



MINUTES

ORDINARY MEETING OF COUNCIL

16 APRIL 2019



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FOR
ORDINARY MEETING OF
COUNCIL
HELD ON 16 APRIL 2019**

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SHIRE OF GINGIN

MINUTES OF THE ORDINARY MEETING OF THE SHIRE OF GINGIN HELD IN THE COUNCIL CHAMBER ON TUESDAY, 16 APRIL 2019 AT 3.04 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 3.04pm 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, C W Fewster, F Johnson, J C Lobb, F J Peczka, J K Rule.

Staff – A Cook (Chief Executive Officer), K Lowes (Executive Manager Corporate and Community Services), A Butcher (Executive Manager Operations), B Kelly (Acting Executive Manager Regulatory and Development Services), K Bacon (Manager Statutory Planning), L Burt (Governance/Minute Officer)

Gallery - There were 25 members of the public in the Gallery.

2.2 APOLOGIES

Nil

2.3 LEAVE OF ABSENCE

Councillor J E Morton

3. DISCLOSURES OF INTEREST

Nil

4. PUBLIC QUESTION TIME

4.1 RESPONSES TO PUBLIC QUESTIONS PREVIOUSLY TAKEN ON NOTICE

Nil

4.2 PUBLIC QUESTIONS

4.2.1 Mary Cameron – Jones Street, Gingin Item 11.1.4 Gingin Medical Centre

Q1. *Who is the newly appointed Practice Manager for the Medical Centre?*

Response by Chief Executive Officer

Q1. Ms Paula Evans will continue her pre-existing role of Practice Manager in terms of the day-to-day administrative activities of the practice. Matters relating to finance will now be overseen by the Shire's Finance Department.

Q2. *It appears that the Shire of Gingin has purchased the Medical Records of private individuals from the Smit Family Trust. These are confidential records and there are many guidelines, policies and legislations around the management of Medical Records. Has the Shire of Gingin policies and protocols in place to manage these records given that the staff at the Medical Centre are directly employed by the Shire and must conduct their duties in accordance with the Shire's Policies and Practices?*

Q3. *Is the Practice Manager the onsite Medical Records Officer?*

Q4. *Who is responsible for the safe keeping, storage, access, transfer, archiving and retrieval of the medical records on a day to day basis?*

Q5. *In the case of a request for the medical record - is there an FOI policy in place?*

Q6. *Who determines access of the record if there is a request for medico legal matters?*

Q7. *Is there a policy in place if a medical record is subpoenaed for a court case - criminal or civil?*

Q8. *Is there a policy regarding information for medical research purposes?*

Q9. *Is the Working Party aware of the number of State and Federal Government legislations and policies regarding the management of Medical Records (under Health Information Management)?*

Q10. *Is the working party aware the Australian Medical Association has advisories on Medical Record keeping?*

Q11. *Is the Working Party considering the new national legislation of "My Health Record" as it effects the Gingin Medical Practice?*

Response by Chief Executive Officer

Q2-11 The record keeping requirements applicable to medical records that were previously in place will continue unchanged. With respect to general records, the Shire of Gingin is already bound by the requirements of the *State Records Act 2000* and we are confident that our existing policies and processes will be adequate.

Q12. *Will a newly appointed Medical Practice - when it happens - be required to pay the Shire of Gingin the same amount of money, \$20,000 to the Smit Family Trust, to retrieve back the Medical Records - or will they remain in perpetuity in the possession of the Shire?*

Response by Chief Executive Officer

Q12. The intention is that the records will remain the property of the Shire of Gingin.

Q13. *Are the former and current patients of both Dr M Smit and Dr D Conradie being told that the Shire of Gingin now owns their Medical Records? Further to this should they, the patients, want access to these records who will they have to approach to retrieve them/receive a copy?*

Response by Chief Executive Officer

Q13. The protocols for accessing medical records by patients will remain unchanged. Dr Conradie is the current custodian of all patient records, and requests for access to these records should be made direct to the Gingin Medical Centre.

Q14. *Regarding the Council's Policy 3.9 Purchasing and Ordering of Goods it is noted the discretionary spending has been raised to \$3000. Is this per day, per week, or per month?*

Q15. *Is the discretionary spending limited to only one person - and is that person the Practice Manager?*

Response by Chief Executive Officer

Q14/15. The purchasing limit of \$3,000 relates to individual transactions and will apply only to the position of Practice Manager. All other Medical Centre staff will have the minimal purchasing limit of \$100 granted to all Shire of Gingin employees by Policy 3.9.

Q16. *Can practice patients be provided with this information?*

Response by Chief Executive Officer

Q16. We will look at including it in a future Council to Community.

**4.2.2 Gordon Blair – Chalon Avenue, Seabird
Item 11.3.1 Final Adoption of Shire of Gingin Coastal Hazard Risk Management
and Adaptation Plan (CHRMAP)**

Q1. *Who is responsible for restoration of the foreshore?*

Response by Chief Executive Officer

Q1. That would be a question for the State or Federal Governments, should it ever be necessary.

**4.2.3 Thomas Maher – Seabird Caravan Park
Item 11.3.1 Final Adoption of Shire of Gingin Coastal Hazard Risk Management
and Adaptation Plan (CHRMAP)**

Q1. *Is it your intention to refund the erosion levy collected by the Shire if you adopt the retreat plan?*

Response by Chief Executive Officer

Q1. No, because at the end of the day the CHRMAP does not actually resolve anything. It just puts forward options, of which retreat is just one, for consideration in particular circumstances.

Q2. *Is the Shire's intention to protect the coastline?*

Response by Chief Executive Officer

Q2. Of course it is. However, it must be remembered that "protecting the coastline" doesn't just relate to erosion. There are many other hazards that also need to be taken into consideration. The CHRMAP merely puts forward options for Council to consider and address when applying for further funding.

Q3. *So there is a plan to adopt the recommendations?*

Response by Chief Executive Officer

Q3. As you would be aware, there is an item on today's Agenda for consideration by Council.

4.2.4 Pauline Morrison – Seabird Caravan Park

Item 11.3.1 Final Adoption of Shire of Gingin Coastal Hazard Risk Management and Adaptation Plan (CHRMAP)

- Q1. *Is the Shire planning to establish new infrastructure in areas that may be subject to coastal hazards? If so, this could be viewed being inconsistent with the CHRMAP.*

Response by Chief Executive Officer

- Q1. If the CHRMAP is adopted today, it will not stop Council continuing to progress projects such as protection of Grace Darling Park. Council would continue to consider situations across the Shire on a case by case basis and identify the best option for that situation.

Response by Shire President

- Q1. Council does not, and would not, have any plans to establish new infrastructure in an area identified by the CHRMAP as being vulnerable.

4.2.5 Phil Anderson – Seabird Caravan Park

Item 11.3.1 Final Adoption of Shire of Gingin Coastal Hazard Risk Management and Adaptation Plan (CHRMAP)

- Q1. *Are you liable for litigation because you have not met obligations under the State Planning policy? Particularly with respect to protection of Seabird Caravan Park infrastructure such as the boat ramp etc.*

Response by Chief Executive Officer

- Q1. Council is meeting its obligations by putting in place a CHRMAP. The foreshore land in front of the Seabird Caravan Park is not controlled by the Shire of Gingin, and in fact there is still ongoing discussion between the State and Federal Governments with respect to who is responsible for this area.
- Q2. *Given that the Shire of Gingin encompasses some 80km of coastline, is the protection of the 3 kilometres under threat that big a deal?*

Response by Chief Executive Officer

- Q2. Yes it is, because if the 3 kilometres in the Shire of Gingin are protected, then that will have implications for all the other coastal areas in WA that face similar issues.

4.2.6 Michael Henderson – Cornish Court, Gabbadah

Item 11.3.1 Final Adoption of Shire of Gingin Coastal Hazard Risk Management and Adaptation Plan (CHRMAP)

- Q1. *If you adopt the Cardno plan, do you expect landowners who may not be affected in 100 years' time to still pay their rates?*

Response by Chief Executive Officer

Q2. Yes.

**4.2.7 Craig Williams – Seabird Caravan Park
Item 11.3.1 Final Adoption of Shire of Gingin Coastal Hazard Risk Management and Adaptation Plan (CHRMAP)**

Q1. *The SB Caravan Park would have to be one of the biggest sources of rates revenue in the Shire, with no services being received. Is the Shire looking at any protection for the Caravan Park?*

Response by Chief Executive Officer

Q1. As you would be aware, Council has taken action in the past and continues to take the matter extremely seriously. The Shire has made several applications for grant funding associated with coastal erosion issues, and a further application has very recently been submitted seeking funding for an analysis of groyne requirements in the Shire of Gingin.

5. PETITIONS, DEPUTATIONS AND PRESENTATIONS

5.1 PETITIONS

Nil

5.2 DEPUTATIONS

5.2.1 Item 11.3.1 Final Adoption of Shire of Gingin Coastal Hazard Risk Management and Adaptation Plan (CHRMAP)

Speaker/s: Garry Thomas (Seabird Progress Association)

5.3 PRESENTATIONS

Nil

6. APPLICATIONS FOR LEAVE OF ABSENCE

Nil

7. CONFIRMATION OF MINUTES

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Johnson SECONDED: Councillor Court

That the Minutes of the Ordinary Council meeting held on 19 March 2019 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****11.1.1 RENAMING OF LANCELIN COMMUNITY SPORTING FACILITIES WORKING GROUP**

File:	BLD/4143	
Author:	Lee-Anne Burt – Governance Officer	
Reporting Officer:	Aaron Cook – Chief Executive Officer	
Report Date:	16 April 2019	
Refer:	18 September 2018	Item 11.1.2
	16 October 2018	Item 11.1.1
Appendices:	1. Amended Terms of Reference	

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider renaming the Lancelin Sporting Facilities Working Group as the Upper Coastal Sporting Facilities Working Group.

BACKGROUND

At its meeting on 16 October 2018, Council resolved to establish a working group, to be known as the Lancelin Sporting Facilities Working Group. The primary aims of the Working Group, as explained in the report submitted to Council, were to:

- 1. Undertake a reassessment of previously prepared plans for the complex, identifying which components are still relevant and what other facilities are, within reason, likely to be required in order to provide a facility that will cater for the upper coastal region as a whole in the future.*
- 2. Prepare a scope of works for use by the Shire in engaging a consultant to formulate a new Master Plan.*
- 3. Liaise with the consultant during the Master Plan preparation process.*

The Working Group consists of three Councillors (Councillors Court, Elgin and Lobb), two members of the Lancelin Community Sporting Club Inc Committee and two representatives each from the communities of Ledge Point, Ocean Farm and Seaview Park.

The Working Group held its first meeting on 22 January 2019, at which time the members agreed to change the Working Group's title to Upper Coastal Sporting Facilities Working Group.

COMMENT

Given that the Lancelin Sporting Facilities Working Group was established by resolution of Council, any changes to the structure of the Group, including its title, can only be effected by a formal Council decision.

Council originally discussed the formation of a Lancelin Sporting Facilities Working Group at its meeting on 18 September 2018. At that time, the officer's report envisaged the Group being established solely to progress the redevelopment of the Lancelin Sporting Complex in response to requests from the Lancelin Community Sporting Club Inc and the proposed membership was accordingly restricted to Councillors and representatives of the Lancelin Community Sporting Club.

It was Council's view, however, that the Working Group's focus should be expanded to include consideration of how the facility may need to develop to cater for the future recreation needs of communities in the Upper Coastal region other than Lancelin. For that reason, Council resolved to defer consideration of the matter pending a further report addressing expansion of the proposed Group's objectives and a broader membership representing other Upper Coastal communities. This position resulted in the amended Terms of Reference adopted by Council at its October 2018 meeting, although the Working Group title remained as the Lancelin Sporting Facilities Working Group.

In view of this history, the Working Group's desire to change its title to Upper Coastal Sporting Facilities Working Group is not considered to be unreasonable.

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 Areas	<i>Community Infrastructure</i>
Priorities	<i>3.2.1 Improve the use and financial sustainability of community infrastructure</i>

VOTING REQUIREMENTS – SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Fewster **SECONDED:** Councillor Court

That Council:

- 1. Agree to rename the Lancelin Sporting Facilities Working Group as the Upper Coastal Sporting Facilities Working Group; and**
- 2. Adopt the amended Terms of Reference as shown in Appendix 1.**

CARRIED UNANIMOUSLY

APPENDIX 1



TERMS OF REFERENCE

UPPER COASTAL SPORTING FACILITIES WORKING GROUP

16 April 2019

Name:	Upper Coastal Sporting Facilities Working Group
Role/Purpose:	To progress the preparation of a Master Plan for the future development of the Lancelin Sporting Complex as a consolidated facility for the Shire's Upper Coastal Region.
Aims & Functions:	<ol style="list-style-type: none"> 1. Undertake a reassessment of previously prepared plans for the complex, identifying which components are still relevant and what other facilities are, within reason, likely to be required in order to provide a facility that will cater for the upper coastal region as a whole in the future. 2. Prepare a scope of works for use by the Shire in engaging a consultant to formulate a new Master Plan. 3. Liaise with the consultant during the Master Plan preparation process.
Membership:	<ol style="list-style-type: none"> 1. The Working Group shall consist of the following representation: <ul style="list-style-type: none"> • three Councillors; • two members of the Lancelin Community Sporting Club Inc Committee; • two representatives of the Ledge Point community; • one representative of the Ocean Farm community; and • one representative of the Seaview Park community. 2. The Shire's Coordinator Community Development and Services will attend all meetings to provide technical advice and guidance to the Working Group. Other officers may attend in an advisory capacity as required. 3. Membership shall be for a period of up to two years terminating on the day of the next ordinary Council elections, with retiring members eligible to re-nominate. 4. Working Group membership shall be appointed or removed by consensus of Council. 5. Members must comply with the Shire's Code of Conduct. 6. The Working Group has authority to second external individuals, on a voluntary basis, for their expert advice.
Operating procedures:	<ol style="list-style-type: none"> 1. Presiding Member: <ol style="list-style-type: none"> a) The members of the Working Group are to appoint a presiding member from amongst themselves at the first meeting of the Working Group. b) The Presiding Member must be a Councillor.

	<p>c) In the absence of the Presiding Member a person is to be appointed by the Working Group members present to lead the meeting.</p> <p>d) The Presiding Member is responsible for the proper conduct of the Working Group.</p> <p>2. Meetings:</p> <p>a) The Working Group shall meet as required.</p> <p>b) Working Group members will be given at least 72 hours' notice of a proposed meeting where possible. However, if convenient and necessary, impromptu meetings may be held on occasions when all Working Group members are present for other purposes if time permits.</p> <p>c) The Presiding Member shall ensure that notes of all meetings are kept and shall provide the Working Group members with a copy of such notes.</p> <p>3. Quorum:</p> <p>The quorum for a meeting shall be at least 50% of the number of endorsed members.</p> <p>4. Reporting:</p> <p>Any Working Group outcomes requiring action on the part of the Council or requiring a Council commitment will be listed as a separate report on the Agenda for the next ordinary Council meeting.</p>
Appointing legislation:	N/A
Delegated Authority:	The Working Group has no delegated power and has no authority to implement its recommendations without approval of Council.

Version	Decision Reference	Synopsis
1.	16/10/2018 – Item 11.1.1	Adopted
2.	16/04/2019 – Item	Working Group name changed to Upper Coastal Sporting Facilities Working Group

11.1.2 PROPOSED WASTE WATER HOLDING FACILITY - EXCISION OF PORTION OF RESERVE 34485 (LOT 197) HUDSON STREET, SEABIRD

Location:	Reserve 34485 (Lot 197) Hudson Street, Seabird	
File:	BLD/5077	
Author:	Lee-Anne Burt – Governance Officer	
Reporting Officer:	Aaron Cook – Chief Executive Officer	
Report Date:	16 April 2019	
Refer:	18 October 2016	Item 11.3.1
Appendices:	1. Location Plans	

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider the revocation of the Shire of Gingin's current Vesting Order for Reserve 34485.

BACKGROUND

Reserve 34485 is vested in the Shire of Gingin for the purpose of Recreation. The reserve accommodates the Seabird Hall, football oval and tennis courts.

At its meeting on 18 October 2016, Council gave consideration to a request from the Water Corporation for excision of a portion of Reserve 34485 Hudson Street, Seabird to facilitate the installation of a subsoil waste water holding facility.

Council subsequently resolved to support this request and the Water Corporation approached the then Department of Lands to commence proceedings.

A request has now been received from the Department of Planning, Lands and Heritage advising that it will be necessary for the Department to revoke the Shire's current Vesting Order and issue a new Management Order for Reserve 34485 excluding the excised area.

The excised area will then form a new Reserve for "Wastewater Purposes" which will be managed by the Water Corporation.

COMMENT

A formal resolution is required from Council confirming that it is prepared to revoke the current Vesting Order over Reserve 34485 to allow for the proposed changes to Reserve 34485 and creation of the new reserve to be managed by the Water Corporation.

It is noted that the new Management Order to be issued to the Shire will include the standard power to lease provision for periods of up to 21 years.

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 1995

Part 6 – Miscellaneous

Regulation 30 – Disposition of property excluded from Act s. 3.58

Land Administration Act 1997

Part 4 – Reserves

Section 46 – Care, control and management of reserves

Section 50 – Management order, revocation of

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>N/A</i>
Key Service Areas	<i>N/A</i>
Priorities	<i>N/A</i>

VOTING REQUIREMENTS – SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

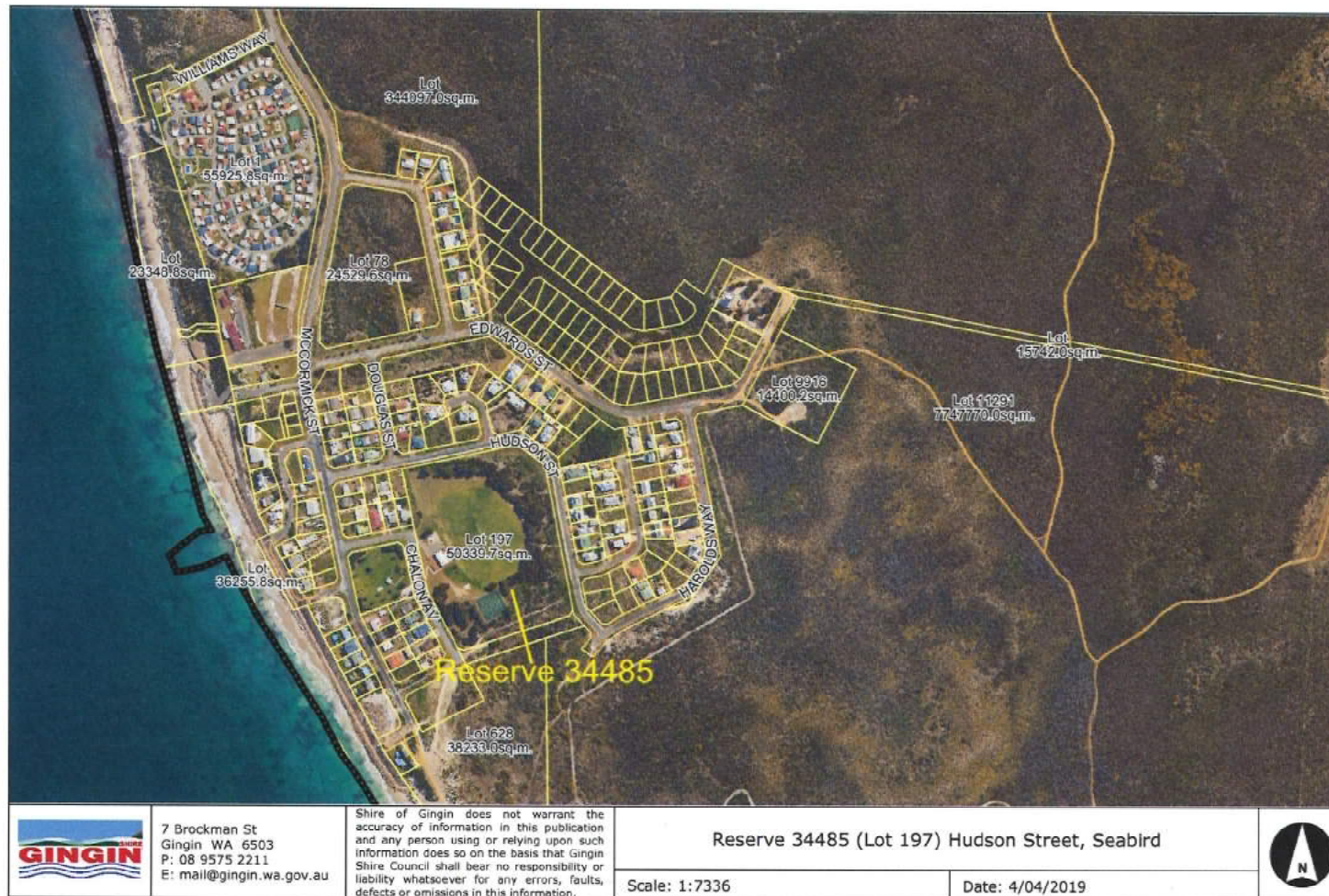
MOVED: Councillor Elgin

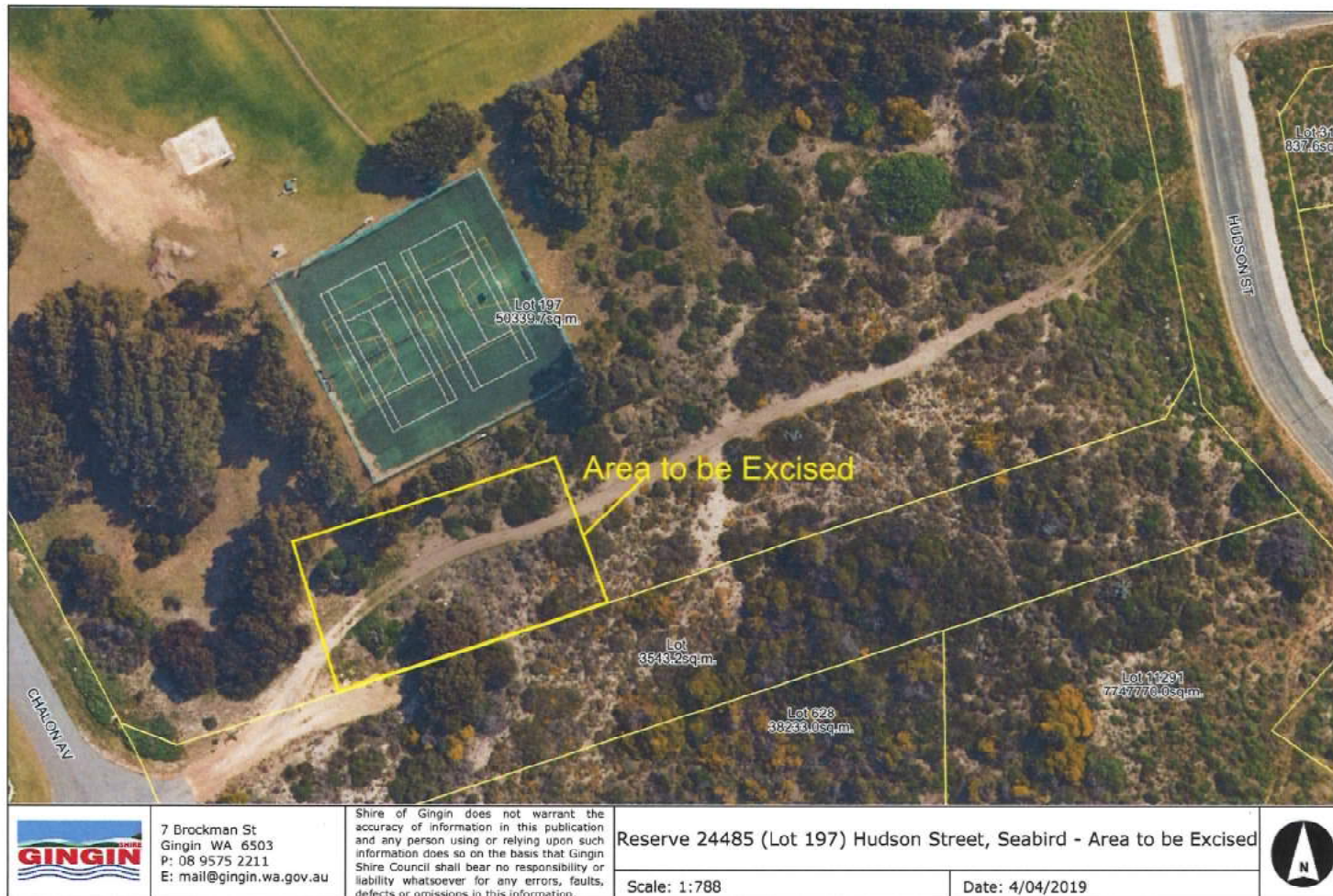
SECONDED: Councillor Johnson

That Council agree to the revocation of the current Vesting Order for Reserve 34485 (Lot 197) Hudson Street, Seabird, to be replaced by a new Management Order with the power to lease all or part of the Reserve for a period of up to 21 years.

CARRIED UNANIMOUSLY

APPENDIX 1





11.1.3 MANAGEMENT RESPONSIBILITY - RESERVES 50374 AND 50369 (LOT 282) EURAMBEEN COURT, GINGIN, (LOTS 285 AND 286) HONEYCOMB ROAD AND (LOT 284) MAWARRA DRIVE, GINGIN

File:	LND/102
Author:	Lee-Anne Burt – Governance Officer
Reporting Officer:	Aaron Cook – Chief Executive Officer
Report Date:	16 April 2019
Refer:	Nil
Appendices:	1. Location Plan and Aerial Image

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider a request from the Department of Planning, Lands and Heritage for confirmation that Council is willing to accept management responsibility for Reserves 50374 and 50369.

BACKGROUND

Correspondence has been received from the Department of Planning, Lands and Heritage (the Department), advising that Lots 282, 285 and 286 were ceded to the Crown as a result of a freehold subdivision. The above Lots were subsequently reserved for the purpose of Drainage and identified as Reserves 50374 and 50369.

The Department advises that it is now in the process of formalising tenure over the land, and seeks confirmation from Council that it is willing to accept management responsibility for the reserve.

Plans showing the location of the land in question are attached as **Appendix 1**.

COMMENT

A search of the property records held by Landgate has revealed that reserves 50374 and 50369, Lot's 282, 284, 285 and 286 was in fact created in 2009, and has remained as an unmanaged reserves for the past 10 years.

Although the Department's correspondence implies that, as an unvested facility, the reserve is considered to be under the control of the local government, information obtained from the Landgate website states that *...a reserve is not always placed under the care, control and management of a management body. Such reserves are known as unmanaged reserves and remain under the administration of the Minister for Lands.* This information is dated October 2018.

It would therefore appear that there is no obligation on Council to accept management responsibility for Reserve's 50374 and 50369 if it does not consider that management control would be of benefit to the Shire.

Reserve 50374 is located at the end of Lot 282 Eurambeen Court in the Drainage Easement. Reserve 50369 is located at the end of the properties lot 285 and 286 Honeycomb road and Lot 284 Mawarra drive in the Drainage Easement as well. Both Management Order's for the Reserves are held by the relevant Minister.

The Department advises that Reserve 50374 and 50369 have been set aside for the purpose of Drainage.

The Shire's Executive Manager Operations has assessed the property on Reserve 50374 and advises that the reserve is currently a fenced drainage retention basin which collects and holds stormwater from Mawarra Drive and Eurambeen Court in the Honeycomb Estate. The stormwater is held in the basin until such time as it seeps through the soil profile and recharges the water table. Reserve 50369 is currently drainage from the Honeycomb Estate discharges in to this reserve and then in to the existing creek line. There will be a requirement from time to time for the Shire to undertake drainage maintenance in this area to ensure that the stormwater is discharged in the correct manner.

In view of the above, it is considered that Council accept the management responsibility for Reserves 50374 and 50369 would be of benefit to the Shire of Gingin.

In the event that Council does wish to accept management responsibility for Reserve 50374 and 50369, then there may be costs involved in ongoing maintenance.

STATUTORY ENVIRONMENT

Land Administration Act 1997

Part 4 – Reserves

Section 46 – Care, control and management of reserves

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

If Council accepts management of the reserve the Shire will be required to maintain this area which will an operating cost that will be budgeted for although annual maintenance costs are expected to be contained within current budget allocations.

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>N/A</i>
Key Service Areas	<i>N/A</i>
Priorities	<i>N/A</i>

VOTING REQUIREMENTS – SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

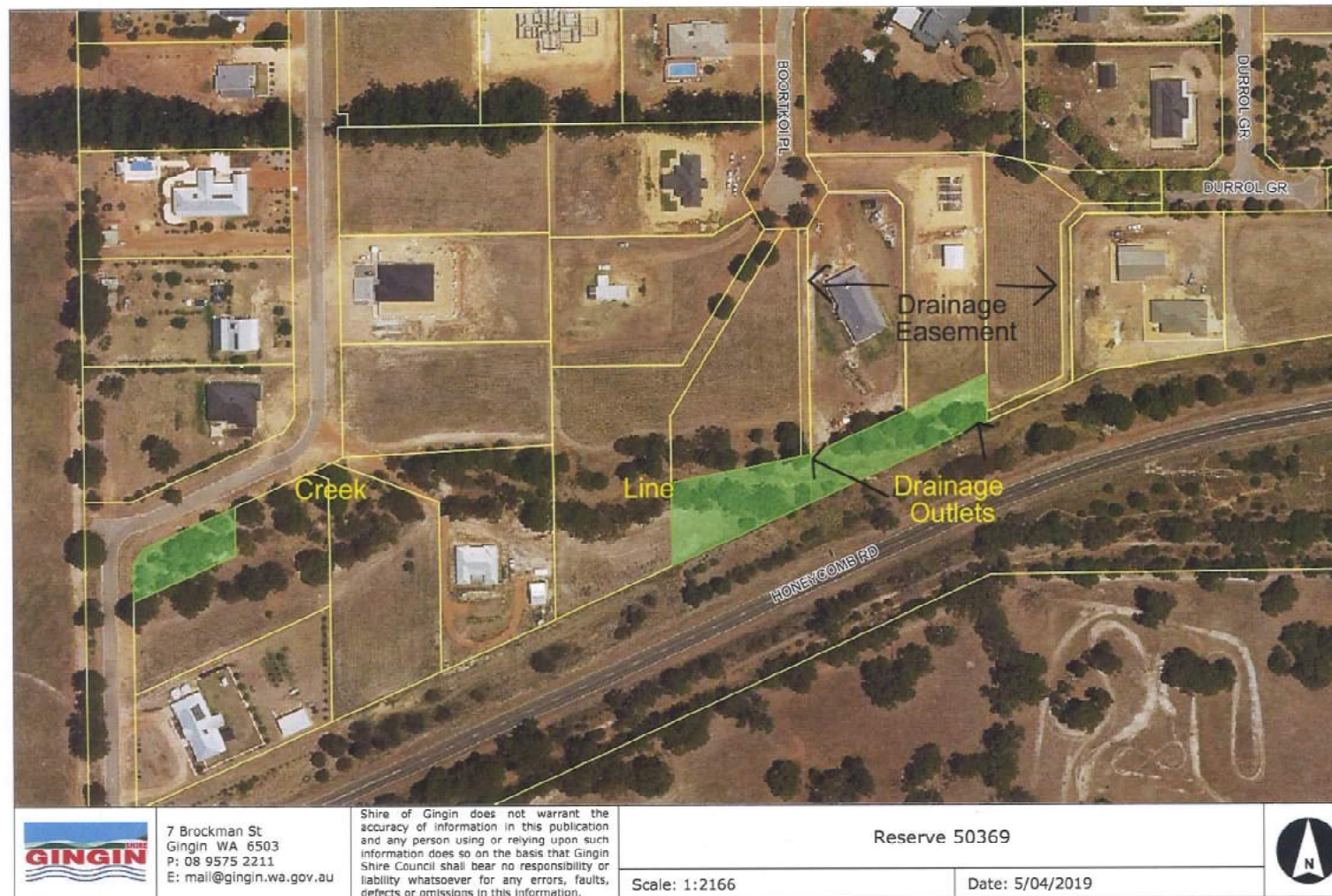
MOVED: Councillor Rule

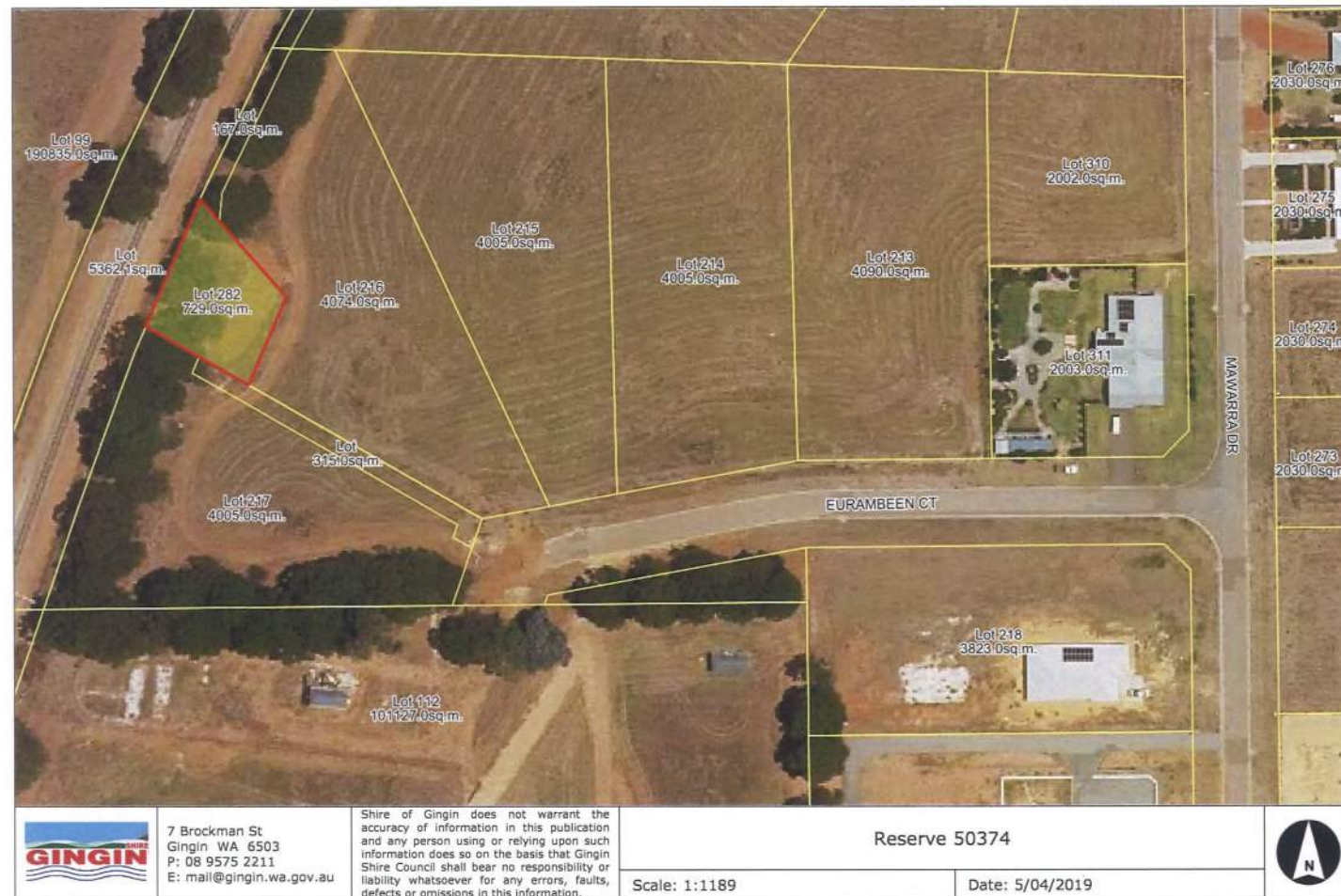
SECONDED: Councillor Elgin

That Council advise the Department of Planning, Lands and Heritage that it will accept management responsibility for Reserve 50374 which is Lot 282 Eurambeen Court, Gingin and Reserve 50369 (Lots 285 and 286) Honeycomb Rd, Gingin and (Lot 284) Mawarra Drive, Gingin.

CARRIED UNANIMOUSLY

APPENDIX 1





11.1.4 GINGIN MEDICAL CENTRE

Location:	Lot 600 (1) Lily King Place, Gingin
File:	A5554; BLD/3294
Reporting Officer:	Aaron Cook – Chief Executive Officer
Report Date:	16 April 2019
Refer:	Nil
Appendices:	1. Policy 3.9 Purchasing and Ordering of Goods

DISCLOSURES OF INTEREST

Nil

PURPOSE

For Council to:

1. Note unbudgeted expenditure incurred as a result of the Shire of Gingin taking over direct control of the Gingin Medical Centre;
2. Retrospectively endorse execution of the Deed of Agreement for the handover of the Gingin Medical Centre from Smit Family Trust to the Shire of Gingin by the Shire President and Chief Executive Officer, including affixing of the Common Seal; and
3. Amend Council Policy 3.9 Purchasing and Order of Goods to include a purchasing limit for the position of Medical Centre Practice Manager.

BACKGROUND

Elected Members would be aware that a priority to resolve the current Medical Centre Occupancy Agreement was directed to the Chief Executive Officer (CEO) and that this was to be resolved via calling for Expressions of Interest (EOI).

As it was anticipated that this project may be contentious, the CEO met separately with Dr Smit and Dr Conradie in July 2018 to discuss a number of matters, including ensuring that both were aware of the impending EOI process and of Council's desire for both to participate in the process.

A draft EOI document was prepared in late 2018 and presented to Council for approval at the Council meeting held on 19 February 2019. Prior to this, a letter was hand delivered to both doctors on 15 February 2019 informing them that the item was being presented to Council for consideration, with a view to progressing the EOI process.

Council approved the document at its February 2019 meeting and the call for expressions of interest was advertised on 6 March 2019 in *The West Australian* newspaper and on social media outlets.

On 1 March 2019 the CEO received a letter from Dr Smit's lawyer making comment regarding the EOI document and process. This correspondence was provided to the Shire's legal advisors. Further advice was received from Dr Smit's lawyer on 8 March advising that the current Occupancy Agreement was to be terminated as at 29 March 2019. This further advice was also provided to the Shire's legal advisors, with a request that a Termination Agreement be prepared for consideration and acceptance by both parties. This agreement was subsequently provided to Dr Smit's lawyer on 15 March 2019.

At the Concept Forum held on 5 March 2019, Council formed a working party consisting of Councillors Collard (Shire President), Rule, Morton and Court and the CEO to deal with the Medical Centre issues. The Working Party has been working closely with Dr Conradie throughout this process to progress the re-establishment of the Medical Practice after 29 March 2019.

As part of the handover agreement, Dr Smit requested payment from the Shire for the provision of patient medical files in both hard copy and electronic format (medical files). This request, along with other matters that needed to be resolved to re-establish the Medical Centre took substantial time to facilitate and involved a significant amount of further involvement by legal advisors in order to reach a resolution. Discussions with the Shire's legal advisors included reference to the fact that the payment request gave no recognition to the free rent provided by the Shire for the premises for 15 years, subsidising by the Shire of operating expenses over that period and the fact that many of the records were created by Dr Conradie as the Shire's employee. However, ultimately, on 4 April 2019 the agreement was settled with the Shire paying Dr Smit \$20,000 for the handover of medical files and the signing over to the Shire of telephone lines, internet subscription and post office box.

This agreement was facilitated with the involvement of Council's appointed Working Group and, whilst the \$20,000 paid was more than the amount proposed during Concept Forum discussions, it was ultimately agreed to in the interests of providing continued access to medical services for the community.

A copy of the electronic medical files were received on the morning of 5 April 2019 and was subsequently installed on the system and data checked. It should be noted, however, that even after the passing of the agreed date and time for settlement of all requirements as specified in the Deed of Agreement, the Shire has been forced to liaise with the providers for internet and phone services in order to have accounts transferred to the Shire of Gingin. The CEO, CEO's Executive Assistant, Coordinator Assets/Projects and the Shire's IT Support Officer have all needed to devote significant portions of their time to resolve these issues to ensure the re-opening of the Medical Centre in a timely fashion.

The Medical Centre re-opened on 9 April 2019. At the time of writing, officers were working through several other back-end issues with the software that were restricting the Shire's ability to bill Medicare and receive results for patients into the system. However, it is expected that these will be resolved prior to the Council meeting.

COMMENT

The resolution of this matter has necessitated a significant amount of unbudgeted expenditure by the Shire of Gingin apart from the \$20,000 payment for access to patient records and signing over of access to essential services.

A significant amount of equipment owned by Dr Smit's practice was removed from the Medical Centre following termination of the Occupancy Agreement. The Working Group was therefore required to consider the purchase of replacement items necessary to enable a medical service to operate from the premises, as listed in the table below. In addition, the Shire has also been required to purchase and/or subscribe to an internet service, phone system and the Medical Centre post office box at the Gingin Post Office.

With respect to Medical Centre staff, the CEO has met with existing staff members to discuss the situation, and they have been offered temporary employment with the Shire of Gingin in order to ensure continued service provision. As such there will be additional wages paid by the Shire during the period to provide the service level required.

An additional expense that was not expected is for additional IT support to ensure that the back-end of the system is facilitated to enable the billing of Medicare and provision of patient results directly to the practice. At this stage it is unknown what this additional expense will total but an estimate is potentially \$1,500.

UNBUDGETED EXPENDITURE ITEMS

ITEMS	COST
Medical Files Payment to Dr Smit	\$20,000
IT Support - Est	\$1,500
Legal Fees – Est	\$5,500
Medical Supplies Purchase	\$7,200
IT Hardware and Software – Est	\$2,500
Subscriptions Internet, Phones Etc – Est to the end of the financial year	\$350 Per month Total End of Year \$1,050
Direct Wages and Super costs Med Centre Administrative Staff - Est	\$2,000 per week Total End of Year \$6,000

The costs that have been incurred to date have been discussed with the Shire President and Working Group and have been required to facilitate the opening of the Centre to the general public on the target date of 9 April 2019.

As part of the Mid-Year Budget Review process, a new Medical Centre Operating Account has been created and funded using surpluses identified as part of the review process. It is proposed that the unbudgeted expenditure incurred as a result of the Shire taking over direct control of the Medical Centre, and expenses associated with running the practice until the end of the current financial year, will be funded from this account.

The Mid-Year Budget Review is the subject of a separate report to Council at this meeting, and the unbudgeted expenditure associated with the Gingin Medical Centre will be dealt with as part of that report.

A formal Council resolution is also required to retrospectively endorse the execution of the Deed of Agreement for the handover of the Medical Centre (circulated separately to Councillors for their information). This agreement was signed by the Shire President and CEO and required affixing of the Shire of Gingin Common Seal.

Given that Gingin Medical Centre staff are now being directly employed by the Shire of Gingin, they are required to conduct their duties in accordance with the Shire's policies and procedures. With respect to purchasing, Council's Policy 3.9 Purchasing and Ordering of Goods provides all staff members with a minimal purchasing limit of \$100. However, it is considered appropriate to provide the Practice Manager with a higher purchasing limit in order to facilitate the day to day operations of the Centre.

To that end, it is recommended that Council amend Policy 3.9 to provide a purchasing limit of \$3,000 to the position of Gingin Medical Centre Practice Manager. An amended version of Policy 3.9 is provided as **Appendix 1** for Council's consideration.

