17 JULY 2018
REFER:	25 OCTOBER 2015 ITEM 11.3.4

OFFICER INTEREST DECLARATION

Nil

PURPOSE

To consider an Application for Development Approval for a proposed outbuilding (consisting of four sea containers) and an ablution facility on Lot 17 Dooling Road, Neergabby.

BACKGROUND

The Shire received an Application for Development Approval on 7 June 2018 for an outbuilding (consisting of four sea containers) and an ablution facility to be developed on the site. The subject property is 15.8 hectares in area and currently accommodates one outbuilding and a water tank while the majority of the site is vacant.

In October 2015, Council issued development approval for a Home Business (landscaping and construction) which included two outbuildings, with one also functioning as an administration area. The ablutions were incorporated within the design of the administration area/outbuilding.

The proposal in 2015 was presented as a four stage development, consisting of the following:

- Stage 1 (Container Shed): constructing container shed for use in storage of tools;
- Stage 2 (Ablution block): constructing ablution block at the administration precinct and installing solar power;
- Stage 3 (Main Shed): constructing the Main Shed as an extension to ablution block, which comprises a small home office and “smoko” area; and
- Stage 4 (Single House)

The landowner was unable to implement the proposal as planned, however aspects of the home business (landscaping and construction), namely the storage of equipment, have been implemented on a small scale. The approved buildings referenced above have not been constructed and therefore these components of the approval are deemed to have lapsed.

The overall intent for the property remains the same, however the proposed staging is now somewhat different. The proposal seeks to construct an outbuilding which consists of four 20 foot sea containers connected via a central roof. The applicant intends to use the sea containers to securely store items such as fertilizer, reticulation, machinery and surplus materials.

The outbuilding is proposed to be 12.4 metres in length, 12.1 metres in width and have a ridge height of 3.8 metres. To ensure the structure presents as a traditional outbuilding, the applicant has committed to painting the existing containers 'wind spray grey' to accord with the roofing and doors. The outbuilding is located 24 metres from the side (southern) boundary and approximately 105 metres from the front (northern) boundary within the 'landscaping business operational zone'.

The ablution block is proposed on a stand-alone basis as part of this proposal. The ablution is 2.7 metres in height and set back 38 metres from the side (northern) boundary within the 'administration zone'.

COMMENT

Community Consultation

The application was advertised to the surrounding landowners for a period of 14 days in accordance with clause 64 of the *Planning and Development (Local Planning Schemes) Regulations 2015*. No submissions were received.

Local Planning Scheme No. 9 (LPS 9)

The subject lot is zoned General Rural (GR20) under LPS 9, the objectives of which are to:

- (a) *Manage land use changes so that the specific local rural character of the zone is maintained or enhanced;*
- (b) *Encourage and protect broad acre agricultural activities such as grazing and more intensive agricultural activities such as horticulture as primary uses, with other rural pursuits and rural industries as secondary uses in circumstances where they demonstrate compatibility with the primary use;*
- (c) *Maintain and enhance the environmental qualities of the landscape, vegetation, soils and water bodies, to protect sensitive areas especially the natural valley and watercourse systems from damage; and*
- (d) *Provide for the operation and development of existing, future and potential rural land uses by limiting the introduction of sensitive land uses in the General Rural zone.*

The site has previously been determined as being suitable to accommodate the proposed development.

Setbacks

The proposed setbacks for both the outbuilding and ablutions comply with Table 2 – Site Requirements of LPS 9 which prescribes a 20 metre setback for General Rural zoned land.

Local Planning Policy 1.9 – Sea Containers (LPP 1.9)

Given the proposal includes four sea containers forming part of the outbuilding, LPP 1.9 is applicable. Permanent use of sea containers is permitted on General Rural zoned land, subject to the requirements listed under Clause 5 of LPP 1.9. Clause 5, 'General Development Requirements for Sea Containers' as provided below (with officer comments).

- a) *Sea Containers are not to be located in setback areas, as specified in Local Planning Scheme No.9 Table 2 - Site Requirements and in firebreaks as specified by Shire of Gingin Firebreak Order (as amended);*

Comment

The proposed development complies with the required setbacks prescribed under LPS 9.

- b) *Sea Containers in direct view of neighbouring properties and public places must be screened with walls, fencing, landscaping or other means approved by the Chief Executive Officer;*

Comment

The applicant has committed to ensuring a uniform colour (wind spray grey) is used for the outbuilding to ensure the surrounding aesthetics are not adversely impacted. Furthermore, the applicant intends to install native vegetative screening (woolly bush) either side of the outbuilding.

- c) *Sea Containers are to be painted a neutral colour that is consistent with the existing buildings and kept in good condition; and*

Comment

As advised above, the colour 'wind spray grey' will be used on the external of the sea containers to match the roofing and doors. There is a general perception that sea containers present an industrial built form. In order to protect the local visual amenity of the area, appropriate conditions are recommended to ensure the appearance of sea containers are acceptable.

- d) *No advertising or logos are permitted on Sea Containers unless they are visually acceptable as determined by the Chief Executive Officer.*

Comment

No advertising will be present as the sea containers will be painted as provided above.

Further Comments (Ablutions)

The proposed ablutions are intended to form part of a future administration/outbuilding to be used in conjunction with the approved home business. Given the site does not currently have toilet facilities it is considered reasonable to permit the development of stand alone ablutions as the structure is set back appropriately, is small in scale and will be constructed to a professional finish. The visual appearance of the ablutions will not present a built form out of character with the area.

Applicant's Justification

The applicant has provided written justification for the proposal as follows:

"I have Council approval and engineering drawings for construction of a lockable shed on my rural property in Neergabby. But I need further approval for the shed as it is designed to be constructed over the top of four 20 foot sea containers 'end for end' on either side of the shed. The roof covers the entire shed including the sea containers. The sea containers provide a practical secure area for fertilizers, reticulations, chemicals and machinery as the block is unattended most of the time.

The walls and doors of the shed are colour bond and of the colour 'wind spray' as are the sea containers to blend into the whole structure. I will also be planting fire retardant shrubs 'native woolly bush' down either side of the block and the same off the sides of the containers to provide an insulating barrier."

State Planning Policy 3.7 – Planning in Bushfire Prone Areas (SPP 3.7)

SPP 3.7 provides a foundation for land use planning to address bushfire risk management. The subject lot is designated as being partially bushfire prone. The development area of the proposed outbuilding is located outside of the designated bushfire prone area and more than 100 metres from any bushfire prone vegetation. Therefore, a BAL assessment (basic) can be applied resulting in a BAL LOW.

With respect to the ablution facility, given the nature of the structure is not habitable and is not occupied for considerable amounts of time, under guidance of West Australian Planning Commission's Planning Bulletin 111/2016, it is considered that a BAL Assessment is exempt.

Services

Any additional servicing required as part of the proposal will be at the applicant's expense.

Conclusion

In summary, the overall intent of the property remains consistent with the previous approval issued by Council, simply the staging of development has varied. The proposed outbuilding (consisting of four sea containers) and ablutions have been set back and designed to ensure no adverse visual impact will result from the development. As such, the Officer recommends the proposal be supported subject to conditions.

STATUTORY ENVIRONMENT

Local Planning Scheme No. 9
Part 3 – Zones and the Use of land
3.2.7 General Rural zone

Part 4 – General Development Requirements
4.7.1 Table 2 – Site Requirements

POLICY IMPLICATIONS

Local Planning Policy 1.9 – Sea Containers

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2017-2027

<i>Focus Area</i>	<i>Infrastructure and Development</i>
<i>Objective</i>	<i>3. To effectively manage growth and provide for community through the delivery of community infrastructure in a financially responsible manner.</i>
<i>Outcome</i>	<i>3.1 Development of new and existing developments meet the Shire's Strategic Objectives and Outcomes.</i>
<i>Priority</i>	<i>3.1.1 Support strategies that facilitate commercial development.</i>

VOTING REQUIREMENTS – SIMPLE MAJORITY

RECOMMENDATION

It is recommended that Council grant Development Approval for the proposed outbuilding (consisting of four sea containers) and an ablution facility on Lot 17 Dooling Road, Neergabby, subject to the following conditions and advice notes:

Conditions

1. The land use and development shall be undertaken in accordance with the approved plans and specifications, including any directions written in red ink by the Shire, unless otherwise conditioned in this Approval.

2. This Approval is for an Outbuilding (consisting of four sea containers) and an Ablution Facility only, as indicated on the approved plans;
3. The Outbuilding shall not be used for permanent human habitation;
4. The proposed Outbuilding and sea containers shall be painted the same neutral colour prior to occupation of the development;
5. Vegetative screening shall be planted along the northern and south-western portion of the proposed Outbuilding as marked in red ink on the approved plans; and
6. Within 45 days from the approval date, the Applicant/Owner shall execute and provide to the Shire of Gingin a notification pursuant to Section 70A of the *Transfer of Land Act 1893* to be registered on the title to the land as notification to prospective purchasers as follows:

Bushfire Prone Area – This lot is located within a bushfire prone area.

Advice Notes

- Note 1: If you are aggrieved by the conditions of this approval you have the right to request that the State Administrative Tribunal (SAT) review the decision, under Part 14 of the *Planning and Development Act 2005*.
- Note 2: If the development subject to this approval is not substantially commenced within a period of two years, the approval shall lapse and have no further effect.
- Note 3: Where an approval has so lapsed, no development may be carried out without further approval of the local government having first been sought and obtained.
- Note 4: This approval is not a building permit or an approval under any law other than the *Planning and Development Act 2005*. It is the responsibility of the applicant/owner to obtain any other necessary approvals, consents and/or licences required under any other law, and to commence and carry out development in accordance with all relevant laws.
- Note 5: The operation will be required to comply with the *Environmental Protection (Noise) Regulations 1997*.
- Note 6: Where any native vegetation clearing is proposed, it will be necessary to contact the Department of Water and Environmental Regulation (DWER) to obtain necessary approvals.
- Note 7: Please be advised that the conditions imposed as part of this approval do not supersede all conditions imposed on the development approval issued by the Shire on 29 October 2015. The applicant/landowner is still required to comply with the conditions imposed on the earlier development approval.

SUBSTANTIVE MOTION WITH AMENDMENT

Amend Condition 3 by deleting the word “permanent” in between the words “for” and “human”.

Moved Councillor Morton, seconded Councillor Johnson that Council grant Development Approval for the proposed outbuilding (consisting of four sea containers) and an ablution facility on Lot 17 Dooling Road, Neergabby, subject to the following conditions and advice notes:

Conditions

1. The land use and development shall be undertaken in accordance with the approved plans and specifications, including any directions written in red ink by the Shire, unless otherwise conditioned in this Approval.
2. This Approval is for an Outbuilding (consisting of four sea containers) and an Ablution Facility only, as indicated on the approved plans;
3. The Outbuilding shall not be used for human habitation;
4. The proposed Outbuilding and sea containers shall be painted the same neutral colour prior to occupation of the development;
5. Vegetative screening shall be planted along the northern and south-western portion of the proposed Outbuilding as marked in red ink on the approved plans; and
6. Within 45 days from the approval date, the Applicant/Owner shall execute and provide to the Shire of Gingin a notification pursuant to Section 70A of the *Transfer of Land Act 1893* to be registered on the title to the land as notification to prospective purchasers as follows:

Bushfire Prone Area – This lot is located within a bushfire prone area.

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- Note 1:** If you are aggrieved by the conditions of this approval you have the right to request that the State Administrative Tribunal (SAT) review the decision, under Part 14 of the *Planning and Development Act 2005*.
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- Note 3:** Where an approval has so lapsed, no development may be carried out without further approval of the local government having first been sought and obtained.

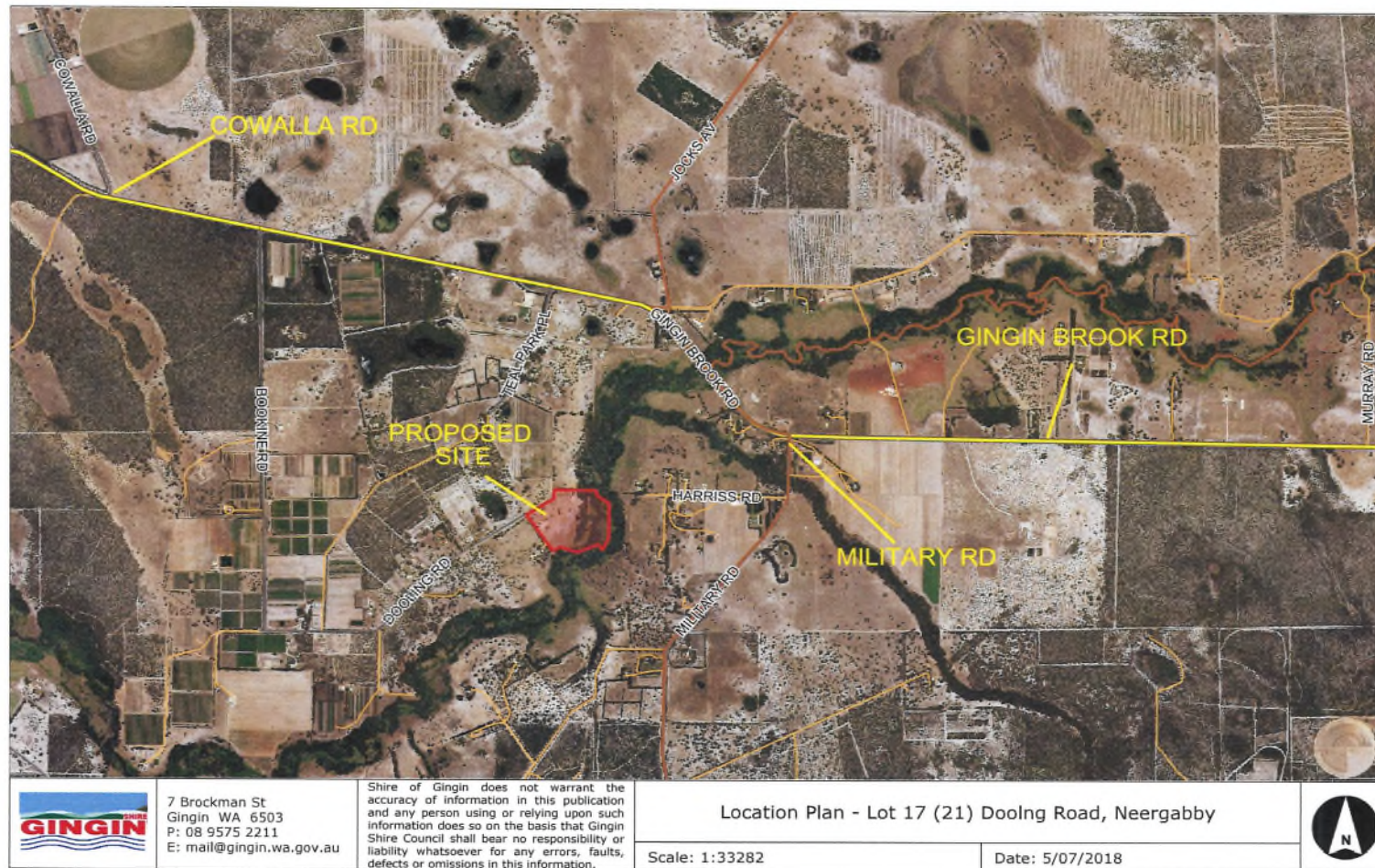
- Note 4:** This approval is not a building permit or an approval under any law other than the *Planning and Development Act 2005*. It is the responsibility of the applicant/owner to obtain any other necessary approvals, consents and/or licences required under any other law, and to commence and carry out development in accordance with all relevant laws.
- Note 5:** The operation will be required to comply with the *Environmental Protection (Noise) Regulations 1997*.
- Note 6:** Where any native vegetation clearing is proposed, it will be necessary to contact the Department of Water and Environmental Regulation (DWER) to obtain necessary approvals.
- Note 7:** Please be advised that the conditions imposed as part of this approval do not supersede all conditions imposed on the development approval issued by the Shire on 29 October 2015. The applicant/landowner is still required to comply with the conditions imposed on the earlier development approval.