STATUTORY ENVIRONMENT

Part 9 – Miscellaneous provisions
Division 3 – Documents
Section 9.49A – Execution of documents

POLICY IMPLICATIONS

Support for the officer's recommendation will result in amendment of Policy 3.9 Purchasing and Ordering of Goods.

BUDGET IMPLICATIONS

It is expected that the total cost to the Shire of taking over direct control of the Gingin Medical Centre and running the practice until the end of the current financial year will be in the vicinity of \$43,750 including GST (where applicable).

As part of the 2018/19 Mid-Year Budget Review (which forms the subject of a separate report to Council at this meeting), it is proposed to create a new Medical Centre Operating Account, to be funded by savings identified as part of the budget review process.

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2017-2027

Focus Area	<i>Community Wellbeing</i>
Objective	<i>1 – To support the Shire of Gingin community to be inclusive, vibrant, healthy and safe through the Shire's service delivery</i>
Outcome	<i>1.3 Healthy and Safe Our community has access to quality health and community safety programs, services and initiatives that promote resilience.</i>
Key Service Areas	<i>General Practitioner</i>
Priorities	<i>1.3.1 Advocate improved access to medical services.</i>

VOTING REQUIREMENTS – SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Rule

SECONDED: Councillor Johnson

That Council:

- 1. Note that unbudgeted expenditure incurred as a result of the Shire of Gingin assuming direct control of the Gingin Medical Centre will be formalised as part of the 2018/19 Mid-Year Budget Review which forms a separate report to this meeting;**
- 2. Retrospectively endorse execution by the Shire President and Chief Executive Officer of the Deed of Agreement for the Handover of the Gingin Medical Centre, including affixing of the Common Seal; and**
- 3. Adopt amended Policy 3.9 Purchasing and Ordering of Goods as shown at Appendix 1, incorporating a purchasing limit of \$3,000 for the Gingin Medical Centre Practice Manager.**

CARRIED UNANIMOUSLY

APPENDIX 1



POLICY MANUAL

POLICY 3.9 PURCHASING AND ORDERING OF GOODS

OBJECTIVE

To clearly specify which members of staff are authorised to issue purchase orders on behalf of the Shire of Gingin and up to what value such purchase orders can relate in accordance with Policy 3.10 Purchasing.

POLICY

That the officers referenced below be authorised to issue orders for the purchase of goods and services relating to the operation of Council as follows:

Up to the value of \$100	All staff unless specified otherwise by this policy.
Up to the value of \$500	PA to Chief Executive Officer Community Services and Events Officer Governance Officer PA to Executive Manager Planning and Development Corporate Communications and Marketing Officer Coordinator Corporate Planning Assistant Building Surveyor/Administration Support Coordinator Ranger Services Aquatic Centre Manager Upper Coastal Maintenance Officer Lower Coastal Maintenance Officer Gingin/Lower Coastal Maintenance Officer Building Maintenance Officer Operations-Construction Support Officer PA to Executive Manager Corporate and Community Services Environmental Health Support Officer
Up to the value of \$3,000	Manager Guilderton Caravan Park Manager IT Services Townsite Maintenance Supervisor (Upper Coastal/Lower Coastal) Townsite Maintenance Coordinator (Gingin/Lower Coastal) Coordinator Corporate Services Civil Engineering Intern Practice Manager Gingin Medical Centre

Up to the value of \$10,000	Principal Environmental Health Officer Community Emergency Services Manager Manager Statutory Planning Coordinator Community Development and Services Shire Mechanic/Depot Controller Coordinator Operations Coordinator Assets/Projects
Up to the value of \$50,000	Executive Manager Planning and Development Executive Manager Corporate and Community Services Executive Manager Operations
Up to the value of \$250,000	Chief Executive Officer

GOVERNANCE REFERENCES

Statutory Compliance	N/A
Industry Compliance	N/A
Organisational Compliance	N/A

POLICY ADMINISTRATION

Review Cycle	Bi-annual	Next Review	2017
Department	Financial Services		

Version	Decision Reference	Synopsis
1.	02/07/2002 – Item 10.6	Policy adopted
2.	16/11/2004 – Item 10.2.4	Assistant Works Supervisor and Swimming Pool Manager added
3.	20/01/09 – Item 11.2.4	Additional staff authorised to sign cheques
4.	07/07/2009 – Item 11.2.5	Administrative Assistant to CEO, Health/Building/Planning Administration Officer, Coastal Building and Parks Maintenance Officer and Head Gardener (Playground Inspector) added
5.	03/08/2010 – Item 11.1.2	Policy amended to reflect organisational restructure. Purchasing limits imposed.
6.	16/08/2011 – Item 11.2.2	Executive Manager Engineering Services' purchasing limit amended.
7.	18/10/2011 – Item 11.2.2	Executive Manager Health and Building Services' PA added, Parks and Gardens Supervisor deleted, Plant Mechanic purchasing limit amended
8.	17/07/2012 – Item 11.2.5	Authorisation for Maintenance Officers clarified. Reference to CEO deleted from "Up to Value of \$50,000". Reference to Councillors deleted.
9.	16/04/2013 – Item 11.1.4	Changes made to position titles to reflect organisational restructure. Purchasing authorisation to Shire President and Deputy Shire President for amounts greater than \$50,000 deleted.
10.	20/08/2013 – Item 11.1.3	Executive Manager Planning and Engineering Services replaced by Executive Manager Operations. Executive Manager Financial Services replaced by Executive Manager Corporate and Community Services. Executive Manager Planning and Engineering Services' PA replaced by PA to Planning. Works Manager deleted. Planning Officer deleted. Manager Statutory Planning and Manager Strategic Planning and Development included with limits of \$10,000. Purchasing limit for Shire Mechanic increased to \$5,000.

Version	Decision Reference	Synopsis
11.	20/08/2013 – Item 11.1.3	Executive Manager Planning and Engineering Services replaced by Executive Manager Operations. Executive Manager Financial Services replaced by Executive Manager Corporate and Community Services. Executive Manager Planning and Engineering Services' PA replaced by PA to Planning. Works Manager deleted. Planning Officer deleted. Manager Statutory Planning and Manager Strategic Planning and Development included with limits of \$10,000. Purchasing limit for Shire Mechanic increased to \$5,000.
12.	20/08/2013 – Item 11.1.3	Executive Manager Planning and Engineering Services replaced by Executive Manager Operations. Executive Manager Financial Services replaced by Executive Manager Corporate and Community Services. Executive Manager Planning and Engineering Services' PA replaced by PA to Planning. Works Manager deleted. Planning Officer deleted. Manager Statutory Planning and Manager Strategic Planning and Development included with limits of \$10,000. Purchasing limit for Shire Mechanic increased to \$5,000.
13.	21/01/2014 – Item 11.1.1	Organisational Development and Planning Officer added authorised to issue purchase orders up to the value of \$500. Environmental Health/Technical Officer and Manager Operations added and authorised to issue purchase orders up to the value of \$10,000. CEO's purchasing limit capped at \$250,000.
14.	12/11/2015 – NM9500	Position titles updated – Executive Support Officer to Community Development Officer, Organisational Planning and Development Officer to Coordinator Organisational Planning and Communication, PA to Planning to Health/Building Assistant, Ranger's Administration Officer to Coordinator Ranger Services, Environmental Health/Technical Officer to Environmental Health Officer, Manager Ranger Services to Community Emergency Services Manager and Community Development and Customer Services Officer to Coordinator Community Services.
15.	17/11/2015 – Item 11.1.7	Engineering Technical Officer added and authorised to issue purchase orders up to the value of \$500.00.
16.	21/06/2016 – Item 11.1.6	Manager IT added and authorised to issue purchase orders up to the value of \$3,000.
17.	18/10/2016 – Item 11.1.2	Manager Lancelin South End Caravan Park added with a purchasing limit of \$3,000.
18.	20/06/2017 – Item 11.1.3	Various amendments to positions and purchasing limits arising from organisational restructure.
19.	24/08/2017 – NM12174	\$500 purchasing limit for Integrated Planning and Business Improvement Officer deleted and replaced by \$500 purchasing limit for Coordinator Corporate Planning. \$2,000 purchasing limit for Coordinator Corporate Services deleted and replaced with \$3,000 purchasing limit in accordance with Council's resolution of 20/06/2017 (Item 11.1.3).
20.	15/01/2019 – NM14842	Various position titles amended to reflect organisational restructure.
21.	22/01/2019 – Item 11.1.3	Specify under "Objective" that purchasing must be in accordance with Policy 3.10 Purchasing. Add \$100 purchasing limit for all staff. Add \$500 for Environmental Health Support Officer. Add \$3,000 purchasing limit for Civil Engineering Intern. Add \$10,000 purchasing limit for Coordinator Operations and Coordinator Assets/Projects. Delete \$3,000 purchasing limit for Manager Lancelin South End Caravan Park and \$10,000 purchasing limit for Engineering Technical Officer.
22.	16/04/2019 – Item	Add purchasing limit of \$3,000 for Practice Manager Gingin Medical Centre

11.2. CORPORATE AND COMMUNITY SERVICES**11.2.1 MONTHLY FINANCIAL STATEMENT AND LIST OF PAID ACCOUNTS**

File:	FIN/25
Reporting Officer:	Kaye Lowes - Executive Manager Corporate & Community Services
Report Date:	16 April 2019
Refer:	Nil

DISCLOSURES OF INTEREST

Nil

COMMENT

The Statement of Financial Position for the period to 31 March 2019 is unavailable for consideration at this meeting due to redirection of staff resources to budget requirements and will be presented to the Ordinary Council meeting on 21 May 2019.

The List of Paid Accounts for the period to 31 March 2019 is presented in accordance with the following summary of activity:

PAYMENT TYPE	\$
Municipal	
EFT	1,207,322.97
Cheque	15,674.80
Direct Debit	141,105.74
Total (Municipal)	1,364,103.51
Trust	4,900
Bank Statement	
Bank Fees and Charges	3415.92
Wages and Salaries	269312.16
Police Licensing	59653.95
LA Office Rent	643.38
Total (Bank Statement)	333,025.41
TOTAL EXPENDITURE	1,697,128.92

A detailed payment schedule has been provided to Councillors and can be made available to the public for viewing 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

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Johnson **SECONDED:** Councillor Court

That Council endorse the List of Paid Accounts for the period ending 31 March 2019.

CARRIED UNANIMOUSLY

11.2.2 ANNUAL BUDGET REVIEW 2018/19

File:	FIN/25
Reporting Officer:	Kaye Lowes - Executive Manager Corporate & Community
Report Date:	16 April 2019
Refer:	Nil
Appendices:	1 Analysis of Budget Review 2. Net Current Asset Position 3. 2018/19 Detailed Budget Review

OFFICER INTEREST DECLARATION

Nil

PURPOSE

To consider and adopt the Budget Review as presented in the Statement of Financial Activity for the period 1 July 2018 to 31 December 2018.

BACKGROUND

Regulation 33A of the *Local Government (Financial Management) Regulations 1996* requires that local governments conduct a Budget Review between 1 January and 31 March in each financial year. A copy of the Review and determination is to be provided to the Department of Local Government, Sport and Cultural Enterprises within 30 days of adoption of the Review.

COMMENT

A comprehensive Budget Review has been undertaken by Officers between January and March 2019. The review is based on the Budget Variances as at 31 December 2018.

At its Special meeting to adopt the 2018/19 Budget on 17 July 2018, Council adopted a 10% (minimum \$10,000) threshold for the reporting of material variances when assessing statements of financial activity and the Annual Budget Review for the 2018/19 financial year.

As Council would be aware, the Shire's monthly statements of financial activity are reviewed and presented to Council on a regular basis. This Statutory Budget Review also considers and takes into account these monthly activity statements.

An analysis of the Budget Review (attached as **Appendix 1**) has identified the following variances summarised by Schedule with a nil overall Budget impact:

SURPLUS/DEFICIT BY PROGRAM

Schedule	Schedule Description	Total
Schedule 3	General Purpose Income Total	(\$68,580)
Schedule 4	Governance Total	(\$18,902)
Schedule 5	Law Order Public Safety Total	(\$127,115)
Schedule 6	Education and Welfare Total	(\$15,634)
Schedule 7	Health Total	(\$91,001)
Schedule 9	Housing Total	\$6,599
Schedule 10	Community Amenities Total	\$265,003
Schedule 11	Recreation and Culture Total	(\$172,395)
Schedule 12	Transport Total	(\$489,299)
Schedule 13	Economic Services Total	(\$44,541)
Schedule 14	Other Property and Services Total	\$192,686
Restricted Cash	Movement in Restricted Cash	\$837,705
Brought Forward	Movement in Brought Forward Balance	(\$404,563)
Depreciation Adjustments	Movements in Depreciation	\$4,751
Profit/Loss on Sale of Assets	Movements in Sale of Assets	\$2,012
Proceeds from Disposal of Assets	Plant and Equipment Sale Proceeds	\$123,274
	ESTIMATED NET SURPLUS/(DEFICIT)	0

Due to the above adjustments, the closing funds are projected to result in a nil budget variance. It should be noted that there are various movements in individual accounts that do not meet the material variance set by Council.

The table below represents movements within the Budget Review:

Budget Movements	Result Adopted Budget	Result Revised Budget	Variance
This total is the sum of operating revenue, operating expenditure, capital income and capital expenditure including rates	(\$6,090,997)	(\$5,686,434)	\$404,563
Surplus/(deficit) July 1 brought forward.	\$1,509,994	\$1,105,430	(\$404,563)
Surplus/(deficit) June 30 carried forward			\$0

*See Net Current Assets Summary – Movements within) attached as **Appendix 2**. **Appendix 2** also details various movements which occurred between the adoption of the 2018/19 Budget and the 1 July 2018 actual brought forward balance.

A detailed listing of proposed budget amendments including reserve transfers is attached as **Appendix 3**.

STATUTORY ENVIRONMENT

Local Government (Financial Management) Regulations 1996
Part 3 – Annual Budget
Reg. 33A – Review of budget

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Although various amendments are recommended there is no impact on the overall Budget resulting from this review.

STRATEGIC IMPLICATIONS

Nil

VOTING REQUIREMENTS – ABSOLUTE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION**MOVED: Councillor Johnson SECONDED: Councillor Peczka**

That Council adopt the Budget Review for the 2018/19 financial year as conducted in accordance with Regulation 33A of the *Local Government (Financial Management) Regulations 1996* and amend the budget as detailed in Appendix 3 including the following reserve transfers:

Account	Description	Adopted Budget	Variance	Amended Budget
21059705	Transfer to Shire Recreation Reserve	(\$3,989)	(\$23,989)	(\$20,000)
21059701	Transfers to Reserve Plant and Equipment	\$0	(\$69,556)	(\$69,556)
11369093	Transfer from Recreational Reserve	\$17,302	\$27,302	\$10,000
14269010	Transfer from Reserve Long Service Leave and Sick Leave	\$0	\$36,013	\$36,013
14369010	Transfer from Reserves Long Service Leave	\$0	\$38,699	\$38,699
14769122	Transfer from Land and Buildings Reserve	\$139,000	\$282,900	\$143,900
21069701	Transfer from Plant and Equipment Reserve	\$0	\$47,216	\$47,216

CARRIED BY ABSOLUTE MAJORITY
8-0

APPENDIX 1

Shire of Gingin 2018/19 Budget Review
1 July to 31 December 2018

	Adopted Annual Budget	Variance	Amended Annual Budget	Budget YTD	Actuals to 31/12/2019	Variance	Comments
OPENING FUNDING SURPLUS (DEFICIT)	\$1,509,994	-\$404,563	\$1,105,430	\$1,105,430	\$1,105,430		See appendix Net Current Assets Summary
REVENUE FROM OPERATING ACTIVITIES							
GENERAL PURPOSE FUNDING	\$1,121,521	\$230,400	\$1,351,921	\$675,942	\$714,591	21%	Increase recovery of debt collections costs
GENERAL PURPOSE FUNDING - RATES	\$7,937,123	-\$108	\$7,937,015	\$3,968,460	\$7,890,980	0%	
GOVERNANCE	\$50	\$1,257	\$1,307	\$648	\$1,257	2513%	Legal expenses recovered
LAW ORDER PUBLIC SAFETY	\$567,488	\$68,769	\$636,257	\$292,644	\$353,477	12%	Fire Mitigation Grant and Increase in Parking Fees
EDUCATION & WELFARE	\$105,500	-\$12,500	\$93,000	\$46,494	\$44,953	-12%	Aged Rent Income Budgetted higher than should have been
HEALTH	\$316,848	\$41,519	\$358,367	\$179,160	\$255,745	13%	Voluntary Fly Levy excess funds will be transferred to restricted cash at EOY
HOUSING	\$22,200	-\$1,500	\$20,700	\$10,344	\$12,629	-7%	
COMMUNITY AMENITIES	\$1,491,573	\$353,241	\$1,844,814	\$880,126	\$1,599,607	10%	Increase in Planning Income
RECREATION & CULTURE	\$234,708	\$6,008	\$240,716	\$120,300	\$72,999	3%	
TRANSPORT	\$179,057	\$81,493	\$260,550	\$130,266	\$224,052	46%	Increase in Direct Road Grant
ECONOMIC SERVICES	\$1,687,847	\$14,291	\$1,702,138	\$851,028	\$743,181	1%	
OTHER PROPERTY & SERVICES	\$280,550	\$302,580	\$583,130	\$101,520	\$234,004	37%	Increase in insurance reimbursements and Increase in profit on sale of assets
TOTAL REVENUE	\$13,944,465	\$685,447	\$14,629,912	\$7,346,982	\$12,137,475		
EXPENDITURE FROM OPERATING ACTIVITIES							
GENERAL PURPOSE FUNDING	-\$359,061	-\$256,531	-\$615,592	-\$307,764	-\$303,181	71%	Increase in Debt Collection Costs - Rates and Parking Fee bank charges
GOVERNANCE	-\$1,086,849	-\$19,659	-\$1,106,508	-\$553,120	-\$577,838	2%	
LAW ORDER PUBLIC SAFETY	-\$1,526,634	-\$187,378	-\$1,714,012	-\$839,243	-\$790,193	12%	Allocation of plant costs - fire vehicles
EDUCATION & WELFARE	-\$213,405	-\$3,134	-\$216,539	-\$110,769	-\$106,282	1%	
HEALTH	-\$808,727	-\$133,919	-\$942,646	-\$420,977	-\$370,630	17%	Set up costs associated with the transfer of the medical centre to the Shire of Gingin
HOUSING	-\$40,509	\$8,099	-\$32,410	-\$17,129	-\$10,195	-20%	Reduced costs - 3 Fewster Street Gingin
COMMUNITY AMENITIES	-\$2,788,662	\$110,730	-\$2,677,933	-\$1,332,368	-\$1,009,804	-4%	
RECREATION & CULTURE	-\$3,233,764	-\$59,384	-\$3,293,148	-\$1,668,614	-\$1,820,514	2%	
TRANSPORT	-\$4,475,577	-\$8,841	-\$4,484,418	-\$2,243,824	-\$1,142,329	0%	
ECONOMIC SERVICES	-\$1,466,484	-\$53,381	-\$1,519,864	-\$759,717	-\$644,996	4%	
OTHER PROPERTY & SERVICES	-\$612,528	\$116,532	-\$495,996	-\$271,465	-\$607,744	-19%	Staff movements
TOTAL EXPENSES	-\$16,612,200	-\$486,865	-\$17,099,065	-\$8,525,090	-\$7,383,707		
OPENING ACTIVITIES EXCLUDED FROM BUDGET							
ADJUST BACK DEPRECIATION	\$4,333,416	\$4,751	\$4,338,167	\$2,166,996	\$1,552,793	0%	
ADJUST (PROFIT)/LOSS ON ASSET DISPOSALS	\$119,132	\$2,012	\$121,144	\$43,062	\$42,205	2%	
ADJUST PROVISIONS AND ACCRUALS		-\$69,909	-\$69,909	-\$34,944	-\$47,703		
AMOUNT ATTRIBUTABLE TO OPERATING ACTIVITIES	\$1,784,813	\$135,437	\$1,920,250	\$997,006	\$6,301,064		
INVESTING ACTIVITIES							
NON-OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS	\$5,006,278		\$5,006,278	\$2,503,116	\$1,908,727	0%	
PROCEEDS FROM DISPOSAL OF ASSETS	\$128,455	\$123,274	\$251,729	\$90,810	\$35,000	96%	Sale of plant
PURCHASE LAND HELD FOR RESALE							
PURCHASE LAND AND BUILDINGS	-\$857,307	-\$178,994	-\$1,036,300	-\$518,130	-\$263,785	21%	Cemetery land purchase, Repairs to Guilderton Store, Repairs to Key Biscayne Gazebo
PURCHASE INFRASTRUCTURE ASSETS - ROADS	-\$4,705,611	-\$673,985	-\$5,379,597	-\$2,365,086	-\$865,579	14%	Works bfwd as per Council resolution
PURCHASE INFRASTRUCTURE ASSETS - PARKS	-\$676,540	-\$80,636	-\$757,176	-\$383,538	-\$233,416	13%	Hinchcliffe Lookout carpark & pathway as per Council resolution
PURCHASE PLANT AND EQUIPMENT	-\$1,479,675	\$38,569	-\$1,441,106	-\$694,854	-\$29,615	-3%	
PURCHASE FURNITURE AND EQUIPMENT	-\$106,880	-\$9,100	-\$115,980	-\$57,978	-\$19,070	9%	
PURCHASE FOOTPATHS	-\$200,000	\$34,991	-\$165,009	-\$82,500	-\$106,600	-17%	Transfer to fund Hinchcliffe Lookout carpark & pathway works as per Council resolution
PURCHASE OTHER INFRASTRUCTURE	-\$54,000	\$1,031	-\$52,969	-\$26,478	-\$30,241	-2%	
PURCHASE INFRASTRUCTURE SEWERAGE	-\$400,000		-\$400,000	-\$199,998		0%	
AMOUNT ATTRIBUTABLE TO INVESTING ACTIVITIES	-\$3,345,280	-\$754,850	-\$4,100,130	-\$1,734,636	\$395,352		
FINANCING ACTIVITIES							
PROCEEDS FROM NEW DEBENTURES	\$455,740		\$455,740	\$227,862		0%	
PROCEEDS FROM SELF-SUPPORTING LOANS	\$6,353		\$6,353	\$3,174		0%	
TRANSFERS TO RESERVES (RESTRICTED ASSETS)	-\$173,602	-\$89,556	-\$263,158	-\$86,756	-\$27,239	52%	Sale of plant OGG & Transfer to Recreation Reserve as per Council resolution
TRANSFERS FROM RESERVES (RESTRICTED ASSETS)	\$540,958	\$275,828	\$816,786	\$384,762		51%	Staff Leave taken funded by Reserve, plant movements as per plant committee and Council resolutions, L&B purchases and repairs as per Council Resolutions
REPAYMENT OF DEBENTURES	-\$205,446		-\$205,446	-\$102,696	-\$101,441	0%	
SELF-SUPPORTING LOANS RAISED	-\$55,740		-\$55,740	-\$27,864		0%	
PROCEEDS FROM ADVANCES	\$11,986		\$11,986	\$5,988	\$5,902	0%	
RESTRICTED CASH	-\$529,777	\$837,705	\$307,928	\$91,344	\$15,091	-158%	Roadworks BFW & Hinchcliffe Lookout carpark & pathway as per Council resolution
AMOUNT ATTRIBUTABLE TO FINANCING ACTIVITIES	\$50,472	\$1,023,977	\$1,074,449	\$485,814	-\$107,687		
CLOSING FUNDING SURPLUS(DEFICIT)	-\$0	\$0	-\$0	\$853,614	\$7,694,159		

APPENDIX 2

NET CURRENT ASSET POSITION						
Current Assets	Actual YTD (18/19)	Balance Forwarded	Adopted Budget	Amended Budget	Variance	Comments
CURRENT ASSETS						
Cash - Unrestricted	4,865,990	87,251	9,477	87,251	-77,774	End of year transfers from Reserves
Cash - Restricted Reserves	3,534,888	3,507,648	3,600,710	3,507,648	93,062	End of year transfers
Cash - Restricted General	760,906	760,906	750,212	760,906	-10,694	Minor variance
Rates - Current	2,959,004	1,098,376	744,743	1,098,376	-353,633	Penalty interest included in rates income
Sundry Debtors	248,061	805,936	1,185,533	805,936	379,597	Penalty interest included in rates income
Inventories	21,379	30,494	30,494	30,494	0	No impact
Total Current Assets:	12,390,228	6,290,611	6,321,169	6,290,611	30,558	
LESS: CURRENT LIABILITIES						
Payables	-165,555	-652,090	-645,008	-652,090	7,082	Offset by reduction in cash
Employee Provisions	-947,900	-995,603	-547,117	-995,603	448,486	Movements between current and non-current employee provisions
Accrued Interest on Loans	0	-29,840	0	-29,840	29,840	End of year allocation adjustments
Long Term Borrowings (Current)	-104,003	-205,444	-205,444	-205,444	0	No impact
Total Current Liabilities:	-1,217,458	-1,882,977	-1,397,569	-1,882,977	485,408	
Total	11,172,770	4,407,634	4,923,600	4,407,634	515,966	
Less: Cash - Restricted Reserves	-3,534,888	-3,507,648	-3,600,711	-3,507,648	-93,063	End of year transfers
Less: Loans Receivable (Current)	0	0	-18,339	0	-18,339	Movements between current & non-current loans
Add: Current Portion of Debentures	104,003	205,444	205,444	205,444	0	Movements between current & non-current loans
NET CURRENT ASSET POSITION	7,741,885	1,105,430	1,509,994	1,105,430	404,564	

APPENDIX 3

Shire of Gingin 2018/19 Detailed Budget Review
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Description			Original Budget BFWD Balance	Actual BFWD Balance	Variance	
Brought forward balance			-\$1,509,994	-\$1,105,430	-\$404,563	Refer to Net Current Asset Summary
TOTAL BFWD			-\$1,509,994	-\$1,105,430	-\$404,563	
COA	Description	Original Annual Budget	Actuals to 31/12/2018	Current Budget	Variance	Explanation
03010005	Grv - Townsites 8.5169	-\$2,451,971	-\$2,451,971	-\$2,451,971	\$0	No Variance
03010006	Grv - Other 8.5169	-\$1,309,871	-\$1,309,871	-\$1,309,871	\$0	No Variance
03010010	Uv - Rural 0.4960	-\$1,349,224	-\$1,349,224	-\$1,349,224	\$0	No Variance
03010015	Uv - Other 0.4960	-\$13,888	-\$13,888	-\$13,888	\$0	No Variance
03010018	Uv - Intensive 0.8821	-\$564,368	-\$564,368	-\$564,368	\$0	No Variance
03010025	Grv - Townsites @ \$1017	-\$884,790	-\$884,790	-\$884,790	\$0	No Variance
03010026	Grv - Other @ \$1017	-\$730,206	-\$730,206	-\$730,206	\$0	No Variance
03010030	Uv - Rural @ \$1285	-\$458,745	-\$458,745	-\$458,745	\$0	No Variance
03010035	Uv - Other @ \$1285	-\$29,555	-\$29,555	-\$29,555	\$0	No Variance
03010038	Uv - Intensive @ \$2285	-\$212,505	-\$212,505	-\$212,505	\$0	No Variance
03010045	Interim Rates	-\$20,000	\$3,878	-\$20,000	\$0	No Variance
03010046	Interims - Back Rates	-\$2,000	\$21,359	-\$2,000	\$0	No Variance
03010060	Uv - Ex Gratia Rates	-\$5,000	\$0	-\$4,892	-\$108	Minor Variance (under \$5,000)
03010065	Pensioner Rates Interest	-\$2,000	-\$2,444	-\$2,444	\$444	Minor Variance (under \$5,000)
03010070	Plus Non Pay Penalty Interest	-\$98,000	-\$67,539	-\$98,000	\$0	No Variance
03010072	Instalment Admin Charge Income	-\$22,000	-\$19,875	-\$19,875	-\$2,125	Minor Variance (under \$5,000)
03010073	Instalment Interest	-\$29,000	-\$28,575	-\$28,575	-\$425	Minor Variance (under \$5,000)
03010077	Rate Incentive Scheme	\$5,000	\$4,410	\$4,410	\$590	Minor Variance (under \$5,000)
03010078	Concession - Intensive	\$95,000	\$88,906	\$95,000	\$0	No Variance
03010084	Grants Commission Local Roads Grant	-\$370,000	-\$197,331	-\$370,000	\$0	No Variance
03010085	Grants Commission General Purpose Grant	-\$410,521	-\$217,686	-\$410,521	\$0	No Variance
03014010	Interest (Municipal Fund)	-\$50,000	-\$37,355	-\$69,908	\$19,908	Increased interest income
03014020	Interest (Reserve Fund)	-\$65,000	-\$27,239	-\$63,240	-\$1,760	Minor Variance (under \$5,000)
03017240	Recovery Of Legal Costs - Debt Collection	-\$65,000	-\$193,365	-\$278,767	\$213,767	Offsets legal expenses due to debt collection
03017300	Rates Pre Paid	-\$15,000	\$72,407	-\$15,000	\$0	No Variance
04115010	Donations/Contributions	-\$50	\$0	-\$50	\$0	No Variance
04115015	Legal Expenses Recovered	\$0	-\$1,257	-\$1,257	\$1,257	Minor Variance (under \$5,000)
05112400	Fines & Penalties	-\$20,000	-\$6,000	-\$20,000	\$0	No Variance
05115010	Contrib To Firebreak/Maintenance	-\$11,000	\$909	-\$8,806	-\$2,194	Minor Variance (under \$5,000)
05115016	ESL - Admin Reimbursement	-\$5,380	-\$4,260	-\$4,260	-\$1,120	Minor Variance (under \$5,000)
05115017	ESL - Operating Grant	-\$185,182	-\$84,909	-\$185,182	\$0	No Variance
05115020	CESM Reimbursement - DFES	-\$277,376	-\$39,358	-\$103,820	-\$173,556	Only CESM DFES Reimbursements - Original Budget included DFES reimbursement for BRPC which was reallocated to 5115025
05115021	MAF Mitigation Funding - Operating Grant	\$0	\$0	-\$50,873	\$50,873	MAF Mitigation Funding
05115025	BRPC Reimbursement - DFES	\$0	-\$173,556	-\$173,556	\$173,556	Only CESM DFES Reimbursements - Original Budget included DFES reimbursement for BRPC which was reallocated to 5115025
05117010	Other income/Standpipe Water Sales	-\$4,500	-\$74	-\$4,500	\$0	No Variance
05117020	Wildfire Reimbursements (DFES)	-\$2,500	\$0	-\$2,500	\$0	No Variance
05211010	Dog Registrations	-\$20,000	-\$16,406	-\$20,000	\$0	No Variance
05211020	Cat Registrations	-\$2,000	-\$1,356	-\$2,000	\$0	No Variance
05212400	Fines/Penalties - Dogs	-\$3,000	-\$1,000	-\$3,000	\$0	No Variance
05212410	Pound/Sustenance Fees/Rangers Fees	-\$1,500	-\$1,623	-\$3,000	\$1,500	Minor Variance (under \$5,000)
05212430	Animal Trap Fee	-\$350	-\$273	-\$350	\$0	No Variance
05212500	Fines/Penalties - Cats	-\$200	\$0	-\$200	\$0	No Variance
05312400	Orv Fines & Penalties	-\$100	\$0	-\$100	\$0	No Variance

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05312410	Fines Enforcement Charges Other	-\$20,000	-\$13,749	-\$20,000	\$0	No Variance
05312420	Final Demand Administration Fee	-\$2,000	-\$793	-\$2,000	\$0	No Variance
05317001	Other Fines	-\$400	\$0	-\$400	\$0	No Variance
05317005	Parking Fines	-\$12,000	-\$11,030	-\$31,710	\$19,710	Increased income
06213005	Community Bus Charges	-\$1,500	-\$1,622	-\$2,000	\$500	Minor Variance (under \$5,000)
06213010	Aged Persons Rents & Reimbursements - Gingin	-\$12,000	-\$6,548	-\$12,000	\$0	No Variance
06213015	Aged Persons Rents & Reimbursements - Lancelin	-\$92,000	-\$36,783	-\$79,000	-\$13,000	Reduction in rent received as a result of rental review
07113005	Patient Fees	-\$220,000	-\$118,591	-\$220,000	\$0	No Variance
07411010	Licences	-\$38,025	-\$40,502	-\$39,539	\$1,514	Minor Variance (under \$5,000)
07413010	Other Income	-\$1,500	-\$350	-\$525	-\$975	Minor Variance (under \$5,000)
07610005	Fly Control - Voluntary Levy	-\$55,323	-\$93,302	-\$93,302	\$37,979	Offsets Fly control expenditure including employee costs
07613020	Legal Expenses Recovered	\$0	-\$3,000	-\$3,000	\$3,000	Minor Variance (under \$5,000)
07717010	Other Income/Insurance Claims	-\$2,000	\$0	-\$2,000	\$0	No Variance
09113000	Staff Housing Rentals	-\$4,000	-\$2,730	-\$4,000	\$0	No Variance
09213000	Other Housing Rentals & Reimbursements	-\$18,200	-\$9,899	-\$16,700	-\$1,500	Minor Variance (under \$5,000)
10113010	Refuse Removal Charges	-\$773,737	-\$790,185	-\$795,000	\$21,263	Increase in rubbish collection services
10113015	Refuse/Asbestos Removal - Gst	\$0	\$277	\$350	-\$350	Minor Variance (under \$5,000)
10113020	Waste Management Fee	-\$540,956	-\$552,075	-\$553,000	\$12,044	Increase in interim rates raised
10113022	Tip Fees/Charges Gingin	-\$15,300	-\$23,072	-\$40,000	\$24,700	Increased tip fees
10113023	Tip Fees/Charges Seabird	-\$15,300	-\$6,502	-\$20,000	\$4,700	Minor Variance (under \$5,000)
10113024	Tip Fees/Charges Lancelin	-\$16,300	-\$21,256	-\$35,000	\$18,700	Increase in tip fees received
10113028	Jetty Bin Removal	-\$4,500	-\$1,231	-\$4,500	\$0	No Variance
10113030	Tip Pass Charges	-\$1,000	-\$561	-\$1,000	\$0	No Variance
10212400	Litter Fines	-\$500	-\$200	-\$500	\$0	No Variance
10311010	Waste Removal Licences	-\$480	-\$246	-\$480	\$0	No Variance
10317020	Septic Tank Application	-\$5,000	-\$3,304	-\$5,000	\$0	No Variance
10317030	Septic Tank Inspection Fees	-\$5,000	-\$2,574	-\$5,000	\$0	No Variance
10517002	Coastal Hazard Risk Management Plan Grant	-\$15,000	\$0	-\$15,000	\$0	No Variance
10517004	Coastal Erosion - Voluntary Levy	\$0	-\$115,655	\$0	\$0	Voluntary Coastal Erosion Levy funds
10517005	Drum Muster	-\$2,000	\$0	-\$2,000	\$0	No Variance
10517010	Abandoned Vehicles	-\$500	\$0	-\$500	\$0	No Variance
10613010	Planning Fees	-\$80,000	-\$77,759	-\$155,000	\$75,000	Increase in major planning applications
10613025	Advertising - Reimbursements	-\$3,000	-\$674	-\$1,348	-\$1,652	Minor Variance (under \$5,000)
10613030	Fines/Penalties	-\$10,000	\$0	-\$3,333	-\$6,667	Minor Variance (\$5,000-\$9,999)
10713010	Cemetery Charges	-\$2,500	-\$4,388	-\$8,002	\$5,502	Minor Variance (\$5,000-\$9,999)
10713020	Memorial Plaques	-\$500	-\$202	-\$500	\$0	No Variance
11113010	Woodridge Hall Hire	-\$4,000	-\$91	-\$4,000	\$0	No Variance
11113015	Sovereign House Hall Hire	-\$400	\$0	-\$400	\$0	No Variance
11113020	Granville Civic Centre Hire	-\$2,600	-\$2,042	-\$2,600	\$0	No Variance
11113030	Guilderton Hall Hire	-\$1,200	\$0	-\$600	-\$600	Minor Variance (under \$5,000)
11113040	Lancelin Hall Hire	-\$260	\$0	-\$126	-\$134	Minor Variance (under \$5,000)
11213010	Recreation Site Fees	-\$7,280	\$0	-\$7,280	\$0	No Variance
11213015	RBFS Grant - Boat Launch Facility - Planning Study	-\$69,491	\$0	-\$69,491	\$0	No Variance
11312400	Fines - Caravan Parks Camping Grounds Act	-\$2,500	-\$300	-\$2,500	\$0	No Variance
11313034	GG Aquatic Centre - Royal Lifesaving Contribution & Swimming Lesson Income	-\$6,000	\$0	\$0	-\$6,000	Minor Variance (\$5,000-\$9,999)
11313035	GG Swimming Pool Admissions	-\$53,000	-\$28,573	-\$60,115	\$7,115	Minor Variance (\$5,000-\$9,999)
11313036	GG Swimming Pool Other Income Contribution To Works	-\$10,000	\$0	-\$10,000	\$0	No Variance
11313037	GG Swimming Pool Kiosk Income	-\$19,000	-\$4,842	-\$17,765	-\$1,235	Minor Variance (under \$5,000)
11313060	Public Open Space Hire Fees	-\$300	-\$95	-\$150	-\$150	Minor Variance (under \$5,000)

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11315019	Grant Funding- Trails Master Plan	-\$15,000	-\$17,400	-\$17,400	\$2,400	Minor Variance (under \$5,000)
11315075	Lancelin - Mobile Tower Leases Lancelin Comm Sporting Club In	\$0	-\$3,306	-\$3,306	\$3,306	Minor Variance (under \$5,000)
11315081	Gingin Shire Suite of Events Income	-\$33,200	-\$15,000	-\$33,200	\$0	No Variance
11317022	Triathlon Registration Fees	-\$6,000	-\$145	-\$7,500	\$1,500	Minor Variance (under \$5,000)
11317023	Triathlon Grants and Sponsorship	-\$2,000	\$0	-\$2,000	\$0	No Variance
11317150	Loan 012 - WA Cutting Horse Advance Interest Repayment	-\$146	-\$87	-\$146	\$0	No Variance
11317157	Loan 015 - Guilderton Bowling Club Advance Interest Repayment	-\$1,831	-\$992	-\$1,831	\$0	No Variance
11517010	Reimbursements-Lost Books	-\$300	-\$74	-\$163	-\$137	Minor Variance (under \$5,000)
11618400	History Book Sales	-\$200	-\$52	-\$143	-\$57	Minor Variance (under \$5,000)
12215055	Government Road Grants Direct - Direct	-\$114,057	-\$194,458	-\$194,458	\$80,401	Originally budgeted on reduced funding as per 2017/18
12215084	Fees from Parking Meters	-\$65,000	-\$29,594	-\$65,000	\$0	No Variance
12317500	Profit On Sale Of Assets	\$0	\$0	-\$1,092	\$1,092	Minor Variance (under \$5,000)
13113121	Loan 103 - Gingin Sale Yards S/S Interest Payment - Sale Fees	-\$288	\$0	-\$288	\$0	No Variance
13211010	Caravan Park Registrations	-\$3,645	-\$4,514	-\$4,514	\$869	Minor Variance (under \$5,000)
13213011	Office/Vehicle/Equip Lease	-\$12,000	-\$5,909	-\$12,000	\$0	No Variance
13213020	Guilderton Caravan Park Chalets	-\$325,000	-\$135,726	-\$325,000	\$0	No Variance
13213030	Guilderton Caravan Park Camp Sites	-\$1,100,000	-\$501,136	-\$1,100,000	\$0	No Variance
13213050	Guilderton Caravan Park Laundry Wash Mch.	-\$3,000	-\$1,273	-\$3,000	\$0	No Variance
13213058	Gas Sales	-\$1,000	-\$470	-\$1,000	\$0	No Variance
13213059	Hire/Sales Other	-\$100	\$0	-\$100	\$0	No Variance
13213065	Guilderton Caravan Park Refunded Fees	\$6,000	\$4,106	\$7,830	-\$1,830	Minor Variance (under \$5,000)
13215100	Lancelin South Caravan Park Long Term Tenancy Income	\$0	\$605	\$1,000	-\$1,000	Minor Variance (under \$5,000)
13215170	Northern Growth Alliance Grant	-\$2,949	\$0	-\$2,949	\$0	No Variance
13217018	Seniors Week Grant - COTA	-\$1,000	-\$975	-\$975	-\$25	Minor Variance (under \$5,000)
13311010	Building Licences & Fees	-\$42,000	-\$30,405	-\$46,000	\$4,000	Increase in building fees
13311020	Other Bldg/sign Fees With Gst	-\$1,500	-\$750	-\$1,500	\$0	No Variance
13611010	Extract Indus. Licence	-\$7,640	-\$6,112	-\$6,112	-\$1,528	Minor Variance (under \$5,000)
13713001	GG - Old Granville Building Lease & reimbursements	-\$22,000	-\$17,182	-\$38,000	\$16,000	Old Granville Building Lease - CU@Park
13713011	Gingin Railway Station - Lease income	-\$8,690	\$0	-\$2,795	-\$5,895	Minor Variance (\$5,000-\$9,999) - Lease with CRC
13713016	LA - South End Caravan Park Lease & Reimbursements	-\$60,000	\$0	-\$60,000	\$0	No Variance
13713019	LA - Optus Mobile Tower (Sporting Complex)	-\$13,300	\$0	-\$13,300	\$0	No Variance
13713020	LA - Wangaree Centre (DADAA) - Lease & Reimbursements	-\$7,800	-\$5,441	-\$11,500	\$3,700	Minor Variance (under \$5,000)
13713034	LA - Lot 501 Gingin Rd (Lancelin Beach Hotel Alfresco Area Lease)	-\$2,675	\$0	-\$2,675	\$0	No Variance
13713035	WD - Verge Cafe Woodridge Hall Lease & Reimbursements	-\$15,600	-\$6,239	-\$15,600	\$0	No Variance
13713046	GU - Telstra Mobile Tower Lease Lot 232 Wedge St	-\$5,460	\$0	-\$5,460	\$0	No Variance
13713047	GU - Guilderton Store 1 Dewar St Lease & Reimbursements	-\$55,000	-\$28,529	-\$55,000	\$0	No Variance
13713062	Rural - Telstra Mobile Tower Lease R31781 Nilgen	-\$3,200	-\$3,231	-\$3,200	\$0	No Variance
14116010	Private Works-general	-\$9,000	-\$402	-\$9,000	\$0	No Variance
14116050	Miscellaneous Plant Hire	-\$50	\$0	-\$50	\$0	No Variance
14210090	Grants and Contributions	\$0	-\$1,364	-\$1,364	\$1,364	Minor Variance (under \$5,000)
14210091	Training/Scholarship Income	\$0	-\$1,906	-\$3,811	\$3,811	Minor Variance (under \$5,000)
14217500	Profit On Sale Of Assets	\$0	\$0	-\$32,511	\$32,511	Profit on asset disposals - OGG

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14217550	Sale of Assets Furniture & Equipment	\$0	-\$1,186	-\$1,186	\$1,186	Minor Variance (under \$5,000)
14417030	Diesel Fuel Rebate Grant	-\$43,000	-\$16,159	-\$43,000	\$0	No Variance
14617010	Reimbursements Workers Compensation	-\$20,000	-\$5,521	-\$10,000	-\$10,000	Reduced workers compensation claims
14707000	Suspense-General	\$0	\$0	\$0	\$0	No Variance
14707001	Suspense-Building	\$0	-\$395	\$0	\$0	No Variance
14707002	Suspense- Debtors	\$0	\$0	\$0	\$0	No Variance
14707004	Short Term Bonds-Bus - Hall - Trap	\$0	-\$1,350	\$0	\$0	No Variance
14707005	Suspense - Planning Fees	\$0	-\$1,715	\$0	\$0	No Variance
14707010	Police Licencing	\$0	\$203	\$0	\$0	No Variance
14707020	Bctf Levy	\$0	-\$23,735	\$0	\$0	No Variance
14707025	Builders Registration Bd Levy	\$0	-\$4,357	\$0	\$0	No Variance
14713013	Leases/Rentals With Gst	\$0	\$0	-\$3,000	\$3,000	Minor Variance (under \$5,000)
14717010	Guilderton Store Reimbursement	\$0	\$0	-\$3,636	\$3,636	Minor Variance (under \$5,000)
14717050	Extra Mass Vehicle Permits	-\$7,500	-\$3,825	-\$7,500	\$0	No Variance
14717105	Reimbursements & Other Charges	\$0	-\$4,064	-\$8,128	\$8,128	Minor Variance (\$5,000-\$9,999)
14717106	Reimbursements & Other Charges With GST	-\$71,000	-\$23,918	-\$71,000	\$0	No Variance
14717110	Vehicle Licencing Commission	-\$65,000	-\$25,328	-\$60,286	-\$4,714	Minor Variance (under \$5,000)
14717112	Transwa Commission	\$0	-\$18	-\$48	\$48	Minor Variance (under \$5,000)
14717115	Photocopying Fees	\$0	-\$55	-\$55	\$55	Minor Variance (under \$5,000)
14717120	Information Fees	-\$15,000	-\$6,780	-\$12,525	-\$2,475	Minor Variance (under \$5,000)
14717125	Other Minor Charges	\$0	\$0	-\$786	\$786	Minor Variance (under \$5,000)
14717136	Insurance Reimbursements	-\$50,000	-\$102,130	-\$115,243	\$65,243	Increase in insurance claims
TOTAL REVENUE		-\$13,944,465	-\$12,137,475	-\$14,629,912	\$685,447	
03012208	Loan Guarantee Fee - Treasury	\$16,500	\$8,454	\$16,594	-\$94	Minor Variance (under \$5,000)
03012209	Bank Charges - No Gst	\$2,000	\$1,697	\$3,395	-\$1,395	Minor Variance (under \$5,000)
03012210	Bank Charges With Gst	\$27,500	\$27,908	\$55,816	-\$28,316	Increase in merchant fees due to parking meters
03012235	Valuation Expenses	\$24,000	\$1,433	\$24,000	\$0	No Variance
03012236	Rates printing/postage	\$16,000	\$14,234	\$16,019	-\$19	Minor Variance (under \$5,000)
03012240	Legal Costs	\$50	\$0	\$50	\$0	No Variance
03012245	Title/Company Searches	\$810	\$0	\$810	\$0	No Variance
03012260	Legal Costs - Debt Collection	\$65,000	\$139,384	\$278,767	-\$213,767	Offset by recovery of legal costs
03017050	Administration Allocated	\$183,268	\$98,117	\$196,233	-\$12,965	Non cash allocation
03017051	Administration Allocated	\$23,933	\$11,954	\$23,908	\$25	Minor Variance (under \$5,000)
04102240	Legal Expenses	\$50,000	\$27,860	\$50,000	\$0	No Variance
04103101	Council Chambers	\$3,000	\$1,924	\$3,500	-\$500	Minor Variance (under \$5,000)
04107050	Administration Allocated	\$368,294	\$194,076	\$388,153	-\$19,859	Allocation of admin costs
04107110	Travelling	\$13,000	\$7,100	\$13,000	\$0	No Variance
04107113	Meeting Attendance Fees	\$79,000	\$41,420	\$79,000	\$0	No Variance
04107115	Conference/Training Expenses	\$27,190	\$11,003	\$27,190	\$0	No Variance
04107120	Election Expenses	\$20,000	\$0	\$20,000	\$0	No Variance
04107125	President's Allowance	\$16,000	\$8,000	\$16,000	\$0	No Variance
04107126	Deputy President's Allowance	\$4,000	\$2,000	\$4,000	\$0	No Variance
04107128	IT Allowance	\$18,544	\$9,090	\$18,544	\$0	No Variance
04107130	Refreshments/Receptions	\$40,000	\$18,969	\$40,000	\$0	No Variance
04107131	Clean Up Australia Day	\$510	\$0	\$510	\$0	No Variance
04107132	Anzac Day	\$4,635	\$0	\$4,635	\$0	No Variance
04107134	Shire Golf Day	\$3,200	\$2,500	\$2,500	\$700	Minor Variance (under \$5,000)
04107135	Members-Naturalis. Ceremonies	\$350	\$266	\$350	\$0	No Variance
04107136	Kids Program	\$3,360	\$991	\$3,360	\$0	No Variance
04107150	Subscriptions	\$40,234	\$31,352	\$40,234	\$0	No Variance

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04107156	Discretionary Sponsorship Fund	\$1,500	\$0	\$1,500	\$0	No Variance
04107160	Public Relations	\$4,365	\$1,906	\$4,365	\$0	No Variance
04107161	Shire Website Development	\$14,820	\$8,260	\$14,820	\$0	No Variance
04107163	Northern Growth Alliance	\$5,000	\$5,000	\$5,000	\$0	No Variance
04107165	Other Expenses	\$2,000	\$805	\$2,000	\$0	No Variance
04107170	Reconciliation Action Plan	\$6,304	\$0	\$6,304	\$0	No Variance
04108320	Depreciation Furniture	\$320	\$771	\$320	\$0	No Variance
04202225	Audit Fees - Governance - Compliance	\$47,563	\$17,675	\$47,563	\$0	No Variance
04207050	Administration Allocated	\$313,660	\$186,870	\$313,660	\$0	No Variance
05100000	CESM Salaries	\$101,953	\$48,902	\$101,953	\$0	No Variance
05100001	CESM Overtime approved by DFES	\$0	\$5,093	\$0	\$0	No Variance
05100002	CESM Availability Allowance DFES 100% costs	\$10,000	\$5,431	\$10,000	\$0	No Variance
05100003	CESM Annual Leave Taken	\$8,936	\$6,431	\$8,936	\$0	No Variance
05100006	CESM Long Service Leave Taken	\$2,471	\$0	\$0	\$2,471	Minor Variance (under \$5,000)
05100007	CESM Superannuation	\$14,334	\$8,455	\$14,334	\$0	No Variance
05100008	CESM Workers Compensation Insurance	\$3,539	\$3,894	\$3,894	-\$355	Minor Variance (under \$5,000)
05100009	CESM Uniform	\$800	\$0	\$800	\$0	No Variance
05100010	CESM Training	\$2,000	\$0	\$2,000	\$0	No Variance
05100011	CESM Vehicle Operating Costs GG005	\$20,000	\$8,227	\$20,000	\$0	No Variance
05100012	CESM Mobile phone expenditure	\$1,800	\$440	\$1,000	\$800	Minor Variance (under \$5,000)
05101000	BRPC Salaries	\$111,590	\$42,018	\$100,000	\$11,590	only portion of the year here
05101003	BRPC Annual Leave Taken	\$10,086	\$0	\$10,086	\$0	No Variance
05101006	BRPC Long Service Leave Taken	\$3,458	\$0	\$3,458	\$0	No Variance
05101007	BRPC Superannuation	\$10,601	\$0	\$10,601	\$0	No Variance
05101008	BRPC Workers Compensation Insurance	\$4,500	\$4,951	\$4,951	-\$451	Minor Variance (under \$5,000)
05101009	BRPC Travel Allowance	\$1,445	\$0	\$1,445	\$0	No Variance
05101010	BRPC Training	\$0	\$0	\$600	-\$600	Minor Variance (under \$5,000)
05101011	BRPC Vehicle Operating Costs 1GNI256	\$23,096	\$4,590	\$23,096	\$0	No Variance
05101012	BRPC Mobile phone expenditure	\$8,780	\$3,049	\$8,780	\$0	No Variance
05103105	Land & Building Maintenance - ESL	\$24,411	\$15,771	\$24,411	\$0	No Variance
05103110	Gingin Fire Station	\$0	\$0	\$0	\$0	No Variance
05103310	Seabird Fire Shed	\$0	\$258	\$0	\$0	No Variance
05103835	Ledge Point Fire Shed	\$0	\$622	\$0	\$0	No Variance
05104000	Fire Vehicles	\$60,000	\$83,102	\$199,500	-\$139,500	Allocation of plant costs associated with new fire vehicles
05104009	Toyota Forward Control GG09	\$750	\$0	\$750	\$0	No Variance
05104100	Fire Trailers	\$510	\$56	\$510	\$0	No Variance
05106105	Insurance	\$56,094	\$25,125	\$38,429	\$17,665	Actuals to be transferred for fire vehicle insurance from sub program 144
05107025	Firebreaks - Private Works	\$12,000	\$0	\$8,236	\$3,764	Minor Variance (under \$5,000)
05107030	ESL General Plant & Equipment Mtce	\$0	\$0	\$0	\$0	No Variance
05107040	Shire Fire Fighting/Firebreaks Non ESL (General Ledger)	\$41,782	\$31,066	\$41,782	\$0	No Variance
05107044	Two Way/Portable Radios	\$0	\$1,050	\$1,050	-\$1,050	Minor Variance (under \$5,000)
05107045	Personal Protective Clothing/Equipment	\$27,851	\$9,131	\$24,000	\$3,851	Minor Variance (under \$5,000)
05107047	Utilities Rates and Services	\$1,415	\$1,136	\$3,200	-\$1,785	Minor Variance (under \$5,000)
05107050	Other Goods & Services - ESL	\$18,229	\$2,180	\$18,229	\$0	No Variance
05107055	Plant Purchases < \$1200	\$2,000	\$952	\$2,000	\$0	No Variance
05107060	Standpipes	\$3,462	\$608	\$3,462	\$0	No Variance
05107062	Wildfire Expenditure (DFES)	\$0	\$0	\$0	\$0	No Variance
05107066	Disposal Offset Account - Fire Vehicles	\$0	\$35,000	\$35,000	-\$35,000	Disposal of fire vehicles

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05107080	Fire Signs	\$900	\$615	\$900	\$0	No Variance
05107090	Aerial Inspections	\$20,000	\$0	\$10,000	\$10,000	Transfer \$10,000 to 14259110 Computer Systems for Altus Inspections software as per resolution OM20180918 item 11.5.1
05107150	Administration Allocated	\$110,845	\$50,201	\$110,845	\$0	No Variance
05107400	Loss On Sale Of Assets	\$0	\$35,615	\$35,615	-\$35,615	Loss on asset disposals
05108300	Depreciation Buildings	\$17,805	\$14,323	\$17,805	\$0	No Variance
05108310	Depreciation Plant	\$243,300	\$73,284	\$243,300	\$0	No Variance
5108320	Depreciation Infrastructure Other	\$0	\$3,033	\$4,005	-\$4,005	Minor Variance (under \$5,000)
05207010	Dog Control	\$1,000	\$2,663	\$1,000	\$0	No Variance
05207015	Dog Pound - Gingin	\$1,000	\$1,700	\$2,000	-\$1,000	Minor Variance (under \$5,000)
05207020	Cat Control	\$910	\$24	\$886	\$24	Minor Variance (under \$5,000)
05207040	Advertising - Animal Control	\$200	\$0	\$200	\$0	No Variance
05207050	Administration Allocated	\$7,584	\$4,518	\$7,584	\$0	No Variance
05208300	Depreciation Buildings	\$140	\$78	\$140	\$0	No Variance
05300000	Ranger Salaries	\$234,402	\$142,922	\$253,781	-\$19,379	Increase in Shift loading requirements and administration costs - funded by savings in planning Salaries & Wages budget
05300120	Annual Leave Taken	\$21,219	\$0	\$21,219	\$0	No Variance
05300125	Long Service Leave Accrued	\$5,869	\$0	\$5,869	\$0	No Variance
05300130	Superannuation Rangers	\$29,196	\$16,171	\$32,971	-\$3,775	Minor Variance (under \$5,000)
05302100	Ranger Uniforms	\$2,500	\$869	\$2,500	\$0	No Variance
05302105	Employee Gratuity	\$0	\$294	\$294	-\$294	Minor Variance (under \$5,000)
05302106	Mobile Telephone Expenses	\$4,500	\$782	\$1,600	\$2,900	Minor Variance (under \$5,000)
05302150	Recruitment Expenses	\$500	\$0	\$500	\$0	No Variance
05304062	4 Wheel Motor Bike GG062	\$1,200	\$159	\$500	\$700	Minor Variance (under \$5,000)
05304070	Ranger Utility GG070	\$20,000	\$10,194	\$20,000	\$0	No Variance
05304073	Ranger Utility GG073	\$22,000	\$12,442	\$22,000	\$0	No Variance
05304074	Ranger Utility GG074	\$22,000	\$10,188	\$22,000	\$0	No Variance
05307010	Rural Watch Scheme	\$1,020	\$0	\$500	\$520	Minor Variance (under \$5,000)
05307020	Other Expenses	\$10,425	\$9,215	\$10,711	-\$286	Minor Variance (under \$5,000)
05307030	Staff Training/Conferences	\$3,500	\$1,005	\$3,500	\$0	No Variance
05307040	Law Enforcement Contribution	\$8,500	\$0	\$8,200	\$300	Minor Variance (under \$5,000)
05307042	Fines Enforcement Charges	\$7,500	\$3,802	\$7,500	\$0	No Variance
05307046	Advertising - Public Law & Order	\$500	\$0	\$500	\$0	No Variance
05307047	Local Emergency Management Committee (LEMC)	\$1,500	\$0	\$700	\$800	Minor Variance (under \$5,000)
05307048	Stock - Sustenance Expenses	\$500	\$0	\$167	\$333	Minor Variance (under \$5,000)
05307050	Administration Allocated	\$110,213	\$47,869	\$110,213	\$0	No Variance
05307400	Loss On Sale Of Assets	\$26,798	\$0	\$26,798	\$0	No Variance
05308310	Depreciation Plant	\$912	\$518	\$912	\$0	No Variance
05308320	Depreciation Furniture	\$303	\$172	\$303	\$0	No Variance
06103111	Old Road Board/Playgroup	\$5,570	\$1,844	\$5,570	\$0	No Variance
06107020	GG School (Includes Chaplain Project)	\$11,500	\$3,500	\$11,500	\$0	No Variance
06107035	LA Primary School	\$7,000	\$7,000	\$7,000	\$0	No Variance
06107040	Youth Engagement/Development Strategy	\$0	\$0	\$0	\$0	No Variance
06107050	Administration Allocated	\$15,168	\$10,634	\$15,168	\$0	No Variance
06108300	Depreciation Buildings	\$612	\$1,988	\$612	\$0	No Variance
06203104	Seniors Units - Gingin	\$22,430	\$6,452	\$22,430	\$0	No Variance
06203106	Seniors Units - Lancelin	\$34,050	\$22,620	\$34,050	\$0	No Variance
06203107	Seniors Units - LA Long Term Mtce to R/Cash	\$5,500	\$0	\$5,500	\$0	No Variance

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06203110	Red Cross Building Maintenance	\$500	\$350	\$500	\$0	No Variance
06203115	LA 423 Walker Avenue - (30)	\$350	\$4,784	\$0	\$350	Minor Variance (under \$5,000)
06203116	Wangaree Community Centre	\$11,550	\$2,283	\$12,150	-\$600	Minor Variance (under \$5,000)
06203500	Community Bus Shed	\$500	\$0	\$350	\$150	Minor Variance (under \$5,000)
06204005	Community Bus GG007	\$10,000	\$2,999	\$10,000	\$0	No Variance
06205005	Lancelin Community Bus	\$2,040	\$2,000	\$2,000	\$40	Minor Variance (under \$5,000)
06205015	Youth Services	\$19,171	\$0	\$22,245	-\$3,074	Minor Variance (under \$5,000)
06207050	Administration Allocated	\$15,168	\$9,036	\$15,168	\$0	No Variance
06208300	Depreciation Buildings	\$52,296	\$30,792	\$52,296	\$0	No Variance
07100000	Salaries	\$151,631	\$88,993	\$151,094	\$537	Minor Variance (under \$5,000)
07100120	Annual Leave Taken	\$17,191	\$5,696	\$17,191	\$0	No Variance
07100125	Long Service Leave Accrued	\$2,096	\$0	\$2,096	\$0	No Variance
07100129	Sick Leave Taken	\$0	\$537	\$537	-\$537	Minor Variance (under \$5,000)
07100130	Superannuation	\$10,813	\$9,047	\$18,000	-\$7,187	Minor Variance (\$5,000-\$9,999)
07102250	Fringe benefit tax	\$0	\$3,594	\$7,188	-\$7,188	Minor Variance (\$5,000-\$9,999)
07103000	Additional Doctor - Support	\$88,000	\$47,993	\$111,000	-\$23,000	Increasing costs for doctors surgery??
07103010	Additional Doctor - Workers Comp Insurance	\$4,465	\$4,679	\$4,679	-\$214	Minor Variance (under \$5,000)
07103110	Medical Ctr Maintenance	\$18,736	\$6,415	\$114,463	-\$95,727	Set up costs associated with the transfer of the medical centre to the Shire of Gingin
07107030	Medical Supplies	\$0	\$0	\$0	\$0	No Variance
07107050	Administration Allocated	\$44,083	\$13,138	\$44,083	\$0	No Variance
07107090	Loan 100 Gingin Medical Ctr Interest Payment	\$11,635	\$966	\$6,574	\$5,061	Minor Variance (\$5,000-\$9,999)
07108300	Depreciation Buildings	\$13,240	\$8,194	\$13,240	\$0	No Variance
07400000	Salaries	\$105,248	\$53,752	\$101,664	\$3,584	Minor Variance (under \$5,000)
07400120	Annual Leave Taken	\$10,306	\$1,837	\$10,306	\$0	No Variance
07400125	Long Service Leave Accrued	\$2,850	\$9,227	\$12,077	-\$9,227	Minor Variance (\$5,000-\$9,999)
07400129	Sick Leave Taken	\$0	\$1,618	\$3,584	-\$3,584	Minor Variance (under \$5,000)
07400130	Superannuation	\$10,832	\$6,884	\$10,832	\$0	No Variance
07400132	Uniforms	\$500	\$596	\$596	-\$96	Minor Variance (under \$5,000)
07402106	Mobile Telephone Expenses	\$480	\$213	\$407	\$73	Minor Variance (under \$5,000)
07402107	Subscriptions	\$700	\$300	\$300	\$400	Minor Variance (under \$5,000)
07402230	Advertising Health Local Laws	\$500	\$0	\$500	\$0	No Variance
07402250	Fringe Benefits Tax	\$7,531	\$3,766	\$7,531	\$0	No Variance
07404001	Vehicle Expenses 5GG	\$12,000	\$6,575	\$12,000	\$0	No Variance
07404002	Vehicle Expenses 8GG	\$0	\$3,625	\$3,625	-\$3,625	Minor Variance (under \$5,000)
07407010	Training/Conferences	\$3,000	\$0	\$3,000	\$0	No Variance
07407025	Noise Survey Costs	\$1,000	\$0	\$500	\$500	Minor Variance (under \$5,000)
07407030	Other Expenses	\$7,000	\$472	\$3,600	\$3,400	Minor Variance (under \$5,000)
07407040	Develop and maintain Local Health Plan	\$25,000	\$0	\$25,000	\$0	No Variance
07407050	Administration Allocated	\$120,733	\$50,274	\$120,733	\$0	No Variance
07407055	Health Allocation Fly Control	-\$20,000	\$0	-\$20,000	\$0	No Variance
07407056	Health Allocation Waste	-\$70,000	\$0	-\$70,000	\$0	No Variance
07600121	Fly Control Annual Leave	\$5,417	\$0	\$5,417	\$0	No Variance
07600125	Fly Control Long Service Leave	\$1,498	\$0	\$1,498	\$0	No Variance
07600130	Fly Control Superannuation	\$5,694	\$1,783	\$5,694	\$0	No Variance
07600145	Fly Control Uniforms	\$350	\$84	\$350	\$0	No Variance
07602250	Fringe Benefit Tax	\$0	\$842	\$1,684	-\$1,684	Minor Variance (under \$5,000)
07607000	Fly Control Insurance	\$936	\$981	\$981	-\$45	Minor Variance (under \$5,000)
07607010	Analytical Expenses	\$1,500	\$1,209	\$1,500	\$0	No Variance
07607020	Fly Control	\$55,323	\$40,879	\$55,323	\$0	No Variance

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07607025	Fly Control - Management Costs	\$20,000	-\$17,023	\$20,000	\$0	No Variance
07607050	Administration Allocated	\$22,745	\$9,503	\$22,745	\$0	No Variance
07704096	Community Medical Transfer Vehicle GG096	\$6,000	\$0	\$1,000	\$5,000	Less expenditure than anticipated
07707009	St John Ambulance New Building Earthworks	\$75,000	\$0	\$75,000	\$0	No Variance
07707010	Ambulance Services	\$24,840	\$511	\$25,200	-\$360	Minor Variance (under \$5,000)
07707045	Community Transport Initiative	\$2,000	\$449	\$2,000	\$0	No Variance
07707050	Administration Allocated Other Health	\$7,392	\$2,830	\$7,392	\$0	No Variance
07708300	Depreciation Buildings	\$462	\$189	\$462	\$0	No Variance
09103005	Residence - Ceo	\$8,630	\$3,448	\$8,630	\$0	No Variance
09103010	Residence - 3 Fewster St	\$0	\$0	\$0	\$0	No Variance
09103025	Residence - 4 Fewster Street	\$9,400	\$1,902	\$9,400	\$0	No Variance
09103030	Residence - 37A Lefroy Street	\$7,100	\$3,352	\$7,100	\$0	No Variance
09203015	Housing Other - 3 Fewster Street	\$15,379	\$1,493	\$7,280	\$8,099	Minor Variance (\$5,000-\$9,999)
10105000	Salaries	\$140,000	\$0	\$140,000	\$0	No Variance
10105110	Refuse Site Gingin	\$137,721	\$66,684	\$137,721	\$0	No Variance
10105130	Refuse Site Seabird	\$233,335	\$109,525	\$233,335	\$0	No Variance
10105150	Refuse Site Lancelin	\$172,500	\$56,590	\$172,500	\$0	No Variance
10105165	Waste Management Plan	\$20,000	\$18,554	\$20,000	\$0	No Variance
10105170	Recycling Stations	\$20,500	\$9,062	\$20,500	\$0	No Variance
10107010	Gingin Domestic Removals	\$37,137	\$13,576	\$37,137	\$0	No Variance
10107020	Guilderton Domestic Removals	\$57,739	\$21,108	\$57,739	\$0	No Variance
10107030	Seabird Domestic Removals	\$13,418	\$4,905	\$13,418	\$0	No Variance
10107040	Ledge Point Domestic Removals	\$54,757	\$20,018	\$54,757	\$0	No Variance
10107050	Lancelin Domestic Removals	\$123,068	\$44,990	\$123,068	\$0	No Variance
10107055	Rural Residential Removals	\$104,093	\$38,053	\$104,093	\$0	No Variance
10107060	Commercial Bin Removal	\$26,701	\$9,761	\$26,701	\$0	No Variance
10107070	Rural Domestic Removals	\$9,488	\$3,468	\$9,488	\$0	No Variance
10107080	Green Waste Kerbside Mulching Contract	\$25,000	\$0	\$25,000	\$0	No Variance
10107090	Street/Park Bins Removal	\$32,764	\$6,082	\$32,764	\$0	No Variance
10107091	Jetty Bins Removal	\$15,000	\$4,800	\$12,000	\$3,000	Minor Variance (under \$5,000)
10107092	Litter Control	\$8,625	\$3,217	\$8,625	\$0	No Variance
10107096	Waste Site Loan Contribution - Fernview	\$27,399	\$0	\$27,399	\$0	No Variance
10107100	Loan 111 - Landfill Site Interest Payment	\$30,195	\$3,786	\$18,752	\$11,443	Accrued interest
10107150	Administration Allocated	\$157,815	\$53,661	\$157,815	\$0	No Variance
10207015	Green Waste Kerbside Pick Up	\$2,700	\$0	\$2,700	\$0	No Variance
10207050	Public Conveniences	\$192,740	\$65,201	\$192,740	\$0	No Variance
10207150	Administration Allocated	\$41,708	\$16,968	\$41,708	\$0	No Variance
10208300	Depreciation Buildings	\$3,980	\$2,045	\$3,980	\$0	No Variance
10307050	Administration Allocated	\$18,494	\$7,864	\$18,494	\$0	No Variance
10507002	Coastal Hazard Risk Management Plan (expenditure)	\$25,000	\$8,885	\$25,000	\$0	No Variance
10507004	Coastal Hazard Risk Management CHRMP Gingin and Dandaragan	\$7,365	\$0	\$7,365	\$0	No Variance
10507005	Drum Muster	\$2,000	\$0	\$2,000	\$0	No Variance
10507006	Coastal Monitoring	\$0	\$6,528	\$11,610	-\$11,610	Budgets altered on 11.09.18 09:00 \$9,998 to fund Proposed Ledge Point Marina Monitoring Camera and data collection
10507007	Oil Disposal Facility Gingin	\$1,000	\$0	\$0	\$1,000	Minor Variance (under \$5,000)
10507008	Oil Disposal Facility Seabird	\$1,000	\$0	\$0	\$1,000	Minor Variance (under \$5,000)
10507009	Oil Disposal Facility L/Point	\$1,500	\$0	\$0	\$1,500	Minor Variance (under \$5,000)
10507010	Abandoned Vehicles/Environment	\$500	\$15	\$500	\$0	No Variance
10507040	Water Sampling	\$600	\$0	\$600	\$0	No Variance

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10507052	Ellen Brockman Integrated Catchment Environmental Allocation	\$12,500	\$0	\$12,500	\$0	No Variance
10507053	Northern Agricultural Catchment Council Environmental Allocation	\$10,000	\$0	\$10,000	\$0	No Variance
10507055	Lower Moore River Working Group Environmental Allocation	\$4,604	\$0	\$4,604	\$0	No Variance
10507065	Moore Catchment Council Environmental Allocation	\$2,000	\$0	\$2,000	\$0	No Variance
10507079	Coastal Photo Monitoring Project (exp)	\$180	\$88	\$180	\$0	No Variance
10507080	Seabird Seawall Monitoring and Maintenance	\$17,357	\$1,692	\$17,357	\$0	No Variance
10507084	Seabird Dune Rehabilitation Exp.	\$0	\$264	\$264	-\$264	Minor Variance (under \$5,000)
10507150	Administration Allocated	\$9,172	\$3,915	\$9,172	\$0	No Variance
10507200	Loan 127 - \$8 Erosion Extension Interest Payment	\$4,523	\$334	\$2,534	\$1,989	Minor Variance (under \$5,000)
10508320	Depreciation Seabird Erosion Solution	\$195,936	\$111,272	\$195,936	\$0	No Variance
10600000	Salaries	\$364,136	\$130,517	\$260,198	\$103,938	Transferred to ranger services salaries & wages
10600120	Annual Leave Taken	\$32,228	\$10,220	\$24,171	\$8,057	Minor Variance (\$5,000-\$9,999)
10600125	Long Service Leave Accrued	\$8,914	\$0	\$6,686	\$2,229	Minor Variance (under \$5,000)
10600129	Sick Leave Taken	\$0	\$3,567	\$5,720	-\$5,720	Minor Variance (\$5,000-\$9,999)
10600130	Superannuation	\$48,694	\$13,925	\$36,521	\$12,174	Staff movements
10600131	Staff Recruitment Expenses	\$1,500	\$0	\$1,500	\$0	No Variance
10600132	Conferences/Training	\$5,000	\$3,399	\$5,000	\$0	No Variance
10600133	Employee Gratuity	\$0	\$0	\$368	-\$368	Minor Variance (under \$5,000)
10600134	Uniforms	\$2,150	\$1,673	\$1,673	\$477	Minor Variance (under \$5,000)
10600135	Consultants Planning	\$10,000	\$0	\$10,000	\$0	No Variance
10600136	General Mapping/Draft Services	\$3,000	\$0	\$3,000	\$0	No Variance
10602106	Mobile Telephone Expenses	\$1,700	\$1,318	\$1,700	\$0	No Variance
10602107	Subscriptions	\$2,000	\$0	\$2,000	\$0	No Variance
10602200	Advertising	\$2,000	\$0	\$2,000	\$0	No Variance
10602210	Advertising - Developers/Other	\$3,000	\$0	\$3,000	\$0	No Variance
10602250	Fringe Benefits Tax	\$17,700	\$8,850	\$17,700	\$0	No Variance
10603100	Residence - 4 Fewster Street	\$0	\$0	\$0	\$0	No Variance
10604075	Vehicle Expenses GG046	\$15,000	\$3,583	\$15,000	\$0	No Variance
10604076	Vehicle Expenses 6GG	\$5,750	\$5,860	\$15,500	-\$9,750	Minor Variance (\$5,000-\$9,999)
10607010	Legal Review Costs	\$2,000	\$0	\$2,000	\$0	No Variance
10607040	Other Expenses	\$9,100	\$9,129	\$9,512	-\$412	Minor Variance (under \$5,000)
10607050	Administration Allocated	\$182,310	\$82,667	\$182,310	\$0	No Variance
10703115	GG Community Resource Centre	\$10,000	\$0	\$10,150	-\$150	Minor Variance (under \$5,000)
10703116	Lancelin Community Resource Centre	\$10,000	\$0	\$10,000	\$0	No Variance
10703117	Gingin Police Station	\$7,200	\$2,818	\$6,700	\$500	Minor Variance (under \$5,000)
10705118	Gingin Cemetery	\$14,935	\$12,661	\$21,361	-\$6,426	Minor Variance (\$5,000-\$9,999)
10706010	Ablution Block - Granville Park	\$3,000	\$0	\$3,000	\$0	No Variance
10706020	Ablution Block - Gabbadah Park	\$1,750	\$0	\$1,500	\$250	Minor Variance (under \$5,000)
10706022	Ablution Block - Guilderton Foreshore	\$800	\$949	\$2,600	-\$1,800	Minor Variance (under \$5,000)
10706030	Ablution Block - Lancelin Back Beach	\$505	\$304	\$654	-\$149	Minor Variance (under \$5,000)
10706031	Ablution Block - Harold Park Lancelin	\$1,200	\$0	\$1,200	\$0	No Variance
10706032	Ablution Block - Grace Darling Park Lancelin	\$1,800	\$0	\$1,800	\$0	No Variance
10706033	Ablution Block - Wangaree Park Lancelin	\$1,150	\$0	\$1,150	\$0	No Variance
10706034	Ablution Block - Pioneer Park Lancelin	\$550	\$0	\$550	\$0	No Variance
10706040	Ablution Block - Key Biscayne Park	\$1,235	\$364	\$1,414	-\$179	Minor Variance (under \$5,000)
10706041	Ablution Block - Ledge Point Oval	\$1,150	\$0	\$1,150	\$0	No Variance
10706042	Ablution Block - de Burgh Street Ledge Point	\$1,200	\$0	\$1,200	\$0	No Variance
10706050	Ablution Block - Seabird	\$500	\$0	\$500	\$0	No Variance

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10706060	Ablution Block - Neergabby	\$1,000	\$0	\$1,000	\$0	No Variance
10706070	Ablution Block - Woodridge Recreation Complex	\$1,050	\$0	\$1,050	\$0	No Variance
10706080	Ablution Block - Silver Creek	\$250	\$0	\$250	\$0	No Variance
10707050	Administration Allocated	\$10,411	\$4,229	\$10,411	\$0	No Variance
10708300	Depreciation Buildings	\$680	\$858	\$680	\$0	No Variance
11103000	Halls General	\$10,130	\$0	\$5,130	\$5,000	Less works required than anticipated.
11103107	Granville Civic Centre	\$43,700	\$26,948	\$43,700	\$0	No Variance
11103204	Guilderton Hall	\$5,330	\$6,218	\$5,330	\$0	No Variance
11103303	Seabird Hall	\$3,350	\$4,264	\$3,350	\$0	No Variance
11103507	Lancelin Hall	\$5,550	\$6,342	\$5,550	\$0	No Variance
11103801	Ocean Farm Hall	\$7,175	\$6,840	\$7,175	\$0	No Variance
11103802	Woodridge Hall	\$40,515	\$26,465	\$40,515	\$0	No Variance
11103803	Sovereign House & Ablution Block	\$5,675	\$2,804	\$5,675	\$0	No Variance
11103804	Seaview Park Community Hall	\$5,200	\$3,740	\$5,200	\$0	No Variance
11103805	Redfield Park Community Hall	\$2,000	\$2,589	\$2,000	\$0	No Variance
11103806	Neergabby Rec Grounds Building Maintenance	\$1,000	\$0	\$1,000	\$0	No Variance
11107050	Administration Allocated	\$32,851	\$12,528	\$32,851	\$0	No Variance
11108300	Depreciation Buildings	\$28,030	\$35,219	\$28,030	\$0	No Variance
11108320	Depreciation Furniture	\$1,460	\$0	\$1,460	\$0	No Variance
11203201	Guilderton Foreshore	\$57,540	\$49,981	\$57,540	\$0	No Variance
11203205	Guilderton Foreshore Boardwalk	\$6,750	\$3,083	\$7,272	-\$522	Minor Variance (under \$5,000)
11203206	Lancelin Foreshore Fencing	\$0	\$0	\$0	\$0	No Variance
11203216	Guilderton Groyne	\$1,950	\$615	\$1,950	\$0	No Variance
11203305	Seabird Foreshore	\$5,070	\$6,500	\$5,070	\$0	No Variance
11203402	Ledge Point Foreshore	\$20,000	\$3,004	\$20,000	\$0	No Variance
11203505	Lancelin Foreshore	\$6,450	\$249	\$6,450	\$0	No Variance
11205203	Beaches-Guilderton	\$1,625	\$293	\$1,625	\$0	No Variance
11205302	Beaches-Seabird	\$4,750	\$65	\$4,750	\$0	No Variance
11205404	Beaches-Ledge Point	\$250	\$96	\$250	\$0	No Variance
11205506	Beaches-Lancelin	\$4,450	\$1,367	\$5,100	-\$650	Minor Variance (under \$5,000)
11205507	LA Hinchcliffe Hill / Edward Island	\$4,850	\$4,457	\$4,850	\$0	No Variance
11207050	Administration Allocated	\$31,130	\$13,318	\$31,130	\$0	No Variance
11208300	Depreciation Buildings	\$11,580	\$9,983	\$11,580	\$0	No Variance
11300000	Salaries & Wages	\$74,709	\$37,552	\$117,060	-\$42,351	Extra staff to cover aquatic centre due to injury
11300005	Contract Relief	\$10,000	\$0	\$0	\$10,000	\$10,000 Transferred to salaries and wages to help offset variance due to additional staff cover at the Gingin aquatic centre
11300010	Gingin Aquatic Centre Swim School Instructor Salaries & Wages	\$0	\$1,480	\$4,740	-\$4,740	Minor Variance (under \$5,000)
11300120	Annual Leave Taken	\$7,315	\$0	\$7,315	\$0	No Variance
11300125	Long Service Leave Accrual	\$2,024	\$0	\$2,024	\$0	No Variance
11300129	Sick Leave Taken	\$0	\$112	\$2,741	-\$2,741	Minor Variance (under \$5,000)
11300130	Superannuation	\$11,736	\$5,011	\$12,500	-\$764	Minor Variance (under \$5,000)
11302165	Conferences & Training	\$2,500	\$990	\$990	\$1,510	Minor Variance (under \$5,000)
11303034	GG Aquatic Centre - Swimming Lesson Expenditure	\$6,000	\$0	\$0	\$6,000	Minor Variance (\$5,000-\$9,999)
11304100	Small Plant Operation Unallocated (Parks and Gardens)	\$34,800	\$8,602	\$34,800	\$0	No Variance
11305101	GG Granville Park	\$81,280	\$39,180	\$81,280	\$0	No Variance
11305102	GG Office Gardens/Lawn	\$27,150	\$13,244	\$27,150	\$0	No Variance
11305103	GG Constable St Park	\$3,350	\$4,600	\$3,350	\$0	No Variance

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11305104	GG Expo Site	\$0	\$0	\$0	\$0	No Variance
11305105	GG Recreation Ground	\$83,350	\$58,164	\$83,350	\$0	No Variance
11305119	GG Recreation Centre	\$10,701	\$10,797	\$10,701	\$0	No Variance
11305120	GG Golf Club	\$2,000	\$2,414	\$3,074	-\$1,074	Minor Variance (under \$5,000)
11305121	GG Pistol Club	\$650	\$1,170	\$650	\$0	No Variance
11305123	GG Tennis Club	\$1,200	\$2,488	\$1,600	-\$400	Minor Variance (under \$5,000)
11305124	GG Bowling Club	\$4,700	\$6,443	\$4,730	-\$30	Minor Variance (under \$5,000)
11305130	GG Racecourse	\$5,200	\$11,535	\$5,200	\$0	No Variance
11305131	GG Scout Group	\$0	\$1,337	\$1,900	-\$1,900	Minor Variance (under \$5,000)
11305133	GG Hardcourt Clubhouse Bendigo Complex	\$9,000	\$0	\$9,000	\$0	No Variance
11305135	GG Hockey Pitch	\$14,150	\$9,205	\$14,150	\$0	No Variance
11305136	GG Hard Court Courts	\$5,459	\$5,692	\$5,459	\$0	No Variance
11305137	GG Skate Park	\$375	\$0	\$375	\$0	No Variance
11305139	GG Three Bridges Trail Mtce	\$2,350	\$1,951	\$2,350	\$0	No Variance
11305140	Gingin Aquatic Centre Mtce (pool)	\$71,450	\$55,224	\$71,450	\$0	No Variance
11305142	GG Sound Shell Granville Park	\$1,750	\$800	\$1,750	\$0	No Variance
11305145	Pool Gardens Maintenance	\$7,550	\$2,066	\$7,550	\$0	No Variance
11305146	Seabird - Edward Street Park	\$0	\$65	\$200	-\$200	Minor Variance (under \$5,000)
11305202	GU Gabbadah Park	\$13,660	\$6,863	\$13,660	\$0	No Variance
11305207	GU Country Club	\$6,800	\$9,921	\$6,800	\$0	No Variance
11305208	GU Golf Club	\$500	\$0	\$500	\$0	No Variance
11305209	GU Skate Park/Mini Golf Area	\$11,540	\$5,759	\$11,540	\$0	No Variance
11305212	GU Silver Creek	\$6,210	\$1,765	\$6,210	\$0	No Variance
11305301	SB Recreation Grounds	\$15,735	\$6,938	\$15,735	\$0	No Variance
11305305	SB Douglas Park	\$15,970	\$6,262	\$15,970	\$0	No Variance
11305306	SB - Tully View Park	\$275	\$143	\$275	\$0	No Variance
11305401	LP Recreation Ground	\$53,920	\$39,708	\$70,298	-\$16,378	More works required than anticipated.
11305405	LP Country Club	\$15,650	\$17,360	\$18,150	-\$2,500	Minor Variance (under \$5,000)
11305407	LP Key Biscayne Park	\$42,865	\$21,143	\$42,865	\$0	No Variance
11305408	LP Golf Club	\$7,500	\$3,596	\$7,500	\$0	No Variance
11305410	Lancelin Bay Boat Ramp Concept Design	\$10,000	\$0	\$10,000	\$0	No Variance
11305501	LA Pioneer Park	\$13,753	\$6,621	\$13,753	\$0	No Variance
11305502	LA Wangaree Park	\$58,490	\$26,475	\$55,340	\$3,150	Minor Variance (under \$5,000)
11305503	LA Harold Park	\$45,890	\$20,422	\$45,890	\$0	No Variance
11305504	LA Grace Darling Park	\$24,630	\$24,285	\$39,590	-\$14,960	More works required than anticipated. Coastal erosion of park frontage, rebuilding sand dune, fencing boundary, etc.
11305505	LA Recreation Ground	\$48,100	\$18,728	\$48,100	\$0	No Variance
11305509	LA Sporting Complex	\$18,900	\$18,720	\$18,900	\$0	No Variance
11305517	LA Volunteer Marine Rescue Group (Inc)	\$1,690	\$3,329	\$1,690	\$0	No Variance
11305518	LA Angling & Aquatic Club	\$2,650	\$4,726	\$4,976	-\$2,326	Minor Variance (under \$5,000)
11305520	LA Off-road Vehicle Area	\$10,000	\$2,933	\$10,000	\$0	No Variance
11305524	LA Off-Road Vehicle Area Boundary Relocation	\$10,800	\$10,800	\$10,800	\$0	No Variance
11305525	Playground Repairs/Maintenance	\$4,905	\$7,602	\$4,905	\$0	No Variance
11305526	LS - Lancelin South Public Open Space	\$15,950	\$6,566	\$17,100	-\$1,150	Minor Variance (under \$5,000)
11305530	Ledge Pt Off Road Vehicle Area	\$250	\$0	\$250	\$0	No Variance
11305811	Neergabby Rec Ground	\$11,720	\$8,020	\$16,259	-\$4,539	Minor Variance (under \$5,000)
11305812	Parks/Gardens General	\$136,210	\$53,228	\$136,210	\$0	No Variance
11305813	Woodridge Recreation Grounds	\$20,135	\$10,457	\$20,135	\$0	No Variance
11305814	Tree Inspections - Public Open Space (POS)	\$20,000	\$0	\$20,000	\$0	No Variance