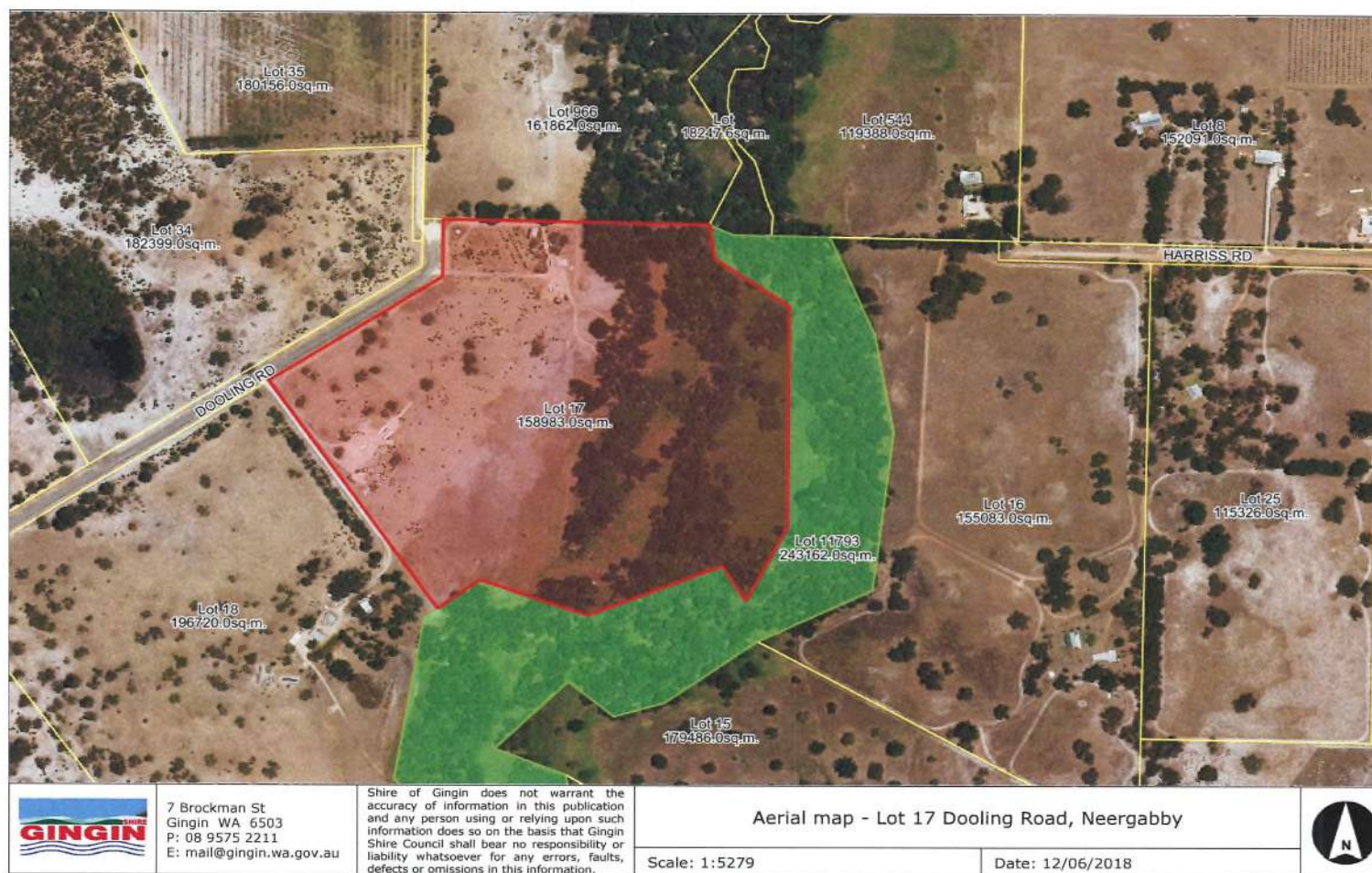
CARRIED UNANIMOUSLY

Reason for Amendment

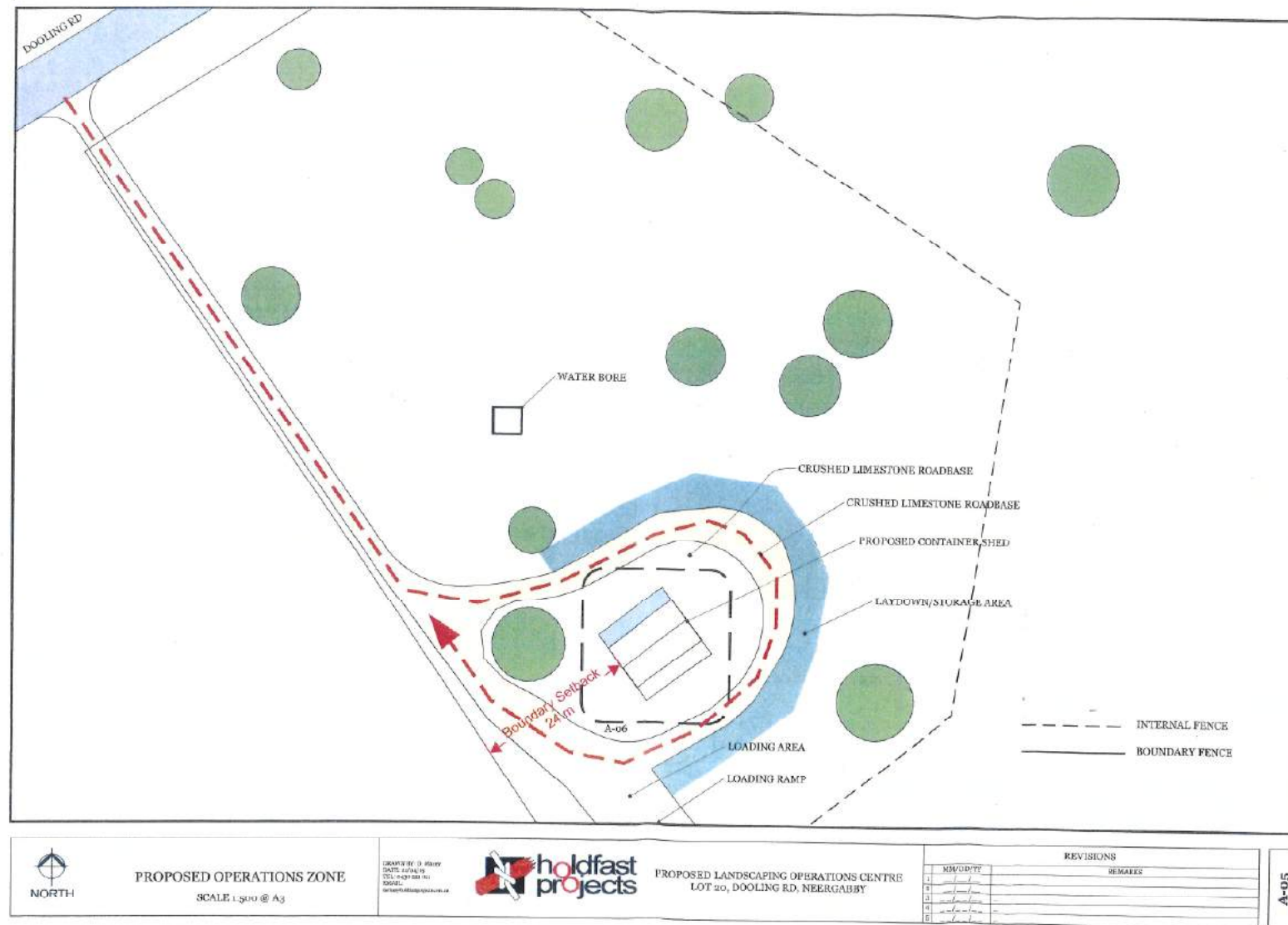
Council was of the view that Condition 3 required amendment to make it absolutely clear that no habitation of the outbuilding, whether permanent or otherwise, would be countenanced.