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11307021	Trails Master Plan	\$8,680	\$3,480	\$3,480	\$5,200	Minor Variance (\$5,000-\$9,999)
11307030	Gingin Shire Events Suite	\$108,651	\$14,378	\$108,651	\$0	No Variance
11307035	Gingin Shire Community Festivals	\$8,925	\$0	\$8,925	\$0	No Variance
11307050	Administration Allocated	\$207,947	\$70,932	\$207,947	\$0	No Variance
11307138	Loan 114 - Guilderton C/Club (Council) Interest Payment	\$30,482	\$11,972	\$26,941	\$3,541	Minor Variance (under \$5,000)
11307158	Loan 120 - Netball Facility Interest Payment	\$20,033	\$9,505	\$19,366	\$667	Minor Variance (under \$5,000)
11307159	Loan 124 - Regional Hardcourt Facility Interest Payment	\$11,945	\$5,176	\$11,049	\$896	Minor Variance (under \$5,000)
11307241	Loan 126 - GG Aquatic Centre (Council) Interest Payment	\$3,724	\$349	\$2,158	\$1,566	Minor Variance (under \$5,000)
11307250	Administration Allocated	\$22,600	\$13,464	\$22,600	\$0	No Variance
11307400	Loss On Sale Of Assets	\$0	\$6,590	\$0	\$0	No Variance
11308300	Depreciation Buildings	\$214,280	\$217,053	\$214,280	\$0	No Variance
11308320	Depreciation Furniture	\$7,610	\$2,533	\$7,610	\$0	No Variance
11308311	Depreciation Furniture & Equip	\$0	\$503	\$746	-\$746	Minor Variance (under \$5,000)
11308340	Depreciation Infrastructure Parks	\$864,570	\$367,147	\$864,570	\$0	No Variance
11308350	Depreciation Infrastructure Other	\$109,455	\$175,454	\$109,455	\$0	No Variance
11403013	TV Retransmission System	\$16,170	\$6,985	\$16,507	-\$337	Minor Variance (under \$5,000)
11407050	Administration Allocated	\$5,030	\$2,312	\$5,030	\$0	No Variance
11408300	Depreciation Buildings	\$60	\$76	\$60	\$0	No Variance
11500000	Salaries Gingin Library	\$21,027	\$17,025	\$26,000	-\$4,973	Minor Variance (under \$5,000)
11500010	Salaries Lancelin Library	\$34,695	\$15,799	\$34,389	\$306	Minor Variance (under \$5,000)
11500120	Library (Gingin) Annual Leave Taken	\$2,059	\$0	\$0	\$2,059	Minor Variance (under \$5,000)
11500121	Library (Lancelin) Annual Leave Taken	\$3,397	\$0	\$0	\$3,397	Minor Variance (under \$5,000)
11500125	Long Service Leave - Lancelin Library	\$1,509	\$0	\$0	\$1,509	Minor Variance (under \$5,000)
11500129	Library (Lancelin) Sick Leave Taken	\$0	\$306	\$306	-\$306	Minor Variance (under \$5,000)
11500130	Library (Gingin) Superannuation	\$3,531	\$1,955	\$3,910	-\$379	Minor Variance (under \$5,000)
11500131	Library (Lancelin) Superannuation	\$4,596	\$805	\$4,596	\$0	No Variance
11507010	Book Purchases	\$200	\$0	\$200	\$0	No Variance
11507020	Other Expenses - Gingin Library	\$7,427	\$3,211	\$7,647	-\$220	Minor Variance (under \$5,000)
11507025	Training/Conferences - Gingin Library	\$507	\$0	\$507	\$0	No Variance
11507030	Other Expenses - Lancelin Library	\$2,936	\$147	\$2,936	\$0	No Variance
11507035	Training/Conferences - Lancelin Library	\$1,013	\$0	\$1,013	\$0	No Variance
11507040	Other Expenses - Guilderton Library	\$932	\$408	\$932	\$0	No Variance
11507050	Administration Allocated	\$21,337	\$9,415	\$21,337	\$0	No Variance
11603126	Old Granville Building	\$1,540	\$3,035	\$1,540	\$0	No Variance
11607022	Woodridge Arts/Crafts Centre	\$250	\$0	\$250	\$0	No Variance
11607150	Administration Allocated	\$8,378	\$3,186	\$8,378	\$0	No Variance
11608300	Depreciation Buildings	\$4,460	\$7,848	\$4,460	\$0	No Variance
12205110	Gingin Rural Industrial Depot	\$34,350	\$3,912	\$34,350	\$0	No Variance
12205113	Roman - Annual Maintenance	\$7,000	\$6,841	\$6,841	\$159	Minor Variance (under \$5,000)
12205116	Bridges Maintenance Shire	\$71,000	\$0	\$71,000	\$0	No Variance
12205117	General Maintenance - Non Roads	\$0	\$0	\$0	\$0	No Variance
12205118	General Maintenance - Gravel Roads	\$717,046	\$305,851	\$717,046	\$0	No Variance
12205119	General Maintenance - Sealed Roads	\$611,812	\$323,531	\$611,812	\$0	No Variance
12205120	General Maintenance	\$0	\$0	\$0	\$0	No Variance
12205125	Gingin Depot	\$73,800	\$34,800	\$73,800	\$0	No Variance
12205129	Shire Drainage Works	\$25,500	\$4,000	\$25,500	\$0	No Variance
12205130	Lancelin Depot	\$31,470	\$12,845	\$31,470	\$0	No Variance
12205131	Footpath Maintenance	\$6,000	\$412	\$6,000	\$0	No Variance

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12205133	Bus Shelter Maintenance	\$6,970	\$3,371	\$6,970	\$0	No Variance
12205139	Verge/Tree Maintenance	\$516,010	\$228,310	\$516,010	\$0	No Variance
12205140	Street Lighting Operating	\$130,000	\$63,769	\$130,000	\$0	No Variance
12205145	Traffic Signs/Equipment	\$99,450	\$48,843	\$99,450	\$0	No Variance
12205147	Tree Lopping	\$45,000	\$9,164	\$45,000	\$0	No Variance
12205150	Street Sweeping	\$66,622	\$20,733	\$66,622	\$0	No Variance
12205152	Crossover Contribution	\$1,000	\$0	\$500	\$500	Minor Variance (under \$5,000)
12205164	Wheatbelt Secondary Freight Route Contribution	\$0	\$0	\$6,000	-\$6,000	Minor Variance (\$5,000-\$9,999)
12205184	Gullderton Parking Meters (Operating Expenditure)	\$0	\$2,609	\$3,500	-\$3,500	Minor Variance (under \$5,000)
12207050	Administration Allocated Depot	\$1,213	\$723	\$1,213	\$0	No Variance
12208300	Depreciation Buildings	\$14,980	\$8,996	\$14,980	\$0	No Variance
12208400	Depreciation Infrastructure Other	\$170	\$4,995	\$170	\$0	No Variance
12208450	Depreciation Infrastructure Bridges	\$123,850	\$58,624	\$123,850	\$0	No Variance
12208500	Depreciation Roads/Streets	\$1,800,000	\$0	\$1,800,000	\$0	No Variance
12307400	Loss On Sale Of Assets	\$92,334	\$0	\$92,334	\$0	No Variance
13105010	Noxious/Pest Weed Spraying	\$30,000	\$5,000	\$15,000	\$15,000	Less works required than anticipated.
13107050	Administration Allocated	\$857	\$245	\$857	\$0	No Variance
13107121	Loan 103 - Sale Yards S/S Interest Payment	\$288	\$96	\$196	\$92	Minor Variance (under \$5,000)
13107125	Gingin Sale Yards Maintenance	\$4,525	\$2,971	\$5,350	-\$825	Minor Variance (under \$5,000)
13107127	Agri Precinct site identification	\$55,000	\$0	\$55,000	\$0	No Variance
13108300	Depreciation Buildings	\$7,185	\$3,866	\$7,185	\$0	No Variance
13200150	Management Contract	\$450,000	\$192,614	\$450,000	\$0	No Variance
13203204	Gullderton Caravan Park Maintenance Council	\$153,278	\$11,677	\$14,870	\$138,407	Under management contract - no need for such an exorbitant salary budget
13203205	Gullderton Caravan Park Maintenance	\$180,000	\$56,267	\$180,000	\$0	No Variance
13203206	Office/Residence Maint.	\$2,000	\$1,251	\$2,000	\$0	No Variance
13204014	Gullderton Trailer GG014	\$750	\$110	\$750	\$0	No Variance
13204044	Gullderton Caravan Park Ute GG044	\$2,500	\$1,413	\$2,500	\$0	No Variance
13205815	Rural Numbering Project	\$200	\$0	\$200	\$0	No Variance
13205820	Scenic Lookouts	\$6,898	\$5,912	\$10,171	-\$3,273	Minor Variance (under \$5,000)
13205825	Information Bays	\$134	\$1,273	\$3,068	-\$2,934	Minor Variance (under \$5,000)
13205827	Entry Statements	\$9,803	\$3,111	\$10,330	-\$527	Minor Variance (under \$5,000)
13205830	Jim Gordon V. C. Trail	\$1,581	\$1,598	\$6,100	-\$4,519	Minor Variance (under \$5,000)
13205843	Gullderton Visitor Centre	\$555	\$1,110	\$3,987	-\$3,432	Minor Variance (under \$5,000)
13205845	GG Pioneer Pavillion	\$1,370	\$6,267	\$7,870	-\$6,500	Minor Variance (\$5,000-\$9,999)
13207007	Community Ass Public Liability Insurance	\$4,203	\$1,126	\$4,203	\$0	No Variance
13207008	Community Development Fund	\$7,500	\$1,470	\$7,500	\$0	No Variance
13207010	Community Project - Vamp Your Verge Seaview Park	\$500	\$500	\$500	\$0	No Variance
13207012	Community Profile	\$12,240	\$12,000	\$12,000	\$240	Minor Variance (under \$5,000)
13207017	British Car Day	\$0	-\$1,940	-\$1,940	\$1,940	Minor Variance (under \$5,000)
13207018	Seniors Week	\$2,960	\$433	\$2,163	\$797	Minor Variance (under \$5,000)
13207019	Caravan Waste Dump Points	\$2,125	\$0	\$2,125	\$0	No Variance
13207022	Gullderton Community Assoc Tourism Allocation	\$4,985	\$0	\$4,985	\$0	No Variance
13207024	Tourism Signage	\$7,600	\$890	\$7,600	\$0	No Variance
13207033	Lancelin Chamber Of Commerce Tourism Allocation	\$15,000	\$15,000	\$15,000	\$0	No Variance
13207034	Gullderton Visitor Centre Tourism Allocation	\$0	\$0	\$0	\$0	No Variance

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13207037	Community Grants	\$47,775	\$17,961	\$47,775	\$0	No Variance
13207039	Economic Development Strategy Implementation (Tourism Strategy NGA)	\$10,100	\$0	\$10,100	\$0	No Variance
13207050	Administration Allocated	\$107,289	\$32,047	\$107,289	\$0	No Variance
13207120	Loan 128 LA Caravan Park Assets - Interest Repayment	\$4,321	\$580	\$2,619	\$1,702	Minor Variance (under \$5,000)
13207150	Administration Allocated	\$18,806	\$11,205	\$18,806	\$0	No Variance
13208300	Depreciation Buildings	\$28,405	\$22,187	\$28,405	\$0	No Variance
13208310	Depreciation Plant	\$345	\$196	\$345	\$0	No Variance
13208320	Depreciation Furniture	\$6,470	\$4,056	\$6,470	\$0	No Variance
13208330	Depreciation Infrastructure Other	\$5,965	\$3,971	\$5,965	\$0	No Variance
13300000	Salaries	\$21,638	\$115,666	\$226,800	-\$205,162	Error at budget. 2017/18 Actuals \$207,443 Significant increase in Salaries cost and staffing.
13300005	Building Compliance/Relief	\$120,000	\$0	\$60,000	\$60,000	No graduate engineer or building surveyor relief needed. (Might be needed if BS leaves/contract not renewed).
13300120	Annual Leave Taken	\$2,119	\$7,319	\$11,119	-\$9,000	Minor Variance (\$5,000-\$9,999)
13300125	Long Service Leave Accrued	\$586	\$0	\$586	\$0	No Variance
13300129	Sick Leave Taken	\$0	\$2,185	\$3,000	-\$3,000	Minor Variance (under \$5,000)
13300130	Superannuation	\$3,165	\$14,497	\$28,165	-\$25,000	CHECK BUDGET ALLOCATIONS (\$10k for 17/18). Increased superannuation costs linked to increase in staffing.
13300132	Uniforms	\$1,000	\$713	\$1,000	\$0	No Variance
13300135	Gratuities	\$0	\$74	\$74	-\$74	Minor Variance (under \$5,000)
13302106	Mobile Telephone Expenses	\$4,600	\$3,999	\$7,100	-\$2,500	Minor Variance (under \$5,000)
13302107	Subscriptions	\$4,500	\$4,744	\$6,000	-\$1,500	Minor Variance (under \$5,000)
13302250	Fringe Benefits Tax	\$21,829	\$10,914	\$21,829	\$0	No Variance
13304023	Vehicle Building Surveyor 3GG	\$10,000	\$2,184	\$10,000	\$0	No Variance
13307010	Other Expenses	\$625	\$0	\$955	-\$330	Minor Variance (under \$5,000)
13307011	Pool Inspections	\$15,000	\$6,263	\$21,259	-\$6,259	Minor Variance (\$5,000-\$9,999)
13307020	Training/Conferences	\$2,500	\$50	\$1,000	\$1,500	Minor Variance (under \$5,000)
13307045	Tfr Wages to Waste	-\$70,000	\$0	-\$70,000	\$0	No Variance
13307050	Administration Allocated	\$122,409	\$56,453	\$122,409	\$0	No Variance
13701000	Commercial Leases - Legal Fees	\$0	\$2,225	\$2,225	-\$2,225	Minor Variance (under \$5,000)
13701005	Commercial Leases - Other	\$8,000	\$0	\$4,000	\$4,000	Minor Variance (under \$5,000)
13701011	Gingin Railway Station	\$2,500	\$1,250	\$2,500	\$0	No Variance
13703020	DEC - Nilgen Tower Lease R317B1	\$2,500	\$0	\$2,500	\$0	No Variance
14105699	Private Works General	\$7,500	\$785	\$7,500	\$0	No Variance
14200000	CCS - Salaries	\$918,881	\$437,578	\$887,855	\$31,026	Savings offset additional aquatic centre wages
14200120	CCS Annual Leave Taken	\$84,401	\$36,791	\$84,401	\$0	No Variance
14200125	CCS Long Service Leave Accrued	\$20,650	\$0	\$18,038	\$2,612	Minor Variance (under \$5,000)
14200126	CCS Long Service Leave Taken	\$0	\$2,612	\$0	\$0	No Variance
14200129	CCS Sick Leave Taken	\$0	\$26,476	\$52,951	-\$52,951	50% offset by Reserve - staff sick leave
14200130	CCS Superannuation	\$115,650	\$50,241	\$100,482	\$15,168	Staff movements

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14200500	Less Administration Allocated To Other Functions	-\$2,810,752	-\$1,253,419	-\$2,785,344	-\$25,408	Reallocation of budget review movements within schedule 142
14201000	Office of CEO - Salaries	\$442,587	\$232,078	\$437,102	\$5,485	Minor Variance (\$5,000-\$9,999)
14201120	Office of CEO - Annual Leave Taken	\$44,638	\$15,870	\$44,638	\$0	No Variance
14201125	Office of CEO - Long Service Leave Accrued	\$12,075	\$0	\$12,075	\$0	No Variance
14201126	Office of CEO - Long Service Leave Taken	\$0	\$7,170	\$0	\$0	No Variance
14201129	Office of CEO - Sick Leave Taken	\$0	\$3,938	\$5,485	-\$5,485	Minor Variance (\$5,000-\$9,999)
14201130	Office of CEO - Superannuation	\$69,308	\$44,020	\$69,308	\$0	No Variance
14202100	Staff Uniforms	\$9,000	\$7,102	\$8,000	\$1,000	Minor Variance (under \$5,000)
14202105	Telephone/Facsimile Expenses	\$29,000	\$11,990	\$29,000	\$0	No Variance
14202106	Mobile Telephone Expenses	\$5,000	\$1,617	\$5,000	\$0	No Variance
14202150	Staff Recruitment Expenses	\$0	\$0	\$0	\$0	No Variance
14202155	Employee Gratuities	\$2,000	\$0	\$2,000	\$0	No Variance
14202165	Training And Conferences	\$30,000	\$12,457	\$30,000	\$0	No Variance
14202170	Subscriptions	\$3,115	\$1,090	\$2,800	\$315	Minor Variance (under \$5,000)
14202180	Equipment Rental	\$10,425	\$1,101	\$10,466	-\$41	Minor Variance (under \$5,000)
14202185	Printing-Stationery & Consumables	\$45,000	\$17,003	\$45,000	\$0	No Variance
14202195	Postage & Freight	\$20,000	\$6,585	\$16,000	\$4,000	Minor Variance (under \$5,000)
14202200	Advertising & Publications	\$106,100	\$31,541	\$106,100	\$0	No Variance
14202215	Computer Support & Mtce	\$189,324	\$124,934	\$189,324	\$0	No Variance
14202216	Records Support & Mtce	\$3,100	\$1,953	\$4,921	-\$1,821	Minor Variance (under \$5,000)
14202220	Other Expenses	\$3,960	\$944	\$3,960	\$0	No Variance
14202230	Financial Services/Consulting	\$301,255	\$61,999	\$291,257	\$9,998	Minor Variance (\$5,000-\$9,999)
14202250	Fringe Benefit Tax	\$55,881	\$27,938	\$55,881	\$0	No Variance
14203103	Office Building Mtce	\$68,390	\$42,719	\$68,390	\$0	No Variance
14203105	Lancelin Office Expenses	\$23,145	\$10,360	\$23,145	\$0	No Variance
14204000	Vehicle Expenses OGG	\$24,000	\$9,467	\$26,500	-\$2,500	Minor Variance (under \$5,000)
14204051	Vehicle Expenses 2GG	\$10,000	\$3,101	\$10,000	\$0	No Variance
14206105	Insurances	\$53,857	\$21,997	\$53,857	\$0	No Variance
14208300	Depreciation Buildings	\$32,470	\$36,410	\$32,470	\$0	No Variance
14208320	Depreciation Furniture	\$23,190	\$15,592	\$23,190	\$0	No Variance
14209000	Records Services - Salaries	\$42,037	\$24,277	\$48,555	-\$6,518	Minor Variance (\$5,000-\$9,999)
14209120	Records Services - Annual Leave Taken	\$4,116	\$0	\$0	\$4,116	Minor Variance (under \$5,000)
14209125	Records Services - Long Service Leave Accrued	\$1,138	\$0	\$0	\$1,138	Minor Variance (under \$5,000)
14209130	Records Services - Superannuation	\$7,059	\$3,326	\$6,652	\$407	Minor Variance (under \$5,000)
14300110	Engineering Supervision	\$234,157	\$81,337	\$210,000	\$24,157	Staff movements
14300111	Assets Supervision	\$200,110	\$0	\$114,448	\$85,662	Wages allocated to Building account instead of Asset Supervision
14300120	Annual Leave Taken	\$166,161	\$63,304	\$166,161	\$0	No Variance
14300130	Superannuation	\$212,661	\$90,619	\$212,661	\$0	No Variance
14300140	Service Pay	\$25,112	\$9,756	\$25,112	\$0	No Variance
14300145	Public Holidays	\$50,267	\$12,100	\$50,267	\$0	No Variance
14300150	Industrial/Travel/Tool Allownc	\$6,400	\$2,953	\$6,400	\$0	No Variance
14300160	Rdo Accrual	\$3,351	\$972	\$3,351	\$0	No Variance
14302106	Mobile Telephone Expenses	\$8,600	\$2,686	\$17,200	-\$8,600	Minor Variance (\$5,000-\$9,999)
14302107	Subscriptions	\$2,500	\$533	\$1,500	\$1,000	Minor Variance (under \$5,000)
14302250	Fringe Benefits Tax	\$10,576	\$5,288	\$10,576	\$0	No Variance
14304006	Vehicle Engineer 9GG	\$5,000	\$0	\$5,000	\$0	No Variance

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14304007	Vehicle Supervisor 7GG (15/16 Purchase - 7GG Plate retained - New plate GG046)	\$18,000	-\$31	\$18,000	\$0	No Variance
14304020	Utility GG020	\$15,000	\$6,058	\$15,000	\$0	No Variance
14304050	Utility GG050	\$13,500	\$5,748	\$13,500	\$0	No Variance
14307010	Engineering Consultancy	\$35,000	\$3,636	\$27,213	\$7,787	Minor Variance (\$5,000-\$9,999)
14307020	Staff Training	\$47,500	\$8,922	\$47,500	\$0	No Variance
14307030	Occ Health/Meetings/Office Wk	\$27,000	\$19,081	\$30,000	-\$3,000	Minor Variance (under \$5,000)
14307040	Protective Clothing	\$25,000	\$10,208	\$18,200	\$6,800	Minor Variance (\$5,000-\$9,999)
14307045	Call Out Fee	\$500	\$278	\$500	\$0	No Variance
14307050	Administration Allocated	\$353,245	\$129,490	\$353,245	\$0	No Variance
14307055	Employee Gratuities	\$2,500	\$1,204	\$2,500	\$0	No Variance
14307060	Long Service Leave Taken	\$9,500	\$4,485	\$0	\$9,500	Minor Variance (\$5,000-\$9,999)
14307061	Long Service Leave Accrued	\$44,274	\$0	\$44,274	\$0	No Variance
14307090	Sick/Compassionate Leave Taken	\$36,000	\$26,660	\$36,000	\$0	No Variance
14307100	Workers Comp Insurance	\$46,000	\$57,295	\$57,295	-\$11,295	Increase in workers compensation insurance premium
14307120	Other Expenses	\$4,500	\$1,918	\$4,500	\$0	No Variance
14307125	Health and Safety Training/Assessments	\$13,250	\$230	\$5,500	\$7,750	Minor Variance (\$5,000-\$9,999)
14307500	Less Alloc Works/Services	-\$1,615,664	-\$557,469	-\$1,615,664	\$0	No Variance
14404100	Sundry Plant/Equipment	\$5,000	\$993	\$5,000	\$0	No Variance
14404250	Plant Expendable Stores/Workshop	\$30,000	\$19,713	\$30,000	\$0	No Variance
14404300	Plant - Repair Wages & Overheads	\$280,000	\$103,512	\$250,000	\$20,000	Reduction in wages
14404310	Plant - Tyres & Tubes	\$60,000	\$27,500	\$60,000	\$0	No Variance
14404320	Plant - Parts & Repairs	\$305,000	\$169,409	\$305,000	\$0	No Variance
14404330	Plant - Insurance	\$37,000	\$51,455	\$38,151	-\$1,151	Minor Variance (under \$5,000)
14404335	Plant - Licence (vehicle registration)	\$18,000	\$19,359	\$21,000	-\$3,000	Minor Variance (under \$5,000)
14404350	Plant - Fuel & Oil	\$320,000	\$191,788	\$350,000	-\$30,000	Increase in diesel prices - \$3500 transferred from 10507007/10507008/10507009 Oil Disposal Facility GG,S8,LP
14404600	Poc-less Alloc Work & Services	-\$1,169,665	-\$366,297	-\$1,187,962	\$18,297	Reallocation of works & services budget movements
14404700	Poc-less Deprec. Alloc To W/S	-\$499,090	-\$96,907	-\$499,090	\$0	No Variance
14407050	Administration Allocated	\$114,665	\$41,777	\$114,665	\$0	No Variance
14408310	Depreciation Plant	\$996,590	\$308,539	\$996,590	\$0	No Variance
14408330	Depreciation Tools	\$1,590	\$903	\$1,590	\$0	No Variance
14600000	Gross Salaries & Wages	\$4,986,368	\$2,372,018	\$5,065,819	-\$79,451	Long service leave unbudgeted - Offset by reserve transfer
14600140	Unallocated Wages Works Comp	\$20,000	\$5,521	\$10,000	\$10,000	Reduced workers compensation claims
14600500	Less Salaries/Wages Alloc	-\$4,986,368	-\$2,372,018	-\$5,065,819	\$79,451	Long service leave unbudgeted - Offset by reserve transfer
14703117	Graffiti Expenses	\$2,200	\$1,604	\$3,500	-\$1,300	Minor Variance (under \$5,000)
14703119	FESA - Council Properties ESL	\$8,500	\$8,578	\$8,578	-\$78	Minor Variance (under \$5,000)
14703129	Brockman Street Vineyard Bldg	\$1,520	\$1,486	\$1,520	\$0	No Variance
14703145	Gingin CWA Building Lot 134 Constable Street	\$6,640	\$4,062	\$6,640	\$0	No Variance
14703214	Guilderton Store Mtce	\$6,405	\$17,999	\$6,405	\$0	No Variance
14703220	Horan St Building Maintenance (Lions-Men in Sheds)	\$1,650	\$1,792	\$2,457	-\$807	Minor Variance (under \$5,000)
14703253	Insurance - General Costs	\$24,200	\$15,690	\$24,200	\$0	No Variance
14707032	Library/Corp. Sick Leave Suspense	\$0	\$0	\$0	\$0	No Variance

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14707033	Library/Corp. Annual Leave Suspense	\$0	\$0	\$0	\$0	No Variance
14707034	Library/Corp. Public Holiday Suspense	\$0	\$0	\$0	\$0	No Variance
14707035	Library/Corp. Long Service Leave Suspense	\$0	\$255	\$0	\$0	No Variance
14707224	Loan 123 - Lot 44 Weld Street Gingin Interest Repayment	\$15,018	\$4,057	\$10,750	\$4,268	Minor Variance (under \$5,000)
14708300	Depreciation Buildings	\$19,805	\$21,125	\$19,805	\$0	No Variance
14807005	Stock Purchases	\$0	\$154,654	\$167,726	-\$167,726	Recording of stock movements
14807010	Stock Issues	\$0	-\$167,726	-\$167,726	\$167,726	Recording of stock movements
	TOTAL EXPENSES	\$16,612,200	\$7,383,707	\$17,099,065	-\$486,865	
04108320	Depreciation Furniture	\$320	\$771	\$320	\$0	No Variance
05108300	Depreciation Buildings	\$17,805	\$14,323	\$17,805	\$0	No Variance
05108310	Depreciation Plant	\$243,300	\$73,284	\$243,300	\$0	No Variance
5108320	Depreciation Infrastructure Other	\$0	\$3,033	\$4,005	-\$4,005	Minor Variance (under \$5,000)
05208300	Depreciation Buildings	\$140	\$78	\$140	\$0	No Variance
05308310	Depreciation Plant	\$912	\$518	\$912	\$0	No Variance
05308320	Depreciation Furniture	\$303	\$172	\$303	\$0	No Variance
06108300	Depreciation Buildings	\$612	\$1,988	\$612	\$0	No Variance
06208300	Depreciation Buildings	\$52,296	\$30,792	\$52,296	\$0	No Variance
07108300	Depreciation Buildings	\$13,240	\$8,194	\$13,240	\$0	No Variance
07708300	Depreciation Buildings	\$462	\$189	\$462	\$0	No Variance
10208300	Depreciation Buildings	\$3,980	\$2,045	\$3,980	\$0	No Variance
10508320	Depreciation Seabird Erosion Solution	\$195,936	\$111,272	\$195,936	\$0	No Variance
10708300	Depreciation Buildings	\$680	\$858	\$680	\$0	No Variance
11108300	Depreciation Buildings	\$28,030	\$35,219	\$28,030	\$0	No Variance
11108320	Depreciation Furniture	\$1,460	\$0	\$1,460	\$0	No Variance
11208300	Depreciation Buildings	\$11,580	\$9,983	\$11,580	\$0	No Variance
11308300	Depreciation Buildings	\$214,280	\$217,053	\$214,280	\$0	No Variance
11308320	Depreciation Furniture	\$7,610	\$2,533	\$7,610	\$0	No Variance
11308311	Depreciation Furniture & Equip	\$0	\$503	\$746	-\$746	Minor Variance (under \$5,000)
11308340	Depreciation Infrastructure Parks	\$864,570	\$367,147	\$864,570	\$0	No Variance
11308350	Depreciation Infrastructure Other	\$109,455	\$175,454	\$109,455	\$0	No Variance
11408300	Depreciation Buildings	\$60	\$76	\$60	\$0	No Variance
11608300	Depreciation Buildings	\$4,460	\$7,848	\$4,460	\$0	No Variance
12208300	Depreciation Buildings	\$14,980	\$8,996	\$14,980	\$0	No Variance
12208400	Depreciation Infrastructure Other	\$170	\$4,995	\$170	\$0	No Variance
12208450	Depreciation Infrastructure Bridges	\$123,850	\$58,624	\$123,850	\$0	No Variance
12208500	Depreciation Roads/Streets	\$1,800,000	\$0	\$1,800,000	\$0	No Variance
13108300	Depreciation Buildings	\$7,185	\$3,866	\$7,185	\$0	No Variance
13208300	Depreciation Buildings	\$28,405	\$22,187	\$28,405	\$0	No Variance
13208310	Depreciation Plant	\$345	\$196	\$345	\$0	No Variance
13208320	Depreciation Furniture	\$6,470	\$4,056	\$6,470	\$0	No Variance
13208330	Depreciation Infrastructure Other	\$5,965	\$3,971	\$5,965	\$0	No Variance
14208300	Depreciation Buildings	\$32,470	\$36,410	\$32,470	\$0	No Variance
14208320	Depreciation Furniture	\$23,190	\$15,592	\$23,190	\$0	No Variance
14408310	Depreciation Plant	\$497,500	\$308,539	\$497,500	\$0	No Variance
14408330	Depreciation Tools	\$1,590	\$903	\$1,590	\$0	No Variance
14708300	Depreciation Buildings	\$19,805	\$21,125	\$19,805	\$0	No Variance
		\$4,333,416	\$1,552,793	\$4,338,167	-\$4,751	
05107400	Loss On Sale Of Assets	\$0	\$35,615	\$35,615	-\$35,615	Non cash adjustment
05117990	Realisation Of Assets	\$0	\$35,000	\$35,000	-\$35,000	Non cash adjustment
05118010	Sale Of Vehicles (Fire)	\$0	-\$35,000	-\$35,000	\$35,000	Non cash adjustment

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05317990	Realisation Of Assets	\$30,000	\$0	\$34,545	-\$4,545	Minor Variance (under \$5,000)
05307400	Loss On Sale Of Assets	\$26,798	\$0	\$26,798	\$0	No Variance
05318015	Sale Of Ranger's D/Cab Utility 4wd GG073	-\$15,000	\$0	-\$15,455	\$455	Minor Variance (under \$5,000)
05318020	Sale Of Ranger's D/Cab Utility 4wd GG074	-\$15,000	\$0	-\$19,091	\$4,091	Minor Variance (under \$5,000)
11307400	Loss On Sale Of Assets	\$0	\$6,590	\$0	\$0	No Variance
12307400	Loss On Sale Of Assets	\$92,334	\$0	\$92,334	\$0	No Variance
12317500	Profit On Sale Of Assets	\$0	\$0	-\$1,092	\$1,092	Minor Variance (under \$5,000)
12317990	Realisation Of Assets	\$98,455	\$0	\$112,628	-\$14,173	Non cash adjustment
12318203	Sale Of Husqvana Mower Mower GG095	-\$4,000	\$0	-\$10,000	\$6,000	Minor Variance (\$5,000-\$9,999)
12318341	Sale Of Trailer GG025	\$0	\$0	-\$500	\$500	Minor Variance (under \$5,000)
12318918	Sale Of Mitsubishi Bobtail GG060	-\$25,455	\$0	-\$25,455	\$0	No Variance
12318929	Sale Of Kanga GG040	-\$2,000	\$0	-\$4,400	\$2,400	Minor Variance (under \$5,000)
12318945	Sale GG061 - Ford Utility	-\$2,000	\$0	-\$3,182	\$1,182	Minor Variance (under \$5,000)
12318954	Sale Of Mitsubishi Canter Truck GG048	-\$25,000	\$0	-\$29,091	\$4,091	Minor Variance (under \$5,000)
12318960	Sale Of Bomag Roller GG029	-\$40,000	\$0	-\$40,000	\$0	No Variance
14217500	Profit On Sale Of Assets	\$0	\$0	-\$32,511	\$32,511	Non cash adjustment
14217990	Realisation Of Assets	\$0	\$0	\$69,556	-\$69,556	Non cash adjustment
14218115	Sale Of Vehicle OGG Chief Executive Officer	\$0	\$0	-\$69,556	\$69,556	Non cash adjustment
		\$119,132	\$42,205	\$121,144	-\$2,012	
05159150	CESM Long Service Leave Paid Out	\$0	\$13,481	\$13,481	-\$13,481	Offset by Transfer from LSL Reserve
14259127	CCS Long Service Leave Paid Out	\$0	\$2,227	\$14,088	-\$14,088	Offset by Reserve transfer
14359061	Long Service Leave Paid Out	\$0	\$28,355	\$38,699	-\$38,699	Offset by Reserve transfer
14359062	Sick Leave Paid Out	\$0	\$3,641	\$3,641	-\$3,641	Minor Variance (under \$5,000)
		\$0	\$47,703	\$69,909	-\$69,909	
	AMOUNT ATTRIBUTABLE TO OPERATING ACTIVITIES	-\$1,784,813	-\$6,301,064	-\$1,920,250	\$135,437	
05115018	ESL - Capital Grant - Vehicles	-\$680,000	\$0	-\$680,000	\$0	No Variance
05115019	ESL - Capital Grant - Buildings	-\$400,000	-\$175,000	-\$400,000	\$0	No Variance
05317015	CCTV - Lancelin Grant	-\$43,400	-\$34,400	-\$43,400	\$0	No Variance
11313040	Contributions & Donations	-\$141,480	-\$2,858	-\$141,480	\$0	No Variance
12215060	Government Road Grants - RRG	-\$651,699	-\$260,679	-\$651,699	\$0	No Variance
12215065	Government Road Grants - Agricultural Lime Route	-\$2,600,000	-\$1,040,000	-\$2,600,000	\$0	No Variance
12215075	Government Road Grants - R to R	-\$395,790	-\$395,790	-\$395,790	\$0	No Variance
12215076	Government Road Grants Black Spot Funding	-\$93,909	\$0	-\$93,909	\$0	No Variance
		-\$5,006,278	-\$1,908,727	-\$5,006,278	\$0	
05118010	Sale Of Vehicles (Fire)	\$0	-\$35,000	-\$35,000	\$35,000	Disposal of fire vehicles by DFES
05318015	Sale Of Ranger's D/Cab Utility 4wd GG073	-\$15,000	\$0	-\$15,455	\$455	Minor Variance (under \$5,000)
05318020	Sale Of Ranger's D/Cab Utility 4wd GG074	-\$15,000	\$0	-\$19,091	\$4,091	Minor Variance (under \$5,000)
12318203	Sale Of Husqvana Mower Mower GG095	-\$4,000	\$0	-\$10,000	\$6,000	Minor Variance (\$5,000-\$9,999)
12318341	Sale Of Trailer GG025	\$0	\$0	-\$500	\$500	Minor Variance (under \$5,000)
12318918	Sale Of Mitsubishi Bobtail GG060	-\$25,455	\$0	-\$25,455	\$0	No Variance
12318929	Sale Of Kanga GG040	-\$2,000	\$0	-\$4,400	\$2,400	Minor Variance (under \$5,000)
12318945	Sale GG061 - Ford Utility	-\$2,000	\$0	-\$3,182	\$1,182	Minor Variance (under \$5,000)
12318954	Sale Of Mitsubishi Canter Truck GG048	-\$25,000	\$0	-\$29,091	\$4,091	Minor Variance (under \$5,000)
12318960	Sale Of Bomag Roller GG029	-\$40,000	\$0	-\$40,000	\$0	No Variance
14218115	Sale Of Vehicle OGG Chief Executive Officer	\$0	\$0	-\$69,556	\$69,556	Sale of OGG as per plant committee
		-\$128,455	-\$35,000	-\$251,729	\$123,274	

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05159116	Gingin Colocation Fire Emergency Services & Bush Fire Brigade	\$400,000	\$0	\$400,000	\$0	No Variance
05259100	Dog Pound - Gingin Rural Industrial Estate	\$0	\$0	\$0	\$0	No Variance
06259030	Aged Homes Gingin - Design and Construction	\$0	\$0	\$0	\$0	No Variance
06259040	Wangaree Day Centre - DADAA	\$0	\$0	\$0	\$0	No Variance
09159003	57A Lefroy Street - Building Capital A/C	\$0	\$0	\$0	\$0	No Variance
11159005	Granville Civic Centre Buildings	\$0	\$0	\$0	\$0	No Variance
11159060	Ocean Farm Hall Buildings	\$7,635	\$0	\$7,635	\$0	No Variance
11359010	LA Sporting Complex	\$10,000	\$4,713	\$10,000	\$0	No Variance
11359051	Gingin Bowling Club - Patio roof extension & disabled ramp	\$13,000	\$11,776	\$11,776	\$1,224	Minor Variance (under \$5,000)
11359090	GG Recreation Centre Building Land & Buildings	\$0	\$0	\$0	\$0	No Variance
11359095	Key Biscayne Park	\$0	\$3,204	\$45,000	-\$45,000	Key Biscayne Gazebo replacement/repairs. Construction costs higher than anticipated. \$45,000 income from LGIS.
11359107	LP Country Club Land & Buildings	\$64,000	\$64,059	\$64,059	-\$59	Minor Variance (under \$5,000)
11359157	Gingin Horseman's Club Campdraft Facility Electricity Upgrade	\$152,222	\$0	\$152,222	\$0	No Variance
11359183	LP - Bowling Club - Synthetic Green	\$5,000	\$0	\$5,000	\$0	No Variance
11359185	LA- Public Toilet Upgrade	\$30,000	\$0	\$30,000	\$0	No Variance
11359266	Granville Park Toilets (Sewerage pump)	\$70,000	\$2,417	\$70,000	\$0	No Variance
13259065	Caravan Park Chalets	\$30,000	\$36,144	\$30,000	\$0	No Variance
13259300	Information Bays	\$10,800	\$0	\$10,800	\$0	No Variance
14259114	Office (GG Admin) - Buildings	\$20,000	\$10,481	\$15,909	\$4,091	Minor Variance (under \$5,000)
14259116	Gingin Rural Industrial Estate	\$4,650	\$0	\$0	\$4,650	Minor Variance (under \$5,000)
14759020	Gullderton Store Capital Improvements	\$0	\$0	\$13,900	-\$13,900	GU Store verandah replacement (\$16,600 income LGIS, \$3,636 income Store lessor in 1147170100 - please transfer to 14759020, \$13,900 from reserve) as per council resolution.
14759123	Purchase Of Land	\$0	\$130,000	\$130,000	-\$130,000	Purchase price of the Land
14759124	Lancelin Commercial Centre Land Purchase	\$40,000	\$970	\$40,000	\$0	No Variance
		\$857,307	\$263,765	\$1,036,301	-\$178,994	
12259109	LA - Hopkins Street	\$52,000	\$0	\$52,000	\$0	No Variance
12259145	Gingin - Lefroy Street	\$21,647	\$0	\$24,331	-\$2,684	Minor Variance (under \$5,000)
12259153	LA Horton Way	\$21,928	\$0	\$16,850	\$5,078	Minor Variance (\$5,000-\$9,999)
12259160	Cowalla Road Bridge Upgrade	\$190,000	\$0	\$190,000	\$0	No Variance
12259172	R To R - Quin Road	\$72,184	\$0	\$72,184	\$0	No Variance
12259206	Rural - Cheriton Road	\$75,000	\$0	\$75,000	\$0	No Variance
12259213	LA Gingin Road	\$159,798	\$0	\$159,798	\$0	No Variance
12259222	Lancelin - Lancelin Plaza	\$165,572	\$0	\$165,572	\$0	No Variance
12259272	GG - Robinson Street	\$43,071	\$0	\$43,071	\$0	No Variance
12259291	LA Philbey Place	\$0	\$0	\$6,772	-\$6,772	Minor Variance (\$5,000-\$9,999)
12259298	Hancock Place - Resheet Formation	\$0	\$0	\$75,922	-\$75,922	Council OM22/01/2019 11.4.1 RDS/10 - Agree to bring forward capital roadworks projects: Tangletoe - 12259302 Beattie Road - 12259301 Greenwood Road - 12259300 Duffy Road - 12259299 Hancock Place - 12259298

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12259299	Duffy Road - Resheet Formation	\$0	\$0	\$57,348	-\$57,348	Council OM22/01/2019 11.4.1 RDS/10 - Agree to bring forward capital roadworks projects: Tangletoe – 12259302 Beattie Road – 12259301 Greenwood Road – 12259300 Duffy Road – 12259299 Hancock Place – 12259298
12259300	Greenwood Road - Resheet Formation	\$0	\$0	\$184,541	-\$184,541	Council OM22/01/2019 11.4.1 RDS/10 - Agree to bring forward capital roadworks projects: Tangletoe – 12259302 Beattie Road – 12259301 Greenwood Road – 12259300 Duffy Road – 12259299 Hancock Place – 12259298
12259301	Beattie Road- Resheet Formation	\$0	\$0	\$201,875	-\$201,875	Council OM22/01/2019 11.4.1 RDS/10 - Agree to bring forward capital roadworks projects: Tangletoe – 12259302 Beattie Road – 12259301 Greenwood Road – 12259300 Duffy Road – 12259299 Hancock Place – 12259298
12259302	Tangletoe Road - Resheet Formation	\$0	\$0	\$129,593	-\$129,593	Council OM22/01/2019 11.4.1 RDS/10 - Agree to bring forward capital roadworks projects: Tangletoe – 12259302 Beattie Road – 12259301 Greenwood Road – 12259300 Duffy Road – 12259299 Hancock Place – 12259298
12259307	LA - Harold Park	\$0	\$0	\$0	\$0	No Variance
12259339	R to R - Rural - Cullalla Rd	\$45,000	\$0	\$45,000	\$0	No Variance
12259343	R to R - LA - Drainage Works	\$31,500	\$31,500	\$31,500	\$0	No Variance
12259353	Old North Road Drive/Walk Trail	\$3,500	\$1,570	\$4,500	-\$1,000	Minor Variance (under \$5,000)
12259354	Rural - KW Road	\$23,009	\$0	\$23,009	\$0	No Variance
12259358	R to R - LP Ledge Point Rd	\$22,777	\$0	\$22,777	\$0	No Variance
12259502	LA - Lancelin Road	\$34,700	\$0	\$34,700	\$0	No Variance
12259503	LA - Wood Street	\$3,208	\$0	\$3,208	\$0	No Variance
12259504	SB Larwood Elbow	\$5,705	\$0	\$8,279	-\$2,574	Minor Variance (under \$5,000)
12259505	GG Old Moolabeenee Road	\$21,646	\$5,080	\$21,646	\$0	No Variance
12259506	OF Ocean View Rise	\$10,103	\$0	\$10,103	\$0	No Variance
12259507	LA Newby Street	\$8,037	\$0	\$9,711	-\$1,674	Minor Variance (under \$5,000)
12259508	LA - Pyp Court	\$1,364	\$0	\$2,922	-\$1,558	Minor Variance (under \$5,000)
12259509	SB - Jones Promenade	\$9,004	\$0	\$11,250	-\$2,246	Minor Variance (under \$5,000)
12259510	Aglime - Orange Springs Road - Special Funding	\$2,600,000	\$0	\$2,600,000	\$0	No Variance
12259958	RRG - Sappers Rd	\$944,057	\$792,929	\$951,334	-\$7,277	Minor Variance (\$5,000-\$9,999)
12259961	RRG - Gingin Brook Road	\$83,125	\$0	\$83,125	\$0	No Variance
12259982	Drainage Construction	\$22,076	\$0	\$26,076	-\$4,000	Minor Variance (under \$5,000)
12259995	Rural - Bootine Road	\$35,600	\$34,500	\$35,600	\$0	No Variance
		\$4,705,611	\$865,579	\$5,379,597	-\$673,986	
11259065	Lancelin Foreshore Development - Cunliffe St	\$25,000	\$0	\$25,000	\$0	No Variance
11259079	Boat Launch Facility - Planning Study	\$102,496	\$56,387	\$102,496	\$0	No Variance
11259082	LA Hinchcliffe Hill Ramp North Side	\$20,000	\$0	\$0	\$20,000	Budgets altered on 26.11.18 09:02 Budget amendment - Hinchcliffe Fencing 18/19 - Reduce to zero & transfer to Shire recreation reserve as per resolution OM20/11/2018 11.5.2 ENV/17
11259083	LA Hinchcliffe Hill Pathway and Carpark	\$82,125	\$0	\$184,060	-\$101,935	Budgets altered on 15.01.19 08:56 Refer Council OM16/10/2018 Item 11.4.2 - Hinchcliffe Lookout carpark and pathway budget amendment
11359047	Replace Dam Barrier - Granville Park Scenic Pool	\$38,000	\$1,500	\$38,000	\$0	No Variance
11359057	Woodridge Park Bollards	\$2,500	\$2,240	\$2,240	\$260	Minor Variance (under \$5,000)

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11359060	Guilderton Tennis Courts	\$7,000	\$7,250	\$7,250	-\$250	Minor Variance (under \$5,000)
11359091	Seabird - Tennis Courts	\$4,500	\$5,290	\$5,290	-\$790	Minor Variance (under \$5,000)
11359093	Ledge Point - Tennis Courts	\$5,000	\$8,560	\$8,560	-\$3,560	Minor Variance (under \$5,000)
11359108	Lancelin Sporting Complex - Netball Court Resurface	\$10,960	\$10,960	\$10,960	\$0	No Variance
11359113	Regional Playground	\$52,850	\$0	\$42,850	\$10,000	CFWD 2019/20 Gingin Strategic Town Plan (\$32,850) - Amount reduced by \$10,000 as unsuccessful in seeking Bendigo Bank Funding.
11359115	LA Skate Park Bowl (at BMX Track)	\$3,000	\$1,700	\$3,000	\$0	No Variance
11359117	LA Wangaree Park - Park Assets	\$6,000	\$5,525	\$6,000	\$0	No Variance
11359133	LP Playground Equipment	\$0	\$0	\$10,000	-\$10,000	Council resolution for unbudgeted expenditure - Transfer from Shire Recreation Reserve OM20/11/2018 11.5.4 - Ledge Point exercise equipment soft fall.
11359170	GG Recreation Ground	\$57,691	\$50,225	\$57,691	\$0	No Variance
11359171	Regional Hardcourt Facility - Bank Stabilisation & Landscaping	\$19,418	\$18,327	\$18,327	\$1,091	Minor Variance (under \$5,000)
11359249	SB - Tulley View (Edward Street) Park	\$0	\$0	\$0	\$0	No Variance
12259290	LA Back Beach Carpark	\$180,000	\$0	\$180,000	\$0	No Variance
13259314	Caravan Park Retaining Wall	\$60,000	\$65,451	\$65,451	-\$5,451	Minor Variance (\$5,000-\$9,999)
		\$676,540	\$233,416	\$767,176	-\$90,636	
14759136	Purchase of Variable Message Board Trailers	\$0	\$0	\$43,450	-\$43,450	OM19/02/2019 11.4.1 - Transfer from reserve to fund unbudgeted expenditure for the purchase of two new variable message board trailers
05159136	Guilderton Light Tanker GG075	\$170,000	\$0	\$170,000	\$0	No Variance
05159137	Ocean Farm Light Tanker GG051	\$170,000	\$0	\$170,000	\$0	No Variance
05159138	Red Gully Light Tanker GG069	\$170,000	\$0	\$170,000	\$0	No Variance
05159148	Seabird Light Tanker GG057	\$170,000	\$0	\$170,000	\$0	No Variance
05359015	Ranger Utility Purchase GG073	\$41,000	\$0	\$38,513	\$2,487	Minor Variance (under \$5,000)
05359020	Ranger/Fly Utility Purchase GG074	\$41,000	\$0	\$38,513	\$2,487	Minor Variance (under \$5,000)
06259210	Second Community Bus	\$105,000	\$0	\$105,000	\$0	No Variance
12359560	Purchase of Maintenance Truck Mitsubishi Canter GG048	\$140,000	\$0	\$111,920	\$28,080	Based on actual order. Surplus funds to Plant Reserve
12359750	Minor Plant/Equipment	\$12,000	\$1,790	\$10,000	\$2,000	Minor Variance (under \$5,000)
12359917	Case Loader GG026	\$56,385	\$27,825	\$27,825	\$28,560	Complete. Surplus funds
12359918	Maintenance Truck GG060	\$150,290	\$0	\$150,290	\$0	No Variance
12359928	Purchase Utility GG061	\$41,000	\$0	\$39,727	\$1,273	Minor Variance (under \$5,000)
12359958	Tractor Mower GG095	\$25,000	\$0	\$0	\$25,000	Based on actual order.
12359970	Purchase of Bomag Roller GG029	\$150,000	\$0	\$150,000	\$0	No Variance
12359976	New Kanga	\$38,000	\$0	\$38,000	\$0	No Variance
12359978	Purchase of Custom Trailer for new Kanga	\$0	\$0	\$7,868	-\$7,868	Minor Variance (\$5,000-\$9,999)
		\$1,479,675	\$29,615	\$1,441,106	\$38,569	
04159110	Council Chambers Furniture	\$2,500	\$0	\$1,500	\$1,000	Minor Variance (under \$5,000)
04159115	Council Furniture & Equipment	\$0	\$1,291	\$1,500	-\$1,500	Minor Variance (under \$5,000)
05359035	CCTV - Lancelin	\$43,400	\$0	\$43,400	\$0	No Variance
07459010	Furniture And Equipment	\$2,000	\$0	\$600	\$1,400	Minor Variance (under \$5,000)
10659040	Planning Equipment	\$4,000	\$0	\$4,000	\$0	No Variance
13259060	GU Caravan Park Furniture/fittings	\$25,000	\$15,050	\$25,000	\$0	No Variance

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14259110	Computer System Furniture And Equipment	\$24,980	\$2,729	\$34,980	-\$10,000	Minor Variance (\$5,000-\$9,999)
14259115	Office Furniture/Equip. Furniture And Equipment	\$5,000	\$0	\$5,000	\$0	No Variance
		\$106,880	\$19,070	\$115,980	-\$9,100	
12259215	Pathways Construction Lancelin	\$100,000	\$0	\$65,009	\$34,991	Refer Council OM16/10/2018 Item 11.4.2 - Hinchcliffe Lookout carpark and pathway budget amendment
12259990	Footpath projects unallocated	\$100,000	\$106,690	\$100,000	\$0	No Variance
		\$200,000	\$106,690	\$165,009	\$34,991	
10259205	All Tip Refuse Disposal Site	\$32,000	\$2,483	\$28,969	\$3,031	Minor Variance (under \$5,000)
10759030	Gingin Cemetery	\$2,000	\$2,000	\$4,000	-\$2,000	Minor Variance (under \$5,000)
12259362	Streetscape Project - Lancelin	\$0	\$25,758	\$0	\$0	No Variance
12259956	Redfield Park - Bus Shelter	\$20,000	\$0	\$20,000	\$0	No Variance
		\$54,000	\$30,241	\$52,969	\$1,031	
13259051	Guilderton Caravan Park Sewerage System	\$400,000	\$0	\$400,000	\$0	No Variance
		\$400,000	\$0	\$400,000	\$0	
	AMOUNT ATTRIBUTABLE TO INVESTING ACTIVITIES	\$3,345,280	-\$395,352	\$4,100,130	-\$754,850	
11369117	Loan 129 - Gingin Horseman's Club Campdraft Facility S/S Funding of Loan	-\$30,740	\$0	-\$30,740	\$0	No Variance
11369189	Loan 130 - Ledge Point Country Club Cool Room S/S Funding of Loan	-\$25,000	\$0	-\$25,000	\$0	No Variance
13269125	New Loan - GU Caravan Park Waste Water	-\$400,000	\$0	-\$400,000	\$0	No Variance
		-\$455,740	\$0	-\$455,740	\$0	
13169121	Loan 103 - Gingin Sale Yards S/S Principal Repayment	-\$6,353	\$0	-\$6,353	\$0	No Variance
		-\$6,353	\$0	-\$6,353	\$0	
11359122	Reserve Fund Transfer Transfer To Land & Buildings	\$8,600	\$0	\$8,600	\$0	No Variance
11359300	Transfer to Reserve Guilderton Country Club Mobile Payments	\$56	\$0	\$56	\$0	No Variance
13759010	Reserve Fund Transfer LA Community Sport Cl Reserve	\$956	\$0	\$956	\$0	No Variance
21059700	Office Equipment Transfers to Reserve Fund	\$342	\$22	\$342	\$0	No Variance
21059701	Plant & Equipment Transfers to Reserve	\$102,989	\$4,843	\$172,545	-\$69,556	No Variance
21059703	Land & Buildings Transfer to Reserve	\$17,852	\$6,669	\$17,852	\$0	No Variance
21059704	GU Caravan Park Transfer to Reserve	\$1,198	\$1,066	\$1,198	\$0	No Variance
21059705	Shire Recreation Transfers to Reserve	\$3,989	\$543	\$23,989	-\$20,000	Budget altered on 26.11.18 09:02 Budget amendment - Hinchcliffe Fencing 18/19 - Reduce to zero & transfer to Shire recreation reserve as per resolution OM20/11/2018 11.5.2 ENV/17
21059706	Redfield Park Transfers to Reserve	\$581	\$236	\$581	\$0	No Variance
21059707	Ocean Farm Recreation Transfers to Reserve	\$714	\$234	\$714	\$0	No Variance
21059708	Tip Rationalisation Transfers to Reserve	\$13,608	\$4,854	\$13,608	\$0	No Variance
21059709	LA Community Sport Transfers to Reserve	\$0	\$414	\$0	\$0	No Variance
21059711	LSL Annual Sick Leave Transfers to Reserve	\$10,015	\$3,556	\$10,015	\$0	No Variance
21059712	Guilderton Country Club Transfers to Reserve	\$0	\$45	\$0	\$0	No Variance
21059713	Future Infrastructure Transfers to Reserve	\$10,375	\$3,813	\$10,375	\$0	No Variance
21059720	Community Infrastructure Transfers to Reserve	\$1,707	\$693	\$1,707	\$0	No Variance
21059722	Staff Housing Transfers to Reserve	\$620	\$251	\$620	\$0	No Variance
		\$173,602	\$27,239	\$263,158	-\$89,556	
10169900	Reserve Fund Transfer From Tip Rationalisation	-\$52,000	\$0	-\$52,000	\$0	No Variance

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11169010	Transfer From Reserve Ocean Farm Recreation & Devel	-\$7,635	\$0	-\$7,635	\$0	No Variance
11369093	Transfer From Recreational Reserve	-\$17,302	\$0	-\$27,302	\$10,000	Budget altered on 26.11.18 09:32 18/19 Unbudgeted expenditure as per Council resolution OM20/11/2018 11.5.5 BLD/790 - Repairs to Guilderton Store verandah.
11369096	Reserve Fund Transfer Lancelin Footpath(Community Infrastructure Reserve)	-\$89,061	\$0	-\$89,061	\$0	No Variance
11369256	Transfer from Reserve - Lancelin Sporting Complex	-\$10,960	\$0	-\$10,960	\$0	No Variance
13269090	Transfer from Reserve - Guilderton Caravan Park	-\$115,000	\$0	-\$115,000	\$0	No Variance
14269010	Transfer From Reserves Long Service Leave (Sick leave)	\$0	\$0	-\$36,013	\$36,013	50% Sick Leave Transfer from Reserve - Kaye Lowes
14369010	Transfer from Reserve Long Service Leave	\$0	\$0	-\$38,699	\$38,699	Long Service Leave taken sub prog 143
14769122	Reserve Fund Transfer Land And Buildings	-\$139,000	\$0	-\$282,900	\$143,900	Budgets altered on 15.01.19 09:08 Refer OM20/11/2018 item 11.1.1 HLT/26 A5835 - Budget amendment for the purchase of 36 Brockman Street Gingin
14769213	Transfer from Reserve - Future Infrastructure Reserve	-\$110,000	\$0	-\$110,000	\$0	No Variance
21069701	Plant & Equipment Transfers from Reserve	\$0	\$0	-\$47,216	\$47,216	OM19/02/2019 11.4.1 - Transfer from reserve to fund unbudgeted expenditure for the purchase of two new variable message board trailers and OM19/02/2019 11.4.2 - Transfer from reserve to fund unbudgeted expenditure for the purchase of a new custom trailer to transport the new Kanga Loader \$3766
		-\$540,958	\$0	-\$816,786	\$275,828	
07159090	Loan 100 Gingin Medical Ctr Principal Payment	\$26,066	\$12,821	\$26,066	\$0	No Variance
10159100	Loan 111 - Landfill Site Principal Payment	\$16,565	\$8,150	\$16,565	\$0	No Variance
10559200	Loan 127 - SB Erosion Extension Principal Payment	\$19,797	\$9,837	\$19,797	\$0	No Variance
11359138	Loan 114 - Guilderton C/Club (Council) Principal Payment	\$31,057	\$15,256	\$31,057	\$0	No Variance
11359158	Loan 120 - Netball Facility Principal Repayment	\$19,519	\$9,599	\$19,519	\$0	No Variance
11359168	Loan 124 - Regional Hardcourt Principal Repayment	\$19,375	\$9,589	\$19,375	\$0	No Variance
11359238	Loan 126 - GG Aquatic Centre Tiling (Council) Principal Payment	\$13,836	\$6,865	\$13,836	\$0	No Variance
13159121	Loan 103 - Sale Yards S/S Principal Payment	\$6,353	\$3,129	\$6,353	\$0	No Variance
13259120	Loan 128 LA Caravan Park Assets - Principal Repayment	\$38,501	\$19,130	\$38,501	\$0	No Variance
14759224	Loan 123 - Lot 44 Weld Street Gingin Principal Repayment	\$14,377	\$7,066	\$14,377	\$0	No Variance
		\$205,446	\$101,441	\$205,446	\$0	
11359187	Loan 129 - Gingin Campdraft Club Power supply S/S Loans Receivable	\$30,740	\$0	\$30,740	\$0	No Variance
11359188	Loan 130 - Ledge Point Country Club Cool Room S/S Loans Receivable	\$25,000	\$0	\$25,000	\$0	No Variance
		\$55,740	\$0	\$55,740	\$0	
11369130	Loan 012 - WA Cutting Horse Advance Principal Repayment	-\$1,965	-\$968	-\$1,965	\$0	No Variance
11369157	Loan 015 - Guilderton Bowling Club Advance Principal Repayment	-\$10,021	-\$4,934	-\$10,021	\$0	No Variance
		-\$11,986	-\$5,902	-\$11,986	\$0	
12209781	Roads - Balance of Muni Funds - Transfer to Restricted Cash	\$943,431	\$0	\$116,959	\$826,472	Budgets altered on 15.01.19 08:54 Refer Council OM16/10/2018 item 11.4.2 - Hinchcliffe Lookout carpark and pathway budget amendment - delay in Orange Springs Road works. Additional works brought forward

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20059034	Shire Golf Day Restricted Cash	\$0	\$818	\$818	-\$818	Minor Variance (under \$5,000)
20069021	Unspent Grant Wheatbelt Development Commiss. Restricted Cash	-\$55,000	\$0	-\$55,000	\$0	No Variance
20069028	Main Roads Unspent Grant Restricted Cash	-\$190,000	\$0	-\$190,000	\$0	No Variance
20069034	Shire Golf Day Restricted Cash	\$0	-\$818	\$0	\$0	No Variance
20069546	DOLG - Unspent LA Off-Road Vehicle Boundary Grant	-\$3,498	\$0	-\$3,498	\$0	No Variance
20069551	Unspent SPA Contribution - Seabird Seawall Extension Restricted Cash	-\$9,357	\$0	-\$9,357	\$0	No Variance
20069660	Cullalla Road Intersection Restricted Cash	-\$45,000	\$0	-\$45,000	\$0	No Variance
20069830	Gingin Logo Plates Restricted Cash	\$0	-\$91	\$0	\$0	No Variance
20069881	Concept Plan for Granville Park Gingin	-\$2,850	\$0	-\$2,850	\$0	No Variance
20069988	Northern Growth Alliance Restricted Cash	-\$2,949	-\$15,000	-\$15,000	\$12,051	Northern Growth Alliance - Contributions from Shire of Gingin, Chittering & Dandaragan
20069991	Community Bus Replacement Restricted Cash	-\$105,000	\$0	-\$105,000	\$0	No Variance
		\$529,777	-\$15,091	-\$307,928	\$837,705	
	AMOUNT ATTRIBUTABLE TO FINANCING ACTIVITIES	-\$50,472	\$107,687	-\$1,074,449	\$1,023,977	
	CLOSING FUNDING (SURPLUS)/DEFICIT	\$0	-\$7,694,159	\$0	\$0	

11.2.3 LEASE BETWEEN SHIRE OF GINGIN AND LANCELIN ANGLING AND AQUATIC CLUB - LOT 701 HOPKINS STREET, LANCELIN (RESERVE 53340)

Location:	Reserve 53340, Lot 701 Hopkins Street, Lancelin
File:	A6794
Author:	Cher Groves – Community Services & Events Officer
Reporting Officer:	Kaye Lowes – Executive Manager Corporate & Community Services
Report Date:	16 April 2019
Refer:	N/A
Appendices:	1. Draft Lease Document

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider renewal of the Lancelin Angling and Aquatic Club (LAAC) lease which expired on 30 September 2018.

BACKGROUND

The Lancelin Angling and Aquatic Club premises is located on a parcel of land previously identified as Reserve 33549 (Lot 1022) Hopkins Street, Lancelin and has been the subject of a lease between the Shire of Gingin and the Lancelin Angling and Aquatic Club since 1996. The lease was for a term of 21 years, expiring on 31 December 2018.

Prior to commencing negotiations with respect to a new lease, (TEC), Shire Officers requested the Department of Planning, Lands and Heritage to divide the lot into, with one being set aside for “Environmental Purposes” and the other two being identified for “Public Use”.

This request occurred in the knowledge that Lot 1022 contains an identified Threatened Ecological Community (TEC). This type of TEC occurs in linear damplands and occasionally sumplands, between Holocene dunes in the Western Australian regions of the Swan and South West. It is listed as Endangered under the *Environment Protection and Biodiversity Conservation Act 1999*. The objective of this plan is to maintain or improve the overall condition of the sedgeland in Holocene dune swales community and reduce the level of threat. Typical and common native species are the shrubs *Acacia rostellifera*, *Acacia saligna*, *Xanthorrhoea preissii*, the sedges *Baumea juncea*, *Ficinia nodosa*, *Lepidosperma gladiatum*, and the grass *Poa porphyroclados*.

The subdivision process has been completed, with the parcel of land encompassing the LAAC now being identified as Reserve 53340 (Lot 701).

Given that the previous LAAC lease was negotiated prior to any buildings being erected on the land, a new lease document has been prepared by McLeods Barristers and Solicitors, as attached as **Appendix 1**, ensuring terms, covenants and conditions meet current obligations and law.

COMMENT

Many funding bodies require formal recognition of the long term viability of community organisations and the tenancy of the building they inhabit. To this end, the Administration has negotiated a ten (10) year lease with a ten (10) year further term to provide stability of tenure to the LAAC.

Any lease of Lot 701 is subject to the Minister for Lands' consent, which has been granted. At the behest of the Minister, the premises is to be used for member and member affiliated functions only.

The draft lease has been reviewed and endorsed by the LAAC Management Committee and the Shire's Administration, and is now presented to Council for formal approval.

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

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Elgin

SECONDED: Councillor Peczka

That Council endorse the lease between the Shire of Gingin and the Lancelin Angling and Aquatic Club for Lot 701 Hopkins Street, Lancelin (Reserve 53340), for a period of ten years with an expiry date of 30 September 2028, with a further term option of ten years to expire on 30 September 2038 in accordance with the lease document shown as Appendix 1.

CARRIED UNANIMOUSLY

APPENDIX 1

Lease of Portion of Lot 701 (6) (formerly Lot 1022) Hopkins Street, Lancelin

Shire of Gingin

Lancelin Angling and Aquatic Club (Inc).



McLEODS

Barristers & Solicitors

Stirling Law Chambers | 220 Stirling Highway | CLAREMONT WA 6010

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

Email: mcleods@mcleods.com.au

Ref: NG.GINGIN:42927

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Details

Parties

Shire of Gingin

of PO Box 510, Gingin, Western Australia
(Lessor)

Lancelin Angling and Aquatic Club (Inc).

of Lot 701 Hopkins Street, Lancelin
Reg No. A0810037A
(Lessee)

Background

- A The Lessor has the care, control and management of the Land pursuant to a Management Order.
- B Subject to the prior written approval of the Minister for Lands, the Lessor has agreed to lease and the Lessee has agreed to take a lease of the Premises upon the terms and conditions contained in this Deed.

Agreed terms

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 under this Lease;

Authorised Person means:

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

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 3** of the Schedule;

Contaminated Sites Act means the *Contaminated Sites Act 2003 (WA)*;

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

Environmental Contamination has the same meaning as the word “contaminated” in the Contaminated Sites Act;

EPA means the Environment Protection Agency of Western Australia;

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 2** of the Schedule;

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

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

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

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

Lessee's Agents includes:

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

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

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

Management Order means the Management Order made under section 46 of the *Land Administration Act 1997*, under which the Land was vested in the Lessor to be held for the purpose of Recreation;

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

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

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

Rent means the rent specified in **Item 4** of the Schedule;

Schedule means the Schedule to this Lease;

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

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

2. Interpretation

In this Lease, unless expressed to the contrary:

- (a) words importing:
 - (i) the singular includes the plural and vice versa; and

- (ii) a gender or genders include each other gender;
- (b) if a word or phrase is assigned a particular meaning, other grammatical forms of that word or phrase have a corresponding meaning;
- (c) a reference to:
 - (i) a natural person includes a body corporate or local government;
 - (ii) a body corporate or local government includes a natural person;
 - (iii) a professional body includes a successor to or substitute for that body;
 - (iv) a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
 - (v) a statute, includes an ordinance, code, regulation, award, town planning scheme, regulation, local law, by-law, requisition, order or other statutory instruments made under any of them and a reference to any of them, whether or not by name, includes any amendments to, re-enactments of or replacements of any of them from time to time in force;
 - (vi) a right includes a benefit, remedy, discretion, authority or power;
 - (vii) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
 - (viii) this Lease or provisions of this Lease or any other deed, agreement, instrument or contract includes a reference to:
 - (A) both express and implied provisions; and
 - (B) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
 - (ix) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
 - (x) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
 - (xi) a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure is a reference to, respectively, a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure of this Lease;
- (d) the covenants and obligations on the part of the Lessee not to do or omit to do any act or thing include:
 - (i) covenants not to permit that act or thing to be done or omitted to be done by a Lessee's Agent; and
 - (ii) a covenant to take all reasonable steps to ensure that that act or thing is not done or omitted to be done;
- (e) the meaning of general words or phrases is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and

- (f) if a Party comprises two or more persons, the covenants and agreements on their part bind them and must be observed and performed by them jointly and each of them severally, and may be enforced against any one or more of them.

3. Minister for Lands Consent

This Lease is subject to and conditional on the prior approval of the Minister for Lands under the *Land Administration Act 1997*.

4. Grant of lease

The Lessor, subject to clause 3 of this Lease, leases to the Lessee the Premises for the Term subject to:

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

5. Quiet enjoyment

Except as provided in the Lease, for so long as the Lessor is the management body of the Premises under a management order, and subject to the performance and observance of the Lessee's Covenants the Lessee may quietly hold and enjoy the Premises during the Term without any interruption or disturbance from the Lessor or persons lawfully claiming through or under the Lessor.

6. Rent and other payments

The Lessee covenants with the Lessor:

6.1 Rent

To pay to the Lessor the Rent in the manner set out at **Item 4** of the Schedule on and from the Commencement Date clear of any deductions.

6.2 Outgoings

- (1) To pay to the Lessor or to such person as the Lessor may from time to time direct punctually all the following outgoings or charges, assessed or incurred in respect of the Premises:
 - (a) local government rates, specified area rates, taxes, service and other charges and including charges for rubbish and garbage removal;
 - (b) water, drainage and sewerage rates, charges for disposal of stormwater, meter rent and excess water charges;
 - (c) telephone, electricity, gas and other power and light charges including but not limited to meter rents and the cost of installation of any meter, wiring, internet connections or telephone connection;
 - (d) land tax and metropolitan regional improvement tax on a single ownership basis;
 - (e) premiums, excess and other costs arising from the insurance obtained by the Lessor pursuant to **clause 8.2**. For the avoidance of doubt, the parties agree:

- (i) that if such premium or cost does not include a separate assessment or identification of the Premises or the Land, the Lessee must pay a proportionate part of such premium or cost determined by the Lessor acting reasonably; and
 - (ii) such insurance will include insurance for the full replacement value of buildings; and
- (f) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Premises.
- (2) If the Premises are not separately charged or assessed the Lessee will pay to the Lessor a proportionate part of any charges or assessments referred to in **clause 6.2(1)** being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

6.3 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 7 days computed from the due date for payment until payment is made and any interest payable under this paragraph will be charged at the Interest Rate.

6.4 Costs

- (1) To pay to the Lessor on demand:
 - (a) all duty, fines and penalties payable under the *Duties Act 2008* and other statutory duties or taxes payable on or in connection with this Lease;
 - (b) all registration fees in connection with this Lease; and
 - (c) all legal costs of and incidental to the instructions for the preparation, execution and stamping of this Lease and all copies.
- (2) 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:
 - (a) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;
 - (b) any breach of covenant by the Lessee or the Lessee's Agents;
 - (c) the preparation and service of a notice under Section 81 of the *Property Law Act 1969* requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a Court;
 - (d) any work done at the Lessee's request; and
 - (e) any action or proceedings arising out of or incidental to any matters referred to in this **clause 6.4** or any matter arising out of this Lease.

6.5 Accrual of amounts payable

Amounts Payable accrue on a daily basis.

7. Rent Review

7.1 Rent to be Reviewed

The Rent will be reviewed on and from each Rent Review Date to determine the Rent to be paid by the Lessee until the next Rent Review Date.

7.2 Methods of Review

The review will be either based on CPI or a Market Review. The basis for each rent review is as identified for each Rent Review Date in **Item 5** of the Schedule.

7.3 CPI Review

A rent review based on CPI will increase the amount of Rent payable during the immediately preceding period by the percentage of any increase in CPI having regard to the quarterly CPI published immediately prior to the later of the Commencement Date or the last Rent Review Date as the case may be and the quarterly CPI published immediately prior to the relevant Rent Review Date. If there is a decrease in CPI having regard to the relevant CPI publications the Rent payable from the relevant Rent Review Date will be the same as the Rent payable during the immediately preceding period. Should the CPI be discontinued or suspended at any time or its method of computation substantially altered, the parties shall endeavour to agree upon the substitution of the CPI with an equivalent index, or failing agreement by the parties, the substitution shall be made by a Valuer appointed in accordance with **clause 7.4**.

7.4 Market Rent Review

- (1) A rent review based on market rent will establish the current market rent for the Premises (which will not be less than the Rent payable in the period immediately preceding the Rent Review Date) by agreement between the parties and failing agreement, will be determined in accordance with the following provisions.
- (2) If agreement as to the substitution of the CPI with an equivalent index for the Premises is not reached at least one (1) month prior to the relevant Rent Review Date then the current market rent for the Premises will be determined at the expense of the Lessee by a valuer (**Valuer**) licensed under the Land Valuers Licensing Act 1978, to be appointed, at the request of either party, by the President for the time being of the Australian Property Institute (Western Australian Division) (or if such body no longer exists, such other body which is then substantially performing the functions performed at the Commencement Date by that Institute).
- (3) The Valuer will act as an expert and not as an arbitrator and his or her decision will be final and binding on the parties. The parties will be entitled to make submissions to the Valuer.
- (4) In this **clause 7**, "current market rent" means the rent obtainable for the Premises in a free and open market if the Premises was unoccupied and offered for rental for the use for which the Premises is permitted pursuant to this Lease and on the same terms and conditions contained in this Lease, BUT will not include:
 - (a) any improvements made or effected to the Premises by the Lessee; and
 - (b) any rent free periods, discounts or other rental concessions.

7.5 Rent will not decrease

Notwithstanding the provisions in this clause, the Rent payable from any Rent Review based on CPI Review will not be less than the Rent payable in the period immediately preceding such Rent Review Date.

7.6 Lessor's right to review

The Lessor may institute a rent review notwithstanding the Rent Review Date has passed and the Lessor did not institute a rent review on or prior to that Rent Review Date, and in which case the Rent agreed or determined shall date back to and be payable from the Rent Review Date for which such review is made.

8. Insurance

8.1 Insurance required

The Lessee must effect and maintain with insurers approved by the Lessor (noting the Lessor's and the Lessee's respective rights and interest in the Premises) for the time being:

- (a) adequate public liability insurance for a sum not less than the sum set out at **Item 7** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require;
- (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;
- (c) 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;
- (d) employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Lessee employed in, about or on the Premises; and
- (e) any other policy of insurance which the Lessor may reasonably require or specify from time to time.

8.2 Building Insurance to be effected by Lessor

The Lessor shall effect and keep effected insurance to the full insurable value on a replacement or reinstatement value basis of the Premises against damage arising from fire, tempest, storm, earthquake, explosion, aircraft, or other aerial device including items dropped from any device, riot, commotion, flood, lightning, act of God, fusion, smoke, rainwater, leakage, impact by vehicle, machinery breakdown and malicious acts or omissions and other standard insurable risks and the Lessee will reimburse the Lessor for any premiums, excess or other costs arising therefrom.

8.3 Details and receipts

In respect of the insurances required by **clause 8.1** the Lessee must:

- (a) upon renewal of any insurance policy immediately forward to the Lessor copies of Certificates of Currency and details of the insurances as held by the Lessee;
- (b) promptly pay all premiums and produce to the Lessor each policy or certificate of currency and each receipt for premiums or certificate of currency issued by the insurers; and
- (c) notify the Lessor immediately:

- (i) when an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
- (ii) when a policy of insurance is cancelled.

8.4 Lessee May be Required to Pay Excess on Insurances

The Lessee AGREES with the Lessor that it shall be responsible to pay any excess payable in connection with the insurances referred to in **clause 8.1** and **clause 8.2**.

8.5 Not to invalidate

The Lessee must not do or omit to do any act or thing or bring or keep anything on the Premises which might:

- (a) render any insurance effected under **clause 8.1** and **clause 8.2** on the Premises, or any adjoining premises, void or voidable; or
- (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).

8.6 Report

Each Party must report to the other 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 in or on the Premises.

8.7 Settlement of claim

The Lessor may, but the Lessee may not without prior written consent of the Lessor, settle or compromise any claims under any policy of insurance required by **clause 8.1** and **clause 8.2**.

8.8 Lessor as attorney

The Lessee irrevocably appoints 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 8.1** and **clause 8.2**;
- (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 8.1** and **clause 8.2**;
- (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.

9. Indemnity

9.1 Lessee responsibilities

- (1) The Lessee is subject to the same responsibilities relating to persons and property to which the Lessee would be subject if during the Term the Lessee were the owner and occupier of the freehold of the Premises.

- (2) The Lessee is responsible and liable for all acts or omissions of the Lessee's Agents on the Premises and for any breach by them of any covenants or terms in this Lease required to be performed or complied with by the Lessee.

9.2 Indemnity

- (1) The Lessee indemnifies, and shall keep indemnified, the Lessor and the Minister for Lands from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Lessor or the Minister for Lands, or brought, maintained or made against the Lessor, in respect of:

- (a) any loss whatsoever (including loss of use);
- (b) injury or damage of, or to, any kind of property or thing; and
- (c) the death of, or injury suffered by, any person,

caused by, contributed to, or arising out of, or in connection with, whether directly or indirectly:

- (i) the use or occupation of the Premises by the Lessee or the Lessee's Agents;
- (ii) any work carried out by or on behalf of the Lessee on the Premises;
- (iii) the Lessee's activities, operations or business on, or other use of any kind of, the Premises;
- (iv) the presence of any Contamination, Pollution or Environmental Harm in on or under the Premises or adjoining land caused or contributed to by the act, neglect or omission of the Lessee or the Lessee's Agents;
- (v) any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's covenants or obligations under this Lease; or
- (vi) an act or omission of the Lessee.

9.3 Obligations Continuing

The obligations of the Lessee under this clause:

- (a) are unaffected by the obligation of the Lessee to take out insurance, and the obligations of the Lessee to indemnify are paramount, however if insurance money is received by the Lessor for any of the obligations set out in this clause then the Lessee's obligations under **clause 9.2** will be reduced by the extent of such payment.
- (b) continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

9.4 No indemnity for Lessor's negligence

The parties agree that nothing in this clause shall require the Lessee to indemnify the Lessor, its officers, servants, or agents against any loss, damage, expense, action or claim arising out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

9.5 Release

- (1) The Lessee:
- (a) agrees to occupy and use the Premises at the risk of the Lessee; and
 - (b) releases to the full extent permitted by law, the Lessor and the Minister for Lands from:
 - (i) any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Premises or arising from the Lessee's use or occupation of the Premises by;
 - (ii) loss of or damage to the Premises or personal property of the Lessee; and
 - (iii) all claims, actions, loss, damage, liability, costs and expenses arising from or connected with (directly or indirectly) the presence of any Contamination, Pollution or Environmental Harm in, on or under the Premises or surrounding area
- except to the extent that such loss or damage arises out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.
- (2) The release by the Lessee continues after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

10. Limit of Lessor's liability

10.1 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.

10.2 Limit on liability for breach of Lessor's covenants

- (1) The Lessor is only liable for breaches of the Lessor's Covenants set out in this Lease which occur while the Lessor is registered as the proprietor in fee simple in the Premises.
- (2) The Lessor will not be liable for any failure to perform and observe any of the Lessor's Covenants due to any cause beyond the Lessor's control.

11. Maintenance, repair and cleaning

11.1 Generally

- (1) The Lessee AGREES during the Term and for so long as the Lessee remains in possession or occupation of the Premises to maintain, replace, repair, clean and keep the Premises (which for the avoidance of doubt includes the Lessor's Fixtures and Fittings) and Appurtenances in Good Repair having regard to the age of the Premises at the Commencement Date PROVIDED THAT this subclause shall not impose on the Lessee any obligation:
- (a) to carry out repairs or replacement that are necessary as a result of fair and reasonable wear and tear, EXCEPT when such repair or replacement is necessary because of any act or omission of or on the part of the Lessee (or its servants, agents, contractors or invitees), or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee (or its servants, agents, contractors or invitees); and

- (b) in respect of any structural maintenance, replacement or repair EXCEPT when such maintenance, repair or replacement is necessary because of any act or omission of or on the part of the Lessee (or its servants, agents, contractors or invitees), or by the Lessee's particular use or occupancy of the Premises.
- (2) In discharging the obligations imposed on the Lessee under this subclause, the Lessee shall where maintaining, replacing, repairing or cleaning:
 - (a) any electrical fittings and fixtures;
 - (b) any plumbing;
 - (c) any air-conditioning fittings and fixtures;
 - (d) any gas fittings and fixtures,

in or on the Premises use only licensed trades persons, or such trades persons as may be approved by the Lessor and notified to the Lessee, which approval shall not be unreasonably withheld.
- (3) The Lessee must take such reasonable action as is necessary to:
 - (a) prevent, if it has occurred as a result of the Lessee's use of the Premises; and
 - (b) rectify or otherwise ameliorate,

the effects of erosion, drift or movement of sand, soil, dust or water on or from the Premises.

11.2 Cleaning

The Lessee must at all times keep the Premises clean, tidy, unobstructed and free from dirt and rubbish.

11.3 Repair

Unless such damage is the Lessor's responsibility pursuant to the terms of the Lease, the Lessee must promptly repair at its own expense to the satisfaction of the Lessor, any damage to the Premises, regardless of how the damage is caused and replace any of the Lessor's fixtures and fittings which are or which become damaged.

11.4 Responsibility for Securing the Premises

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

11.5 Maintain surroundings

- (1) The Lessee must regularly inspect and maintain in good condition any part of the Premises which surrounds any buildings, including but not limited to any flora, gardens, lawns, shrubs, hedges and trees.
- (2) The Lessee agrees that any pruning of trees must be undertaken by a qualified tree surgeon.
- (3) If any flora, trees or lawn dies the Lessee must replace the flora, trees or lawn at its own expense.
- (4) The Lessee must plant and care for such trees on the Premises as the Lessor may from time to time reasonably require.

- (5) The Lessee may not remove any trees, shrubs or hedges without first consulting with and obtaining the approval of the Lessor, except where necessary for urgent safety reasons.

11.6 Lessor's Fixtures and Fittings

The Lessee covenants and agrees that the Lessor's Fixtures and Fittings will remain the property of the Lessor and must not be removed from the Premises at any time.

11.7 Pest control

The Lessee must keep the Premises free of any pests and vermin and the cost of extermination will be borne by the Lessee.

11.8 Painting

- (1) The Lessee must on or before each repainting date as stated in **Item 8** of the Schedule paint with at least 2 coats of paint those parts of the Premises usually painted internally.
- (2) All painting carried out on the Premises must be carried out by a registered painting contractor; and the registered painting contractor or other person engaged by the Lessee to paint the Premises must:
- (a) do so in a proper manner using good quality materials;
 - (b) have the colour and quality of the materials approved in writing by the Lessor before the work commences;
 - (c) comply with all reasonable directions given or requests made by the Lessor; and
 - (d) be finished in a proper and workmanlike manner.

11.9 Drains

- (1) The Lessee must keep and maintain the waste pipes, drains and conduits originating in the Premises or connected thereto in a clean clear and free flowing condition and must pay to the Lessor upon demand the cost to the Lessor of clearing any blockage which may occur in such waste pipes, drains and conduits between the external boundaries of the Premises and the point of entry thereof into any trunk drain unless such blockage has been caused without neglect or default on the part of the Lessee.
- (2) The Lessee must not permit the drains, toilets, grease traps (if any) and other sanitary appliances on the Premises to be used for any purpose other than that for which they were constructed and must not allow any foreign matter or substance to be thrown therein.

12. Use

12.1 Restrictions on use

(1) Generally

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

- (a) use the Premises or any part of it for any purpose other than the Permitted Purpose; or
- (b) 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.

(2) No offensive or illegal acts

The Lessee 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.

(3) No nuisance

The Lessee 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.

(4) No dangerous substances

The Lessee 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:

- (a) any such storage must comply with all relevant statutory provisions;
- (b) all applications for the approval or renewal of any licence necessary for such storage must be first referred to the Lessor;
- (c) the Lessor may within its absolute discretion refuse to allow the storage of any particular dangerous compound or substance on the Premises; and
- (d) upon the request of the Lessor, the Lessee will provide a list of all dangerous compounds or substances stored on the Premises.

(5) No harm or stress

The Lessee 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.

(6) No signs

The Lessee 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.

(7) No smoking

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

(8) Removal of rubbish

The Lessee must keep the Premises free from dirt and rubbish and to store and keep all trade waste and garbage in proper receptacles.

(9) No pollution

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

12.2 No warranty

The Lessor gives no warranty:

- (a) as to the use to which the Premises may be put; or

- (b) that the Lessor will issue any consents, approvals, authorities, permits or licences required by the Lessee under any statute for its use of the Premises.

12.3 Lessee to Observe Copyright

In the event that the Lessee or any person sub-leasing, hiring, or in temporary occupation of the Premises provides, contracts for, or arranges for the performance, exhibition or display of any music or work of art the copyright of which is not vested in the Lessee or that person, the Lessee shall ensure that all obligations in regard to payment of copyright or licensing fees with the owner or licensor of the copyright are met before any such performance, exhibition or display is held.

12.4 Premises Subject to Restriction

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

12.5 Indemnity for Costs

The Lessee indemnifies the Lessor against any claims or demands for all costs, on a solicitor client basis, reasonably incurred by the Lessor by reason of any claim in relation to any matters set out in this **clause 12**.

13. Alcohol

13.1 Consumption of alcohol

The Lessee COVENANTS AND AGREES:

- (a) not to use or allow the Premises to be used for the consumption or sale of alcohol without first obtaining the written consent of the Lessor, and the Lessor shall determine any such application in its absolute discretion; and
- (b) that it shall not make an application for a licence or permit under the *Liquor Control Act 1988* for the Premises, or apply for an amendment to a licence or permit it has been granted, without first obtaining the written consent of the Lessor.

13.2 Liquor licence

The Lessee COVENANTS AND AGREES that if a licence or permit is granted under the Liquor Control Act 1988 for the Premises it must:

- (a) comply with any requirements attaching to the licence or permit at its cost and where any alteration is required to the Premises **clause 15** shall apply;
- (b) comply with the requirements of the Harm Minimisation Policy (as amended from time to time) of the Department of Racing, Gaming & Liquor, which will require, without limitation the following:
 - (i) the development and implementation of a House Management Policy and Code of Conduct (as defined by the Harm Minimisation Policy) for the Premises, and such policies must be displayed in a prominent position on the Premises at all times; and
 - (ii) the development and implementation of a Management Plan (as defined by the Harm Minimisation Policy) for the Premises.
- (c) provide a copy of the licence or permit (as well as a copy of any document referred to in the licence or permit, including without limitation a copy of the House Management

Policy, Code of Conduct and Management Plan (as defined by the Harm Minimisation Policy)) to the Lessor as soon as practicable after the date of grant;

- (d) renew the licence and will duly pay all fees payable for the renewal of the licence by virtue of the *Liquor Licensing Act 1988*; and
- (e) indemnify and keep indemnified the Lessor from and against any breach of the *Liquor Control Act 1988*, *Health (Food Hygiene) Regulations 1993*, *Liquor Control Regulations 1989* or the licence or permit or any conditions imposed thereupon for which it may be liable as the owner of the Premises.

14. Minimise nuisance to neighbours

- (1) The Lessee acknowledges that the Premises are located in close proximity to residential premises.
- (2) The Lessee must take all reasonable action to minimise and prevent disruption, nuisance and disturbance to surrounding residential premises, particularly during and following social events held at the Premises.
- (3) The Lessee must comply with all reasonable conditions and directions that may be imposed by the Lessor from time to time in relation to the minimisation and prevention of disruption, nuisance and disturbance to surrounding residential premises.

15. Alterations

15.1 Restriction

- (1) The Lessee must not without prior written consent:
 - (a)
 - (i) from the Lessor;
 - (ii) from any other person from whom consent is required under this Lease;
 - (iii) required under statute in force from time to time, including but not limited to the planning approval of the Lessee under a town planning scheme of the Lessee;
 - (b) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises; or
 - (c) subject to the performance of the Lessee's obligations in **clause 11**, 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.

15.2 Consent

- (1) If the Lessor and any other person whose consent is required under this Lease or at law consents to any matter referred to in **clause 15.1** the Lessor may:
 - (a) consent subject to conditions; and
 - (i) require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent; and
 - (ii) require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant; and
 - (b) if the Lessor consents to any matter referred to in **clause 15.1**:

- (i) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
- (ii) the Lessee must apply for and obtain all such consent approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.

15.3 Cost of Works

All works undertaken under this **clause 15** will be carried out at the Lessee's expense.

15.4 Conditions

If any of the consents given by the Lessor or other persons whose consent is required under this Lease or at law require other works to be done by the Lessee as a condition of giving consent, then the Lessee must at the option of the Lessor either:

- (a) carry out those other works at the Lessee's expense; or
- (b) permit the Lessor to carry out those other works at the Lessee's expense,

in accordance with the Lessor's requirements.