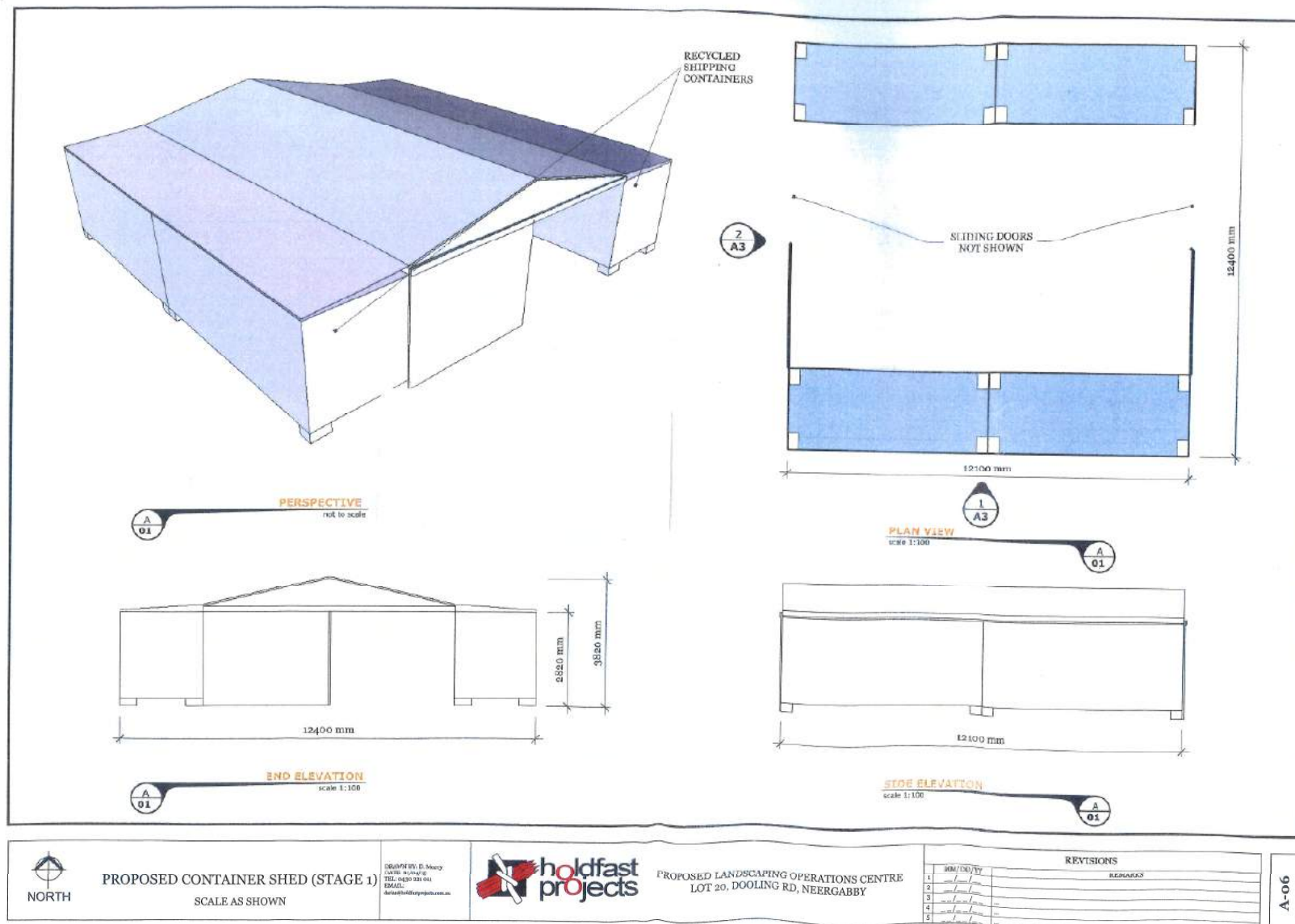
APPENDIX 1

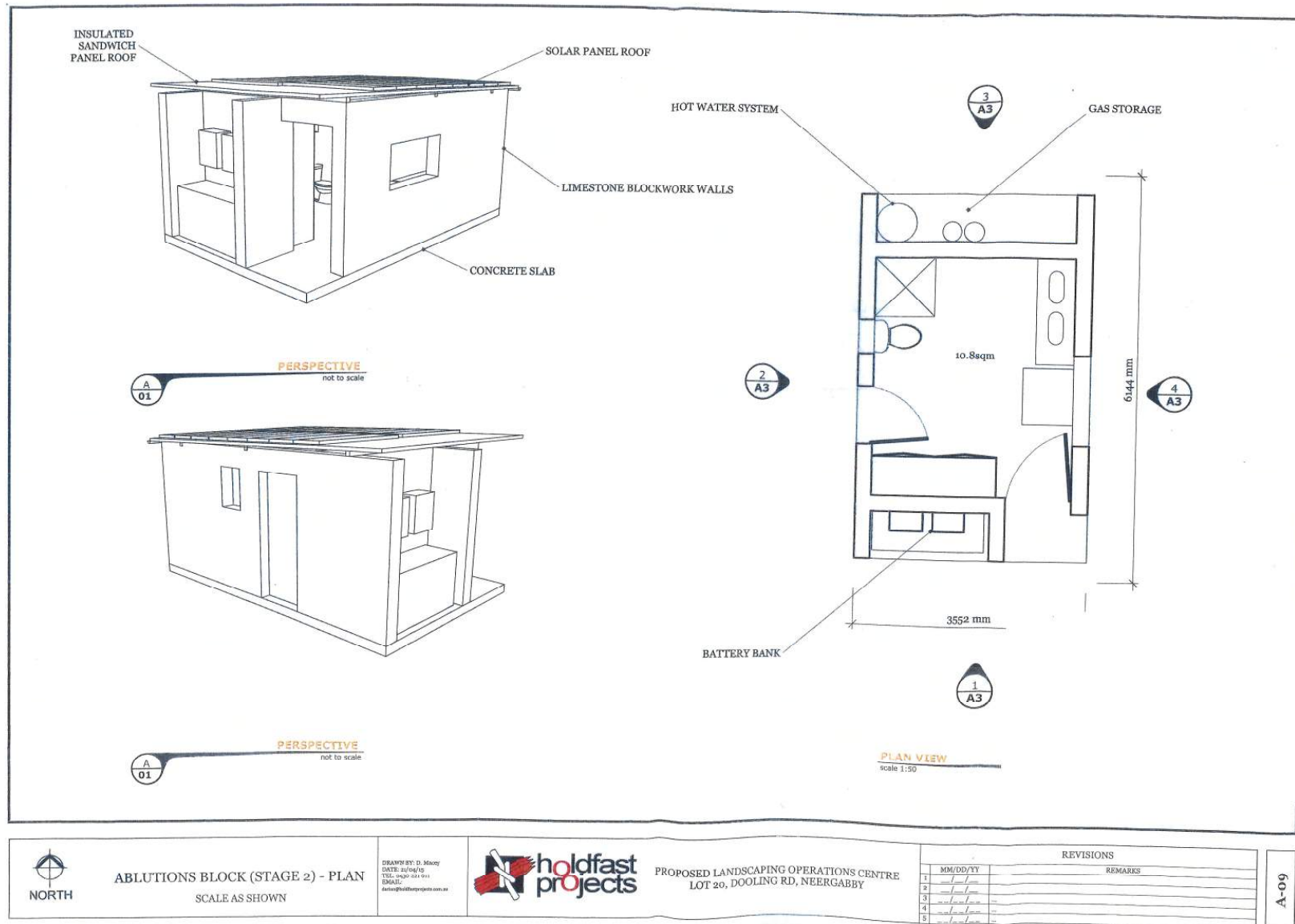


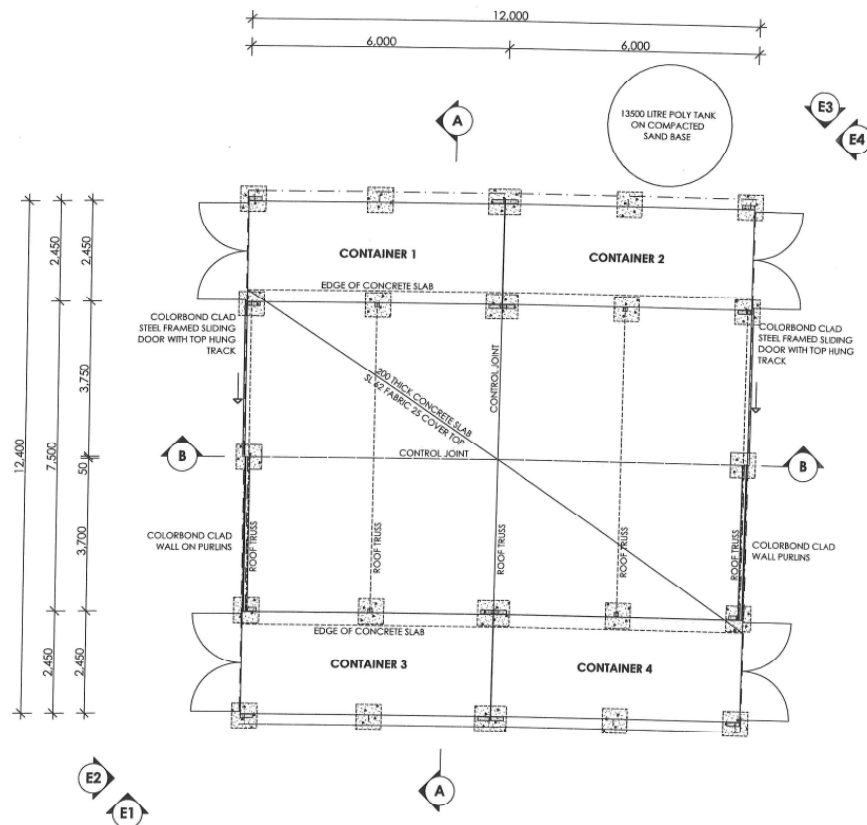






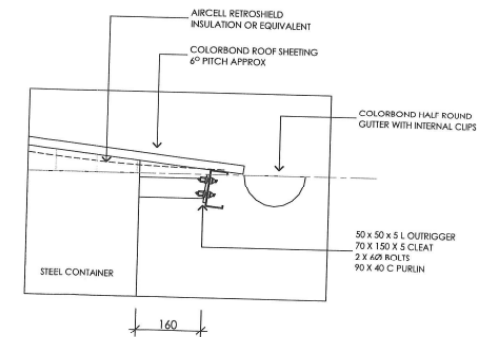






FLOOR PLAN
1:100

STRUCTURAL DETAIL REFER TO STRUCTURAL DETAILS AND NOTES PREPARED BY STRUCTURER CONSULTING ENGINEERS
SITE CONDITIONS WHITE SAND SITE
ROOF PLUMBER ROOF AND WALL SHEETING CORROGATED COLORBOND SHEETING COLOUR : WINDSPRAY EAVES GUTTERS FELTERS HALF-ROUND WITH INTERNAL CLIPS COLOUR : WINDSPRAY DOWNPIPES 90 DIAMETRE PVC PAINTED : COLORBOND WINDSPRAY
INSULATION PROVIDE AIRCELL INSUL BREAK UNDER ALL ROOF SHEETING AND BEHIND WALL CLADDING
STEEL SEA CONTAINERS PROVIDE RECYCLED STEEL SEA CONTAINERS WITH HOLD DOWN DETAILS AS SHOWN PAINT INSTALLED CONTAINERS COLOUR : COLORBOND WINDSPRAY



HOLD DOWN 2
1:10

GENERAL NOTES			SITE ADDRESS: LOT 17, DOOLING ROAD NEERGABBY GINGIN WA 6503		
CONTRACTORS SHALL CHECK ALL DIMENSIONS AND CONDITIONS ON SITE PRIOR TO COMMENCING FABRICATION OR CONSTRUCTION. ANY DISCREPANCIES TO BE BROUGHT TO THE ATTENTION OF BEILBY DESIGN.			DRAWING : SHED PLAN		
DO NOT SCALE DRAWINGS.			SCALE : AS SHOWN		
ALL SIZES SHOWN ARE TO UNLESS OTHERWISE SPECIFIED.			SHEET NO. : WD-05		
© COPYRIGHT THIS PLAN IS THE SOLE PROPERTY OF BEILBY DESIGN AND MAY NOT BE REPRODUCED OR ACQUIRED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION.			DATE : MAY 2017		
ISSUE NUMBER			RANGE : WORKING DRAWINGS		
2	16 JUNE 2017	CLIENT REVIEW			
1	8 MAY 2017	CLIENT REVIEW			



33 Zarnia Road
Gooseberry Hill WA 6076 **BUILDING
DESIGN**
M: 0417 180 221
E: paul.wilson@beilbydesign.com

**11.3.2 APPLICATION FOR DEVELOPMENT APPROVAL - PROPOSED RECREATION
- PRIVATE (HORSE RIDING SCHOOL) ON LOT 58 (NO. 25) ASHBY ROAD,
LENNARD BROOK**

FILE: BLD/5186
APPLICANT: JOHN PANIZZA & JESSICA BOSCH
LOCATION: LOT 58 (NO. 25) ASHBY ROAD, LENNARD BROOK
OWNER: JOHN PANIZZA & JESSICA BOSCH
ZONING: RURAL LIVING
WAPC NO: N/A
AUTHOR: JAMES BAYLISS – ACTING MANAGER STATUTORY
PLANNING
REPORTING OFFICER: KYLIE BACON – ACTING EXECUTIVE MANAGER
PLANNING AND DEVELOPMENT
REPORT DATE: 17 JULY 2018
REFER: 18 JULY 2017 ITEM 11.3.1

OFFICER INTEREST DECLARATION

Nil

PURPOSE

To consider an Application for Development Approval for a Recreation – Private (Horse Riding School) to continue operating on Lot 58 (No. 25) Ashby Road, Lennard Brook.

BACKGROUND

Council, at its meeting on 18 July 2017, resolved to grant development approval for a Recreation – Private (horse riding school) to operate from the property subject to conditions, one of which restricted the approval to a period of 12 months. This application seeks to renew the development approval for the recreation – private (horse riding school) without a time limit being imposed.

The subject property is 4.01 hectares in area and is located in what is formally known as the 'Lennards Brook Subdivision'. The site currently accommodates a single house, horse arena, 20ft sea container, outbuilding, chicken enclosure, irrigated paddocks and a 'Rural Pursuit (keeping of horses).

The riding school is currently operated from the main horse arena which is set back 23m from the side (western) lot boundary. Over the last 12 months the landowner has undertaken, on average, approximately five riding lessons per week. This application seeks approval to increase the number of operating days by one, being a Thursday from 10:00am to 2:00pm and also seeks to amend the operating hours on Saturday from 12:00pm to 3:00pm to 9:00am to 12:00pm. The number of clients proposed to attend the site each week remains at 12, as per the previous approval.

The conditions imposed on the previous recreation – private (horse riding school) approval are as follows:

- a. *The land use and development shall be undertaken in accordance with the approved plans and specifications (including any amendments marked in RED) unless conditioned otherwise by this approval;*
- b. *This Approval is valid for 12 months only from the date of the approval;*
- c. *Prior to re-commencement of the Recreation – Private (Horse Riding School) a uni-sex accessible toilet is required to be installed to the satisfaction of the Shire of Gingin;*
- d. *A separate application for a sign licence is required to be submitted and approved by the Shire of Gingin prior to the erection of any signage;*
- e. *Parking is to be made available within the designated float parking area for up to four clients at any one time, to the satisfaction of the Shire of Gingin;*
- f. *Operating hours are Monday to Tuesday 3.30pm – 5.30pm, Wednesday to Thursday closed, Friday 9.00am to 12.00pm, Saturday 12.00pm to 3.00pm and Sunday Closed;*
- g. *The number of clients on site at any one time is not to exceed the following:*

*Monday: 2 clients
Tuesday: 2 clients
Friday: 4 clients
Saturday 4 clients*

No more than a total of 12 clients are to visit the property per week;

- h. *The Recreation – Private (Horse Riding School) is to be undertaken within the main horse arena only;*
- i. *Within 30 days from the date of this approval the Riding School Business Plan submitted with the proposal dated 10 April 2017 is to be amended and submitted for approval to the satisfaction of the Shire of Gingin to address the following:*
 - i. *the change in business hours;*
 - ii. *the maximum number of clients allowed per day the riding school is open;*
 - iii. *the riding school being limited to the main horse arena;*
 - iv. *the provision of toilet/service amenities; and*
 - v. *Bushfire and Emergency Evacuation Management;*
- j. *The Recreation – Private (Horse Riding School) shall comply with at all times with the approved Riding School Business Plan to the satisfaction of the Shire of Gingin;*
- k. *The operator of the horse riding school is required to keep an up to date client/student booking register;*

- l. At any time the Shire reserves the right to inspect or request any of the management plans that are conditioned as part of this planning approval; and*
- m. No camping/overnight stays are permitted. No accommodation shall be provided to clients or horses (i.e. no overnight stays).*
- n. The use of sprinklers for dust suppression measures in the riding school main arena is required; and*
- o. All commitments outlined within the approved Riding School Business Plan are to be undertaken within 45 days from the date of this approval to the satisfaction of the Shire of Gingin.*

A location plan and aerial image is provided as **Appendix 1**.

The Applicant's Business Plan is provided as **Appendix 2**.

The Applicant's Landscaping Plan is provided as **Appendix 3**.

COMMENT

Community Consultation

The application was advertised to surrounding landowners and published on the Shire's website and a development sign was placed on the verge of the property for a period of 21 days in accordance with clause 64 of the *Planning and Development (Local Planning Scheme) Regulations 2015*.

The Shire received a total of 30 submissions. Of the seven nearby landowners advised by letter, three objected to the proposed use continuing to operate and one provided a general comment. No response was received from the remaining three.

The remaining 26 submissions were received from members of the wider community, five being from ratepayers and 21 from non-ratepayers who supported the proposal.

The Schedule of Submissions and Recommended Responses has been included as **Appendix 4**.

PLANNING ASSESSMENT

Local Planning Scheme No. 9 (LPS 9)

The subject lot is zoned Rural Living under LPS 9. The objectives of the Rural Living zone are to:

- a) Protect the rural environment and landscape;*
- b) Accommodate single dwellings at very low densities on individual allotments beyond the urban areas;*

- c) *Restrict and limit the removal of natural vegetation and encourage revegetation where appropriate;*
- d) *Prevent threats to the amenity of the zone and impacts on wildlife and native vegetation caused by the grazing of livestock;*
- e) *Avoid increased fire risk to life and property through inappropriately located and designed land use, subdivision and development; and*
- f) *Provide for a suitable level of physical and community infrastructure.*

The horse riding school falls under the land use 'Recreation – Private', which is defined as:

'Premises used for indoor or outdoor leisure, recreation or sport which are not usually open to the public without charge'.

'Recreation – Private' is an 'A use in the Rural Living zone. This means the use is not permitted unless the local government has exercised its discretion by granting development approval after giving special notice in accordance with clause 64 of the deemed provisions.

The horse riding school is proposed to continue operating from the existing horse arena which is set back 23m from the side (western) lot boundary. Clients will park vehicles and floats in a dedicated parking area set back 33m from the western and eastern lot boundaries as depicted on the attached plans. The proposal complies with the setback provisions of LPS 9 for rural living zone land.

Recreation Private (Horse Riding School)

The proposed horse riding school offers clients the ability to bring their horses to the subject property for lessons and return home afterward, or alternatively undertake private lessons on supplied horses. Business activities include private and scheduled group lessons which are undertaken within the main horse arena. The majority of the lessons that occur are private lessons for a single client, however group lessons for up to four clients can be scheduled. The proposed hours of operation are as follows:

Monday: 3:30pm – 5:30pm
Tuesday: 3:30pm – 5:30pm
Thursday: 10:00am – 2:00pm
Friday: 9:00am – 12:00pm
Saturday: 9:00am – 12:00pm

Client numbers are capped at 12 per week. The total number of clients that may be onsite at any one time are as follows:

Monday: 2 clients
Tuesday: 2 clients
Thursday: 4 clients
Friday: 4 clients
Saturday: 4 clients

Car Parking

'Table 3 – Parking Requirements' of LPS 9 outlines the parking ratio for a range of land uses, however no parking standard is prescribed for Recreation – Private. Clause 4.7.2.5 of LPS 9 states:

'where the use of land referred to in the Zoning Table (Table 1) for which no provision is made in respect of car parking spaces in Table 3, the car parking spaces required for that use of land shall be determined by local government'.

The proposal provides two areas dedicated to the parking of vehicles and horse floats as indicated within the business proposal. The western parking area is 22 metres in length and 13 metres in width and the eastern parking area is 24 metres in length and 13 metres in width, with both being set back 33 metres from the side boundaries. The parking area is considered to provide sufficient room to accommodate the parking needs of the proposed business.

It should be noted that the designated area as part of this proposal differs from that previously approved. The Shire's officer liaised with the applicant with respect to a more appropriate parking location and the amended area is deemed to be more appropriate as a larger setback to the lot boundary is provided as a result.

Compliance with Conditions

The previous approval imposed a number of conditions on the operation of the horse riding business. Over the last 12 months the Shire has monitored the activities onsite as resources have allowed. The Shire is satisfied that the conditions of approval have generally been met by the landowners. It is considered prudent to note that continual monitoring of conditions such as the number of clients permitted per week, operating hours and dust suppression is difficult and the landowner is largely responsible for adherence to conditions imposed on the approval.

Throughout the 12 month period the Shire has received 17 written complaints alleging issues such as excessive dust, noise, non-compliance with operating hours and days, excessive watering, clients not parking in designated areas and excessive traffic.

The landowner was initially operating a manual sprinkler system (i.e. manually placed a sprinkler within the horse arena prior to commencement of riding lessons) for dust suppression measures in order to satisfy the relevant condition of the original development approval. The Shire advised the landowner of ongoing complaints with respect to dust originating from the arena during horse riding lessons, and suggested the existing system be reviewed. The landowner engaged an irrigation consultant to review the situation and subsequently installed an automated irrigation system consisting of eight sprinklers to service the entire arena in March 2018.

The Shire has been unable to substantiate several complaints such as non-compliance with operating hours and operating days, as evidence would need to be gathered which indicates a transaction has occurred and that the 'visitors' onsite outside the operating times are in fact clients.

The landowner is able to enjoy their property for recreational purposes such as riding their own horses, perhaps with friends, which is not restricted by the development approval issued by the Shire.

Landscaping buffer

As part of the 'Rural Pursuit' previously issued by Council, the landowners were required to plant a vegetative buffer along the eastern and western boundaries for approximately 170 metres. The landowner subsequently planted up to 1,100 seedlings of mixed species in September 2017. In addition to this, the landowner installed further landscaping along the eastern portion of the horse arena in March 2018.

Once established the vegetation will act as a buffer for dust mitigation and alleviate the noise and amenity concerns of adjoining landowners. It should be noted that seedlings were planted and therefore it may take considerable time until the plants have matured. At the present time, the existing landscaping buffer on the subject site offers no actual benefit as a visual or physical barrier for dust or noise mitigation.

Planning and Development (Local Planning Scheme) Regulations 2015 (Deemed Provisions)

In accordance with Schedule 2, Part 9, Clause 67 of the deemed provisions, the local government is to have due regard to a range of matters to the extent that, in the opinion of the local government, those matters are relevant to the development the subject of the application. In this instance, the following matters are considered to be relevant:

- (m) The compatibility of the development with its setting including the relationship of the development to development on adjoining land or on other land in the locality including, but not limited to, the likely effect of the height, bulk, scale, orientation and appearance of the development;*

Comment

The operation of the proposed horse riding school is conducted within the horse area which is set back 23 metres from the side (western) boundary and approximately 63 metres from the side (eastern) boundary. The horse arena is positioned to the rear of the existing dwelling located on the subject lot and is located between the dwellings situated on the adjoining land.

The dwelling located on the adjoining land to the west is setback approximately 72 metres from the horse arena and the dwelling on the adjoining property to the east is setback approximately 117 metres from the arena.

The positioning of the horse arena results in the neighbours to the west being directly affected by dust and noise in the circumstances of an easterly wind, which is frequent in the area through the spring and summer months. The neighbouring dwelling to the east is directly affected by the south-westerly sea breeze which is also prevalent throughout the spring and summer months. This coincides with the time of year when the paddocks, although irrigated, are susceptible to having reduced grass coverage and being dry which can potentially exacerbate the creation of dust from horse activities.

It is considered that the proposal is incompatible with the requirements of subclause (m) with respect to the relationship of the proposed horse riding school being operated from the horse arena in the context of the existing development (dwelling) on adjoining land due to the likely effect of dust and noise.

(n) The amenity of the locality including the following:

(ii) The character of the locality;

Comment

The amenity of the locality and the intended use of the rural living zoned land, being to accommodate single dwellings at very low densities as provided in LPS 9, is likely to be adversely affected as a result of the proposed horse riding school by way of dust and noise generated by prolonged horse activity. The character of rural living zoned land, being low density, is not deemed to accord with the intensive nature of the recreation – private when assessed in context with the existing approval for a rural pursuit currently operating onsite.

(w) The history of the site where the development is to be located;

Comment

As mentioned above, the history of the site includes a rural pursuit (keeping of horses) being approved for up to 72.5 dry sheep equivalent (7 large horses 450kg+). The definition of a rural pursuit is as follows:

‘Means any premises used for –

- a) The rearing or agistment of animals;*
- b) The stabling, agistment or training of horses;*
- c) The growing of trees, plants, shrubs or flowers for replanting in domestic, commercial or industrial gardens; or*
- d) The sale of produce grown solely on the lot, but does not include agriculture – extensive or agriculture intensive’.*

The site has previously received approval for stabling, agistment and training of horses in July 2017 without a time restriction. This particular approval is considered to already create similar issues to that of the proposed recreation – private use. In this regard, the overall impact by way of traffic, noise and dust is considered for the entirety of the activities occurring onsite, including private horse riding being undertaken by the landowners. It is deemed that the approval history is pertinent as it demonstrates over use of the site which reinforces the Officer’s position in regards to the compatibility of the development in the context of its surrounds.

(y) Any submissions received on the application;

Comment

The Shire received a number of submissions as outlined in the 'Community Consultation' section of the report. Of the seven nearby landowners that received an advertising letter, three objected to the continuation of the horse riding school and one provided general comment which outlined concerns, while the remaining owners did not offer a response. This demonstrates that properties located within the immediate vicinity of the subject property are not supportive of such a use within the Rural Living zone.

Notwithstanding the above, five identified ratepayers from the wider community offered support for the proposal and a further 21 non-ratepayers offered support for the proposal. It is clear that the services provided by the horse riding school are well received by clients and the business does bring socio-economic and community benefits to the Shire.

It is noted that those in support of the proposal are not directly affected by any adverse impacts as a result of the business operation. In this regard, the socio-economic benefits to the community are not deemed to outweigh the adverse impacts that occur to neighbouring landowners, and particular consideration has been given to those being directly impacted by the business operations.

Planning in Bushfire Prone Areas

'State Planning Policy 3.7 – Planning in Bushfire Prone Areas' (SPP 3.7) provides a foundation for land use planning to address bushfire risk management. Part of the subject lot is identified as being in a Bushfire Prone Area. The Bushfire Attack Level (BAL) Assessment that was undertaken for the dwelling in the vicinity of the riding school had a BAL Rating of Low.

The main horse arena (area of the horse riding school) is 100m from bushfire prone vegetation and therefore a BASIC BAL Assessment was previously applied. The landowner has included a Bushfire and Emergency Evacuation Management Plan as part of the business proposal which is deemed to be sufficient.

Further Comments

It should be noted that the horse riding school has not operated at capacity over the last 12 months with an average of five clients per week. This figure is proposed to increase up to 12 clients which will exacerbate the existing amenity issue currently present onsite as described above. The amended operating days, being open for lessons on a Tuesday, further reduces neighbouring properties' access to any relief from horse riding activities.

Summary

In view of the above assessment, the Officer is of the view that the proposed Recreation – Private (Horse Riding School) contravenes the objectives of the Rural Living zone. The proposed use, when assessed in the context of an existing rural pursuit being approved and private use of the site for horse riding purposes, constitutes over-development of the site for commercial gain beyond the intent of the zone.

The operation of the riding school is deemed to significantly alter the amenity of the Rural Living zone and will have an adverse effect on the surrounding landowners by way of dust, noise and traffic not generally associated with the character of Rural Living zoned land.

As such, the Officer recommends that Development Approval for a Recreation - Private (horse riding school) be refused.

STATUTORY ENVIRONMENT

Planning and Development (Local Planning Scheme) Regulations 2015
Schedule 2 – Deemed provisions for local planning schemes
Part 9 – Procedure for dealing with applications for development approval
Clause 67 – Matters to be considered by local government

Local Planning Scheme No. 9

Part 3 Zones and the use of the land
3.2 Objectives of the zones
3.2.2 Town Centre zone

3.3 Zoning Table

Part 4 General Development Requirements
4.7.2.5 Parking

4.8 Zone Specific Development Standards
4.8.5 Rural Living zone

State Planning Policy 3.7 Planning in Bushfire Prone Areas

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2017-2027

<i>Focus Area</i>	<i>Infrastructure and Development</i>
<i>Objective</i>	<i>3. To effectively manage growth and provide for community through the delivery of community infrastructure in a financially responsible manner.</i>
<i>Outcome</i>	<i>3.1 Development new and existing developments meet the Shire's Strategic Objectives and Outcomes.</i>
<i>Priority</i>	N/A

VOTING REQUIREMENTS – SIMPLE MAJORITY

RECOMMENDATION

It is recommended that Council refuse Development Approval for the proposed Recreation – Private (Horse Riding School) on Lot 58 (No. 25) Ashby Road, Lennard Brook for the following reasons:

1. The Recreation – Private (Horse Riding School) contravenes Clause 67(m) of the *Planning and Development (Local Planning Scheme) Regulations 2015* as the riding school is not compatible in the context of development on adjoining land.
2. The Recreation – Private (Horse Riding School) contravenes Clause 67(n) of the *Planning and Development (Local Planning Scheme) Regulations 2015* as the operation of the riding school will have an adverse effect on the amenity of the surrounding landowners in the immediate vicinity and the character of the Rural Living zone is compromised.

RESOLUTION

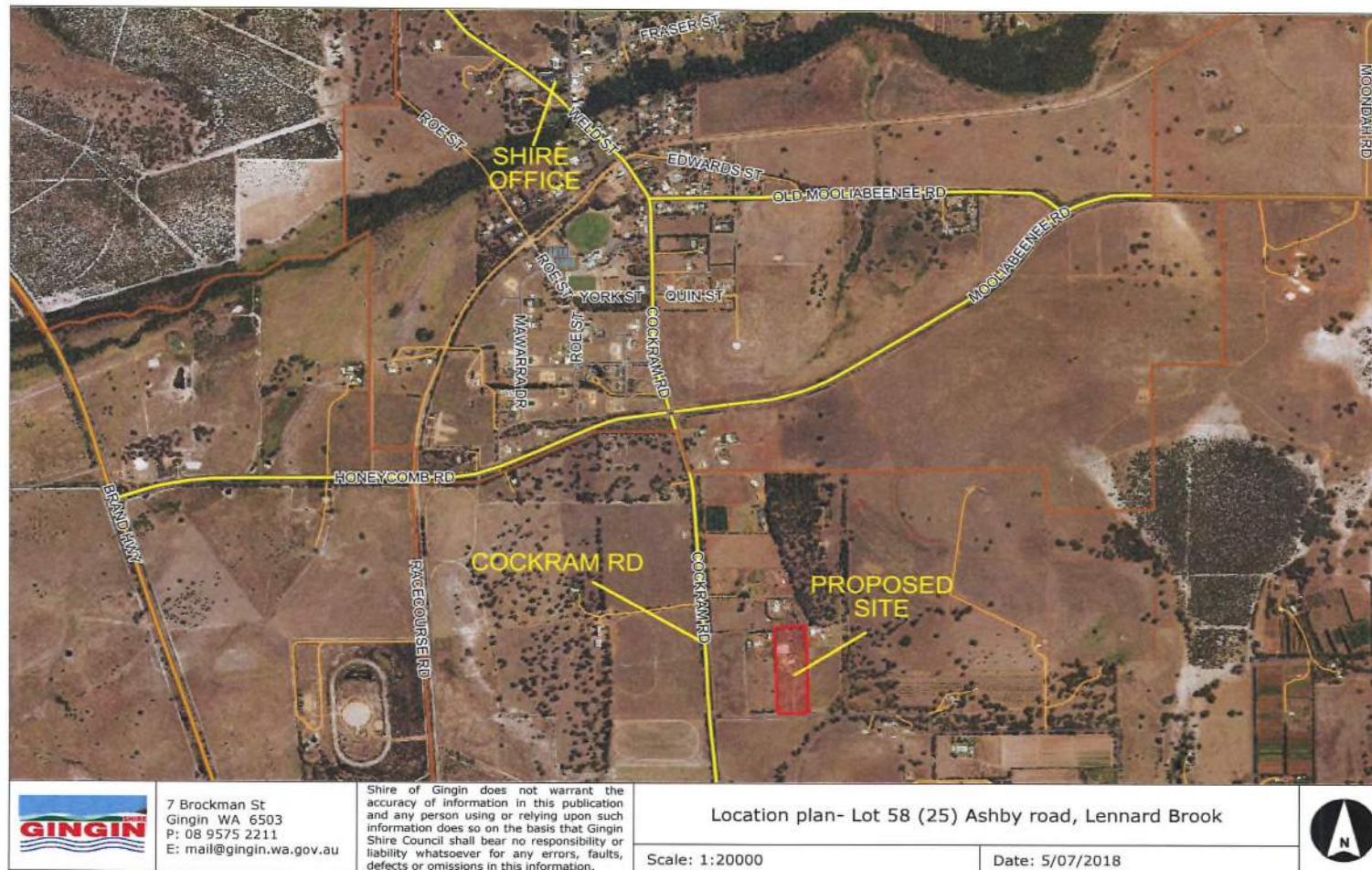
Moved Councillor Morton, seconded Councillor Johnson that Council refuse Development Approval for the proposed Recreation – Private (Horse Riding School) on Lot 58 (No. 25) Ashby Road, Lennard Brook for the following reasons:

1. **The Recreation – Private (Horse Riding School) contravenes Clause 67(m) of the *Planning and Development (Local Planning Scheme) Regulations 2015* as the riding school is not compatible in the context of development on adjoining land.**
2. **The Recreation – Private (Horse Riding School) contravenes Clause 67(n) of the *Planning and Development (Local Planning Scheme) Regulations 2015* as the operation of the riding school will have an adverse effect on the amenity of the surrounding landowners in the immediate vicinity and the character of the Rural Living zone is compromised.**

**CARRIED
5-3**

For: Councillors Rule, Elgin, Morton, Johnson, Collard
Against: Councillors Peczka, Court, Lobb

APPENDIX 1





APPENDIX 2

BUSINESS PLAN



Riding School

Lot 58 Ashby Rd, Lennard Brook

2018

Prepared by:
Jessica Bosch

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6. Evacuation Management

6.1 Bushfire and Emergency Evacuation

1. Introduction

1.1 Owner Background

This business owner, Jessica Bosch, started her business back in 2010 after graduating her Diploma of Equine Bowen Therapy through Smart Bowen – Victoria. At this time she was treating horses who had sustained injury or horses who had become sore or lame through how they were worked or ridden. She began to explore the possibility of becoming more involved with the prevention of these injuries rather than the treatment.

Jessica had always ridden and been around horses from a young age. She had her own pony from primary school and attended pony club for many years completing relevant pony club certificates. She always found herself wanting to get the most out of the horse in terms of behaviours, and maximising their potential.

She attended Bindoon Agricultural School, boarding from year 10 and took a new young horse with her. Again she grew more interested in training of the horses both physically and mentally to bring out the best in them. Studying Equine Industries brought out the want to learn more.

After treating horses with Equine Bowen Therapy for a year she decided to tap into wanting to work with the horses and find results, being part of a solution to training without the occurrence of injuries and soreness that she had been seeing. Understanding the body mechanics was a part of the process. This was the opening of a huge door and finding yet more passion to learn.

From here Jessica attended clinics and learnt about different training methods. She worked her way through exams and eventually had the opportunity to study in California. Upon coming home she started helping people with their horses and getting through issues in a way that supported the physiology of the horses. The results were amazing, but there was still a piece missing.

The missing link was learning to teach the owners and riders as previously the focus had been on training the horse. Jessica decided to study Cert 2 in Horse Riding Coaching and completing this she was able to expand her own business and take on coaching positions at other riding schools and further developing her own business.

1.2 Business Description

Jessica Bosch is the owner and coach of a small equestrian business that provides a fully qualified, insured service for horse riding, coaching and training. Jessica will travel to properties to teach or offer lessons at her property, Lot 58 Ashby Rd, Lennard Brook on her own horses or those of clients.

1.3 Business History

Jessica is passionate about teaching horses and people. Her methods encourage integration of horse physiology, to understand and look more in depth at behaviours and horse training. Teaching people has made her more aware of how to keep methods simple and understandable for children and adults to absorb. A large part of her business is giving women getting back into riding confidence to, "get back on the horse."

Jessica's calm supportive attitude attracts mostly non-competitive riders and those who lack confidence, these clients already have their own horses at home or at agistment properties throughout the North of River region and Jessica travels to them.

1.4 Owners qualifications

Jessica is passionate about learning, and improving what she teaches. Continuing to study and participate in clinics to widen her own knowledge and skill set, with new skills to pass on to her students or to utilise in her own training methods.

Past Study includes:

- Cert 2 Equine Industries
- Cert 2 Agriculture
- Cert 2 Agriculture specializing in horse breeding
- Diploma of Equine Bowen Therapy
- Advanced Monty Roberts Horsemanship – studied in California USA
- Cert 3 Sport Coaching – Equestrian
- Beginning coaching general principals – Australian Sports Commission
- Equine Behaviour

Attending numerous classes/clinics of various subjects such as:

- ♣ Horse full body dissection
- ♣ John Lyon – USA trainer
- ♣ Sandy Simons – VIC trainer
- ♣ David Simons – VIC trainer
- ♣ Horse hoof dissection
- ♣ Barefoot trimming
- ♣ Erwin Van Vliet – WA trainer
- ♣ Dan James – Liberty training

1.5 Business Focus

The vision for this business is to continue to provide a supportive service for people within the local Gingin community and the wider community area who have an interest in horse handling or riding.

Providing lessons for ground horsemanship skills or riding for those who own their own horse. In addition to this, offering lessons for horsemanship or ridden for people that do not yet have their own horses. These students would have the option to come and ride at the property Lot 58 Ashby Rd, Lennard Brook, using supplied horses. This would assist in building their confidence and skills, on well-schooled horses.

Ladies getting back into riding after a fall, having children etc., sometimes lack direction as showing or adult riding club is not yet within reach. Building confidence and inviting these clients to bring their horses for a social group lesson or clinic will help them to get their horses out in a relaxed environment and meet other people that are going through the same hurdles with confidence as them. This gives them a simple goal and some focus for our lessons.

2. The Business

2.1 Location

Lot 58 (No 25) Ashby Rd, Lennard Brook is the address to hold lessons for students that wish to do their lessons on a supplied school horse or bringing their own horse to have the lesson on.



Lot 58

2.2 Services

- Travelling to clients properties to conduct lessons
- Offering clients to bring their horses onto our property for lessons and returning home afterwards
- Private lessons on supplied school horses
- Social Rides/clinics (2-3 hours)
- Horsemanship
- Float loading

2.3 Hours of operation

- Monday: 3:30pm – 5:30pm
- Tuesday: 3:30pm – 5:30pm
- Wednesday: Closed
- Thursday: 10:00am – 2:00pm
- Friday: 9:00am – 12:00pm
- Saturday: 9:00am – 12:00pm
- Sunday: Closed

The amount of available operating hours are to assist with client needs for flexibility however, the client numbers attending the property per week have remained the same therefore, there would be no additional activity with the existing total of 12 clients per week, numbers as outlined below.