16. Lessor's right of entry

16.1 Entry on Reasonable Notice

The Lessee must permit entry by the Lessor or any Authorised Person onto the Premises without notice in the case of an emergency, and otherwise upon reasonable notice:

- (a)
 - (i) at all reasonable times;
 - (ii) with or without workmen and others; and
 - (iii) with or without plant, equipment, machinery and materials;
- (b) for each of the following purposes:
 - (i) to inspect the state of repair of the Premises and to ensure compliance with the terms of this Lease;
 - (ii) to carry out any survey or works which the Lessor considers necessary, however the Lessor will not be liable to the Lessee for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Lessee;
 - (iii) to comply with the Lessor's Covenants or to comply with any notice or order of any authority in respect of the Premises for which the Lessor is liable; and
 - (iv) to do all matters or things to rectify any breach by the Lessee of any term of this Lease but the Lessor is under no obligation to rectify any breach and any rectification under this **clause 16.1(b)(iv)** is without prejudice to the Lessor's other rights, remedies or powers under this Lease.

16.2 Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to at **clause 16.1(b)(iv)** together with any interest payable on such sums will be a debt due to the Lessor and payable to the Lessor by the Lessee on demand.

17. Statutory obligations and notices

17.1 Comply with Statutes

The Lessee must:

- (a) comply promptly with all statutes and local laws from time to time in force relating to the Premises;
- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the Premises specified at **clause 12**;
- (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.

17.2 Indemnity if Lessee Fails to Comply

The Lessee indemnifies the Lessor and the Minister for Lands against:

- (a) failing to perform, discharge or execute any of the items referred to in **clause 17.1**; and
- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clause 17.1**.

18. Report to Lessor

The Lessee must immediately report to the Lessor:

- (a) any act of vandalism or any incident which occurs on or near the Premises which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police and of which the Lessee is aware or should be aware;
- (b) any occurrence or circumstances in or near the Premises of which it becomes aware, which might reasonably be expected to cause, in or on the Premises, pollution of the environment; and
- (c) all notices, orders and summonses received by the Lessee and which affect the Premises and immediately deliver them to the Lessor.

19. Default

19.1 Events of Default

A default occurs if:

- (a) the Lessee is in breach of any of the Lessee's Covenants for 28 days after a Notice has been given to the Lessee to rectify the breach or to pay compensation in money;

- (b) the association is wound up whether voluntarily or otherwise;
- (c) the Lessee passes a special resolution under the *Associations Incorporation Act 2015* altering its rules of association in a way that makes its objects or purposes inconsistent with the use permitted by this Lease;
- (d) a mortgagee takes possession of the property of the Lessee under this Lease;
- (e) any execution or similar process is made against the Premises on the Lessee's property;
- (f) the Premises are vacated, or otherwise not used, in the Lessor's reasonable opinion, for the Permitted Purpose for six month period; or
- (g) a person other than the Lessee or a permitted sublessee or assignee is in occupation or possession of the Premises or in receipt of a rent and profits.

19.2 Forfeiture

On the occurrence of any of the events of default specified in **clause 19.1** 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 determine this Lease and from the date of giving such notice this Lease will be absolutely determined; and
- (c) by notice to the Lessee 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 will hold the Premises from the Lessor as a tenant from month to month under **clause 22**,

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

19.3 Lessor may remedy breach

If the Lessee:

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

then, after the Lessor has given to the Lessee notice of the breach and the Lessee has failed to rectify the breach within a reasonable time, the Lessor may without affecting any right, remedy or power arising from that default pay the money due or do or cease the doing of the breach as if it were the Lessee and the Lessee must pay to the Lessor on demand the Lessor's cost and expenses of remedying each breach or default.

19.4 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 conferred on the Lessor by the terms of the Lease or at law and will not operate as an election by the Lessor to exercise or not to exercise any right or power.

19.5 Essential Terms

Each of the Lessee's Covenants in **clauses 6** (Rent and Other Payments), **8** (Insurance), **9** (Indemnity), **11** (Maintenance, Repair and Cleaning), **12** (Use), **26** (Assignment, Subletting and Charging) and **31** (Goods and Services Tax), is an essential term of this Lease but this clause 19.5 does not mean or imply that there are no other essential terms in this Lease.

19.6 Breach of Essential Terms

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

- (a) the Lessee must compensate the Lessor for the loss or damage suffered by reason of the breach of that essential term;
- (b) the Lessor will be entitled to recover damages against the Lessee in respect of the breach of an essential term; and
- (c) the Lessee covenants with the Lessor that if the Term is determined:
 - (i) for breach of an essential term or the acceptance by the Lessor of a repudiation of this Lease by the Lessee; or
 - (ii) following the failure by the Lessee to comply with any notice given to the Lessee to remedy any default,

the Lessee must pay to the Lessor on demand the total of the Amounts Payable under this Lease which would have been payable by the Lessee for the unexpired balance of the Term as if the Term had expired by effluxion of time together with the losses incurred or reasonably expected to be incurred by the Lessor as a result of the early determination including but not limited to the costs of re-letting or attempting to re-let the Premises;

- (d) the Lessee agrees that the covenant set out in this **clause 19.6(c)** will survive termination or any deemed surrender at law of the estate granted by this Lease;
- (e) the Lessee may deduct from the amounts referred to at **clause 19.6(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 effluxion of time; and
- (f) the Lessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms but the Lessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Lease.

20. Damage or destruction of Premises

20.1 Abatement of Rent

If the Premises are at any time during the Term, without neglect or default of the Lessee, destroyed or damaged by fire or other risk covered by insurance so as to render the same unfit for the occupation and use of the Lessee, then the Rent or a proportionate part thereof (according to the nature and extent of the damage) shall abate until the Premises have been rebuilt or made fit for the occupation and use of the Lessee, and in case of any dispute arising under this provision the same will be referred to arbitration under the provisions of the *Commercial Arbitration Act 1985* and the full Rent must be paid without any deduction or abatement until the date of the arbitrator's award whereupon the Lessor will refund to the Lessee any Rent which according to the aware appears to have been overpaid.

20.2 Total Damage or Destruction

If the premises are at any time during the Term destroyed or damaged to an extent as to be wholly unfit for the occupation and use of the Lessee either party may be notice in writing to the other of them given within sixty (60) days after the event elect to cancel and terminate this lease. The term will terminate upon such notice being given and the Lessee must vacate the premises and surrender the same to the Lessor, but such termination will be without prejudice however to the liability of the Lessee under this Lease up to the date of termination.

21. Option to renew

If the Lessee at least one month, but not earlier than 12 months, prior to the date for commencement of the Further Term gives the Lessor a Notice to grant the Further Term and:

- (a) all consents and approvals required by the terms of this Lease or at law have been obtained; and
- (b) there is no subsisting default by the Lessee at the date of service of the Notice in:
 - (i) the payment of Amounts Payable; or
 - (ii) the performance or observance of the Lessee's Covenants,

the Lessor shall grant to the Lessee a lease for the Further Term at the Rent and on terms and conditions similar to this Lease other than this **clause 21** 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.

22. Holding over

If the Lessee remains in possession of the Premises after the expiry of the Term with the consent of the Lessor, the Lessee will be a monthly tenant of the Lessor at a rent equivalent to one twelfth of the Rent for the period immediately preceding expiry of the Term and otherwise on the same terms and conditions of this Lease provided that all consents required under this Lease or at law have been obtained to the Lessee being in possession of the Premises as a monthly tenant.

23. Restore premises

Prior to Termination, the Lessee at the Lessee's expense must restore the Premises to a condition consistent with the observance and performance by the Lessee of the Lessee's Covenants under this Lease fair wear and tear excepted.

24. Yield up the premises

24.1 Peacefully surrender

On Termination the Lessee must:

- (a) peacefully surrender and yield up to the Lessor the Premises in a condition consistent with the observance and performance of the Lessee's Covenants 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.

24.2 Clause 24.1 to survive termination

The Lessee's obligation under **clause 24.1** will survive termination.

25. Removal of property from Premises

25.1 Remove property prior to termination

Prior to Termination, unless otherwise mutually agreed between the parties, the Lessee must remove from the Premises all property of the Lessee which is not a fixture 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.

25.2 Lessor can remove property on re-entry

On re-entry the Lessor will have the right to remove from the Premises any property of the Lessee and the Lessee indemnifies the Lessor against all damage caused by the removal of and the cost of storing that property.

26. Assignment, Subletting and Charging

26.1 No assignment or sub-letting without consent

The Lessee must not assign the leasehold estate in the Premises nor Sub-let, part with possession, or dispose of the Premises or any part of the Premises without the prior written consent of the Minister for Lands, the Lessor and any other persons whose consent is required under the terms of this Lease or at law.

26.2 Lessor's Consent to Assignment and Sub-letting

Provided all parties whose consent is required, under this Lease or at law, to an assignment or Sub-letting, give their consent and any assignment or sublease is for a purpose consistent with the use of the Premises permitted by this Lease then the Lessor may not unreasonably withhold its consent to the assignment or Sub-letting of the leasehold estate created by this Lease if:

- (a) the proposed assignee or sublessee is a respectable and responsible person of good financial standing capable of continuing the permitted use for non-profit making community purposes;
- (b) all Amounts Payable due and payable have been paid and there is no existing unremedied breach, whether notified to the Lessee or not, of any of the Lessee's Covenants;
- (c) the Lessee procures the execution by:
 - (i) the proposed assignee of a deed of assignment; or
 - (ii) the proposed sublessee of a deed of sublease,to which the Lessor is a party and which deed is prepared and completed by the Lessor's solicitors; and
- (d) the assignment contains a covenant by the assignee or sublessee with the Lessor to pay all Amounts Payable and to perform and observe all the Lessee's Covenants.

26.3 Where sublessee is a community group

If the proposed sublessee is a community group, whether or not a body corporate or unincorporated, the Lessor may not require a deed of sublease under **clause 26.2(c)**.

26.4 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.

26.5 Property Law Act 1969

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

26.6 Costs for assignment and sub-letting

If the Lessee wishes to assign or sub-let the leasehold estate created by this Lease the Lessee must pay all reasonable professional and other costs, charges and expenses, incurred by the Lessor or other person whose consent is required under this Lease, of and incidental to:

- (a) the enquiries made by or on behalf of the Lessor as to the respectability, responsibility and financial standing of each proposed assignee or sublessee;
- (b) any consents required under this Lease or at law; and
- (c) all other matters relating to the proposed assignment or sub-letting,

whether or not the assignment or Sub-letting proceeds.

26.7 No mortgage or charge

The Lessee must not mortgage nor charge the Premises.

27. Disputes

27.1 Referral of Dispute: Phase 1

Except as otherwise provided any dispute arising out of this Lease is to be referred in the first instance in writing to the Lessor's Representative as nominated in writing by the Lessor from time to time (**the Lessor's Representative**) who shall convene a meeting within 10 days of receipt of such notice from the Lessee or such other period of time as is agreed to by the parties between the Lessor's Representative and an officer of the Lessee for the purpose of resolving the dispute (**the Original Meeting**).

27.2 Referral of Dispute: Phase 2

In the event the dispute is not resolved in accordance with **clause 27.1** of this Lease then the dispute shall be referred in writing to the CEO of the Lessor who shall convene a meeting within 10 days of the Original Meeting or such other date as is agreed to by the parties between the CEO and the President of the Lessee for the purpose of resolving the dispute.

27.3 Appointment of Arbitrator: Phase 3

In the event the dispute is not resolved in accordance with **clause 27.2** of this Lease then the dispute shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 1985* (as amended from time to time) and the Lessor and the Lessee may each be represented by a legal practitioner.

27.4 Payment of Amounts Payable to Date of Award

The Lessee 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 is not required to be paid within the terms of the award of the Arbitrator or by agreement between the Lessor and the Lessee then the Lessor will refund to the Lessee the monies paid

28. Prior notice of proposal to change rules

The Lessee agrees that it will not change its rules of association under the *Associations Incorporations Act 2015* without notifying the Lessor of its intention to make such a change prior to consideration of the required special resolution.

29. Provision of information

The Lessee agrees to provide to the Lessor:

- (a) a copy of the Lessee's audited annual statement of accounts for each year;
- (b) advice of any changes in its office holders during the Term; and
- (c) any information reasonably required by the Lessor.

30. Caveat

30.1 No absolute caveat

The Lessee nor any person on behalf of the Lessee will, without the prior written consent of the Minister for Lands and the Lessor, lodge any absolute caveat at Landgate against the Certificate of Title for the Land, to protect the interests of the Lessee under this Lease.

30.2 CEO & Lessor as attorney

In consideration of the Lessor having granted this Lease to the Lessee, the Lessee irrevocably appoints the Lessor and the CEO of the Lessor jointly and severally:

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

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

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

and the costs of withdrawing any caveat or surrendering this Lease (including the Lessor's solicitor's costs and registration fees) will be borne by the Lessee.

30.3 Ratification

The Lessee undertakes to ratify all the acts performed by or caused to be performed by the Lessor, its agent or attorney under this clause.

30.4 Indemnity

The Lessee indemnifies the Lessor against:

- (a) any loss arising directly from any act done under this clause. and
- (b) all costs and expenses incurred in connection with the performance of any act by the attorney on behalf of the Lessee under this clause.

31. Goods and services tax

31.1 Definitions

The following definitions apply for the purpose of this clause:

- (a) **Act** means the Commonwealth's *A New Tax System (Goods and Services Tax) Act 1999* and associated Acts and subsidiary legislation;
- (b) **Consideration** means the Amounts Payable or any other money payable to the Lessor under this Lease, but does not include the amount of the GST which may apply to the Amounts Payable or other money payable under the Act;
- (c) **GST** means a tax under the Act levied on a Supply including but not limited to the Amounts Payable or other money payable to the Lessor for goods or services or property or any other thing under this Lease; and
- (d) **Supply** means a good or service or any other thing supplied by the Lessor under this Lease and includes but is not limited to a grant of a right to possession of the Premises.

31.2 Lessee to pay GST

- (1) The Consideration will be increased by the amount of the GST, if any, which the Lessor is required under the Act to pay on any Supply made under this Lease.
- (2) The Lessee must pay any increase referred to at **clause 31.2(1)** whether it is the Lessee or any other person who takes the benefit of any Supply.
- (3) The Lessee must pay the amount of the GST to the Lessor at the same time and in the same manner as the Lessee is required to pay the Consideration under this Lease.

31.3 Consideration in Kind

If consideration in kind is accepted by the Lessor for any Supply made under this Lease, the GST amount payable to the Lessor under **clause 31.2(2)** in respect of the consideration in kind will be calculated by using the prevailing market value of the consideration in kind as determined by the Lessor.

- (1) No Contribution from Lessor

If the Lessee is required under this Lease to make any payment of money or give other consideration to a third party for outgoings, goods, services and benefits of any kind, the Lessee is not entitled to any contribution from the Lessor for any GST payable by it to any person.

(2) Statement of GST paid is Conclusive

A written statement given to the Lessee by the Lessor of the amount of the GST that the Lessor pays or is liable to pay or account for is conclusive as between the Parties except in the case of an obvious error.

(3) Tax Invoices

For each payment by the Lessee under this clause the Lessor agrees to promptly deliver to the Lessee, as required under the Act, tax invoices and adjustment notes in a form which complies with the Act, so as to enable the Lessee to claim input tax credits or decreasing adjustments for Supplies.

(4) Reciprocity

If the Lessee furnishes any Supplies to the Lessor under this Lease, then the requirements set out in this clause with respect to the Lessee will apply to the Lessor with the necessary changes.

32. No Fetter

Notwithstanding any other provision of this Lease, the Parties acknowledge that the Lessor is a local government established by the *Local Government Act 1995*, and in that capacity, the Lessor may be obliged to determine applications for consents, approvals, authorities, licences and permits having regard to any Written Law governing such applications including matters required to be taken into consideration and formal processes to be undertaken, and the Lessor shall not be taken to be in default under this Lease by performing its statutory obligations or exercising its statutory discretions, nor shall any provision of this Lease fetter the Lessor in performing its statutory obligations or exercising any discretion.

33. Additional Terms Covenants and Conditions

Each of the terms, covenants 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 as if incorporated into the body of this Lease.

34. *Commercial Tenancy Act*

If at any time and for so long as the *Commercial Tenancy (Retail Shops) Agreements Act 1985* applies to this Lease and a provision of that Act conflicts with a provision of this Lease, then each conflicting provision of this Lease is deemed to be amended to the extent necessary to comply with that Act.

35. 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.

36. 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.

37. 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.

38. Notice

38.1 Form of delivery

A Notice to a Party must be in writing and may be given or made:

- (a) by delivery to the Party personally; or
- (b) by addressing it to the Party and leaving it at or posting it by registered post to the address of the Party appearing in this Lease or any other address nominated by a Party by Notice to the other.

38.2 Service of notice

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

- (a) if by personal delivery, when delivered;
- (b) if by leaving the Notice at an address specified in **clause 38.1(b)**, at the time of leaving the Notice, provided the Notice is left during normal business hours; and
- (c) if by post to an address specified in **clause 38.1(b)**, on the second business day following the date of posting of the Notice.

38.3 Signing of notice

A Notice to a Party may be signed:

- (a) if given by an individual, by the person giving the Notice;
- (b) if given by a corporation, by a director, secretary or manager of that corporation;
- (c) if given by a local government, by the CEO;
- (d) if given by an association incorporated under the *Associations Incorporation Act 2015*, by any person authorised to do so by the board or committee of management of the association; or
- (e) by a solicitor or other agent of the individual, corporation, local government or association giving the Notice.

39. 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.

40. Variation

This Lease may be varied only by deed executed by the parties subject to such consents as are required by this Lease or at law.

41. 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.

42. 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.

43. 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.

44. Waiver

44.1 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.

44.2 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.

Schedule

Item 1 Land and Premises

Land

Lot 701 (formerly Lot 1022) on Deposited Plan 415898 being the whole of the land comprised in Qualified Certificate of Crown Land Title Volume LR3170 Folio 76. Reserve 53340.

Premises

That part of the Land hachured on the plan annexed hereto as **Annexure 1**, including all buildings, structures, alterations, additions and improvements on that part of the Land, or erected on that part of the Land during the Term.

Item 2 Term

10 years commencing on 1 October 2018 and expiring on 30 September 2028.

Further Term

10 years commencing on 1 October 2028 and expiring on 30 September 2038.

Item 3 Commencement Date

The date of consent from the Minister for Lands to this Lease being 1 October 2018.

Item 4 Rent

\$1 per annum payable on demand.

Item 5 Rent Review

Not applicable.

Item 6 Permitted purpose

Clubrooms, parking of boats and boat trailers and uses reasonably ancillary thereto.

Item 7 Public liability insurance

Twenty million dollars (\$20,000,000.00).

Item 8 Repainting Dates

As directed by the Lessor but no later than the end of the first and further Term referred to in **Item 2** of the Schedule.

Item 9 Additional terms and covenants

9.1 Storage of Petroleum

Subject to **clause 12.1(4)** the Lessee is permitted to store petroleum on the Premises provided that it is stored in appropriate fuel tanks or containers in accordance with the requirements of the Department of Mines and Petroleum.

9.2 Transfer of Liquor Licence

- (1) The Lessee acknowledges that at the expiration or early determination of the Lease the Lessee no longer has the right to carry on business at the Premises, including the business the subject of the liquor licence.
- (2) The Lessee irrevocably consents, in terms of section 84(1) of the *Liquor Control Act 1988*, to the transfer of the liquor licence to the Lessor or the Lessor's nominee at the expiration or earlier determination of this Lease.
- (3) The Lessee shall, at the expiration or early determination of the Lease execute and deliver to the Lessor such documents (and if necessary incomplete in detail) as may be necessary to enable the Lessor to arrange a transfer of the Licence to the Lessor or the Lessor's nominee at any time without further reference to the Lessee.
- (4) The Lessee (if required by the Lessor to do so) shall obtain the signature of each proposed transferee assignee sublessee or mortgagee of the Premises to such documents as are required under the provisions of the *Liquor Control Act 1988* for a transfer of the licence and a Power of Attorney to enable the Lessor to fill in the blanks on those documents and to do all things necessary for transferring the Licence and until completion of such transfer to act as agent for such transferee, sublessee or mortgagee of the licensee.
- (5) If required pursuant to section 146 of the *Liquor Control Act 1988* duly and punctually comply with the requirements for the lodgement of liquor returns and will provide a copy of those liquor returns to the Lessor at the time of lodgement.

9.3 Exoneration of Lessor

The Lessor shall not be liable for any loss or damage suffered by the Lessee by reason of any accident arising from the water, sewerage, gas or electricity or other services used or installed in the premises or by reason of any leakage overflow or escape of water, sewerage, gas or electricity unless the same is directly attributable to the negligence of the Lessor.

9.4 Member Usage

The Premises is to be used for Member and Member affiliated functions only.

Casual Hire of the Premises is subject to and conditional on the prior approval of the Minister for Lands under the *Land Administration Act 1997*.

Signing page

EXECUTED

2019

THE COMMON SEAL of the **SHIRE OF GINGIN** was hereunto affixed by authority of a resolution of the Council in the presence of:

Signature of Shire President

Full name of Shire President

Signature of Chief Executive Officer

Full name of Chief Executive Officer

THE COMMON SEAL of **LANCELIN ANGLING AND AQUATIC CLUB (INC)**, was hereunto affixed pursuant to the constitution of the Lessee in the presence of each of the undersigned each of whom hereby declares by the execution of this document that he or she holds the office in the Lessee indicated under his or her name-

Office Holder Sign

Office Holder Sign

Name:

Name:

Address:

Address:

Office Held:

Office Held:

Annexure 1 – Sketch of Premises

Reserve 53340
Lot 701



11.3. PLANNING AND DEVELOPMENT**11.3.1 FINAL ADOPTION OF SHIRE OF GINGIN COASTAL HAZARD RISK MANAGEMENT AND ADAPTATION PLAN (CHRMAP)**

File:	ENV/17
Author	Kylie Bacon –Manager Statutory Planning
Reporting Officer:	Bob Kelly – Acting Executive Manager Regulatory and Development Services
Report Date:	16 April 2019
Refer	20 November 2018 Item 11.3.1
Appendices	<ol style="list-style-type: none">1. Coastal Hazard Risk Management and Adaptation Plan – <i>Circulated Separately Due to Size of Document</i>2. Schedule of Submissions

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider adoption of the final draft Shire of Gingin Coastal Hazard Risk Management and Adaptation Plan (CHRMAP), authorising its implementation.

BACKGROUND

State Planning Policy 2.6: State Coastal Planning Policy (SPP 2.6 or Policy) requires local planning authorities to prepare for the impacts of coastal erosion and coastal inundation (temporary flooding of normally dry land). The Policy requires local government to show due regard for the policy when making or revising schemes and assessing new development. The policy also requires that local governments, and other relevant planning authorities with coastal jurisdiction, prepare Coastal Hazard Risk Management and Adaptation Plans (CHRMAP) in accordance with the Policy, policy guidelines and CHRMAP guidelines.

The Policy indicates a clear preference for relevant authorities to consider a strategy of planned or managed retreat over coastal protection. Planned and managed retreat is aimed at accommodating the impacts of long term sea level rise (current projections of 0.9m by 2110), preserving public beach access and coastal ecosystems, and allowing future decision makers flexibility to change management approaches (unlike hard coastal protection).

In September 2017, the Western Australian Planning Commission released the draft *Planned and Managed Retreat Guidelines* (the Guidelines) to provide guidance as to how planned and managed retreat could be implemented under the existing State legislative and policy framework. The Guidelines recommend the use of voluntary or compulsory acquisition provisions provided for under the *Land Administration Act 1997* (WA) and *Planning and Development Act 2005* (WA).

In reality, this is unlikely to occur in the Shire of Gingin unless the State or Commonwealth Governments provide the majority of funding to acquire property. There is no obligation on Government to adopt a strategy that may invoke a requirement to compensate land owners for loss due to erosion. It is important to note that while the managed retreat option is recommended in this CHRMAP, its future implementation will need further investigation with respect to the implications for both Government and private stakeholders. It is also important to note that landowners who may be considering purchasing or developing land in designated hazard areas should not assume that any funds will be forthcoming to support future retreat.

Community engagement sessions were held in the Shires of Dandaragan and Gingin during May 2017. At these sessions, the community had the opportunity to view and discuss the maps, provide information about the uses and values of coastal areas to inform future planning, and see examples of how other communities are adapting to coastal change. These sessions were open to all members of the public and participants were asked to complete a feedback form at the session. Coastal engineers, marine scientists, planners and Shire representatives were on hand to discuss the information in person. The information gathered at these sessions was used to inform the final draft of the plan.

On 20 February 2018, Council resolved to advertise the final draft CHRMAP for a period of 60 days including a public workshop held at the Lancelin Angling and Aquatic Club (LAAC). This consultation period has since expired and the CHRMAP is presented to Council for adoption as attached in **Appendix 1**, with the submissions received and attached in **Appendix 2**.

The final draft CHRMAP was considered by Council at the 20 November 2018 Ordinary Council meeting, at which time Council resolved to defer consideration of the document pending in-depth analysis of legal advice received in relation to the matter.

The legal advice has been circulated separately to Councillors for their information.

COMMENT

Development of the Gingin CHRMAP has followed the requirements of SPP 2.6 and supporting guideline documents. Previous work had highlighted three coastal townships within the Shire, being Seabird, Ledge Point and Lancelin as being at risk of coastal erosion and these areas form the focus for this CHRMAP. The coastal zones of each township were divided into management units (two at Seabird, four at Ledge Point and four at Lancelin) with similar asset types and exposure to coastal hazards. A risk and vulnerability assessment was applied to each management unit and results highlighted the most vulnerable management unit within each township, for which more detailed assessment of adaptation options were investigated.

A range of options for addressing the challenges of coastal erosion and its effects on the coastal zone over the next decade and century have been outlined. While it is natural that local communities would prefer to protect and preserve the current features of the coastal zone, the reality is that unless some new and innovative protection methods are developed, the costs of maintaining current features will likely become prohibitively expensive at some point in the future, given current sea level rise projections. The interim nature of protection options needs to be recognised across the community and adaption options developed and solutions optimised for social, environmental and economic (affordability) drivers.

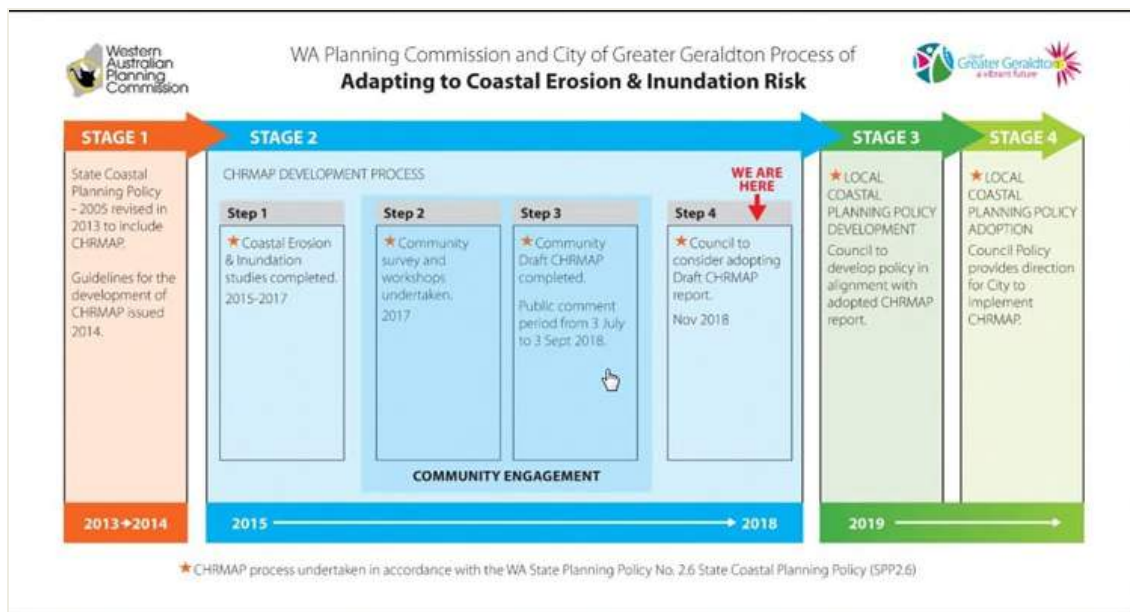
In the absence of funding to acquire properties and implement a strategy of planned or managed retreat and resources to fund long term protection strategies, the Shire's Administration has worked with Cardno and the Department of Planning, Lands and Heritage to design an alternative interim planning framework.

This planning framework accords with advice received from the Department of Planning, Lands and Heritage in 2016 and can be readily adapted to facilitate a strategy of planned or managed retreat as per the Guidelines if funding becomes available for acquisition in the future. This alternative framework utilises time limited planning consents to allow the continued development and use of land until coastal hazards materialise. This framework does not provide compensation to landholders if coastal hazards materialise.

The complex planning issues around setting the intent and establishing controls such as Special Control Areas to either restrict development within currently developed areas and/or rezone currently undeveloped land to avoid future development are discussed for each of the management units within each township. A number of options were identified that aim to protect developed areas under imminent threat of a storm erosion event.

The CHRMAP is a strategic document that recommends specific investigations and ongoing monitoring actions to inform a five yearly review of the plan. Further consultation with the community is proposed in Stage 3 during the development of a local coastal planning policy.

Figure 1: Coastal Adaptation Process Flowchart



Community Consultation

The draft CHRMAP was advertised via written correspondence to coastal landowners in Seabird, Ledge Point and Lancelin. The report was also advertised on the Shire's website and Facebook page. Advertising was undertaken for a period of 60 days, including a public workshop held at the Lancelin Angling and Aquatic Club on 28 April 2018. Submissions on the proposal were invited up to and including 29 June 2018. A total of 12 submissions were received, 11 objecting to the CHRMAP report and one providing a general comment. Those submissions have been outlined in the submissions table.

Cardno have reviewed all submissions and have provided responses as appropriate.

STATUTORY ENVIRONMENT

Section 1.3(3) of *Local Government Act 1995* details the process for local governments for planning for future risks:

1. In carrying out its functions a local government is to use its best endeavours to meet the needs of current and future generations through an integration of environmental protection, social advancement and economic prosperity.

Planning and Development Act 2005 – Part 3 – State Planning Policy No. 2.6
– *State Coastal Planning Policy details that:*

2. Local and regional planning strategies, structure plans, schemes, subdivisions, strata subdivision, development applications, coastal planning strategies and foreshore management plans, as well as other planning decisions and instruments relating to the coast should comply with the policy measures;
3. A coastal planning strategy or foreshore management plan is developed in consultation with the broad community and relevant public authorities, and achieve the approval of the local land manager and the WAPC if appropriate;
4. Implementation of this Policy will be through related state planning policies, regional strategies, local planning strategies and regional and local planning schemes.

The development of the final draft Gingin CHRMAP report is consistent with these Acts.

Shire of Gingin Local Planning Scheme No 9

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2017-2027

Focus Area	<i>Natural Environment</i>
Objective	<i>2. To develop the Shire's capacity to support the conservation of natural assets and undertake sustainable resource management</i>
Outcome	<i>2.2 Sustainable Resource Management The Shire practices sustainable resource management within its operations and supports the community to do the same.</i>
Key Service Areas	<i>Strategic Town Planning</i>
Priorities	<i>N/A</i>

VOTING REQUIREMENTS – SIMPLE MAJORITY

OFFICER RECOMMENDATION

That Council:

1. Adopt the Shire of Gingin Coastal Hazard Risk Management and Adaptation Plan (CHRMAP) as shown at Appendix 1, authorising its implementation; and
2. Direct the Chief Executive Officer to initiate preparation of a Local Coastal Planning Policy in accordance with Stage 3 of the Coastal Adaptation Process flow chart.

ALTERNATIVE MOTION

Moved: Councillor Elgin

Seconded: Councillor Johnson

That Council:

1. Accept the Shire of Gingin Coastal Hazard Risk Management and Adaptation Plan (CHRMAP) as a guiding document and acknowledge that there is significant erosion that requires control;
2. Acknowledge that the Shire cannot facilitate a retreat option from its own resources and that other controls need to be considered; and
3. Commit to including a full public consultation process as part of the CHRMAP review scheduled for 2022.

AMENDMENT

Moved: Councillor Fewster Seconded: Councillor Rule

Amend Part 1 by replacing "Accept" with "Adopt".

CARRIED
5-4

For: Councillors Fewster, Rule, Court, Collard

Against: Councillors Johnson, Lobb, Peczka, Elgin

There being an equal number of votes for and against, the Shire President exercised his casting vote in the affirmative.

THE AMENDMENT WAS INCORPORATED INTO THE SUBSTANTIVE MOTION

AMENDMENT

Moved: Councillor Fewster Seconded: Councillor Court

That the following be included as Part 4:

4. Direct the Chief Executive Officer to initiate preparation of a Local Coastal Planning Policy in accordance with Stage 3 of the Coastal Adaptation Process flow chart.

LOST
3-5

For: Councillors Fewster, Rule, Court,

Against: Councillor Johnson, Lobb, Peczka, Collard, Elgin

COUNCIL RESOLUTION

Moved: Councillor Elgin Seconded: Councillor Johnson

That Council:

1. **Adopt the Shire of Gingin Coastal Hazard Risk Management and Adaptation Plan (CHRMAP) as a guiding document and acknowledge that there is significant erosion that requires control;**
2. **Acknowledge that the Shire cannot facilitate a retreat option from its own resources and that other controls need to be considered; and**
3. **Commit to including a full public consultation process as part of the CHRMAP review scheduled for 2022.**

CARRIED
5/3

For: Councillors Fewster, Rule, Elgin, Collard, Court

Against: Councillors Johnson, Lobb, Peczka

REASON FOR ALTERNATIVE MOTION

The adoption of the CHRMAP will compromise the Shire's financial position and in no way addresses our current issues.

**DOCUMENT CIRCULATED
SEPARATELY**

APPENDIX 1

APPENDIX 2

SCHEDULE OF SUBMISSIONS AND RECOMMENDED RESPONSES

COASTAL HAZARD RISK MANAGEMENT AND ADAPTATION PLAN (CHRMAP) COMMENTS

- Long-term funding arrangements are not in place and this is an issue for the different levels of Government. Cardno can not, and has not, speculated on where funding should come from or where specific responsibility for dealing with coastal management lies. It has estimated levels of funding that may be required for various options and recommended future investigations to inform funding arrangements and responsibilities.
- Cardno's scope did not include coastal processes assessments or investigations of coastal hazards and the development of coastal hazard lines. This work was carried out previously and Cardno has used it to inform the components of the CHRMAP process within its scope. Questions and comments around the underlying science, modelling and development of coastal hazard lines should have been addressed by the Shire and relevant consultants that did this work, during earlier community consultation.
- Assessment of coastal inundation has not been carried out in the context of SPP2.6 for the Shire, and it was not part of Cardno's scope to consider it.
- The CHRMAP is commonly referred to as a 'report' by respondents. It is not report but a (strategic) plan (the difference is important) that will be continually renewed and updated. There is also a notion that it is setting a definite future pathway (of managed retreat) which it in no way has. Although it has stated that managed retreat is likely to be the only financially viable option at some point in the future, given rising sea levels, unless new and innovative protective mechanisms are developed. Cardno has never presented the CHRMAP as setting definite management pathways to the community, but acknowledges there has been a failing in community consultation for there to be such confusion about it. Many respondents appear to have not read the detail on the CHRMAP and seem to be have been misinformed about its contents and purpose.

No.	Submitter	Submission Detail
1.	Ratepayer	<p>The Submitter does not support the proposal and makes the following comments:</p> <p><i>"Dear Councillors, I write to you as an extremely concerned rate payer of more than 22 years and a State and Federal voter of 48 years. We have a property in Seabird and are experiencing all that goes with the coastal erosion, good and bad. We have experienced years of inaction so much so that we took the matter into our own hands and spent tens of thousands of dollars of our own money in building a (relatively unsophisticated but very effective) sea wall in front of our home a decade ago to protect it. We have also experienced the commissioning of expensive report after report. In stark contrast to this we have also experienced the amazing efforts of the Seabird Progress Association (SPA), the Shire and State Government to provide Seabird with the sea wall in 2016. Installing the sea wall was a classic example of what can be achieved when passionate community spirit and the power of Government combine. This was a truly forward thinking and marvellous achievement and I applaud both the SPA, the Shire of Gingin and the State Government for their respective roles in bringing this to fruition. This however, is in absolute contrast to what we are currently confronted with. The Coastal Hazard Risk Management and Adaptation report that has been prepared for the Shire is a dangerous and totally unacceptable report and must never be adopted. To allow this report to be adopted or even have any oxygen would destroy the tremendous, collaborative work to date by community and Government. Using theoretical computer models, that may or may not be accurate predictors of the future the report basically says that the "worst case scenario" and assuming we</i></p>

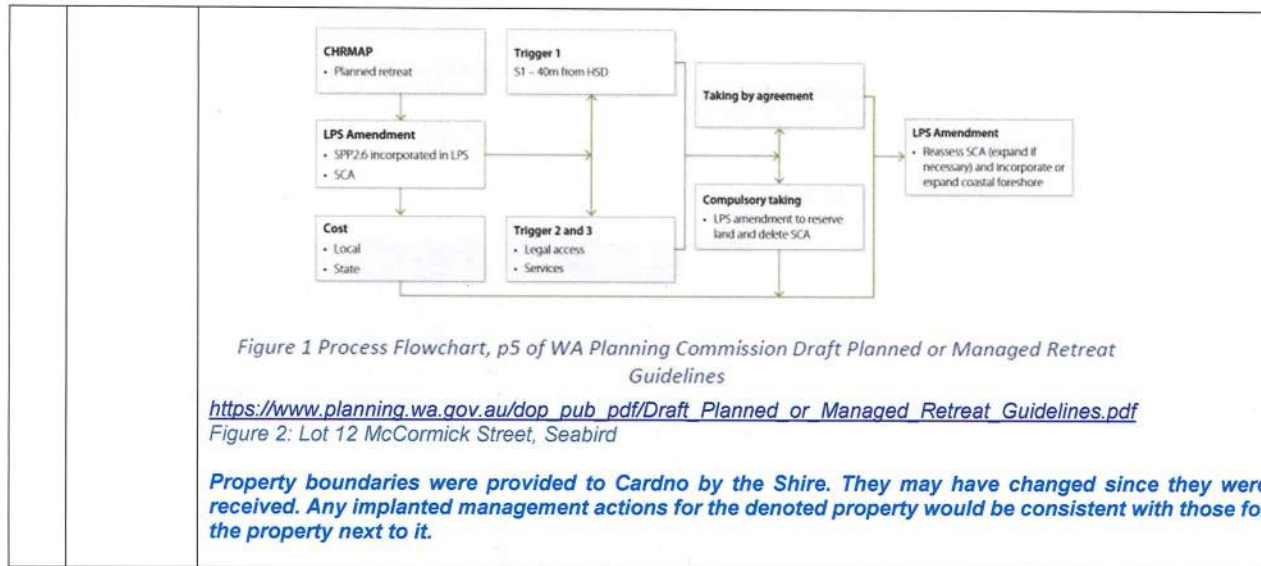
		<p>experience a "1 in 500 year event" concludes that the coast line is too expensive to defend and so retreat should be the adopted policy. I have these quotes in inverted commas because they were the words of the Cardno representative at the community meeting in Lancelin on Saturday. Alarming he also said that we shouldn't get too concerned at these lines drawn on a map as they are "...<u>theoretical set back lines and all our reports tend to conclude the same</u>". How very reassuring that you have chosen a report to be authored by a firm that always recommends retreat as the preferred policy. If this wasn't so serious it could be used for the script of Yes Minister. If this report goes the way of many predecessors and is just lost in history then fine but PLEASE do NOT adopt this report in any way. You are dealing with the lives and properties of hard working rate payers who have shown that by working together great things can be achieved. Our properties <u>ARE</u> worth protecting. It is the theoretical computer modelling that should retreat not families and their properties. <u>Accepting this report is conceding defeat and we will never do that. Retreat is NOT an option. Continuing our hard work together is THE ONLY option.</u> I was at the meeting on Saturday and witnessed firsthand the emotion, even anger that this report has created and I urge you, as our elected voice not to underestimate that. I urge you to individually and collectively embrace the local support and lobby State and Federal Governments to continue to fund initiatives that are demonstrably working as will future initiatives. If there is anything more I can be doing please advise."</p> <p><u>This is not a report with concrete conclusions, it is a plan outlining future pathways, which includes options for protection. This respondent has, unfortunately, not understood the purpose of the document/process or received clarification through the community consultation process.</u></p> <p><u>Cardno had no involvement in developing the hazard extents, which is stated clearly in the CHRMAP. The respondent should refer to Section 1.5 (page 10) which summarises the development of these. They are not, however, seen as incorrect with respect to the requirements of SPP2.6. Further education around how the lines are calculated and what they represent is needed.</u></p> <p><u>Misquoted – these lines are not considered "theoretical" and this would not have been stated. "Set back lines" is also a terminology that is no longer used, although the method for calculating the lines is still based on the original methodology to establish planning setbacks (which admittedly creates significant confusion). They are coastal hazard extents for planning purposes and should not be seen as future shoreline predictions.</u></p>
2.	Ratepayer	<p>The Submitter does not support the proposal and makes the following comments:</p> <p><i>"Hi, We fully support the comments & recommendations forwarded to the Gingin Shire Council by the Seabird Progress Association. We request that the Council step up to the challenges of preserving our coastal towns. After all, it is in your best interests as well. Coastal retreat should be last resort. The negativity of this recommendation will decimate vital tourist & recreational communities. You have a responsibility to protect the communities that support your beaurocracies."</i></p>

		<i>The value of natural beaches, foreshores and vegetated dunes for tourism and recreation (which is generally diminished by hard protection structures) should also be considered.</i>
3.	Ratepayer	<p>The Submitter does not support the proposal and makes the following comments:</p> <p><i>"Please record our concern about the seabird and generally the coastal future of the west coast because of the erosion of the beach front</i></p> <p><i>Generally both Helen and I are concerned about How the tides are eroding the beach front and how quickly this has happened.</i></p> <p><i>It was appreciated the response when the shire reacted after the seabird community showed there displeasure outside the shire office some time ago but time seems to have only allowed further erosion to the sea shore.</i></p> <p><i>We personally do not agree to the retreating aspect as mentioned in your previous correspondence and you would understand our reasons for so thinking as we have a property within the Seabird caravan park.</i></p> <p><i>A further consideration is the need for the township people in Seabird to have an upgraded boat ramp for general use by the fishermen of the community.</i></p> <p><i>We will be attending your meeting on the 28th April and look forward to how the problem will be addressed."</i></p> <p>The Shire of Gingin Notes the submission.</p>
4.	Ratepayer	<p>The Submitter does not support the proposal and makes the following comments:</p> <p><i>"Please find below our submission, as Lancelin homeowners, on the recently released Coastal Hazard Risk Management and Adaptation Draft Plan by CARDNO.</i></p> <p><i>We recognise there is significant threat to coastal communities from climate change and sea level rise, and that planning and preparation for these threats is essential. However, there are certain aspects of the proposed draft plan that we believe will create significant issues if adopted, and are not in the best interests of the township of Lancelin.</i></p> <p><i>The draft plan clearly states that seasonal tourism and the use of the coastal facilities is one of the primary reasons tourists visit, and people live in, Lancelin. Unfortunately however, the predicted 100-year Hazard line places a significant proportion of the towns' residences and key coastal facilities under risk. These 'at risk' properties include:</i></p> <ul style="list-style-type: none"> <i>• 134 residences (approximately 1/5 of the entire towns residences)</i>

	<ul style="list-style-type: none"> • Grace Darling Park • The sea rescue building • Carparks and Beach access facilities • The crayfish processing facility and café • The main jetty and Boat Launching areas • The Endeavour Tavern • The primary School • Gingin road Park • The Lancelin Beach Hotel • Lancelin lookout <p>The proposal put forward in the draft plan by CARDNO recommends that any property within this 100 year hazard line (ie all the properties above) should have significant restrictions placed on them for any future planning and development approvals. These proposed restrictions include disallowing any future development or subdivision on these properties, or only giving time limited approvals on any development applications.</p> <p>We have grave concerns that if any future maintenance and development of these sites is heavily restricted, as proposed above, then there will be very little incentive to maintain or upgrade any of the properties (residential and commercial) along the entire Lancelin coastal strip. Restriction of future development of such a large proportion of the town is likely to put the future of the town as a viable coastal community and tourist destination at significant risk.</p> <p><i>Allowing the continuation of significant, permanent development in areas that will be very difficult to feasibly protect in the future would increase risk and liability for the Shire and State, and no show proper duty of care to prospective buyers and existing landholders.</i></p> <p>Greater planning and investment should be put forward for protection and adaptation against coastal erosion rather than just accepting retreat along the Lancelin coastal strip. This area is, after all, the towns' primary asset. There are many examples of coastal towns, suburbs and cities across Australia also at risk of coastal erosion where strategies have been put in place to protect the coastline and prevent further erosion. Simple strategies in Lancelin could begin with revegetation along the coastal strip, and prevention of vehicle traffic on the beaches to reduce erosion. These immediately available strategies would be at little cost to the community. In the long term more substantial strategies could be considered, and I would implore you to investigate these rather than just accepting "retreat".</p> <p><i>There are many coastal towns throughout WA and Australia that have accepted the need for eventual retreat of some assets (and also towns where retreat has already occurred/is already occurring), in order to preserve beach and coastal value. Cardno agrees that maintaining/protecting natural beach and dune systems is important for slowing shoreline retreat associated with rising sea levels. However, this is very unlikely to prevent long-term shoreline recession and an increasing risk of coastal inundation for Lancelin.</i></p>
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5.	Ratepayer	<p>The Submitter offers the following general comments:</p> <p><i>"I refer to your letter to ... dated 5 April 2018 and I advise that I have now read the Draft Coastal Hazard Risk Management and Adaptation Plan (CHRMAP).</i></p> <p><i>I think the CHRMAP is thorough and generally the conclusions and recommendations are sensible.</i></p> <p><i>However, I believe the Management Unit LP2 covers too much of the coastline and adjoining properties for the Ledge Point Township South and it should be split into two separate management units. One should be for the coastline north of Jones Road and the other should be for the coastline south of Jones Road.</i></p> <p><i>The management units have been defined based on sections of coast exposed to similar coastal hazards, not necessarily based on the position or nature of built assets. Assets in all management units throughout the Shire have different levels of exposure to coastal hazards, like LP2. Further refinement of management units could be considered in future revisions of the CHRMAP, as it is an ongoing process.</i></p> <p><i>As can be seen from the map in Appendix A of the draft report, the 'Hazard Lines' for 2016, 2030 and 2070 show that the 6 properties south of Jones Road will be far less effected by rising sea levels than the properties north of Jones Road. Therefore the protection management strategy should be different. With appropriate low cost 'soft' protection options such as dune care and sand nourishment, these properties and the buildings on them should remain viable for many years into the future. The same can not be said for most of the properties to the north of Jones Road.</i></p> <p><i>As all coastline in the management unit is exposed to similar coastal hazards and it is equitable to consider risk to all properties, consistent management pathways should be applied. As management response is trigger based and considers individual asset vulnerability, management responses will not be implemented unless/until they are necessary. I.e. the more vulnerable properties will require management before the less vulnerable.</i></p> <p><i>Nobody can accurately forecast what will happen in 2110. As I wrote in my email dated 11 May 2017, my family has owned property on De Burgh Street, Ledge Point since 1979 and the condition of the sand dunes in front of our house has not changed for nearly 40 years. I am convinced that coastal erosion will not be a problem in front of our house for at least another 40 years.</i></p>

		<p><i>Agree that nobody can accurately forecast what will happen in 2110. Should also be noted that the CHRMAP process does not involve the forecasting of any future shoreline positions. Rather it sets up management strategies to deal with issues if and when they occur, given that sea level rise is predicted to continue and accelerate.</i></p> <p><i>I respectfully request that the final report be altered to reflect the change I have suggested and now await your response."</i></p>
6.	Ratepayer	<p>The Submitter does not support the proposal and makes the following comments:</p> <p><i>"RE: Draft Coastal Hazard Risk Management and Adaption Plan (CHRMAP)</i> <i>Thank you for the opportunity to comment on the draft plan. We have concerns with the plan as it currently stands.</i> <i>1. The CHRMAP mentions the loss of Turner St on page 14 and 23. This has been the subject of previous correspondence with the shire. The shire has failed to fulfil its access obligations to Lot 10 Turner St for 16 years. It should be noted that under the WA Planning Commission Draft Managed Retreat Guidelines¹ there are a number of triggers for public acquisition of property using sections 190 and 191 of the Planning and Development Act 2005. Trigger 2 is 'where a public road is no longer available or able to provide legal access to the property'. This trigger exists for Lot 10 Turner St Seabird. The process flowchart from the guideline document is reproduced below in Figure 1. As previously stated in correspondence with the shire (4th May 2016), our preferred option is acquisition of Lot 10 Turner Street by the State Government or shire. This would resolve all issues with regard the landlocked property as well as any future erosion liabilities for Lot 10 by local and state government.</i></p> <p><i>2. The diagram on the first page of Appendix A "Hazard Maps by Management Units" (SE1), does not include Lot 12 McCormick Street, Seabird. An approximate outline is displayed in Figure 2: below.</i></p>





Lot 12 McCormick
Street, Seabird

Figure 2: Lot 12 McCormick Street, Seabird

3. A statement is made that managed retreat may include compensation under provisions of the Land Administration Act (1997), then goes on to say this is unlikely to occur unless other levels of government supply funding. It is a peculiar position to adopt that speculation about funding absolves parties of their obligations. Surely this is neither fair nor equitable.