2.4 Client numbers

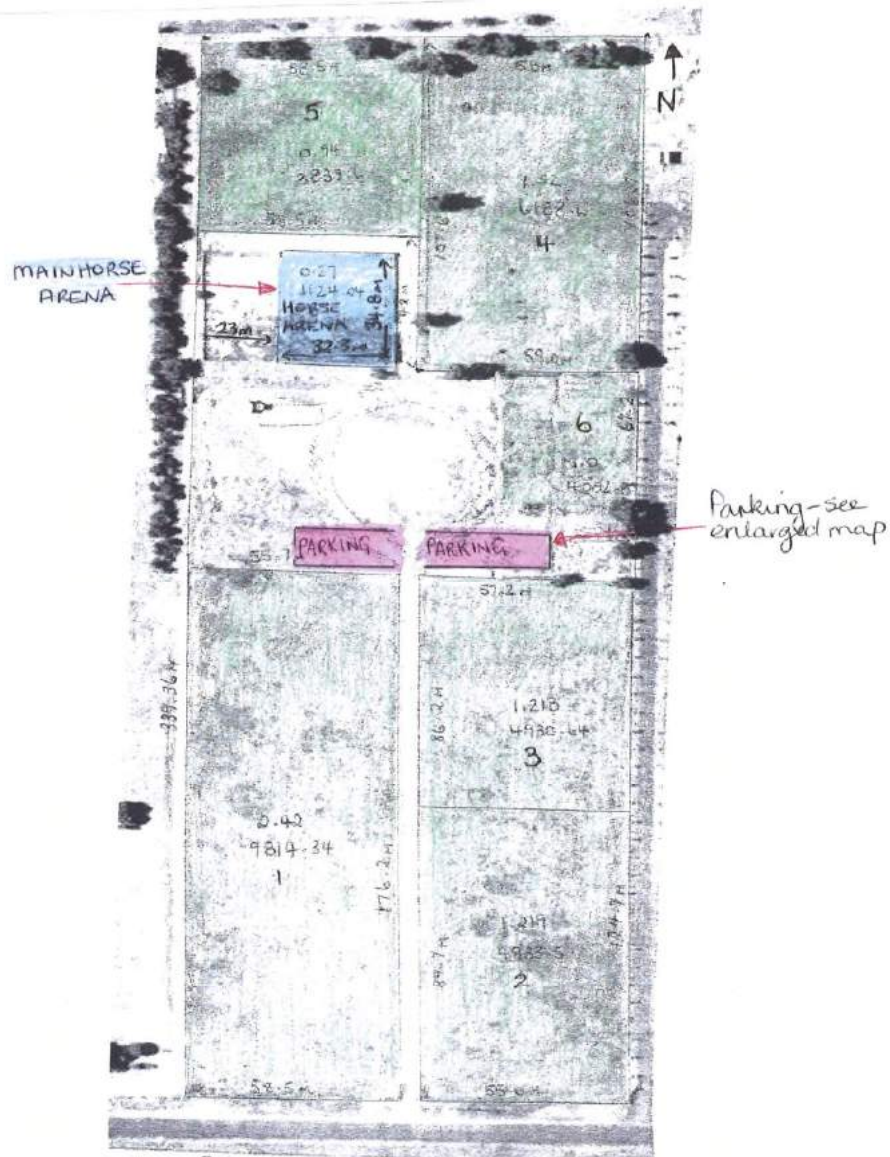
Client numbers are not to exceed 12 per week. A booking diary will be kept to ensure these numbers are not exceeded.

The number of clients on site at any one time is not to exceed the following:

- Monday: 2 clients
- Tuesday: 2 clients
- Thursday: 4 clients
- Friday: 4 clients
- Saturday: 4 clients

2.5 Business Area

Business activities, including private and scheduled group lessons will be conducted in the designated horse exercise area as shown on the map, marked as the main horse arena. The horse exercise area is in line with the Gingin Shire expectations for business infrastructure. The horse exercise area begins 20m inside the property boundary on the western side.



Site plan: Recreation - Private (HORSE RIDING SCHOOL)
LOT 58 (25) ASHBY RD, LENNARD BROOK.

Site Plan

2.6 Finances

As the property, Lot 58 Ashby Rd, Lennard Brook already has all of the necessary facilities, there will be no start-up costs involved. In Summary, Jessica already has the qualifications and insurance to run the business.

Costs that will be involved is feed and care for the horses that will be used for lessons. This includes having their feet and teeth seen to and ensuring all horses have their own gear for lessons.

2.7 Market

The market for this business has already been established. Jessica's teaching style attracts a majority of women who are uncompetitive and commonly, unconfident. These riders feel safer in lessons that are one on one, rather than in groups. Jessica prefers to carry out lessons this way.

Many businesses that offer the same services are more attractive to younger riders who may want to be competitive in their chosen discipline. Jessica does not offer any jumping lessons whatsoever, so this is an open market for other instructors in the area.

Jessica's Diploma of Equine Bowen Therapy gives her some competitive edge with a broader knowledge base. When a horse is behaving undesirably, Jessica can discuss with the owner whether or not the behaviour is being triggered by pain. This is an important tool in discovering a solution.

3. Management Practices

3.1 Management

The owners of the property, Jessica Bosch & John Panizza are the sole managers of the property and ensuring the Horse Management Plan is followed, both owners hold Certificate 2 in Agriculture. The coaching will all be done by Jessica. No other instructors will be hired as they wish for this to remain a small, personal business.

3.2 Traffic

The property drive way is located in the centre of the property. The drive way is watered in the summer months by the irrigation sprinklers.



Driveway looking South

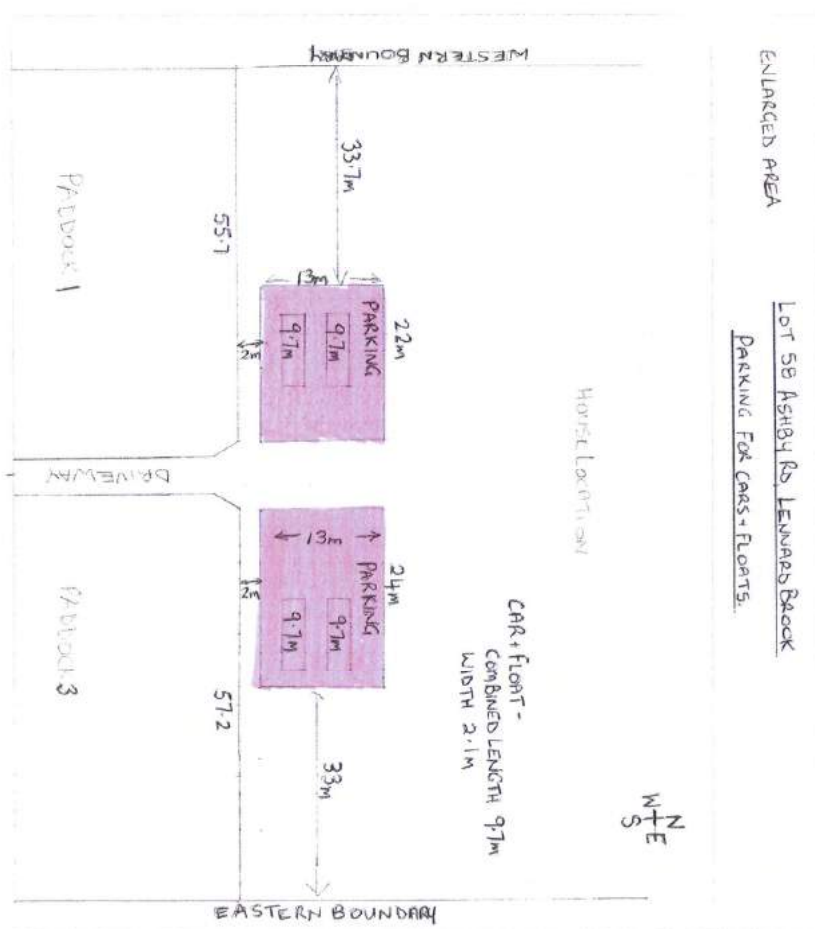
As previously mentioned, 90% of lessons conducted at Lot 58 Ashby Rd, Lennard Brook will be private lessons. This means only one student will arrive for their lesson at a time. There may be some overlap of students who arrive early, before the previous rider has left. We expect that there would be only two client cars on property at a time. Client cars will be parked in the allocated area.

The exception to this would be on arranged group lesson or clinic days. Group lessons will be scheduled during hours of operation, in line with the specified client numbers.

During running of clinics, car and float parking will be required. A drive-around the house is available to be utilised if it is more convenient and stress free for visitors.

There are two parking areas on the Southern side of the house for this purpose (1) 22m L x 13m W, (2) 24m L x 13m W, both areas are 33m from any adjoining neighbouring boundary.

Parking areas are marked on the site plan as well an enlarged to scale drawing of the areas, showing there is ample parking room with more than the required boundary setback allowance.



3.3 Dust risk

Dust generation and how it can be controlled by improving pastures, rotation of paddock etc., has been discussed in the separate Horse Management Plan. There is some added risk of dust generation relevant to this business plan. The exercising of horses and conducting of lessons increases likelihood of some dust becoming airborne, particularly in warm, summer months. Wetting down the surface of the horse exercise area can be very effective in reducing the amount of dust that becomes air borne.

Irrigation has been installed long the boundary of the main exercise area, to be utilised when necessary to control dust generation. This involved the installation of irrigation solenoid and 8 sprinklers surrounding the area which can be operated automatically or manually.



Irrigation system



Lot 58

There are neighbouring dwellings on three sides of the property, those dwellings are located from the main arena by distances of approximately:

West - 70m

East - 120m

North - 150m

The main horse exercise area is made up of metal railing panels and rubber conveyor belt. The conveyor belt is approx. 1 metre high; this will help to reduce some dust escaping from the area.

Planting

Planting of trees and shrubs surrounding the exercise are as follows:

Western side – planting carried out in September 2017, as per the Gingin Shire approved Landscaping Buffer Plan. The neighbouring property has an existing well established landscaping buffer along this boundary.

Eastern side – In addition to the landscaping buffer plan planting carried out in September 2017, we have planted extra areas on the Eastern side of the arena with mature sized trees and shrubs varying in approx sizes 1.5-4.0m in height.



Planting East of arena. Looking in a North/East direction



Planting East of arena. Looking in a South/West direction

Northern side – mature trees exist on the Northern property boundary. Planting of trees and shrubs have been carried out on the Northern side of the arena which vary in approximate sizes of 1-1.5m in height.

The planting of trees and shrubs as above around the perimeter of the exercise area, and the property itself will reduce dust being blown off of the property and assisting with providing a visual barrier for neighbouring properties.

Most activities that will be conducted in this area will be private lessons, one horse and rider, plus the coach. This will make dust production much less than in a group lesson situation, and therefore more manageable.

4. Horse Welfare

As discussed in the Horse Management Plan, the health and welfare of the horses is of utmost importance. In the Horse Management Plan factors such as feed, water, maintenance of hooves and teeth were explained. Horses being used for lessons have additional welfare factors that need to be considered.

4.1 Body Condition

All horses to be used in lessons must be in good condition. Horses that are underweight or overweight need to be managed correctly before being used in lessons. Horses that have fallen into these categories or that have needed injury rehabilitation may need to be assessed by a Vet before commencing lessons. It is just as important for horses to be able to maintain a healthy condition.

Feeding to each horse's individual requirements is also very important. Older horses or horses with a higher work load must be fed accordingly to maintain optimum weight.

4.2 Fitness

All horses must be physically fit enough to carry out lessons. All horses will be exercised regularly by Jessica to ensure they are up to standard not only in their fitness but also in training. Ensuring they will respond correctly to a learning rider.

It is extremely important that no horses are overworked for their fitness capabilities.

4.3 Gear

All horses will have their own gear, this includes halter, bridle, saddle and saddle blanket. This ensures each horse has gear that is fitted to them. Trying to use the same gear on multiple horses of different shapes and sizes can lead to physical issues. Preventing unnecessary soreness by fitting gear correctly to each horse is in the best interest of the horses, and also the business as horses need to be removed from lessons if they are found to be suffering discomfort.

4.4 Horse Rotation

Jessica believes it is important to rotate lesson horses. This teaches students to learn to be more adaptable with their riding and learn to ride different horses, but is at most benefit to the horses themselves.

Although the horses will not be used for lessons every day, they can become sour to beginner riders and repetitive rides. Is important to look after the lesson horses not only physically but psychologically. This leads to much happier, willing horses.

5. Health & Safety

5.1 Helmets & Boots

It is a requirement that all students wear a riding helmet to the current Australian standard. It is also a requirement that they wear correct foot wear that has a small heel and flat sole, this will be discussed with them before arrival. Not all students already have their own helmets when arriving for their first lesson. Different size helmets will be supplied to ensure those riders have a correctly fitting helmet for their lesson. Some sizes of riding boot will also be available to borrow.

5.2 First Aid

A first aid kit is located on the property at all times.

5.3 Insurance

Jessica has had equine liability insurance with AON since 2012. All students are required to sign waivers upon arrival for their first lesson, this waiver is in regards to following instructions and behaving in an appropriate matter while on the property.

5.3 Toilet/service amenities

A unisex accessible toilet to be available for client use. The toilet facility currently provided is a temporary toilet hired from Onsite Rental Group.

6. Evacuation Management

6.1 Bushfire and Emergency Evacuation

In the event of a bushfire or emergency situation at Lot 58 (No. 25) Ashby Road, Lennard Brook.

Check with the local council and/or other agencies on the severity or the likelihood the property would be effected by the bushfire or other emergency. Follow the recommendations and instructions provided by the agencies. Websites are usually updated with current available information however, do not rely on just one source.

If an event is likely to make an impact, consider relocating to a safer place early.

Prepare and act early, as this gives time to do things safely.

People

In the case of an emergency requiring evacuation all people are required to assemble at a location. This location is marked with an appropriate sign "Emergency Assembly Point". The assembly location is between the top of the driveway and the car parking area. A review of those people present to be carried out before exiting in a southerly direction down the driveway.

Livestock

You may have sufficient time to move livestock to another location but if livestock are present during:

Floods - Move livestock to higher ground.

Storms- Place under solid cover or sheltered areas if possible.

Fire – Move livestock to the sand exercise arena or a closely grazed paddock with steel fencing and water supply. Remove rugs from horses.

Information / Agencies

Shire of Gingin – Fire Control Officer 9575-5100

DFES – website or phone 13 3337

ABC local radio

6PR radio 882

Veterinarian – Valley Equine - Warwick Vale (

APPENDIX 3

Landscaping Plan



Corymbia ficifolia

Lot 58 Ashby Rd, Lennard Brook
21 August 2017

Jessica Bosch
PO Box 408
Gingin 6503

0428460904
equinefocus@iinet.net.au

Table of Contents

1. Introduction
2. Plant nursery
3. Species
4. Spacings
5. Fencing
6. Site preparation
7. Site map
8. Buffer area

1. Introduction

Following an application for development approval – Rural Pursuit (Keeping of Horses) on Lot 58 (No.25) Ashby Road, Lennard Brook

The Shire of Gingin, Notice of Determination On Application For Planning Approval dated 28 July 2017. Application has been approved, subject to conditions, requiring the planting of a landscaping buffer.

The purpose of the landscaping buffer at Lot 58 (No. 25) Ashby Road, Lennard Brook, is to reduce impacts on the properties adjoining the eastern and western boundaries. The buffer area is to improve the amenity of adjoining landowners of visual aspects and dust mitigation.

This plan outlines details for the landscaping plan.

2. Plant Nursery

Trees and shrub seedlings in a tubular size have been sourced from Chatfield Nurseries Tammin, whom have provided the advice on suitable species and planting spacings for the buffer area.

Based on the planting spacings as below, 1,100 (one thousand one hundred) seedlings are to be purchased from Chatfield Nurseries.

3. Tree and shrub species

The species listing as below is a condensed listing of that forwarded to the Shire of Gingin on Friday 4 August 17, for pre-approval prior to purchasing.