		<p>4. The state government released the affected lots and have collected significant revenue from land tax and stamp duties over the years. For the state government to not act is particularly galling. Surely this is neither fair nor equitable.</p> <p>5. The shire has also collected significant revenue from the affected properties over the years. The shire's track record has been to act painfully slowly on erosion problems in Seabird. Surely this is neither fair nor equitable.</p> <p>6. Recommendation R_SE1.1 seeks to identify beneficiaries. Please ensure that the State Government (Stamp Duty and Land Tax) and the Shire of Gingin (Rates) are included as beneficiaries. <i>Points 3 to 6 are fair comments that need to be carefully considered. Cardno has very limited ability to speculate on responsibilities for government funding and compensation.</i></p> <p>7. Recommendation R_SE1.3 and commentary on p30 includes an option to "Completely remove the seawall". It is remarkable a deliberate action that damages property could be considered a credible option.</p> <p>We thank you or your attention and look forward to your response. Please feel free to contact us using the above details to discuss this or any other matter.</p> <p><i>This option needs to be considered as seawalls can degrade beach value/amenity (which affects the entire community), are expensive to maintain and can pose safety risks if not maintained correctly.</i></p>
7.	Ratepayer	<p>The Submitter does not support the proposal and makes the following comments:</p> <p>"Submission on the draft CHRMAP CHRMAP draft - review</p> <p>Points of concern <i>highlighted in yellow</i>, my comments in <i>red</i>:</p> <p>Executive Summary:</p> <p>"An object of the state policy is to implement a <i>beneficiary pays principle</i> to apportion costs for protecting assets within defined coastal hazard areas. It is recommended that a comprehensive community and beach users engagement program be instigated to identify the key beneficiaries of any proposed protection option so the costs for implementation can be apportioned appropriately."</p> <p><i>Could not find this "beneficiary pays principle" in SPP 2.6 or SPP 2.6 Guidelines</i> <i>The State Government is on the Steering Committee for this CHRMAP (and the majority of CHRMAP projects throughout the State). Their guidance is that future funding is not yet established and there will</i></p>

	<p>be competition amongst coastal towns to obtain it. If areas are adopting a protect strategy, which is least favoured by the state (due to equity issues, significant ongoing costs and it delays the issue rather than solves it), then Local Government Authorities should be looking to the beneficiaries of the protection to contribute to funding it.</p> <p>"A plan for implementation of recommended adaptation options over the next decade, to 2030 with a strategic view on the likely adjustments over the next century, to 2110 is outlined in the table below."</p> <p>The table (copy of Table 6.4) has zero on ground (Operational) recommendations apart from a notification to potentially affected landowners, at a cost of \$10000, expensive letters ? & only goes to 2029. It is not clear what "on ground" actions the respondent is referring to and where they believe they are required. Cardno has made assumptions about the cost/resourcing (incorporating internal Shire resources) for these items for information and planning purposes. It is not setting budget items for the Shire.</p> <p>"Monitoring (from Table) Cyclone storm surge flooding Event 15 Mar '20 18 Mar '20 \$10000"</p> <p>Planning a cyclone event in March 2020?? Cardno recommends that the Shire allocate budget to capture/monitor a major coastal inundation event, to help assess future risk to assets associated with this coastal hazard. Currently there is limited data in the region for this. A cyclone or remnant cyclone would be ideal as this would be the most hazardous, but yes not something that can be predicted. Gathering this information in the next couple of years would be recommended as this is likely to be important for some areas (such as Lancelin), hence the nominal 2020 date.</p> <p>Total cost from Table for 10 years to May 2029 is \$155K + \$410K + \$415K + \$80K + \$210K + \$210K = \$1,480,000, with no Operational on ground actions? What are operational on ground actions and where does the respondent see them being required over the next 10 years? Major management techniques (managed retreat, protection) are not seen to be required in the next 10 years and require further assessment before being selected.</p> <p>What are the expected costs for these non operational works to 2110?? As per: need budgeting by Shire and some on ground works required. The Shire should properly inform itself at this early stage to optimise/minimise the required spend on coastal management to 2110. The Shire is not committing to this budget expenditure, these are Cardno recommendations and estimates of what things cost. The Shire has a relatively low ratepayer base and will need to carefully manage its budget in the future, as it has done in the past.</p>
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	<p><u>1.1 Purpose:</u></p> <p>"This CHRMAP focuses on the impacts of coastal erosion and shoreline recession processes while the impacts of coastal inundation caused by high sea level events associated with, for example, cyclones tracking down the west coast will be addressed by The Shire in future."</p> <p>Lancelin township potential for inundation should be included as per: The SPP 2.6 at 4.10 Agree this will need to be assessed in the future, it was not included in Cardno's or previous consultants' Scopes of Work.</p> <p>"Where the identified inundation is not contained within a foreshore reserve (Policy measure 5.9 (i)), coastal hazard risk management and adaptation planning (Policy measure 5.5) should be undertaken." (n.b. 5.5 Coastal hazard risk management and adaptation planning) & therefore in any TPS amendment, development proposal etc As stated, coastal inundation has not yet been assessed.</p> <p><u>1.3.1 Equity (BIG ISSUE with this)</u></p> <p>The definition of equity is misaligned in this plan ... somehow pushing costs to beneficiaries & user pays without due recognition of other stakeholder liability. states "Responsibility for coastal planning lies with both the State and Local Government" but conveniently forgets responsibility for "management" & costs associated!!!! see 6.1 below ... Cardno does not disagree that all levels of government have responsibility to manage the issue and contribute to funding it, but in no way has the ability to assign responsibility to government agencies. The CHRMAP is a good first step involving the Shire and State Government working together to plan management of this issue into the future.</p> <p><u>1.3.5 ASSETS AND VALUES</u></p> <p>> Infrastructure such as fences ...; > ..., paths and walkways; and ...</p> <p>Coastal Paths/Fencing, what is happening with proposed extensions to Lancelins existing concrete path???</p> <p><u>1.5 Previous Assessments</u></p> <p>2. Adaptation planning for coastal inundation is a priority at Lancelin</p>
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	<p><i>but not included for the CHRMAP ? why not ? see above point 1.1. ... what is the proposed date for this?</i></p> <p><u>3.2 Risk Assessment Outcomes + Appendix E.</u> <u>3.2.7 LA1 - Lancelin South of Township</u></p> <p>"Grace Darling Park and the Sea Rescue building have been assessed as highly vulnerable at present, and very highly vulnerable by 2030 and 2070, respectively. This is due to the current and increasing risk of erosion impacts, because of their proximity to the coast. The caravan park is seen to have a medium vulnerability at present, becoming highly vulnerable by 2070. The beach and coastal dunes/vegetation have been assessed as having low vulnerability across the planning timeframes, due to their ability to adapt to ongoing erosion impacts (see Appendix E)."</p> <p><i>This is a generalisation but as LA1 includes Edward Island Point and dunes to Grace Darling Park is a significantly incorrect "assumption" for total area. Beaches and coastal dunes have a natural ability to adapt to rising sea levels, hence their final vulnerability rating. It is not suggesting they are not important or that management actions should allow them to be degraded. Dune care and sand management has been recommended for immediate implementation in this area (Section 5.3.3).</i></p> <p><u>3.2.8 LA2 - Lancelin Township South</u></p> <p><i>Significantly does not mention Cunliffe St carpark area or any risk or plan for this "asset" Does not mention path/fencing/seats/Gazebo/signs assets either. Assets were selected in consultation with the Shire and community, based on their value and exposure to coastal hazards. Every asset throughout the Shire could not, unfortunately, be included in the risk assessment for Cardno's project. The value of paths, fencing, seats etc. will have been accounted for in determining the consequence of erosion for the park or foreshore area in which they lie.</i></p> <p><u>3.2.9 LA3 - Lancelin Township North</u></p> <p><i>Does not mention existing path/fencing or PROPOSED path See response above.</i></p> <p><u>3.2.10 LA4 - Lancelin North of Township</u></p> <p><i>Does not mention PROPOSED path or Hinchcliffe Lookout See response above.</i></p>
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	<p><u>4 PLANNING CONTROLS (p38)</u></p> <p>"As per SPP2.6 and WAPC (2014a) guidelines, and recent draft Planned or Managed Retreat Guidelines (DoPLH, 2017c) the long term priority is to adopt a strategy hierarchy of:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Avoid; <input type="checkbox"/> Managed Retreat; <input type="checkbox"/> Accommodate; and, as a last resort <input type="checkbox"/> Protect (to be funded under the beneficiary pays principle). <p>As previously stated ... There is no mention in the quoted references above about "Protect (to be funded under the beneficiary pays principle)"</p> <p>See response above. Cardno's advice is that it will be very difficult to attract full funding for complete interim coastal protection without additional contribution from beneficiaries. It will be even more difficult to attract funding from the State if the Shire adopts a CHRMAP that contradicts the adaptation planning hierarchy in State Coastal Planning Policy and supporting guideline documents.</p> <p>"It is recommended that a comprehensive investigation of each township community and visitors be undertaken to identify beneficiaries of the proposed protection areas. Further, an economic assessment of mechanisms for recouping costs from beneficiaries (e.g. parking fees, visitor entry fee, increased council rates or levy and other options) is required to inform the future review of the strategy options outlined in this CHRMAP. "</p> <p>The proposal to identify beneficiaries is a construct of the report not a CHRMAP recommended methodology. I ask how this was determined for inclusion, based on what? Does the shire/Cardno believe this to be an "appropriate funding arrangement?" see SPP but only under the "Protect" criteria:</p> <p>This is not purely a construct of this <u>plan</u> (it is not a report) – please refer to Section 5 of the State's CHRMAP guidelines, introduction dot point on equity. The CHRMAP outlines that coastal management will be expensive for the Shire in the future, with respect to its rate payer base, and that it will be competing with all other coastal towns for funding from the state and federal government to deal with the same issues. Funding needs to be sourced from somewhere and Cardno makes recommendations to investigate where these sources might be. If it is derived from rates then those that live away from the shoreline or don't use the beach will be opposed to contributing to it. Similarly, if it is derived from taxes then those taxpayers without an affiliation with the coast will be concerned about a larger proportion of tax money being directed towards coastal management.</p> <p>It is not suggested to be only applicable under the 'protect' strategy, but is pertinent to this as implementing protection will generally benefit a select few, while being neutral or disadvantageous for the majority (seawalls/groynes degrading beaches etc.). So directing funding to this strategy will be more difficult than, for example, managed retreat, which seeks to preserve the beach and foreshore for public</p>
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	<p><i>access and use. It has also become increasingly difficult to attract funding from the state for protection as it is seen as an ongoing expense rather than a solution.</i></p> <p>SPP 2.6 states at: 5.7 Coastal protection works (iii) Coastal protection works should only be supported: (a) where it is demonstrated there are no significant negative impacts on the adjacent environment within the sediment cell; and (b) <i>in conjunction with appropriate funding arrangements</i> for the construction and ongoing care, control and maintenance being put in place</p> <p>(P40) The Planning Framework outlined above recognises the complexity of the issues surrounding the adaptation to sea level rise and coastal erosion. The framework:</p> <ul style="list-style-type: none"> <input type="checkbox"/> allows for the continued use of hazard areas, <input type="checkbox"/> allows landholders to propose development to suit their own needs and recognise the future risks, <input type="checkbox"/> limits future hazard and liability risk to the Shire and State government, <p>considers the <input type="checkbox"/> limited public funding available, <input type="checkbox"/> largely accords with SPP2.6 Policy and Guidelines and the Planning & Development Regulations 2015, and <input type="checkbox"/> is cognisant of community feedback and other local governments.</p> <p>Add point: <input type="checkbox"/> <i>Will incorporate and implement the communities and stakeholders proposed plans, options and actions where they are suitable and appropriate within the CHRMAP guidelines, SPP2.6 Policy and associated guidelines.</i></p> <p><i>Cardno cannot recommend that the Shire "will" incorporate the communities and stakeholders proposed plans, options and actions. No Local Government Authority is required to do this.</i></p> <p><u>5.3 Multi-criteria Analysis Results</u></p> <p>5.3.3 Lancelin Identifying suitable adaptation options and determining an adaptation pathway for the priority management unit at Lancelin South of Township (LA1), is considered urgent. The outcomes of the multi-criteria analysis are consistent among all management units within Lancelin (LA1, LA2, LA3 and LA4).</p> <p>The multi-criteria analysis recommended further investigation of the following options:</p> <ul style="list-style-type: none"> <input type="checkbox"/> MR2, the process of implementing managed retreat of assets;
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	<p> <input type="checkbox"/> PR2, beach nourishment; and <input type="checkbox"/> PR3 and PR5, groynes and a seawall, respectively, require further investigation to assess their suitability and cost (initial capital and ongoing maintenance costs). </p> <p> Had studies for Lancelin coast for sea walls with boat launching etc etc? Already done. <i>These are engineering feasibility studies, which are useful yes. But do not consider the full range of implications (in the CHRMAP context) for their placement and are not accompanied by a proper cost-benefit analysis.</i> </p> <p> <i>The options recommended for implementation in the short term include:</i> <ul style="list-style-type: none"> <input type="checkbox"/> AV, avoiding further development in identified hazard areas; <input type="checkbox"/> MR3, implementing planning controls to facilitate future managed retreat from these areas; <input type="checkbox"/> AC1, planning controls to accommodate risk; <input type="checkbox"/> AC2, the preparation of emergency plans and controls; and <input type="checkbox"/> PR1, low cost protection options such as dune care and sand management. </p> <p> Costs & budgeting required ? for short term at least ? <i>Please see Table 6-4 of the CHRMAP.</i> </p> <p> 5.6 Adaptation Options - Lancelin South of Township (LA1) </p> <p> <i>The key asset at risk in management unit LA1 is Grace Darling Park (Figure 5-6). This is a grassed recreation area and is a very popular spot for both tourists and locals. It offers sheltered, shallow waters with some protection from southerly winds, and the grass is used as a rigging area for kite and windsurfers. Built infrastructure includes a Sea Rescue Building, an ablution block and picnic facilities. The erosion of the park has generated considerable concern in the community, and raised local awareness of coastal erosion threats to adjacent residential areas.</i> </p> <p> GDP taken in isolation is not appropriate. Needs to be related to Edward Island Point dune destabilisation and use/management. <i>This is your opinion and a valid one. Community consultation as part of the CHRMAP process also found that the community attribute significant value to GDP in its own right.</i> </p> <p> <i>There is some conjecture that the grassed nature of the area has contributed to localised erosion, however this is unsubstantiated. It is more likely that the localised erosion is due to wave energy and currents formed due to the presence of Edward Island (see Section 5.6.3). The grassed area is slightly elevated in relation to the natural dunes to the north, which may be significant in relation to coastal inundation in later revisions of the CHRMAP.</i> </p>
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	<p><i>The defined west edge of GDP grassed area increases reflection of wave activity/energy and reduces the potential for re-establishing any dune. As compared to the sloped sandy beach to low vegetated dunes north of the park that absorb wave activity.</i></p> <p><i>Fair point – Cardno were not required to assess the nature of coastal hazard in this area as part of its scope, and has referenced previous investigations where this work was part of the scope.</i></p> <p><i>Vehicles driving on beach in front of GDP (when possible) stop the re-formation of any frontal foredune that would help decrease erosion at this location.</i></p> <p><i>Agree</i></p> <p><i>Wave refraction due to Edward Island would also have an impact.</i></p> <p><i>Agree</i></p> <p><i>The grassed area is slightly elevated due to constant top dressing of beach sand by onshore winds, there is no significant root systems from the grass (as opposed to native coastal vegetation roots systems) that could make the slight elevation significant.</i></p> <p><i>Cardno agrees that natural dune systems have an important protective function, but also that foreshore recreation areas such as parks provide significant value to the community.</i></p> <p><i>R_LA1.1: It is therefore recommended that major investment decisions with regards to coastal infrastructure are reserved until after the coastal inundation impact assessment mitigation planning has been completed.</i></p> <p><i>When will the coastal inundation impact assessment mitigation planning be completed?</i></p> <p><u>5.6.1 Value of Assets at Risk</u></p> <p><i>An estimate of the economic value (2015 \$) of built assets lying seaward of the coastal hazard lines for each planning timeframe is presented in Table 5-4 (draft CHRMAP, Shire of Gingin, 2016b). Note that this table only includes assets in LA1 impacted by 2030. The apportionment of costs on a beneficiary pays principle suggests that there needs to be significant assessment of the beneficiaries and the value each derives from the retaining the beach and park. Note that this table encompasses all management units in Ledge Point, however for 2030 only assets in LA1 are impacted.</i></p> <p><i>See previous comments re beneficiaries pay principle</i></p> <p><i>See previous responses</i></p> <p><i>It is important to note that the primary values of Grace Darling Park are of a social nature, and may not be captured by the above cost estimates. The current assessment has not placed an economic value on the natural assets of the beach and the social aspects of the grassed area, however for cost benefit analyses in relation to specific</i></p>
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	<p>proposals, these factors would need to be included to produce a holistic assessment. In particular, the area has tourism benefits with flow on economic benefit to local businesses.</p> <p>What about value of structures, paths, showers, fencing, BBQ's etc within the "grassed area"??</p> <p>See previous response regarding the definition of assets for assessment. These features do, however, add to the amenity of the park and are incorporated into its value and, therefore, the consequence of it being impacted.</p> <p><u>5.6.2 Remove and Relocate (MR2)</u></p> <p>R_LA1.2: It is recommended that the sea rescue building is removed, however the ablution block and shade structures should remain until unserviceable.</p> <p>Ongoing provision of a grassed recreation area which has the same appeal as the existing grassed area (including sheltered shallow water and seafront position) is contingent upon land being available which is currently part of the caravan park lease area. The caravan park in turn is constrained from expanding due to the presence of a Threatened Ecological Community (TEC) to the south. Removal of dunes to create a grassed area to the north of the existing park is an option but is likely to be unacceptable due to damage this would cause to dunes that are currently protecting public and private assets. If the toilet facilities are removed from this location, then alternative facilities will need to be built in the vicinity to cater for visitors. These issues will need to be explored further to reach an optimal solution.</p> <p>Obviously NO ... to create a grassed area north of existing GDP</p> <p><u>5.6.3 Sand Nourishment</u></p> <p>Seashore's (2015) estimated requirement for annual renourishment was 3000 m³, which at \$16/m³ would cost \$48,000 per year.</p> <p>This is not a recommendation in this plan, but an option ... although already failing !!!</p> <p>It is important to note that localised sediment transport at Grace Darling Park may often be from north to south, due to circulation and wave diffraction patterns caused by Edward Island (Figure 5- 7, from Sanderson and Elliot, 1999). Assuming this model is still largely correct, then an alternative source of sand for renourishment may be the Edward Island salient. Sourcing sand that has previously moved past the Grace Darling Park beach could be considered to be "back passing" – a technique where sediments are routinely moved upstream on the understanding that they will migrate back to the place of origin. This may be a cost effective approach and it is recommended that this be investigated further.</p>
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	<p><i>This and Figure 5-7 are strongly disputed, sediment transport will be for the majority from Edward Island point north to Grace Darling not the reverse, occasional reversal may be expected but NOT the normal process.</i></p> <p><i>The Edward Island point & dunes are degraded from overuse by 4WD's. Sand that would normally flow north to replenish dunes north to GDP now is blowing inwards towards the Caravan Park through blowouts at the point & just south of.</i></p> <p><i>Cardno were not required to investigate coastal processes or erosion as part of the scope of their project, so cannot provide an informed response.</i></p> <p><u>5.6.4 Accommodate (AC2)</u></p> <p><i>Infrastructure in the caravan park is generally of a relocatable nature and it is therefore better able to accommodate the risk of erosion than other land uses</i></p> <p><i>Does this include the western toilet/ablution block?? Services etc to the western most sites??</i></p> <p><i>This is a general comment, those facilities mentioned would be more easily relocated than large houses and roads (for example) in the CHRMAP context.</i></p> <p><u>5.6.5 Groynes (PR3)</u></p> <p><i>M P Rogers and Associates study took "A best practice approach was adopted and recommended the following components for protection up to 2030:</i></p> <ul style="list-style-type: none"> <i>□ 4 groynes;</i> <i>□ Additional width of beach profile required: 20 m;</i> <i>□ Total length of 280 m; and</i> <i>□ Sand nourishment volume 168,000 m</i> <p><i>The study was by "M P Rogers and Associates" a Coastal engineering & construction firm. There is a conflict as of course they would recommend engineering solutions. Best practice is a term that needs to be used carefully in the terms of the CHRMAP process.</i></p> <p><i>Agree, this refers to best practice for the construction and maintenance of groynes.</i></p> <p><i>The cost estimate for this option was estimated at \$12M. In addition to the capital cost, ongoing groynes maintenance costs were estimated to be around \$400,000 per decade.</i></p> <p><u>5.6.6 Seawall (PR5)</u></p> <p><i>Regardless of the type, seawalls have the potential to result in negative impacts to surrounding areas, including scour in front of and increased erosion to either side of the structure. In addition, it may hinder beach access and diminish the current amenity of the area.</i></p>
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	<p>Yes</p> <p>6 IMPLEMENTATION</p> <p>6.1 Funding and Equity</p> <p><i>In accordance with the CHRMAP guidelines, equity implications are considered with a particular focus on identifying who may benefit and who may be disadvantaged by proposed management options. This then raises the question of who would be expected to bear the cost of implementation.</i></p> <p><i>This is pure BS/spin, ie NOT in accordance with CHRMAP guidelines.</i> <i>Please refer to Section 5 (page 28) the fourth dot point in the States CHRMAP guidelines.</i></p> <p>6.1.1 Seabird</p> <p><i>The key beneficiaries of the seawall are therefore the 16 property owners immediately behind the seawall. The cost of maintaining the seawall was estimated at \$24,000 p/a (Section 5.4.5). Applying the beneficiaries pay principle suggests an annual contribution from the 16 beneficiaries of around \$1,500 each may be sufficient to cover the cost of maintenance. This could be charged in the form of a specified area rate or levy.</i></p> <p><i>As per previous comments on "beneficiaries" ...</i> <i>See previous responses.</i></p> <p>6.1.2 Ledge Point</p> <p><i>Both the local community and visitors to the township would benefit from sand nourishment and it is recommended that the mechanisms available to generate revenue from these beneficiaries be investigated.</i></p> <p><i>As per previous comments on "beneficiaries" ...</i> <i>See previous responses.</i></p> <p>6.1.3 Lancelin</p> <p><i>In the case of Grace Darling Park ... It would thus appear reasonable to apportion the costs for maintaining the Park across the local community and visitors to the Park.</i></p> <p><i>As per previous comments on "beneficiaries" ...</i></p> <p>Partially addressed by recommendation (P66): R LA1.4 Manage vehicle use in the area to ensure that vehicles do not exacerbate erosion.</p>
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	<p><i>But inadequate ...Edward Island point access & use needs immediate control measures & rehabilitation/ revegetation which is currently not being undertaken by the land manager ie Gingin Shire The destabilising of sand dunes by over use/access at Edward Island point & lack of existing management by the shire with current knowledge of the problems increases their liability for problems at Grace Darling Park. See comment for Appendix H re planning controls from WAPC 2017...</i></p> <p><i>This is all valid feedback, hence recommendation R_LA1.4, but very focused on one of the Shire's issues. The CHRMAP needs to consider all the various management units and issues and put it into an overall context. It should also be noted that there are limits to scope and budget for consultants on projects such as this. The CHRMAP also must take a long-term view and even with better management of dunes and beaches, the shoreline will still want to migrate landward due to rising sea level at Lancelin, threatening existing assets.</i></p> <p>6.2 Long Term Pathways and Short Term Implementation</p> <p>It is clear that planning decisions made decades and even centuries in the past, prior to understanding the implications of sea level rise and coastal erosion, are a key contributor to the current situation where assets close to the coast are now at risk. Asset owners need to appreciate past government decisions on property boundaries do not imply an obligation to maintain these areas and that ultimate abandonment of property and assets without any form of compensation is a strategy option that may be considered.</p> <p><i>Its is not clear to me ... also that decisions have been made in recent times with knowledge of SLR & CHRMAP.</i></p> <p><i>Fossil fuel companies & Governments have known sine the 1980's that the extraction & use of oil/gas/coal would have impacts on global climates resulting in sea level rise. Therefore liability can be apportioned accordingly. Especially to those that approval increased extractions which do not meet their environmental requirements, eg Chevron LNG emissions storage delay. Liability, culpability, responsibility lies where? Certainly some level of obligation & liability remain with the land manager (ie Shire, Govts)</i></p> <p><i>This is more referring to the allocation of land for development near the coast and development of property boundaries in the past, where the government could not have foreseen future coastline changes. Agree that they have some responsibility in this regard. Would suggest that all people are responsible for carbon emissions and pollution, and subsequent climate change, not just the companies that supply fuel, gas, energy.</i></p> <p><i>R1 - It is recommended that a comprehensive investigation of each community and visitors be undertaken to identify beneficiaries of proposed protection areas. The investigation should assess the economic stimulus provided by tourism and mechanisms for recouping costs from identified beneficiaries (e.g. parking fees, visitor entry fee, increased council rates or levies, etc.) to inform the future review of strategies and options outlined in this CHRMAP.</i></p> <p><i>As per previous comments on "beneficiaries" ...</i></p>
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	<p><u>Appendix B</u></p> <p>Has maps for Cervantes & Jurien ??? Dandaragan Shire!!!! <i>This is a collective set of maps as the CHRMAPs for Dandaragan and Gingin were carried out in conjunction with each other. You are not forced to look at them. They provide a good comparison of coastal values under threat for Gingin's neighbour.</i></p> <p>Appendix C Asset Information...</p> <p>Does not include fencing, coastal paths, signs, BBQ's, structures etc at Parks at Lancelin? Are these insignificant? Not sure for other Management Units <i>Please see previous responses on asset identification. The community and Shire were consulted to determine key assets.</i></p> <p><u>Appendix H</u> H PLANNING CONTROLS DISCUSSION H1 When Planning Controls are Required The draft Planned or Managed Retreat Guidelines (WAPC 2017) ... c) To avoid inappropriate land use and development of land at risk from coastal erosion and inundation; and d) To ensure land use and development does not accelerate coastal erosion or inundation risks, or have a detrimental impact on the functions of public reserves</p> <p>Edward Island point access & use needs immediate control measures, see 6.1.3 above</p> <p>Vehicles regularly driving to Edward Island point past "No Vehicles beyond this point" sign at GDP as at Sunday 24th June 2018</p> <p><u>Appendix I Long Term Pathways</u> LA1: Lancelin South of Township</p> <p>additional questions/points ... required info in CHRMAP.</p> <p>from Australian Standard® Climate change adaptation for settlements and infrastructure—A risk based approach AS 5334—2013</p> <p><i>The nature and extent of adaptation in each situation will depend on the costs and efforts involved compared with the benefits of adopting different adaptation strategies. Adaptation strategies include—</i></p>
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	<p>(a) policy and planning approaches to design or approvals; (b) the modification, relocation or replacement of existing settlements or infrastructure; and (c) the alteration of operations or maintenance regimes</p> <p>(c) Needs to be detailed in the CHRMAP The CHRMAP introduces and assesses all currently available adaptation strategies/techniques to manage coastal issues, which includes considering requirements to alter existing operations and maintenance regimes.</p> <p>Assessment methodology AS/NZS ISO 31000 is a well-established and universally accepted process for risk management. It is used in this Standard to guide organizations in developing effective climate change adaptation plans. It advocates that these risks should be managed in an integrated way, supported by a framework that—</p> <p>(a) sets policy; (b) demonstrates commitment; (c) provides resources; (d) allocates responsibility; and (e) pursues continuous improvement</p> <p>(b) Needs to be mentioned in the CHRMAP The Shire is demonstrating commitment to managing coastal issues by carrying out a CHRMAP project. It cannot commit to funding management options that it knows are beyond its financial capability, and that the State also cannot commit to funding at this stage.</p> <p>(c) Needs to be clearly detailed in the CHRMAP as a requirement No local government authority can commit to providing the full resources necessary to deal with the next 100 years of changing climate, at this point in time. The CHRMAP is about planning the most appropriate strategy to deal with rising sea levels and commencing the process of obtaining the necessary resources.</p> <p>5 PRINCIPLES The following principles should be taken into account in order for an organization to effectively manage the risk of climate change through adaptation:</p> <p>(a) The effects of climate change are not contained within jurisdictional boundaries; adaptation may require policy, planning and action at national, state, regional and local levels</p> <p>A Coastal NRM officer FTE (resource) funded by coastal shires could provide valuable assistance and expertise in the implementation of management of coastal risks Agree, but the Shire probably needs to find additional funding for this.</p>
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	<p><i>this would help meet the ... 6.2 Mandate and commitment & 6.3.5 Resources sections of them Australian Standard</i></p> <p><i>Duties for a Coastal NRM/CHRMAP officer FTE (resource) ...</i></p> <p><i>From Coastal hazard risk management and adaptation planning guidelines</i></p> <p>5. RISK MANAGEMENT AND ADAPTATION</p> <p><i>manage the ...</i></p> <p>5.5. Implementation plan</p> <p>Having identified risk management and adaptation options for specific assets, it is important that the actions are implemented. This can be done through an implementation plan, which details actions to be undertaken to implement the selected risk management and adaptation option(s). The plan should include:</p> <ul style="list-style-type: none"> • Proposed actions – what is the selected management and/or adaptation option(s)? • Resource requirements – what is required to implement the option? • Responsibility – who will be responsible for the implementation (management and adaptation owner)? • Timing – the timeframe(s) for option implementation? • Performance measures – what will be the indicators that demonstrate progress of implementation and effectiveness of the option? • Reporting and monitoring – who will need to be informed during and at completion of implementation of the option and how will the implementation be monitored and how frequently? <p>+ from</p> <p>the SPP 2.6</p> <p>5.8 Public Interest & SPP Guidelines 4.6:</p> <p><i>responsible for the ...</i></p> <p>The existing policy requirements for CHRMAP and <i>community consultation and engagement</i> strategies adequately provides the requirement and framework in which communication and consultation should not be a one-off linear process, but an ongoing cyclical process constantly being monitored and reviewed and repeated as part of the CHRMAP process.</p> <p>&</p> <p>apply for grants</p> <p>4.8 Coastal Adaptation and Protection Grants Scheme</p> <p><i>A responsible management authority is eligible to apply for funding assistance from the Department of Transport under the coastal adaptation and protection grant scheme, for the following purposes. 4.8 Coastal Adaptation and Protection Grants Scheme A responsible management authority is eligible to apply for funding assistance from the Department of Transport under the coastal adaptation and protection grant scheme, for the following purposes."</i></p>
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		<i>Many local government authorities have a dedicated coastal officer to perform these roles, yes.</i>
8.	Ratepayer	<p>The Submitter does not support the proposal and makes the following comments:</p> <p><i>"RE: SUBMISSION – COASTAL HAZARD RISK MANAGEMENT & ADAPTATION PLAN (CRHM&AP) as presented on 28th April 2018 in Lancelin</i></p> <p><i>. Friends of Lancelin Coast do not support engineering solutions for any of the problems i.e. seawalls, geotec bags, groynes etc. Engineering solutions may delay the inevitable or worse move the problem somewhere else. With sea level rise set to impact everywhere in the state it is inconceivable that the taxpayer/ ratepayer will be able to meet the costs of engineered defences and there long term maintenance.</i></p> <p><i>. Need to make provisions for managed retreat</i></p> <p><i>.Future planning laws should not allow people to settle in moderate hazard areas.</i></p> <p><i>. We would buy ourselves several decades of time by re-installing and encouraging natural processes as commented in Lester Smith's report as follows;</i></p> <p><i>"The CHRMAP fails to advise the stakeholders that despite the threats posed by future rising sea levels and the processes behind the erosion at Grace Darling park, the Lancelin foreshore is in a rare and fortunate position of having plentiful natural nourishing longshore sand supply. If properly understood and managed this natural resource will provide the effective means of protecting the Lancelin shoreline in the long term." Lester Smith's full report is available if required.</i></p> <p><i>Cardno did not carry out the erosion or hazard assessment for the CHRMAP. The previous studies assessing coastal hazards do not suggest there will be a supply of sand to maintain the Lancelin shoreline over the long-term (50 to 100 years in the CHRMAP context). It is very likely that shoreline recession will occur with rising sea levels in all areas of the Shire's coastline, including Lancelin.</i></p> <p><i>.Most of Lancelin, behind the narrow and shrinking frontal dune system, is low lying (formerly interdunal swamp). Rising water tables will ultimately slurry the sediment, greatly increasing the rate of coastal erosion. To consider only modelled changes in the static water level lead to highly misleading scenarios that could lead to poor decision making. Once the frontal dunal system is breached much of Lancelin will flood during the storms events but this report does not include inundation effects and considerations which must be considered at the same time.</i></p> <p><i>This all makes sense. Coastal inundation has not yet been modelled and was not part of Cardno's scope. This statement does seem to contradict the one above?</i></p> <p><i>.Adaptation planning for coastal inundation is a priority at Lancelin.</i></p> <p><i>Agree and this has been recommended in the CHRMAP.</i></p>

		<p>The hazard is that the natural environment has been changed by building infrastructure in a way that interfered with coastal processes.</p> <p>Cardno did not develop the hazard lines or allocate causes. The key hazard that the CHRMAP assesses is the predictions that sea levels will rise by up to 1 metre (more likely to be 0.5m based on most recent climate modelling) over the next 100 years, causing the shoreline to gradually move 50-100m further inland.</p> <p>Further creation of grassed areas to the north of Grace Darling Park must not be entered into.</p> <p>This was considered but not recommended in the CHRMAP</p> <p>We generally do not accept this report because the focus has been on public built assets (i.e. toilet block and BBQ's etc.) rather than protecting the natural features that regulate coastal erosion processes."</p> <p>Cardno disagrees with this statement. The beach and dunes have been identified as a key asset in all management units and significant value has been attributed to them. BBQs are not mentioned at all in the main CHRMAP document? The toilet block in Lancelin has been mentioned because its relocation may be required to accommodate shoreline recession. A strategy of eventual managed retreat (which the CHRMAP supports) is the best long term strategy to allow natural coastal features and functions to be restored.</p>
9.	Ratepayer	<p>The Submitter does not support the proposal and makes the following comments:</p> <p>"RE: SUBMISSION – COASTAL HAZARD RISK MANAGEMENT & ADAPTATION PLAN (CRHM&AP) as presented on 28th April 2018 in Lancelin</p> <p>We do not accept the scenario that property owners that are affected by sea inundation will not be compensated by the government;</p> <p>1. The Coastal Risk Hazard in Lancelin has been exacerbated by the Gingin Shire through its development of Grace Darling Park and the Edwards Island Track to the beach, even the destruction of the foredunes in Cunliffe Street car park has reduced the town's protection from sea level rise and storm surges and according to our parents was completed without consultation.</p> <p>2. The hazards were developed in a very dynamic and fragile part of the Lancelin coastline and through the Shire's actions and inactions to this day has possibly accelerated by decades the risk of inundation of Lancelin by the sea sooner rather than later.</p> <p>3. The Chief Executive Officer and staff of the Gingin Shire should be educated in the importance of proper planning and managing a coastal foreshore and provide leadership to councillors rather than making a knee jerk reaction to councillor's whims with their own personal agenda.</p> <p>4. The Shire must accept responsibility for their decisions to develop areas of the foreshore that are located in recognised coastal processes. Information was available by the Department of Transport that clearly indicated that the Grace Darling park area was subject to coastal processes.</p> <p>5. Since the erosion at the Park area commenced in 1999 the Shire has ignored proposals to try and reverse the erosion, other than, other than sand being placed in front of the Park, which may have sped up the erosion by</p>

		<p><i>smothering sea grasses that can have a calming effect on wave action. Natural sustainable options have been overlooked.</i></p> <p><i>Our family have been residents and ratepayers of Lancelin for 60 years and we have closely followed the erosion events in the Grace Darling Park area and the Shire's inactions to properly manage the foreshore, and should the unfortunate event arise that we are told to vacate our property we will be perusing compensation."</i></p> <p><i>The CHRMAP process is a good first step being undertaken by the Shire and State Government to better understand coastal hazards and their associated risks to assets and values, with a longer-term (up to 100 year) view. It is a shift away from short term thinking and planning that has been typical at all levels of government, and throughout the State and Country, in the past.</i></p> <p><i>A key purpose of the CHRMAP is to plan for the effects of sea level rise, which are likely to be far greater than erosion issues that might be attributed to development/mismanagement of the coastline in the past (Cardno have not investigated coastal hazards or the causes of erosion as part of their scope). It is very difficult for the Shire, with a low ratepayer base, to manage erosion over large sections of coastline – this requires significant expenditure. In fact, very wealthy local government areas in the state struggle to manage ongoing coastal erosion and are concerned about the increased resources that will be required in the future.</i></p>
10.	Ratepayer	<p>The Submitter does not support the proposal and makes the following comments:</p> <p><i>"Submission on Draft CHRMAP - Lancelin Coastal Management & Grace Darling Park Erosion Covering Letter</i></p> <p><i>Thank you for the opportunity to make a submission on the draft CHRMAP. I have been a practicing registered Consulting Engineer in Geraldton for 15 years and have lived in Lancelin on and off my entire life. I completed my honours degree for Civil Engineering in 1996 at UWA under supervision from Dr John Hsu who is an accomplished Coastal Engineer. My honours thesis was concerned with an evaluation of the effectiveness of methods of coastal protection.</i></p> <p><i>I would like to offer the Shire of GinGin my opinion in the attached report of the cause of erosion at Grace Darling Park and the credible threat to the Lancelin shoreline posed by the processes causing the erosion at Grace Darling Park.</i></p> <p><i>I hope that the information I have provided will assist the Shire of GinGin to formulate strategy to address erosion occurring at Grace Darling Park and to formulate a planning strategy to address rising sea levels and predicted shoreline loss at Lancelin.</i></p> <p><i>I have had the report reviewed by some Engineering peers and interested parties and whilst the report has been well received the comment was made that it is long and quite consuming to read. It was suggested that I should</i></p>