Eleven species providing different growing patterns have been selected which will be randomly planted for a better screening effect.

Tree and shrub species:

- a. *Acacia neurophylla*
- b. *Callistemon phoeniceus*
- c. *Calothamnus gilesii*
- d. *Corymbia ficifolia* – red flowering gum

- e. *E falcata*
- f. *E gomphocephala*-tuart
- g. *E torquata*-coral gum
- h. *Melaleuca atroviridis*
- i. *Melaleuca preissiana*
- j. *Melaleuca rhapsiphylla*
- k. *Xylomelum angustifolium* - woody pear

4. Spacings

Tree and shrub spacing are consistent with planting recommendations provided by Chatfield Nurseries.

Rows - 5 rows, 1m apart

Planting – 1.2m apart, in a staggered formation

The buffer planting area length in total covers 270m, width of 5m.

5. Fencing

Electric fencing installation of 2 strands to enclose each of the planting areas located within paddocks, # 4, 5 and 6. The requirement for fencing, location and or type will be reviewed if necessary.

6. Site preparation

Spraying along some areas of the rows may be required to reduce the existing ground cover to minimise the competition for the new plantings.

A hole digging machine will be used for the planting locations.

7. Site map

Marked on the attached site map in RED are areas A to E of the buffer area. Described in further detail below.

8. Buffer area

Plantings and buffer areas to be carried out in areas whilst maintaining the Shire of Gingin fire break requirements.

The buffer planting area length in total covers 270m, as detailed below.

The landscaping buffer has been divided into 5 areas; 2 on the eastern boundary and 3 on the western boundary. Marked as A to E.

Eastern Boundary

Minimal large screening vegetation is currently on either side of the eastern boundary, particularly at paddock #4. The eastern boundary buffer has been divided into 2 areas, as below:

A) Paddock # 4.

Paddock length is 106m. Buffer area to cover length of 85m, leaving sufficient clearway from existing established trees in the north and fencing at the north and south.

B) Paddock # 6.

Paddock length is 69m. Buffer area to cover length of 57m, leaving sufficient clearway from existing trees in the south and fencing at the north and south.

Western Boundary

Adjoining property on the western boundary has existing well established screening vegetation along the length of the required buffer area. Minimal existing plants within the required buffer area. The western boundary buffer has been divided into 3 areas, as below:

C) Paddock # 5.

Paddock length is 55m. Buffer area to cover length of 35m, leaving sufficient clearway from existing trees at the north and west and fencing at the north and south.

D) Sand yard

Length is 42m. Buffer area to cover length of 37m, leaving sufficient clearway from fencing at the north and access in the south.

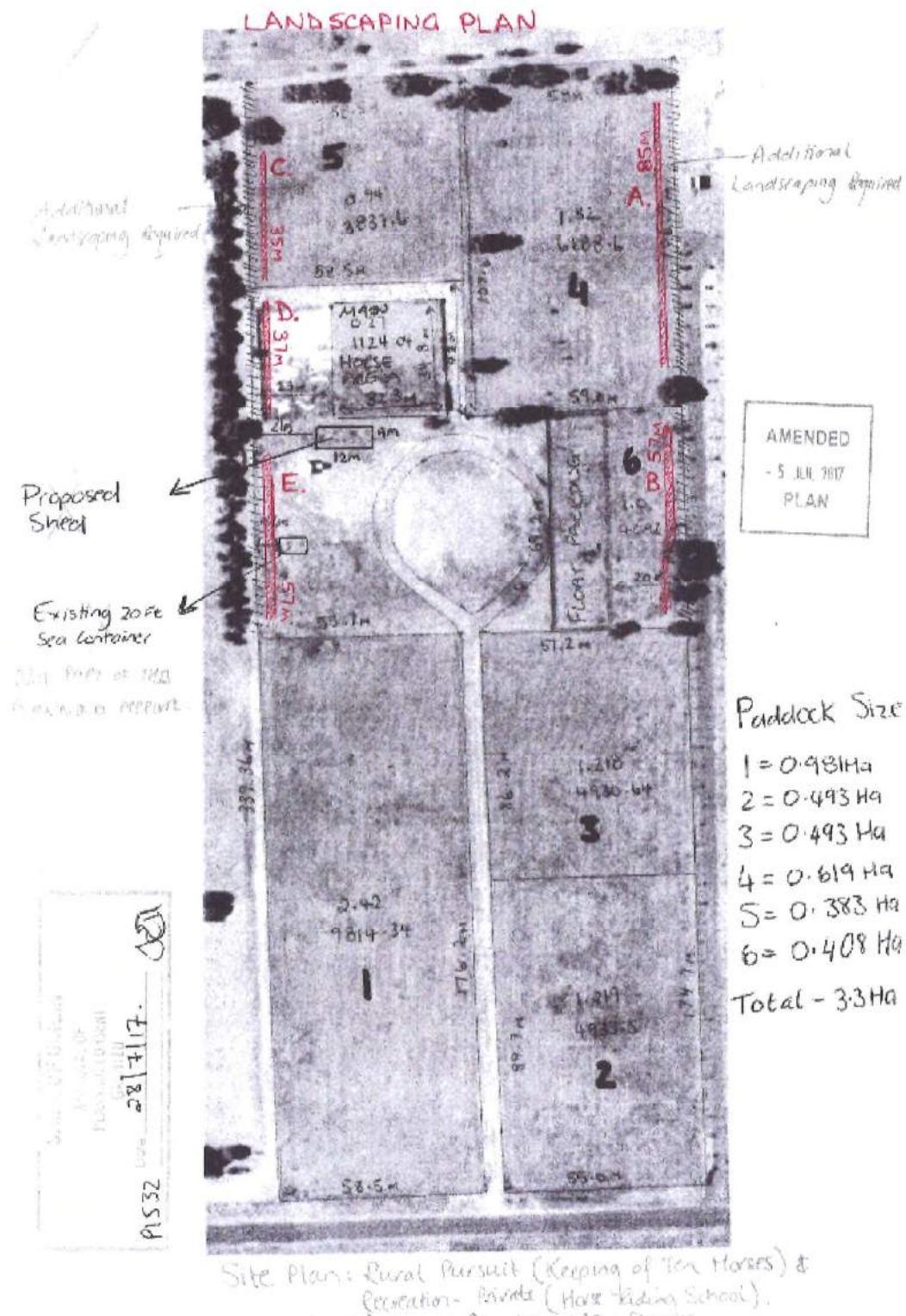
Following a review of this area on Sunday 23 July 27 with our adjoining landowner. It appears that this area is the most difficult section to prepare for planting. Due to works carried out by the previous owner, a contractor with heavy equipment is needed to provide a suitable growing area to be established for the buffer planting.

This proposes difficulties: a) the current seasonal conditions it would be extremely difficult to undertake this task and b) the financial restraints in having this done.

It may be necessary to have this section approval period extended, however, due to the current vegetation along the western boundary any extension should not be detrimental to the adjoining neighbour. We endeavour to have this section completed on time however, should this area not be carried out under the current approvals, the Shire will be contacted in this regard.

E) Outbuilding yard

Length is 69m. Buffer area to cover length of 55m. Incorporating the existing plantings within the buffer area, leaving sufficient clearway, access in the north and from fencing at the south end. Narrowing of rows may be required at the southern end of this portion.



APPENDIX 4

SCHEDULE OF SUBMISSIONS AND RECOMMENDED RESPONSES

APPLICATION FOR DEVELOPMENT APPROVAL PROPOSED RECREATION PRIVATE – HORSE RIDING SCHOOL ON LOT 58 (NO.25) ASHBY ROAD, LENNARD BROOK

No.	Submitter	Submission Detail	Recommended Response
1.	Ratepayer	<p>The Ratepayer does not support the proposal and offers the following comments:</p> <p><i>"We are the owners of a property on Ashby Road Lennard Brook, we have lived in the Shire of Gingin all our lives and have owned/operated a local business for approx. 25 years, providing a service to the community.</i></p> <p><i>We wish to advise we do not make it a habit to complain, but we are directly affected by this and therefore we do not support the Development Application: Recreation Private (Horse Riding School) 58 Ashby Road Lennard Brook.</i></p> <p><i>The following points are raised to underscore our opposition to this application:</i></p> <p><u>DUST</u></p> <p><i>Dust is a MAJOR issue and we feel will always continue to be, with the strong winds we have. Despite it being a condition in the temporary 12 month approval by the Shire, that sprinklers had to be used in the Main Area for dust suppression, the owners were non-compliant with this & no sprinklers were used/installed until March 2018. Dust is also a problem in the paddocks over the summer months where there is heavy horse traffic & no ground coverage. (Note: Footage for viewing submitted to the Shire on 6/2/18.)</i></p>	<p>1. Noted. Administration acknowledges dust generated from horses riding activities is a concern. Please refer to the report for further information on mitigation measures to reduce dust (i.e. sprinkler system).</p>

	<p><u>RIDING SCHOOL</u></p> <p><i>Due to the owners operating the unapproved Horse Riding School Business for a number of months PRIOR to the unfortunate 12 month approval given by the Shire, the pleasure of our property has been marred greatly for the last few years!! The Horse Training Business that also operates from the property already brings extra dust/traffic & people to the property. (With cars & horse floats coming & going on Saturdays & Sundays as well) The Riding School will only exacerbate these issues. It is proven that the operations of these businesses cannot be policed by the Shire, therefore should not be given approval.</i></p> <p><u>CAR PARKING</u></p> <p><i>We have noted that the car/float parking differs from the original site plan, where it was on a grassed area & now is moved to a sandy location.</i></p> <p><u>MANURE MANAGEMENT</u></p> <p><i>As stated in the Horse Management Plan (3.1) the owners preferred method of Manure Management is to harrow/rake paddocks, this is not carried out on a regular basis & is not a sufficient method, particularly for the amount of 10 Horses.</i></p> <p><u>FIRE BREAK</u></p> <p><i>The owners were non-compliant with this & fire breaks were not completed until March 2018.</i></p> <p><u>WATER USAGE</u></p> <p><i>There is a concern regarding the water usage on the property and the noise of the sprinklers operating at all hours of the night, despite the</i></p>	<p>2. Noted. Administration has considered the proposal in the context of the previous approvals issued for the property.</p> <p>3. Noted.</p> <p>4. Noted.</p> <p>5. Dismissed. Not a planning issue.</p> <p>6. Dismissed. Not a planning issue.</p>
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		<p>owners stating they don't water excessively. Despite the intense sprinkler usage we would question that over the summer months could the 70% ground coverage be sustainable.</p> <p>The pleasure of our property has been marred greatly and we see no justifiable reason under legal or morale grounds for approval to be granted.</p> <p>We trust the shire will do the right thing & consider the fact that the applicant has been seen to be non-compliant in certain commitments & that there are major effects this Horse Riding School has on neighbouring properties."</p>	
2.	Ratepayer	<p>The Ratepayer does not support the proposal and offers the following comments:</p> <p>"Comments on Proposed Development Lot 58, 25 Ashby Road Gingin 6503.</p> <p>1. The Stakeholders have had twelve months to demonstrate to the surrounding Landowners that they could manage their development within the guide lines set out by Council, yet many complaints have been received that the tranquillity and the amenity of the area have been severely damaged, by dust, noise and the lack of good controlled management.</p> <p>2. In view of this demonstration it would be impossible for Council to police the overall management of the project in relation to horse numbers, paying customers or the number of friends or relations using the facilities.</p> <p>3. The access into the property requires improvement so that at least two vehicles with horse floats can leave the road and enter the property before opening the gate to gain access.</p>	<p>7. Noted. Administration is of the view the applicant has met the conditions imposed on the temporary approval. This notwithstanding, it is acknowledged that adverse impacts may have resulted from the business operations on the subject property.</p> <p>8. Noted.</p> <p>9. Noted.</p>

		<p>4. <i>This Development creates a business which attracts increased usage and traffic beyond the original intention of the Rural Living Subdivision.</i></p> <p>5. <i>When considering the proposal, Council should be aware that it will be necessary to employ and Officer to ensure the conditions are adhered too, as we are sure many complaints will be received."</i></p>	10. Noted. Please refer to the officers' report.
3.	Ratepayer	<p>The Ratepayer does not support the proposal and offers the following comments:</p> <p><i>"As the residents and owners of Lot 57 Ashby Road, we are direct neighbours to the Proposed "Horse Riding School" on Lot 58 Ashby Road.</i></p> <p><i>It is not in our interest or our nature to cause problems with any Neighbours but we do not agree with the proposed Business Plan of a 'Horse Riding School'. We did not intend to buy this property to think that we have to live next to a Riding School.</i></p> <p><i>Riding in the arena creates dust, even though they state it is irrigated. We have witnessed it over the last summer month, despite 1 meter high panels on the riding arena and our vegetation (trees along our fence line), that there is still a lot of dust flying specially with the ever present easterly wind in the morning and the sea breeze in the afternoon.</i></p> <p><i>We do not approve of the traffic these riding sessions would amount to. The many cars and horse floats that create a lot of dust and noise.</i></p> <p><i>Without the "Riding School" being officially approved, there has been a lot of traffic in the past few months. We can't see the proposed opening times being adhered too as there is no way of the Shire being able to 'police it'.</i></p> <p><i>The LPS No. 9 provides a basis for the control and development in the Shire of Gingin and our part of that Shire was rezoned 'Recreation-Private'</i></p>	<p>11. Noted.</p> <p>12. Noted. Refer to response 1 above.</p> <p>13. Noted.</p> <p>14. Please refer to the officers' report for the definition of 'Recreation –</p>

		<p><i>within the Rural Living Zone. I would like to think that this means it was not meant for 'Recreation-Business' as this proposal is clearly a business.</i></p> <p><i>I trust you and the Council will consider our point of view and not grant a 'Horse Riding School' in our development zoned 'Rural Living'."</i></p>	<p>Private' as it relates to a commercial business.</p>
4.	Ratepayer	<p>The Ratepayer offers the following general comments:</p> <p><i>"Lot 58 Ashby Rd, Lennard Brook</i></p> <p><i>Horse Training/Riding, Agistment Business</i></p> <p><i>Property Owner/Stakeholder Comment</i></p> <p><i>Shire's invitation to comment is accepted with thanks.</i></p> <p><i>Our location is unlikely to suffer intolerable negative effect from the activities of a riding school 600m away. We are stakeholder neighbours on Ashby Road. We have participated in and witnessed the process to date and offer our observations and thoughts herewith.</i></p> <p><i>The current, Development Application; Recreation Private (Horse Riding School), dated 30 May 2018, comes unexpected and before we understand what, precisely, has been previously approved in the way of 'Rural pursuit (keeping of horses)'</i></p> <p><i>Immediate neighbours to Lot 58 purchased property relying, on subdivision rules/conditions to protect and sustain standards of local amenity.</i></p> <p><i>Since Lot 58 business arrived in the sub division, the proprietors might have found that neighbours resent their presence and the potential for activities of the business to degrade local amenity.</i></p>	<p>15. Noted.</p> <p>16. Noted.</p>

		<p><i>Neighbours cite, deficiency of awareness and sensitivity, as factors causing ongoing stress and frustration. Enjoyment of the amenity they bought into is threatened.</i></p> <p><i>Neighbours resent the latest Retrospective Development Application. They find they are now dealing with issues created by the disruptive presence of the business that was not anticipated and apparently not declared or approved before Lot 58 was purchased.</i></p> <p><i>Should we expect more applications for retrospective business approvals? How many? What's the long-term plan/ambition for Lot 58?</i></p> <p><i>Our personal view of the process, so far, is disappointment, by insensitive management.</i></p> <p><i>In what should be, peaceful, long-term, cooperative relationships, adversarial dealings amongst neighbours are undesirable and unhealthy.</i></p> <p><i>We encourage all parties to identify their responsibilities and manage outstanding issues with open honesty and cooperation."</i></p>	<p>17. Noted. It is acknowledged in the officer's report that the proposed business is likely to have an adverse effect the surrounding properties.</p> <p>18. General comments.</p>
5.	Ratepayer	<p>The Ratepayer supports the proposal and offers the following comments:</p> <p><i>"Re: Support for Riding School application.</i></p> <p><i>I am writing to make comment on the application that has been submitted for the renewal of the PrivateRiding School at Lot 58 (No 25) Asbhy Rd Lennard Brook.</i></p> <p><i>I would like to express my full support for this planning approval. I believe this business will continue to bring people into the Shire</i></p>	<p>19. Noted. The business offers a service that is clearly well received and supported by the wider community.</p>

		<p><i>of Gingin and having a local business established to continue to provide a professional service for those living within the Shire.</i></p> <p><i>It is a great service for children and adults and would like to see it continue.</i></p> <p><i>I have had the pleasure of knowing Jess and using her service for about a year, in this time Jess has given me confidence I didn't know I had, she has also taught me skills that I will value and utilise for the rest of my life. I hope that when my daughter is older she too will also be able to make use of this business.</i></p> <p><i>Being in a rural community, it is so nice that we still are able to have access to services like this riding school and it would be absolutely devastating if that were un able to continue.</i></p> <p><i>I firmly believe and hope that the Shire should support long term business operation of the riding school."</i></p>	20. General comments.
6.	Ratepayer.	<p>The Ratepayer supports the proposal and offers the following comments:</p> <p><i>"I am writing to make comment on the application that has been submitted for renewal of the Private Riding School at Lot 58 (no25) Ashby Rd Lennard Brook.</i></p> <p><i>I would like to express my full support for this planning approval.</i></p> <p><i>As a small business owner in Gingin and a past client of the Riding School, I believe all businesses deserve the support of their Community as they encourage people into and therefore support the Town and Shire.</i></p> <p><i>The Riding School provides a fantastic professional service for adults and children and I feel very strongly that the Shire should support their long term business operation."</i></p>	21. Noted. Refer to point 19 above.

7.	Ratepayer.	<p>The Ratepayer supports the proposal and offers the following comments:</p> <p><i>"Re: Support for Riding School application.</i></p> <p><i>I am writing to make comment on the application that has been submitted for the renewal of the</i></p> <p><i>Private Riding School at Lot 58 (No 25) Ashby Rd Lennard Brook.</i></p> <p><i>I would like to express my full support for this planning approval. I believe this business will continue to bring people into the Shire of Gingin and having a local business established to continue to provide a professional service for those living within the Shire.</i></p> <p><i>It is a great service for children and adults and would like to see it continue. Especially as it encourages young kids to get out and about and to have the opportunity to learn such skills, and it's local!</i></p> <p><i>The Shire should support local long term business operation of the riding school."</i></p>	22. Noted. Refer to point 19 above.
8.	Ratepayer.	<p>The Ratepayer supports the proposal and offers the following comments:</p> <p><i>"Re: Support for Riding School application.</i></p> <p><i>I am writing to make comment on the application that has been submitted for the renewal of the Private Riding School at Lot 58 (No 25) Ashby Rd Lennard Brook.</i></p> <p><i>I would like to express my full support for this plan as resident of The Shire of Gingin.</i></p>	23. Noted. Refer to point 19 above.

		<p><i>I have visited Jess's property on numerous occasions in my role as respite carer for an autistic child and with my own daughter. This is not your average riding school or trail ride establishment. It's a one of a kind service that provides so much for the riders that visit there. It is very clear how caring and passionate Jess is with regards to both her horses and students. The property is incredibly well maintained, even in the height of summer, it is not an over grazed dust bowl.</i></p> <p><i>I'm actually slightly confused as to why planning permission is being questioned, given the rural location and small number of horses and limited number of clients Jess has on the property at one time.</i></p> <p><i>Jess and her riding school are such an asset to the area and I feel it would be an absolute travesty if planning permission is denied."</i></p>	24. General comment.
9.	Ratepayer	<p>The Submitter supports the proposal and offers the following comments:</p> <p><i>"Re: Support for Riding School application.</i></p> <p><i>I am writing to make comment on the application that was submitted for the renewal of the Private Riding School at Lot 58 (No25) Asbhy Road, Lennard Brook.</i></p> <p><i>I would like to express my full support for this planning approval.</i></p> <p><i>I believe this business will continue to bring people into the Shire of Gingin and having a local business established to continue to provide a professional service for those living within the Shire.</i></p> <p><i>It is great service for children and adults and I would like to see it continue.</i></p>	25. Noted. Refer to point 19 above.

		<i>The Shire should support the long-term business operation if the riding school."</i>	
10.	Submission.	<p>The Submitter supports the proposal and offers the following comments:</p> <p><i>"Myself and my 3 children currently have lessons and take part in clinics held by Jessica Panizza.</i></p> <p><i>Not only does she help the kids with their riding, she has done so much for their self-esteem and confidence. My oldest daughter who use to be so shy and reserved, is now the current Rodeo Mini Princess of WA. If it wasn't for what she learnt from Jess not only with her riding but on a self-development level, this wouldn't have been possible.</i></p> <p><i>We love travelling down to Gingin for lessons, but I must admit the restricted hours has made this quite difficult. We are hoping Jess is able to renew her application and extend her hours.</i></p> <p><i>During our visits to Gingin, I fill our car up with petrol, purchase snacks and/or lunch and always call into the stock feeders.</i></p> <p><i>Thanks you for your time, and I look forward to hearing the outcome of their application."</i></p>	26. Noted. Refer to point 19 above.
11.	Submission.	<p>The Submitter supports the proposal and offers the following comments:</p> <p><i>"I am writing to make comment on the application that has been submitted for the renewal of the Private Riding School at Lot 58 (No 25) Asbhy Rd Lennard Brook.</i></p> <p><i>I would like to express my full support for this planning approval.</i></p>	27. Noted. Refer to point 19 above.

		<p><i>I believe this business will continue to bring people into the Shire of Gingin and having a local business established to continue to provide a professional service for those living within the Shire.</i></p> <p><i>It is a great service for children and adults and would like to see it continue.</i></p> <p><i>The Shire should support long term business operation of the riding school."</i></p>	
12.	Submission.	<p>The Submitter supports the proposal and offers the following comments:</p> <p><i>"I cannot speak highly enough of Jessica Bosch of Equine Focus and what she is doing for this community. She leads groups for boys and girls and helps seniors to stay fit and keep their horses in good working condition. She embodies the entrepreneurial spirit which is most admirable in such a young woman.</i></p> <p><i>There is no reasonable excuse for not allowing her to continue her riding school in Gingin at 25 Ashby St. Whoever is complaining has no grounds for complaint. Jessica is a graduate from Bindoon Agricultural College and later went on to study in the United States with Monty Roberts, a world famous equestrian expert.</i></p> <p><i>She has the highest of safety standards and extremely good equine health standards and is a model for the equestrian community in Gingin and the Swan Valley.</i></p> <p><i>My Honours Degree, which you can view on Marcia Helene Hewitt Honours Conferral from UWA was awarded to me for my thesis called The New Anthropomorphism, in which I looked at the changing role of horses in the world of healing, from beasts of burden and work to sentient animals enabling more awareness and healing for those who work with them."</i></p>	<p>28. Noted. Refer to point 19 above.</p> <p>29. General comment.</p>

13.	Submission.	<p>The Submitter supports the proposal and offers the following comments:</p> <p><i>"I am writing to make comment on the application that has been submitted for the renewal of the Private Riding School at Lot 58 (No25) Ashby Rd Lennard Brook.</i></p> <p><i>I would like to express my full support for this planning approval, I have known Jessica through the equestrian community for a number of years and was highly recommended by two well respected equestrian peers to engage her services at her riding school at Lot 58 (no25) Ashby Rd Lennard Brook. I have been a customer of this wonderful riding school for the last for the last four months and the time I have spent with Jessica Bosch has been an invaluable experience to both myself and my horses. Jessica offers a highly skilled, wonderful and respectful approach to her riding school and a level of privacy that I value greatly, - one that I am simply unable to obtain elsewhere in the Gingin or Perth regions.</i></p> <p><i>I live and work in and around the Perth CBD, and the 2.5 hour round trip to Lennard Brook every week to attend lessons. Whilst I am in the area I support many local businesses from stock feeders for my horse for my horse, catering establishments for lunch, dinner and fuel and refreshments etc. These trips have also encouraged me to further explore and spend time in an area I would never have otherwise though to do. I believe this business will continue to bring people like me into the Shire of Gingin by the presence of this ongoing local business established to continue to provide a professional service.</i></p> <p><i>I cannot recommend this business highly enough and would very much like to see it continue on a long term basis for the benefit of adults, children and horses alike.</i></p> <p><i>In my opinion the Shire should support long term business operation of the riding school."</i></p>	<p>30. Noted. Refer to point 19 above.</p>
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14.	Submission.	<p>The Submitter supports the proposal and offers the following comments:</p> <p><i>"Re: Support for Riding School application</i></p> <p><i>I am writing to make comment on the application that has been submitted for the renewal of the Private Riding School at Lot 58 (No 25) Ashby Rd Lennard Brook. I would like to express my full support for this planning approval. Three of my daughters and myself have been riding with Jess for the past two years and I cannot express in words what a difference she has made to all our lives. Jess isn't a run of the mill riding school, she focuses on the children and adults who have anxieties and fears and need confidence building. The change in my 11 year olds well-being has been magnificent since starting lessons with Jess and I believe this business will continue to bring people into the Shire of Gingin and having a local business established to continue to provide a professional service for those living within the Shire. It is a great service for children and adults and I would like to see it continue. The Shire should support the long term business operation of the riding school."</i></p>	31. Noted. Refer to point 19 above.
15.	Submission.	<p>The Submitter supports the proposal and offers the following comments:</p> <p><i>"I am writing to you to express my utmost support to Jess and John Panizza to enable them to have a riding school and horse starting business at 25 Ashby Road, GINGIN.</i></p> <p><i>I have known both Jess and John for 8 years. Jess and I completed our Diploma in Equine Bowen Therapy together. I currently see Jess's horses on a 5 weekly basis to give them Bowen Therapy. This is in line with the barefoot trimmer coming out as this provides the best care for the horses so as to keep the horses at their optimum fitness and health. I am also Jess and Johns Bowen Therapist as they also believe in keeping themselves fit and healthy so to be able to care for their horses 24/7.</i></p> <p><i>Jess was integral for me also getting my confidence back with my riding. If there was anyone put on this earth to provide horses and people the</i></p>	32. Noted. Refer to point 19 above.

	<p><i>utmost special experience and connection with horses it is Jess. I feel so safe when I am having my lessons with Jess and the confidence she has given both me and my horses is priceless.</i></p> <p><i>Jess also started my mare Killara and I swear I think she loves Jess more than me. Never was there a time that I did not feel confident that she was in the best possible place to be started. I knew that she would be safe on the property and that she would love being started by someone who is truly qualified and gifted in her trade. The care and love that both Jess and John have for the horses that are in their care is second to none. This is truly their passion.</i></p> <p><i>I feel saddened and my heart goes out to both Jess and John knowing that they have to go through this application (again) which is basically questioning their integrity. They both have worked so hard to comply with all of the requirements set out and have improved the property 100 fold. They have worked tirelessly on the property that they love and this is their passion and no one knows more the effort you put in to something when it is your passion than me.</i></p> <p><i>Jess and John are hardworking, honest, genuine people and the Gingin shire and horses from all over will definitely benefit from approving this application."</i></p>	
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16.	Submission.	<p>The Submitter supports the proposal and offers the following comments:</p> <p><i>"I am writing to make comment on the application that has been submitted for the renewal of the Private Riding School at Lot 58 (No 25) Ashby Rd, Lennard Brook.</i></p> <p><i>I would like to express my full support for this planning approval.</i></p> <p><i>My daughter and myself have been lucky enough to receive horse riding tuition from Jessica for a year now and have always been impressed with the manner she runs her Riding School. There is always utmost care and dedication to the wellbeing of her students and horses, alike. Jessica provides a small and personalised riding tuition program which has been such a nice change to the other commercially ran, large group riding schools we have attended in the past.</i></p> <p><i>It would be such a shame to lose such a lovely riding school and the much respected service she provides to her current, and future, students. If allowed to continue, this business will bring people into the beautiful Shire of Gingin and continue to provide a professional service for those living within the Shire.</i></p> <p><i>I really hope The Shire will support this long term business."</i></p>	33. Noted. Refer to point 19 above.
17.	Submission.	<p>The Submitter supports the proposal and offers the following comments:</p> <p><i>"Hello, I'm writing in regard to Lot 58 Ashby Rd Lennard Brook - Riding School Application for Renewal.</i></p> <p><i>I would like to request that the application for Renewal be accepted as I would like to be able to take my horse to the above mentioned address to have lessons and to attend clinics.</i></p>	34. Noted. Refer to point 19 above.

		<i>I am happy to be contacted by reply email if you would like to discuss this with me further."</i>	
18.	Submission.	<p>The Submitter supports the proposal and offers the following comments:</p> <p><i>"I am writing to make comment on the application that has been submitted for the renewal of the Private Riding School at Lot 58 (No 25) Ashby Rd Lennard Brook.</i></p> <p><i>I would like to express my full support for this planning approval.</i></p> <p><i>I have known Jessica for many years and as a farrier I trim her horses on a regular basis. She makes a difference for her clients with her extended knowledge and services she provides, which makes her riding school very unique.</i></p> <p><i>I believe this business will continue to bring people into the Shire of Gingin and having a local business established to continue to provide a professional service for those living within the Shire.</i></p> <p><i>It is a great service for children and adults and I would like to see it continue.</i></p> <p><i>The Shire should support long term business operation of the riding school."</i></p>	35. Noted. Refer to point 19 above.
19.	Submission.	<p>The Submitter supports the proposal and offers the following comments:</p> <p><i>"Re: Support for Riding School application.</i></p> <p><i>I am writing to make comment on the application that has been submitted for the renewal of the Private Riding School at Lot 58 (No.25) Ashby Road, Lennard Brook.</i></p>	36. Noted. Refer to point 19 above.

		<p><i>I have known Jessica Bosch for approximately 4 ½ years. Jessica has taught my daughter from the age of 4. My daughter has a condition of Hyperflexia and mild ADHD. Horse riding school has greatly improved her core strength and coordination, as well as helping her self-regulate her emotions better.</i></p> <p><i>Jessica's patience and excellent working with children skills have been instrumental in helping my daughter succeed in managing her conditions by learning to ride. There are few places where horse riding is available and affordable in and around Perth, Equine Focus would be an asset to the community.</i></p> <p><i>I would like to express my full support for this planning approval."</i></p>	
20.	Submission	<p>The Submitter supports the proposal and offers the following comments:</p> <p><i>"Re: Support for Riding School Application</i></p> <p><i>I am writing to support the application at Lot 58 Ashby Road, Lennard Brook for a Riding School.</i></p> <p><i>Jessica is a very skilled riding/training instructor providing a facility for the local community of Gingin.</i></p> <p><i>She is very well respected for her approach to students and horses. Not only has she travelled to the Eastern States and the USA to study, she has been recognized and received a Certificate of Appreciation from the 10th Light Horse Memorial Troop Kelmscott - Pinjarra group.</i></p> <p><i>Support Jessica for her riding school, she is an outstanding asset to the Shire of Gingin and its community. Encourage and support small business operators within the Shire for families to access facilities easily.</i></p> <p><i>Enable her to have long term business security, to create, develop and</i></p>	37. Noted. Refer to point 19 above.

		<p><i>run a viable small business takes time, lots of effort and commitment.</i></p> <p><i>What more can I say..... just to watch her is inspiring she is an amazing!! Please support her small business application."</i></p>	
21.	Submission	<p>The Submitter supports the proposal and offers the following comments:</p> <p><i>"The purpose of this letter is to express my full support for the renewal of the Private Riding School at Lot 58 (25) Ashby Road, Lennard Brook.</i></p> <p><i>I strongly believe that this business will continue to encourage people to visit Gingin which will be of benefit to other small businesses in the area.</i></p> <p><i>Jessica Bosch is a professional individual who is skilled horsewoman and trainer and who operates her business to the highest standard. She provides an excellent service to her clients, all of whom would be like the riding school to continue.</i></p> <p><i>On a personal note, I would like to add that Jessica is hard working and is trying to build a business for herself and her husband that will be enjoyed by others for years to come. It would be a great pity to prevent her from achieving this, particularly as she has conformed to all conditions outlined by the Shire of Gingin twelve months ago.</i></p> <p><i>I would be more than happy to discuss this further if you wish and can be contacted on the number below."</i></p>	38. Noted. Refer to point 19 above.
22.	Submission	<p>The Submitter supports the proposal and offers the following comments:</p> <p><i>"RE: support for riding school Application</i></p>	39. Noted. Refer to point 19 above.

		<p><i>My husband and I are writing to make comment on the application that has been submitted for the renewal of the Private Riding School at lot 58 (25) Ashby Brook Lennard Brook.</i></p> <p><i>We would like to Known our full support for planning approval.</i></p> <p><i>We have known Jess for at least 5 years. She is a fantastic role model for not only kids, but for adults to. We differently would like to see this school continue.</i></p> <p><i>The other businesses in Gingin also benefit by bring people into the area.</i></p> <p><i>Jess Riding school is not your average (riding School) it is differently a learning centre where children and Adults can learn all aspects involving Horses.</i></p> <p><i>Please feel free to call ... if more information is needed."</i></p>	
23.	Submission	<p>The Submitter supports the proposal and offers the following comments:</p> <p><i>"Re: support for riding school application.</i></p> <p><i>I am writing to make comment on the application that was submitted for the renewal of the Private Riding School at Lot 58 (No25) Asbhy Road, Lennard Brook.</i></p> <p><i>I would like to express my full support for this planning approval.</i></p> <p><i>I believe this business will continue to bring people into the Shire of Gingin and having a local business established to continue to provide a professional service for those living within the Shire.</i></p>	40. Noted. Refer to point 19 above.

		<p><i>It is great service for children and adults and I would like to see it continue.</i></p> <p><i>The Shire should support the long-term business operation if the riding school."</i></p>	
24.	Submission	<p>The Submitter supports the proposal and offers the following comments:</p> <p><i>"Re: Support for Riding School application.</i></p> <p><i>I am writing to make comment on the application that has been submitted for the renewal of the Private Riding School at Lot 58 (No 25) Asbhy Rd Lennard Brook. I would like to express my full support for this planning approval. I believe this business will continue to bring people into the Shire of Gingin and having a local business established to continue to provide a professional service for those living within the Shire. It is a great service for children and adults and I would like to see it continue. The Shire should support long term business operation of the riding school.</i></p> <p><i>I have been taking lessons with Jess for several years and have been to lessons or clinics at the above property several times. Jess is extremely professional, has a strong focus on safety and takes great care that both her animals and land are well cared for and well maintained.</i></p> <p><i>While I am not an immediate neighbour of this riding school, I do live in close proximity to a similar business in my own area (Half Halt riding school in Bullsbrook) and can say that there is no impact whatsoever on us from a business of this type operating in our residential area, close to where we live. Indeed, we did not even realise it was there for about a year after we moved to the area. I have also attended several other riding schools located in rural residential areas (Royal Park in Middle Swan, Forge Farm in Chidlow) who have operated without problems or negative impacts on neighbours for many years.</i></p>	<p>41. Noted. Refer to point 19 above.</p>

		<p><i>In addition, we ourselves have investigated options for equine related businesses in several shires (Swan, Mundaring, and Serpentine-Jarrahdale) where it is allowed for property owners to operate small scale agistment businesses with similar numbers of horses as this riding school, where the agistees attend the property and ride their horses on the property daily, and these businesses are fairly common. While they are not riding schools, they do serve as examples of similar activity on property (horse riding in an arena for a number of hours per day) with similar or higher levels of visitors coming and going from the property daily. These businesses are allowed as a "rural pursuit" and don't need additional planning permission above the permit to keep a certain number of horses, because they considered a reasonable land use for a rural residential area and are not deemed to negatively impact neighbours.</i></p> <p><i>I ask that you grant planning approval for the long term operation of the riding school as it is a benefit to the community of Gingin and the wider community and cannot reasonably be considered to impact neighbours who chose to live in a rural area and must reasonably expect for rural pursuits and activities to be conducted on other properties in their neighbourhood."</i></p>	
25.	Submission	<p>The Submitter supports the proposal and offers the following comments:</p> <p><i>"Re: Support for Riding School application.</i></p> <p><i>I am writing to make comment on the application that was submitted for the renewal of the Private Riding School at Lot 58 (No25) Asbhy Road, Lennard Brook.</i></p> <p><i>I would like to express my full support for this planning approval.</i></p> <p><i>I believe this business will continue to bring people into the Shire of Gingin and having a local business established to continue to provide a professional service for those living within the Shire.</i></p>	42. Noted. Refer to point 19 above.

		<p><i>It is great service for children and adults and I would like to see it continue.</i></p> <p><i>The Shire should support the long-term business operation if the riding school."</i></p>	
26.	Submission	<p>The Submitter supports the proposal and offers the following comments:</p> <p><i>"Re: Support for Riding School application.</i></p> <p><i>I am writing to make comment on the application that was submitted for the renewal of the Private Riding School at Lot 58 (No25) Asbhy Road, Lennard Brook.</i></p> <p><i>I would like to express my full support for this planning approval.</i></p> <p><i>I believe this business will continue to bring people into the Shire of Gingin and having a local business established to continue to provide a professional service for those living within the Shire.</i></p> <p><i>It is great service for children and adults and I would like to see it continue.</i></p> <p><i>The Shire should support the long-term business operation if the riding school."</i></p>	43. Noted. Refer to point 19 above.
27.	Submission	<p>The Submitter supports the proposal and offers the following comments:</p> <p><i>"Re: Support for Riding School application.</i></p> <p><i>I am writing to make comment on the application that was submitted for the renewal of the Private Riding School at Lot 58 (No25) Asbhy Road, Lennard Brook.</i></p>	44. Noted. Refer to point 19 above.

		<p><i>I would like to express my full support for this planning approval.</i></p> <p><i>I believe this business will continue to bring people into the Shire of Gingin and having a local business established to continue to provide a professional service for those living within the Shire.</i></p> <p><i>It is great service for children and adults and I would like to see it continue.</i></p> <p><i>The Shire should support the long-term business operation if the riding school."</i></p>	
28.	Submission	<p>The Submitter supports the proposal and offers the following comments:</p> <p><i>"Re: Support for Riding School application.</i></p> <p><i>I am writing to make comment on the application that was submitted for the renewal of the Private Riding School at Lot 58 (No25) Asbhy Road, Lennard Brook.</i></p> <p><i>I would like to express my full support for this planning approval.</i></p> <p><i>I believe this business will continue to bring people into the Shire of Gingin and having a local business established to continue to provide a professional service for those living within the Shire.</i></p> <p><i>It is great service for children and adults and I would like to see it continue.</i></p> <p><i>The Shire should support the long-term business operation if the riding school."</i></p>	45. Noted. Refer to point 19 above.
29.	Submission	The Submitter supports the proposal and offers the following comments:	

		<p><i>"Re: Support for Riding School application.</i></p> <p><i>I am writing to make comment on the application that was submitted for the renewal of the Private Riding School at Lot 58 (No25) Asbhy Road, Lennard Brook.</i></p> <p><i>I would like to express my full support for this planning approval.</i></p> <p><i>I believe this business will continue to bring people into the Shire of Gingin and having a local business established to continue to provide a professional service for those living within the Shire.</i></p> <p><i>It is great service for children and adults and I would like to see it continue.</i></p> <p><i>The Shire should support the long-term business operation if the riding school."</i></p>	<p>46. Noted. Refer to point 19 above.</p>
30.	Submission	<p>The Submitter supports the proposal and offers the following comments:</p> <p><i>"I would like to comment in support of the renewal of the application for the riding school at the above address. I feel that Jessica provides a professional and very much needed service. The young people and families that attend her coaching sessions would be at a loss if her services were no longer available. I personally have coaching sessions with Jessica and would be very upset to see her unable to continue.</i></p> <p><i>Jessica and her husband are very respectful people and the families that attend her riding school at the address in question are definitely the type of people who are respectful of neighbours and other residents and properties around Jessica's property.</i></p>	<p>47. Noted. Refer to point 19 above.</p>

		<i>Please consider the fantastic service Jessica provides to a very grateful group of the community and allow her to continue."</i>	
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**11.3.3 APPLICATION FOR SUBDIVISION APPROVAL - PROPOSED TWO LOT
SUBDIVISION ON LOT 32 DOUGLAS ROAD, BEERMULLAH**

Item withdrawn prior to meeting at applicant's request.

11.4. OPERATIONS-CONSTRUCTION

Nil

11.5. ASSETS

Nil

12. MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil

13. COUNCILLORS' OFFICIAL REPORTS

13.1 SOVEREIGN HILL COMMUNITY ASSOCIATION AGM - 15 JULY 2018

LOCATION: SOVEREIGN HILL
FILE: GOV/20-1
COUNCILLOR: FRANK PECZKA
REPORT DATE: 17 JULY 2018

Together with Councillor Johnson, I attended the 2018 AGM of the Sovereign Hill Community Association on Sunday afternoon last.

Main topics of discussion were:

1. Current office bearers were returned, with some new faces on the Committee including a dedicated person to liaise with the Shire.
2. Further review request for a firebreak assessment on the west/north side of the building.
3. A request for assistance with basic maintenance of road surface that comes off the side street to Sovereign Hill Drive to allow gophers to access this side entry road.
4. Considerable discussion around the new Pool Fencing laws, particularly in relation to retrospectivity versus new.
5. Appreciation to the Shire for continued agreement towards lawn mowing responsibilities at the Sovereign Hill entrance. The Association has done a great job with garden enhancement/maintenance at the entry.

13.2 WOODRIDGE COMMUNITY ASSOCIATION AGM - 13 JULY 2018

LOCATION: WOODRIDGE
FILE: GOV/20-1
COUNCILLOR: FRANK JOHNSON
REPORT DATE: 17 JULY 2018

Councillor Johnson advised that he attended the Woodridge Community Association AGM on 13 July 2018.

Unfortunately the Association was unable to appoint a new President following the resignation of the incumbent from that position, however it is hoped that the position will be filled very shortly. The Association may rotate the Presidency, dependent on the number of meetings held.

The position of Association Secretary also remains vacant at this point.

All other positions remained unchanged.

13.3 ARMISTICE CENTENARY GRANT TO SEABIRD PROGRESS AND SPORTS ASSOCIATION

LOCATION: SEABIRD
FILE: GOV/20-1
COUNCILLOR: FRANK JOHNSON
REPORT DATE: 17 JULY 2018

Councillor Johnson advised Council that the Seabird Progress and Sports Association had successfully applied for a grant of \$6,393 from the Department of Veterans' Affairs Armistice Centenary Grants Program for the erection of a sculpture in Seabird to commemorate the signing of the World War I Armistice on 11 November 1918.

13.4 GINGIN DISTRICT HIGH SCHOOL ROBOTICS LABORATORY

LOCATION: GINGIN
FILE: GOV/20-1
COUNCILLOR: KIM RULE
REPORT DATE: 17 JULY 2018

As Council's representative on the Gingin District High School Council, Councillor Rule conveyed the School's thanks to Council for its donation of \$4,000 towards the development of a STEM (Science, Technology, Engineering, Mathematics) robotics laboratory.

Following receipt of Council's contribution, the School was successful in obtaining a \$5,000 grant from Bendigo Bank Gingin and it is hoped that the program will be in effect by the end of 2018.

14. NEW BUSINESS OF AN URGENT NATURE

RECOMMENDATION

It is recommended that Council accept Item 14.1 Guilderton Foreshore Paid Parking for consideration as New Business of an Urgent Nature in accordance with the Shire of Gingin Meeting Procedures Local Law 2014.

RESOLUTION

Moved Councillor Johnson, seconded Councillor Peczka that Council accept Item 14.1 Guilderton Foreshore Paid Parking for consideration as New Business of an Urgent Nature in accordance with the Shire of Gingin Meeting Procedures Local Law 2014.

CARRIED UNANIMOUSLY

14.1 GUILDERTON FORESHORE PAID PARKING

LOCATION:	GUILDERTON FORESHORE CARPARK	
FILE:	RDS/21	
REPORTING OFFICER:	AARON COOK – CHIEF EXECUTIVE OFFICER	
REPORT DATE:	17 JULY 2018	
REFER:	20 SEPTEMBER 2016	ITEM 11.3.2
	20 DECEMBER 2016	ITEM 11.3.1
	17 JANUARY 2017	ITEM 11.1.1
	16 MAY 2017	ITEM 11.1.2
	18 JULY 2017	ITEM 11.1.2

OFFICER INTEREST DECLARATION

Nil

PURPOSE

To consider formalising Council's intent to institute paid parking at the Guilderton foreshore car park for a trial period of 12 months.

BACKGROUND

The introduction of paid parking at the Guilderton foreshore has been the subject of ongoing discussion by Council over the past two years. At its meeting on 20 December 2017, Council resolved to:

1. Make a Determination to declare the Guilderton foreshore parking area located on portion of Reserves 25006 and 25009 Edwards Street and the Edwards Street road reserve, Guilderton as a Parking Station for the purposes of Part 3 of the Shire of Gingin Parking and Parking Facilities Local Law 2004; and

2. Agree to issue a free parking pass to all ratepayers within the 6041 postcode, with further passes to be made available to other ratepayers upon application to the Shire.

As a result of concerns raised by members of the public at the 2016 Annual Meeting of Electors, Council subsequently decided to delay implementation of paid parking to conduct a public consultation process. At the conclusion of public consultation Council gave further consideration to the matter at its meeting on 18 July 2017 and resolved to:

1. Agree to implement paid parking at the Guilderton Foreshore in accordance with its recommendation of the Council meeting held on 20 December 2016; and
2. Note the survey results in relation to the Guilderton Foreshore Parking.

Paid parking at the Guilderton foreshore was put into effect just prior to Easter 2018.

COMMENT

It is evident that, as part of ongoing discussions in relation to the introduction of paid parking in Guilderton, it was always Council's intention to conduct a 12 month trial of the facility, with a view to reviewing the situation at the end of the trial. However, this intent is not reflected in Council's formal resolution.

It is therefore considered necessary for Council to formally resolve to conduct a 12 month trial of paid parking in Guilderton, commencing from the date that the paid parking commenced in April 2018.

STATUTORY ENVIRONMENT

Nil

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2017-2027

Focus Area	<i>Infrastructure and Development</i>
Objective	<i>3. To effectively manage growth and provide for community through the delivery of community infrastructure in a financially responsible manner.</i>
Outcome	<i>3.2 Community Infrastructure The Shire provides fit for purpose community infrastructure in a financially responsible manner.</i>
Key Service Area	<i>Community Infrastructure</i>
Priorities	<i>3.2.1 Improve the use and financial sustainability of community infrastructure.</i>

VOTING REQUIREMENTS – SIMPLE MAJORITY

RECOMMENDATION

It is recommended that Council:

1. Confirm the intent of previous discussions with respect to the initiation of a 12 month trial period for paid parking at the Guilderton foreshore in order to facilitate a review of the parking meter system ; and
2. Agree that the trial period will terminate on 22 April 2019, with a report to be presented to Council for consideration at its May 2019 meeting.

RESOLUTION

Moved Councillor Elgin, seconded Councillor Court that Council:

1. **Confirm the intent of previous discussions with respect to the initiation of a 12 month trial period for paid parking at the Guilderton foreshore in order to facilitate a review of the parking meter system ; and**
2. **Agree that the trial period will terminate on 22 April 2019, with a report to be presented to Council for consideration at its May 2019 meeting.**

CARRIED UNANIMOUSLY

15. MATTERS FOR WHICH MEETING IS TO BE CLOSED TO THE PUBLIC

Nil

16. CLOSURE

There being no further business, the Shire President declared the meeting closed at 3.45pm.

The next Ordinary meeting of Council will be held in Council Chambers at the Shire of Gingin Administration Centre, 7 Brockman Street, Gingin on Tuesday, 21 August 2018 commencing at 3.00pm.

Councillor I B Collard
Shire President
21 August 2018