	<p>provide a short summary of the report to outline the report contents. This may assist to get the attention of those who would otherwise not have the time or inclination to read the full report.</p> <p>On this basis this covering letter provides a summary of the content of the attached report which is:</p> <p>1. The erosion which is threatening Grace Darling Park is not due to rising sea levels. The erosion which has changed the beach in front of Grace Darling Park has been caused by waves attacking the park shoreline with more energy than in the past. The reason that the waves are attacking the park shoreline with more energy than in the past is because the seagrass banks directly west of Grace Darling Park, which used to reduce the energy of the waves arriving at the shore (by causing them to break offshore over the seagrass banks), have been lost.</p> <p>2. Loss of seagrass banks directly west of Grace Darling Park (and potentially other areas of the bay as well) has been caused by the seagrass coming into contact groundwater polluted with ammonia. The source of the ammonia is from effluent produced from nearby houses, Caravan Park and Grace Darling Park public toilet septic systems. Tidally induced groundwater flow is the mechanism responsible for the transport of the ammonia offshore.</p> <p>3. The report provides the results of testing of groundwater contaminants from samples of groundwater recently taken by BCE from shallow garden reticulation bores situated at 51 & 57 Cunliffe St. The ALS laboratory results are provided in the report and indicate ammonia levels of 0.40 & 0.77ppm respectively. Much research has been completed into the toxic effects of elevated ammonium concentrations on seagrass. It is known that ammonia becomes poisonous to seagrass at ammonium concentrations of 0.43 parts per million (ppm). Levels measured from the bore at 57 Cunliffe St exceed 0.43ppm known to be toxic to seagrass.</p> <p>4. The report recommends that infill sewerage works should start immediately to stop further groundwater pollution. For the bay seagrass to re-establish, groundwater contamination from effluent discharge will need to cease. The preferred solution to achieve this objective would be to continue beach nourishment whilst the town is connected to infill sewer. Once the effluent ceases to affect the seagrass the seagrass the banks should be given opportunity to re-establish. Seagrass farming might also be considered to re-establish seagrass beds.</p> <p>5. If the wave climate in front of Grace Darling Park can be returned to levels experienced when the seagrass banks existed directly west of Grace Darling Park then the plentiful natural nourishing longshore sand supply can be relied upon to reform the wide cusped spit of sand which previously formed at the Grace Darling Park beach and extended seaward to the sea grass banks. This will protect Grace Darling Park as well as the upstream and downstream bay shoreline.</p>
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	<p>6. The issue of Grace Darling Park aside, the report goes to length to explain that the Lancelin shoreline is in a rare and fortunate position of having a plentiful natural nourishing longshore sand supply which has been largely unaffected and uninterrupted by either natural phenomenon or human development. The report shows the massive accumulation of protective sand along the Lancelin shoreline which has occurred since mapping in 1942 despite coastal management which has seen shoreline vegetation, which traps sand, lost to car park developments and destroyed by vehicles and human traffic.</p> <p>7. Seawalls are mentioned in the CHRMAP as a possible solution to the Grace Darling Park erosion. A seawall will not solve the erosion problem at Grace Darling Park as it will not address the issue of increased wave energy approaching the shore which is the cause of the problem. A seawall will cause deepening of the foreshore from reflected waves which will result in further loss of beach width and allow larger waves to attack the shore and resulting stronger currents which will transport more sand. It will not ever result in the reformation of the wide beach which formerly existed in front of the park. The erosion of the beach will continue with the seawall being attacked more frequently and intensely due to the deepening of the foreshore or beaches. This will result in regular costs being required to maintain the seawall. A seawall will also make it difficult for the nourishing longshore sand supply currently supplying the Lancelin shoreline to continue to accrete sand and protect the bay shoreline north and south of the seawall. This will increase the vulnerability of these beach areas to wave attack.</p> <p>8. The report recommends directing CHRMAP outcomes towards taking action to stop further groundwater pollution and implementing protection strategies which promote proven natural coastal protection processes including seagrass bank regeneration and the plentiful natural beach nourishing processes currently occurring along the Lancelin shoreline as the most effective means of protecting the shoreline against future shoreline changes.</p> <p>9. It is hoped that by understanding and appreciating the natural processes protecting the Lancelin shoreline, stakeholders will direct the CHRMAP outcomes towards utilising the available natural sand supply to its full potential. This will result in the most effective low cost environmentally friendly long term shoreline protection solution. I would welcome any approach from the Shire of GinGin to answer any queries about the attached submission.</p> <p><i>All the above points relate to coastal processes, which Cardno have not assessed as part of their scope of works. There are some sensible notions in these statements that would need to be supported by data, peer reviewed literature and investigations to increase their credibility.</i></p> <p>Lancelin Coastal Management & Grace Darling Park Erosion Report Executive Summary</p>
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	<p>The Coastal Hazard Risk Management and Adaptation Plan (CHRMAP) is being used by the Shire of Gingin to formulate a planning strategy to address rising sea levels and predicted shoreline loss to 2110. The CHRMAP is also being used to formulate strategy to address erosion occurring at Grace Darling Park.</p> <p><i>The CHRMAP does not seek to address rising sea levels, but to assess strategies to adapt to rising sea levels. The CHRMAP does not contain any predictions of shoreline loss – this is incorrect. The lines are hazard extents for planning purposes.</i></p> <p>The CHRMAP has been effective in raising awareness among stakeholders of impending coastal change caused by predicted global sea level rises but it does not advise stakeholders of the correct cause of erosion at Grace Darling Park or the credible threat to the Lancelin shoreline posed by the processes causing the erosion at Grace Darling Park.</p> <p>The CHRMAP also fails to advise stakeholders that despite the threats posed by future rising sea levels and the processes behind the erosion at Grace Darling Park, the Lancelin shoreline is in the rare and fortunate position of having a plentiful natural nourishing longshore sand supply. If properly understood and managed, this natural resource will provide the most effective means of protecting the Lancelin shoreline in the long term.</p> <p><i>Cardno did not carry out the erosion or hazard assessment for the CHRMAP. The previous studies assessing coastal hazards do not suggest there will be a supply of sand to maintain the Lancelin shoreline over the long-term (50 to 100 years in the CHRMAP context). It is very likely that shoreline recession will occur with rising sea levels in all areas of the Shire's coastline, including Lancelin.</i></p> <p>It is hoped that this report will assist in finding a long term solution to the Grace Darling Park erosion by providing explanation and a suggested action plan for the Shire to move forward with to resolve the problem. It is also hoped that this report will highlight the importance that CHRMAP stakeholders understand, recognise, protect and encourage the plentiful natural beach nourishing processes currently occurring along the Lancelin shoreline as the primary means of protecting the Lancelin shoreline.</p> <p><i>Any natural beach nourishing processes that may be occurring along the Lancelin coast at present is expected to change significantly in the future with predicted sea level rise. The Shire should be planning for these changes and the CHRMAP is a good first step in this planning.</i></p> <p>Introduction</p> <p>The Shire of Gingin has been active in preparing for the threat to the coastline posed by climate change and rising sea levels by commissioning Cardno to prepare a Draft CHRMAP. Stakeholders will have the benefit of the estimated mappings of future shoreline changes which are based on predicted global sea levels. These mappings will assist stakeholders to prepare for the future and make informed long term plans.</p> <p><i>The CHRMAP does not contain "estimated mappings of future shoreline changes", this is incorrect. Coastal hazard extents for planning purposes are presented.</i></p>
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	<p><i>The CHRMAP, which makes shoreline loss estimates projecting to 2110, has recently been reported by journalist Emma Young.</i></p> <p><i>Again incorrect, no shoreline loss estimates are made in the CHRMAP. Much of the information presented in the mentioned article was factually incorrect and misleading, which is damaging to the Shire's efforts to properly manage the coastline.</i></p> <p><i>Emma's article has amplified awareness of the issue with the public by emphasizing the point made by the CHRMAP report that governments are under no legal obligation to buy back land or compensate people if property is lost to the sea. It is apparent that this may have a knock-on effect of reducing the value of coastal properties threatened by climate change significantly as property owners face the long term prospect of property surrender to rising sea levels.</i></p> <p><i>Grace Darling Park has been identified in the CHRMAP as a key coastal asset currently being threatened by erosion in Lancelin. Erosion of Grace Darling Park has the attention of many people. As mentioned in the CHRMAP "The erosion of the park has generated considerable concern in the community, and raised local awareness of coastal erosion threats to adjacent residential areas."</i></p> <p><i>It may be the assumption that the erosion which is threatening Grace Darling Park is due to rising sea levels. This is not the case. The erosion which has changed the beach in front of Grace Darling Park has been caused by a process that is not related to rising sea levels. This report explains the cause of the Grace Darling Park erosion and suggests a long term solution to the problem.</i></p> <p><i>This report recognises community and stakeholder engagement as an important element of the CHRMAP process. Ultimately stakeholders will direct the CHRMAP. The objective of this report is to better inform stakeholders of the coastal processes currently threatening and protecting the Lancelin shoreline.</i></p> <p><i>Whilst this report does not dispute that we need to plan for the threats of climate change and rising sea levels, stakeholders should take some comfort that the Lancelin shoreline is in a rare and fortunate position of having a plentiful natural nourishing longshore sand supply which has been largely unaffected and uninterrupted by either natural phenomenon or human development. This report shows the massive accumulation of protective sand along the Lancelin shoreline which has occurred since mapping in 1942 despite coastal management which has seen shoreline vegetation, which traps sand, lost to car park developments and destroyed by vehicles and human traffic.</i></p> <p><i>It is hoped that by understanding and appreciating the natural processes protecting the Lancelin shoreline, stakeholders will direct the CHRMAP outcomes towards utilising the available natural sand supply to its full potential. This will result in the most effective low cost environmentally friendly long term shoreline protection solution.</i></p> <p>Objectives of this Report</p>
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	<p><i>The objectives of this report are to:</i></p> <ol style="list-style-type: none"> <i>1. Provide a brief description of erosion and accretion processes and how it is possible for coastlines to become and remain stable.</i> <i>2. Explain how Lancelin and Edward Islands and the connecting outer perimeter reef provide the natural prerequisite fixed headlands required for stable bay formation. Demonstrate to Stakeholders the massive accumulation of protective sand along the Lancelin shoreline which has occurred since mapping in 1942 provides evidence that a plentiful natural sand supply supplies Lancelin beaches.</i> <i>3. Advise stakeholders of the cause of the Grace Darling Park erosion so that the Grace Darling Park erosion problem is not confused with erosion caused by rising sea level processes.</i> <i>4. Provide results of groundwater testing undertaken by Blacktop Consulting Engineers on ground water sampled from near Cunliffe St which indicate groundwater contains ammonia at levels that are toxic to seagrass.</i> <i>5. Provide a solution to the Grace Darling Park erosion which includes construction of infill sewerage works and works to re-establish bay seagrass banks west of Grace Darling Park.</i> <i>6. Explain the risk a seawall solution at Grace Darling Park may pose to the nourishing longshore sand supply currently supplying and protecting the Lancelin shoreline.</i> <i>7. This report recommends directing CHRMAP outcomes towards further testing which will confirm the cause of the Grace Darling Park erosion and implementing protection strategies which recognise and utilise the plentiful natural beach nourishing processes currently occurring along the Lancelin shoreline as the most effective means of protecting the shoreline against future shoreline changes.</i> <p>Brief description of erosion and accretion sandy shoreline processes</p> <p><i>Coastal erosion or accretion</i></p> <p><i>Sandy beaches adjust continuously in response to prevailing oceanic forces such as tidal levels, currents and waves. Coastal sand supply will determine coastline stability. Beach sand is supplied to Lancelin Bay from three main sources:</i></p> <ul style="list-style-type: none"> <i>• Supply from adjacent beaches, north and south,</i> <i>• Sand from onshore dune reserves, and</i> <i>• Sand washed into the shore from the seabed by wave action.</i>
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	<p><i>Sand is lost from the bay by:</i></p> <ul style="list-style-type: none"> • <i>Being blown,</i> • <i>Withdrawn to the seafloor by storm waves, and</i> • <i>Being carried along the shore by waves that arrive onshore at an oblique angle which cause currents to develop which run parallel with the shoreline.</i> <p><i>Coastal erosion or accretion is a function of the net sand inputs and losses. On a worldwide basis erosion appears to be prevalent on sandy coastlines around the world.</i></p> <p><i>Erosion is caused by longshore transport (transport of sand along or parallel to the shore). Long term erosion is caused by the lack of supply of sand at the up drift end of the beach which is required to replace or renourish sand lost from the beach during longshore transport processes.</i></p> <p><i>There are many reasons for a lack of supply of sand travelling along the shoreline. Some are natural phenomenon and others have been caused by human development. A few are listed below:</i></p> <ul style="list-style-type: none"> • <i>Navigation channels, either natural or artificially cut, are effective interceptors of drifting sand.</i> • <i>Loss or removal of dunes which previously supplied sand to the beach.</i> • <i>Improvements such as jetties, groynes and marinas which can cut off the flow of sand along the shore line and starve down drift beaches.</i> • <i>Previous erosion which has removed up drift beaches and where cliffs now exist in front of deep water, such as the Zuytdorp cliffs at Shark Bay.</i> <p><i>Lancelin shoreline is in the most fortunate of positions of having a plentiful natural nourishing longshore sand supply which has been largely unaffected and uninterrupted by either natural phenomenon or human development from Guilderton to Jurien Bay. Vast reserves of sand are travelling along the shoreline at any given time from Guilderton to Jurien Bay and these sand reserves generally enjoy uninterrupted natural flow.</i></p> <p><i>Stable bays</i></p> <p><i>There exists a natural phenomenon where net longshore transport processes cease. When this occurs the beach which is removed during a storm is returned to its original position. Stable crenulate shaped bays exist all around the world. Without human intervention or changes to other environmental factors, stable bays will exist in the same form indefinitely.</i></p> <p><i>The stability of the coast can be understood by an explanation of the formation of stable bay shapes. Fixed headlands are a prerequisite for the bay formations. When natural headlands occur on a mobile shoreline the</i></p>
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	<p><i>energy input from predominant waves arriving persistently and oblique to the general coastline will sculpture a bay of specific shape.</i></p> <p><i>A bay will reach its final stable shape when refracting waves break parallel to the down coast straight segment of the bayed beach. Refraction of waves involves a change in the direction of waves as they pass over the sea floor of different depth and shape. As well as bending the path of the waves the changing sea floor causes the waves to experience a change in speed and wavelength. The refracting of waves where they break parallel to the down coast straight segment of the bayed beach can be shown in Figure 1 below.</i></p> <p><i>Figure 1 : Stable bayed beach. Diffraction involves a change in direction of waves as they pass through an opening or around a barrier in their path. Ocean waves have the ability to bend around corners, around obstacles and through openings.</i></p> <p><i>Wave diffraction about the up coast headland combined with wave refraction causes waves to break simultaneously around the complete periphery as transport of sand along the shore ceases. The prevention of the sand drift along the coast ensures that swell waves return the sand to the beach from where it was removed. During storm sequences, transient erosion will still ensure that the beach and perhaps foredune will be required for construction of an offshore sand bar, however, after the storm has passed the refurbishing waves will arrive normal to the beach and hence the sand will be returned from where it came. Coastal engineers have developed mathematical formulas to predict stable bay shapes.</i></p> <p><i>Man-made headland control has been employed successfully in Australia and Singapore to stabilise coastlines and is often used in conjunction with beach nourishment.</i></p> <p>Lancelin Bay - Stable bay formation</p> <p><i>Lancelin and Edward Islands and the connecting outer perimeter reef provide the natural prerequisite fixed headlands required for stable bay formation. These headlands allow the sheltered town shoreline to form the bay formations shown in the aerial photograph provided in Figure 2 on the next page.</i></p> <p><i>Figure 2 : Aerial photograph of Lancelin Bay.</i></p> <p><i>As well as having the headlands necessary for stable bay formation Lancelin shoreline has a plentiful natural nourishing longshore sand supply which has been largely unaffected and uninterrupted by either natural phenomenon or human development from Guilderton to Jurien Bay.</i></p> <p><i>Despite what many may believe from observing the erosion at Grace Darling Park, the Lancelin town shoreline is healthy. To date natural sand accretion processes have caused a massive accumulation of protective sand along</i></p>
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	<p><i>the town beaches and fore dune since the town was gazetted in 1953. The accumulation of sand which has widened the shoreline can be seen in the aerial photograph shown in Figure 3 on the next page. which was provided by the Department of Transport.</i></p> <p><i>Figure 3 : Aerial photograph of Lancelin Bay showing historical shoreline position.</i></p> <p><i>This net accumulation has occurred despite shoreline vegetation, which traps the sand which is instrumental in widening the shoreline, being lost to car park developments and destroyed by vehicles and human traffic entering dune vegetation areas.</i></p> <p><i>The remaining native fore dune vegetation along Cunliffe St and Gingin Rd has done a remarkable job of harbouring sand and promoting dune and shoreline accumulation. The author can attest that the height of the Cunliffe fore dune has risen significantly in the past 30 years. Where once the shoreline was visible from Cunliffe St a vegetated dune now blocks the view of the shoreline. Long term residents recall that storm surge would often flood Gingin Rd near the jetty in the 1970's. There has since been an enormous accumulation of sand near the current jetty and the location of the 2 former demolished jetties. The jetty structures calm the currents which cause the currents to lose energy and deposit sand which the currents are transporting. This sand accumulation can be seen as a spit in Figure 2. As a result of the sand accumulation the storm surge can no longer climb the fore dune to Gingin Rd in this area. Much sediment has also been deposited offshore beneath the cray boat moorings. Water depth is much shallower here now than formerly.</i></p> <p><i>It's clear that if the plentiful natural nourishing longshore sand supply is allowed to accumulate the Lancelin town shoreline will accrete. The sand accumulation then provides a buffer to protect built assets from coastal hazards.</i></p> <p>Grace Darling Park erosion</p> <p><i>Many will remember a quite different shoreline in the 1980's in front of the Grace Darling Park, notably a much wider beach where many windsurfers parked directly on the beach (several cars deep) and large banks of seagrass existed offshore beneath shallow water. The shallow waters were favoured by windsurfers learning to sail who found water starting much easier in the shallows. Small waves could be seen breaking over the shallow banks of seagrass in front of the beach. Often two rows of waves broke, one further out and one close to shore. The waves were often used by the windsurfers to launch jumps. On low tide it was possible to walk out a substantial distance offshore on the exposed seagrass banks. It was difficult for boats larger than dinghies to travel south in the narrow channel between the seagrass banks and the shore in front of Grace Darling Park due to shallow water.</i></p> <p><i>In the past 20 years all of the beach width in this area has been lost and the shoreline has receded back into the grassed embankment of the park. The banks of seagrass in front of the beach also no longer exist. On the lowest tides the remaining seagrass bank in front of the park area is only exposed in isolated</i></p>
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	<p>locations. The current state of shoreline erosion during a storm in front of Grace Darling Park is shown in Figure 4 below.</p> <p>Figure 4 : Erosion losses of shoreline in front of Grace Darling Park.</p> <p>The Grace Darling Park erosion has not been caused by rising sea levels. Neither is the explanation for the erosion as provided by the CHRMAP which states:</p> <p>"It is more likely that the localised erosion is due to wave energy and currents formed due to the presence of Edward Island (see Section 5.6.3)."</p> <p>It is critical that Stakeholders properly understand the cause of the Grace Darling Park erosion so that the Park erosion problem is not confused with erosion caused by rising sea level processes. That way solutions to the two separate problems can be properly formulated and result in effective CHRMAP outcomes.</p> <p>Grace Darling Park wave climate explained</p> <p>Grace Darling Park is being attacked by waves with more energy than in the past. The wave energy entering Lancelin Bay is reduced by the perimeter outer reefs which extend from Edward to Lancelin Island. Due to the prevailing sea breezes it is estimated that the predominant direction of wave approach is slightly south of west. Directly west of Grace Darling Park the perimeter reefs are largely intact, however some channels through the reef allow the entry of some wave energy. Wave energy is also created by the fetch (the distance over which the wind blows in the same direction in the bay between the reef and the shore) which also generates wave energy arriving to the beach.</p> <p>When waves enter shallow water the wave begins to feel the bottom and the energy of the wave becomes bounded by the seafloor. With nowhere to go but up the energy of the wave is directed upwards. Viewed at the sea surface the wave gains height as it moves into shallow water. At some point in the wave's progress into shallow water, the wave crest topples forward and the wave breaks. This usually happens at a point when the wave height becomes too steep. This happens when the water depth equals about 1.3 times the wave height. So a 3-foot wave will break when the water depth reaches roughly 4 feet (3.9 feet). Once a wave forms, its period remains constant, so when a wave slows down due to the waves interaction with the seafloor its wavelength becomes shorter and the waves begin to "bunch up" because their wavelengths shorten to compensate for the slower wave speed.</p> <p>Small waves used to break on the seagrass banks directly west of Grace Darling Park. Breaking of the waves dissipated or reduced the energy of the waves and as a result the shoreline enjoyed relatively calm conditions. Under these calm conditions a wide cusped spit of sand could be seen formed at the beach which almost extended seaward to the sea grass banks.</p>
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	<p><i>The water over the banks of seagrass in front of the Grace Darling Park beach is now deeper. Waves do not ever now break off shore over the seagrass banks indicating that the water depth is now deeper than 1.3 times the entering wave height. Consequently when the unbroken waves reach the shore they bring with them more energy when they eventually break upon reaching the beach.</i></p> <p><i>As the phenomenon is relatively new the affected section of the bay is still adjusting to its stable shape. If natural processes are allowed to occur without intervention a new stable shoreline will eventually form. It is likely that substantial width of shoreline will be lost to the sea in this process.</i></p> <p><i>Grace Darling Park seagrass</i> <i>The change in the water depth and the resulting change in the near shore wave climate explains why the Grace Darling Park beach has been eroded by storm events in relatively recent times. The changes can be explained by the loss of shallow seagrass banks west of the beach that once protected the beach.</i></p> <p><i>It is well recognised in research literature that one of the most serious indirect impacts of coastal developments is a decline in water quality. Polluted effluents are often the most common source of adverse effects on coastal and marine ecosystems. Lancelin Bay is in the fortunate position of not being exposed to common sources of pollution of many waterways including agricultural wastes (e.g., manure, fertilizers, pesticides), farming and industrial wastes (e.g., lead, mercury, cadmium, etc.) or as a result of manufacturing, smelting and industrial processes.</i></p> <p><i>Unfortunately Lancelin has limited infill sewerage. Much of the Lancelin town site relies on buried septic systems for waste water disposal. Septic systems are designed to collect human wastewater, settle out the solids, and anaerobically digest them to some extent, leaching the effluent into the ground. Effluent contains contaminants such as nitrates, ammonium, phosphates, chlorides, sulphides and compounds related to home chemical use. One adult human excretes around 3.5kg of nitrogen per year.</i></p> <p><i>Lancelin groundwater's only known source of polluted effluent is domestic sewage. Large amounts of sewerage are entering the water table close to the shoreline from nearby houses, Caravan Park and Grace Darling Park public toilet septic systems.</i></p> <p><i>The flow of groundwater directly to the ocean is can be hard to measure. In a paper published in 2010 Stanford University researchers confirmed that polluted groundwater flows from coastal septic systems to the sea. They tracked a plume of polluted groundwater from an inland septic system to one of California's top recreational beaches. The authors of the report stated "We hope that this work will raise awareness of the importance of groundwater as a source of pollution and that coastal communities will look at this source when considering conservation efforts."</i></p> <p><i>Lancelin town site is founded on an area of dune and beach sands of the Quindalup Series. The sand dunes were formed by aeolian (wind deposited) action in the relatively recent geological past. The Quindalup dune system</i></p>
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	<p><i>extends along much of the southern sector of the west coast of WA. These sediments consist of medium to coarse grained sands with shell fragments. The sands comprise calcarenite and quartz. Water travels quite freely through these soils. The western area of the town site has a very high water table. The factors all contribute to enabling groundwater flow from the ground water table aquifer to the ocean.</i></p> <p><i>The mechanism of tidally induced groundwater flow transport process from the ground water table aquifer to the ocean has been proven in studies. Diagrammatically it can be seen in Figure 5 on the next page.</i></p> <p><i>Figure 5 : The mechanism of tidally induced groundwater flow transport process from the ground water table aquifer to the ocean.</i></p> <p><i>There is extensive literature which cites that transport of effluent from septic systems by tidally induced groundwater flow has the potential to be toxic to seagrasses.</i></p> <p><i>If effluent contamination is also killing seagrass colonies in other areas of the bay the potential for a vastly different near shore wave climate exists as the bay becomes deeper. As the effects have been seen at Grace Darling Park, deepening of the near shore profile which allows a higher level of wave energy to attack the beach will be disastrous for the Lancelin Bay shoreline.</i></p> <p>Ammonium toxicity to seagrass and results of groundwater testing</p> <p><i>Ammonia becomes poisonous to aquatic life especially in higher water temperatures and pH. Much research has been completed into the toxic effects of high nitrate and ammonium concentrations on seagrass. Studies indicate that toxicity occurs at ammonium concentrations as low as 0.43 parts per million (ppm). Ammonium toxicity effects have been found more pronounced in plants grown on sand and at higher temperature (15 and 20 degrees C). Common man-made sources of ammonia pollution include fertilizer production and use, manure application to farmland, septic seepage, untreated sewage overflow, and animal and industrial waste. Around 400 waterways in the US have been reported as polluted by ammonia. However, ammonia pollution also plays a big role in nitrogen and phosphorus pollution, which is currently the third highest reported cause of water pollution in the US affecting over 6,000 waterways.</i></p> <p><i>To measure ammonia contaminant levels in Lancelin groundwater Blacktop Consulting Engineers (BCE) sampled groundwater from shallow garden reticulation bores situated at 51 & 57 Cunliffe St. The independent laboratory test results completed by ALS are provided in Appendix A. Results indicate ammonia levels of 0.40 & 0.77ppm respectively. Levels measured from the bore at 57 Cunliffe St exceed 0.43ppm known to be toxic to seagrass.</i></p> <p>Preferred solution to the Grace Darling Park erosion</p>
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	<p><i>Water testing results completed by BCE suggest that levels of ammonia contaminant in groundwater sampled near Grace Darling Park exceed levels known to be toxic to seagrass. It is most likely that the source of the ammonia in the groundwater is from sewage entering groundwater from shallow septic systems installed close to the shoreline and used by nearby houses, Caravan Park and Grace Darling Park public toilets.</i></p> <p><i>The BCE findings can be verified by CHRMAP engaging an Environmental Engineer as soon as possible to sample groundwater from domestic / Shire garden reticulation bores along Cunliffe St or alternatively establish new monitoring bores nearer the shoreline.</i></p> <p><i>To return the shoreline in front of the Grace Darling Park to its former wide condition will require the near shore bathymetry to be returned to the depths created by the former sea grass banks. The seagrass banks acted to calm near shore waves and settled currents and allowed the plentiful natural nourishing longshore sand supply to make a large deposit of sand which formed the wide beach that once existed in front of Grace Darling Park.</i></p> <p><i>The seagrass banks are an advanced sea calming structure, more advanced than the offshore protection structures that man is currently capable of constructing with rock or concrete. As well as forming a direct impediment to wave travel, the soft banks of porous weed and root matter absorb wave energy which reduces wave reflection and sea bed scour.</i></p> <p><i>For the bay seagrass to re-establish, groundwater contamination from effluent discharge will need to cease. The preferred solution to achieve this objective would be to continue beach nourishment whilst the town is connected to infill sewer. Once the effluent ceases to affect the seagrass the seagrass banks should be given opportunity to re-establish.</i></p> <p><i>If the wave climate in front of Grace Darling Park can be returned to levels experienced when the seagrass banks existed directly west of Grace Darling Park then the plentiful natural nourishing longshore sand supply can be relied upon to reform the wide cusped spit of sand which previously formed at the Grace Darling Park beach and extended seaward to the sea grass banks. This will protect Grace Darling Park as well as the upstream and downstream bay shoreline.</i></p> <p><i>Risk posed by a seawall solution at Grace Darling Park</i></p> <p><i>Seawalls are mentioned in the CHRMAP as a possible solution to the Grace Darling Park erosion. Seawalls are shore parallel, hard stabilization measures aimed at protecting landward property and preventing shoreline retreat. Despite widespread criticism of seawalls they are a coastal defence system used extensively throughout the world. This widespread use is likely attributable to their simplistic design and construction which can be completed, often with adverse environmental effects, without a detailed understanding of the coastal processes involved. Also attributable is the misconception of many designers, that by holding back the encroaching sea, seawalls are functioning effectively.</i></p>
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	<p><i>The purpose of seawalls is to physically block wave energy. Depending on the particular seawall design, waves will be reflected from the structure according to the absorption of the incident wave energy. This reflection causes scour of the seabed material due to the establishment of a short crested wave system with the oblique incident waves.</i></p> <p><i>The consequence of this short crested system in front of the seawall is to cause a net sand movement down drift, resulting in seabed scour. Research and field studies often state that armouring has the potential to cause intensified local scour both in front and at the ends of the armoured segment.</i></p> <p><i>There are instances where seawalls provide an appropriate shoreline protection method. In essentially stable conditions where it is felt protection is required against storm surges, well designed shore parallel constructions may overcome potential upland erosion problems. This would involve placement of the structure well back from the beach to interfere as little as possible in the formation of a dissipative bar and subsequent post storm recovery. An example of an effective seawall installation which does not interfere with coastal processes is at the back of Sorrento beach near the Sorrento surf club.</i></p> <p><i>A seawall will not solve the prevailing erosion problem at Grace Darling Park. It will not address the issue of increased wave energy approaching the shore which is the cause of the problem. If anything it will cause deepening of the foreshore from reflected waves which will result in further loss of beach width and allow larger waves to attack the shore and resulting stronger currents which will transport more sand. It will not ever result in the reformation of the wide beach which formerly existed in front of the park. The erosion of the beach will continue with the seawall being attacked more frequently and intensely due to the deepening of the foreshore or beaches. This will result in regular costs being required to maintain the seawall.</i></p> <p><i>A seawall will make it difficult for the nourishing longshore sand supply currently supplying the Lancelin shoreline to continue to accrete sand and protect the bay shoreline north and south of the seawall. This will increase the vulnerability of these beach areas to wave attack.</i></p> <p><i>The present direction of the Shire to complete beach nourishment at Grace Darling Park is the most environmentally friendly option of defending the existing shoreline. The problem with this method of shoreline protection is the inescapable long term financial commitment that emerges from the recurring need for fill placement. The eventual long term financial burden may eventually lead stakeholders to look to other options of coastal defence.</i></p> <p><i>If the CHRMAP outcome is to eventually build a seawall to protect Grace Darling Park, the resulting shoreline erosion north and south of the seawall may then create a negative knock on effect where the CHRMAP sees fit to extend the seawall the full length of the bay. These seawalls will interfere with the nourishing longshore sand supply</i></p>
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	<p>currently supplying the Lancelin shoreline. The net result of these decisions will be the advancement of the shoreline loss estimates made in the CHRMAP.</p> <p>Recommendations</p> <p><i>This report recommends directing CHRMAP outcomes towards the cause of the Grace Darling Park erosion, taking action to stop further groundwater pollution and implementing protection strategies which promote proven natural coastal protection processes including seagrass bank regeneration and the plentiful natural beach nourishing processes currently occurring along the Lancelin shoreline as the most effective means of protecting the shoreline against future shoreline changes.</i></p> <p><i>Commission an environmental study to confirm groundwater ammonia levels to confirm the cause of Grace Darling Park erosion</i></p> <p><i>It is recommended that the CHRMAP commit to confirming groundwater contaminated with effluent as the cause of the Grace Darling Park erosion so that the Shire and the Government accept the cause of the problem and an effective solution can be formulated.</i></p> <p><i>The CHRMAP should engage a suitably experienced Environmental Engineer as a priority. By sampling and analysing groundwater sampled from the monitoring bores effluent contaminant levels travelling seaward can be confirmed. Once it is confirmed that contamination is killing seagrass colonies then infill sewerage works should start immediately to stop further groundwater pollution.</i></p> <p><i>For the bay seagrass to re-establish, groundwater contamination from effluent discharge will need to cease. The preferred solution to achieve this objective would be to continue beach nourishment whilst the town is connected to infill sewer. Once the effluent ceases to affect the seagrass the seagrass the banks should be given opportunity to re-establish. Artificial beach nourishment would need to continue at Grace Darling Park whilst seagrass banks are given the opportunity to re-establish in front of Grace Darling Park.</i></p> <p><i>Seagrass farming might also be considered to re-establish seagrass beds. If after 10 years from completion of infill sewer construction the sea grass banks showed no signs of re-establishing then possibly the former seagrass bank bathymetry west of Grace Darling Park could be recreated with a submerged artificial reef or seeking out experts in the field to suggest innovative and state of the art environmentally friendly techniques and materials such as permanently mooring a large floating porous energy absorbing sponge / mattress structure over the seagrass beds. These structures would dissipate wave energy before it reaches the shore and allow the longshore sand supply to re-establish the wide beach which formerly existed there.</i></p>
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	<p><i>Recognise the existing plentiful natural beach nourishing processes currently occurring along the Lancelin shoreline as the most effective means of protecting the shoreline by promoting dune growth and natural shoreline accretion.</i></p> <p><i>As mentioned the town shoreline and surrounding beaches north and south of the bay are in the fortunate position of having a plentiful natural nourishing longshore sand supply. This sand supply together with the protection provided by the natural fixed headlands of Lancelin and Edward Islands and the connecting outer perimeter reef has formed a stable bay. With the exception of the erosion which is occurring at Grace Darling Park, the Lancelin town shoreline is healthy and to date natural sand accretion processes have been shown to have caused a wide accretion of sand on the town beaches and fore dune since the town was gazetted in 1953.</i></p> <p><i>Essential to this build-up of sand along the foreshore has been the remnant native fore dune vegetation which has been preserved west of Cunliffe St and Gingin Rd. This scrub has done a remarkable job of harbouring sand and promoting dune and shoreline accumulation. If the vegetation strip was wider even more sand would be collected and stored rather than blowing across Cunliffe St and Gingin Rd and escaping into people's properties.</i></p> <p><i>Where vegetation has been lost in fore dunes near Edward Island and Back Beach due to vehicles and human access, the loss of the sand dune reserves has been devastating.</i></p> <p><i>Given that the sand is available from the plentiful natural nourishing longshore sand supply it makes sense to make every effort to capture and stabilise the sand in the fore dune area where it is required to provide protection and armour the shoreline.</i></p> <p><i>Returning as much of the fore dune to natural vegetation should be seen as a priority. Strict controls should be implemented to stop vehicles access into vegetated dunes or anywhere where the potential for native plant regeneration on dunes exists. Specifically</i></p> <ul style="list-style-type: none"> <i>• Education and signage to stop people destroying dune growth should be a priority. Pedestrian shoreline access should be restricted by fencing to keep pedestrians on pathways in all dune areas.</i> <i>• If vehicle access to the point near Edward Island cannot be kept away from dune vegetation vehicle access should be restricted.</i> <i>• Vehicle restrictions between Edward Island and Back Beach should be maintained.</i> <i>• If vehicle access to Back Beach and beaches south cannot be kept away from dune vegetation vehicle access should be restricted.</i> <i>• Dune stabilisation with growth mats and dune replanting should be a priority.</i> <i>• The majority of the carpark west of Cunliffe St should be returned to native</i>
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		<p>scrub. Further development of grassed areas behind the fore dune which are not as effective as native vegetation in capturing windblown sand should be avoided.</p> <p>These efforts will improve the success of the processes of natural accretion that are currently occurring along the Lancelin shoreline. This will result in the most effective low cost environmentally friendly long term shoreline protection solution for Lancelin."</p> <p><i>A lot of this response relates to coastal processes, which Cardno did not assess as part of its scope of works. Cardno's role was to assess risk and vulnerability of key assets based on previous hazard assessment studies, and to consider future adaptation strategies to deal with these hazards if and when they occur. The notions presented are sensible and likely well informed by experience and anecdotal evidence. Any report should refer to data and peer reviewed literature to improve its credibility. The recommendations are all valid, but it must be noted that the CHRMAP is required to consider all areas of the Shire's coastline and this response has focused on a small section of the Shire's coastline in great detail. Similarly, the Shire has to allocate its resources amongst priorities for the entire Shire coastline. The notion of a plentiful sand supply into the future would be disputed by Cardno's coastal engineers and scientists.</i></p>
11.	Ratepayer	<p>The Submitter does not support the proposal and makes the following comments:</p> <p>"REPORT RE: CARDINO Thanks Shire of GINGIN /DANDARAGAN for funding most comprehensive report. ITEMS OF NOTE. 1. EXECUTIVE SUMMARY.</p> <p>Note 1. taken on the fact that," unless some new and innovative protection methods are developed the cost of maintaining current infrastructure will become prohibitive for the future." <i>Noted</i></p> <p>Note 2. Taken that the report recommends" Community and beach users engage in a program to identify key beneficiaries of any proposed protection option of the future so the costs of implementation can be apportioned appropriately. <i>When discussing cost of implementation we should not put more burdens on those that have historically resided in properties purchased in good faith when town site was declared 1950. The costs should reflect upon new development since a certain date of awareness of hazards afforded to climate change... More emphasis on prosing a special rating to "empty nesters" and holiday home residents whose use swell population and demand for usage of the natural environment at peak times. Casual hires of equipment/ festivals, and events that use the natural environment within a hazard zone should also pay a toll fee for the use of.</i> <i>Agree that all beneficiaries should be identified.</i></p> <p>Note 3. WAPC2017 GUIDELINES MAKE REFERENCE TO FUTURE MANAGED RETREAT which may include compensation under provisions in the land management act (1997) <i>In view of the fact that State Governments</i></p>

	<p>have now made it mandatory for CHRMAP,s to be processed by L.G,s a compensation fund should also be a process of State Govt funds for the future.</p> <p>Note 4. CHRMAP recommends a managed retreat .What consequence will happen if a community does not agree. Will a Shire stop all activity of hazard mitigation? If the event the property in 2030 is inundated by storm damage can they then sue??? A managed retreat seems fair and equitable providing that all care has been taken by all parties both Federal??? State /Local Govt. and stakeholders of all description.</p> <p>Note 5. Implications for both private stakeholders and Governments will need more investigation. See all notes above.</p> <p>Note 6. Possibility no funds to support a future managed retreat. See recommendation above and note that this is an important issue for health well being of a community.</p> <p>2. INTRODUCTION.</p> <p>All contains documented evidence that over the last decade certain areas of the coast have decreased due to storm inundation and other processes. NOTED</p> <p>1.2 SPP2.6 recommends that management authorities develop a CHRMAP using a risk mitigation approach to the planning. Spp2.6 has also developed guidelines towards the development of risk management plans to ensure planning of the future in priority areas is carried out with due regard to stakeholders and community with consultation. Please note prior comments</p> <p>1.3 GUIDING PRINCIPAL AND CONCEPTS.</p> <p>1.3.1 EQUITY... The concept of value. Responsibilities and relevant considerations of protection to structure existing and future. (I.e. Groynes etc) Decisions of State and L.G SHOULD NOT ENDORSE ANY HARD STUCTURE WITHIN ANY DENOTED RISK AREA.</p> <p>1.3.2 FORESHORE RESERVATIONS... note is taken in relation to SPP2.6 clause 5.9 that at the end of the planning time frame a coastal foreshore reserve is still present.</p> <p>CHRMAP notes the allocation of the physical process is based on a 100 year hazard line and should after time maintain the values associated with the foreshore line. NOTED</p> <p>Note is taken that these foreshore reserves should at all times remain public assets. Inundation due to virtual erosion will in the future if not steps taken mean that the foreshore reserves will become exclusive private zones. All planning of any development of coastal areas along coast of W.A. should have a mandatory 500 metre set back. This should be an immediate change within structure plans and planning schemes.</p> <p>1.3.3 RIGHTS AND RESPONSIBILITIES.The right to develop land in W.A. is the right of any landowner. Traditionally no law to provide protection in relation to natural hazards or compensation when land is lost to sea. Noted tradition</p> <p>However in the event of a property lost to sea hazard /erosion the loss is to be borne by the owner.</p> <p>CHRMAP says "mechanisms for managed retreat may require public expenditure" and an "expectation that there will be user pay" principle. Please note all previous comments</p>
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	<p>1.3.4. HAZARDS AND RISKS. These are denoted as potential source harm or impact. The CHRMAP focus is on Coastal Erosion with monitoring with future reviews and updates as resources to carry out assessments become available. (Details of the prior work done by various departments are included in CHRMAP) RESOURCES need to be included in Shire annual budgets for the next 3 decades at least.</p> <p>1.3.5 ASSETS AND VALUES. These are defined</p> <p>A. natural features beaches and vegetation</p> <p>B. approved buildings, fences, lighting, water, sewerage, roads, pathways, jetties, boatramps seawalls etc.</p> <p>Risks of these in the future are determined under risk or liability.</p> <p>The value of assets considered risks and liabilities. Economic. Social, heritage and environment of coastal areas.</p> <p>NOTED</p> <p>1.3.6. ADAPTIVE CAPACITY. CHRMAP document assesses the relation of ease which an asset can be modified to reduce risk such as removal of movable infrastructure or the raising height of a sea wall. To address this thoroughly within the Lancelin 4 hazardous areas note should be taken that</p> <p>1. A planned retreat of all infrastructures with the Grace Darling Park which FORMS PART OF LA1 should be an immediate consideration.</p> <p>2. Shire planning for the Cuncliffe Car park north side of Grace Darling Park should be considered as null and void. (LA2)</p> <p>3. No seawalls or jetties to be built in L.A2/3/4. Note should also be taken that within the Structure plan of Lancelin South provision was made for future boat launching facilities fence reef area LA1</p> <p>1.3.7. VULNERABILITY. CHRMAP uses vulnerability as the final outcome of the risk assessment process combining likelihood of hazard consequences with the adaptive capacity of the asset in the process. Figure 1.3</p> <p>NOTED</p> <p>1.3.8. TEMPORAL SCALES. SPP2.6 specified the need to consider the hazards of risks and planning considerations to 100 year time scale. From the view of the Shire Gingin the focus is on short term to 2030. CHRMAP refers also to medium term to 2070. The whole of time frame of 100yrs is essential for statutory planning framework allowing the important management expectation that gives impacted stakeholders prior notice of impending hazards.</p> <p>CHRMAP includes assessment of all three temporal scales ensuring that the short term plan does not prevent the long term being realized. NOTED</p> <p>1.3.9. SPATIAL SCALES The assessment of the coastal hazards along the Shire Coast have been achieved through the coastal sediment cell scales as identified SSP2.6 (MRA2016a and b)</p> <p>Hazard lines predicted in CHRMAP have been denoted using the vulnerability of assets and physical attributes of the coast and the broader sediment scale. NOTED</p> <p>1.3.10 ADAPTIVE MANAGEMENT. CHRMAP USES THE CONTEXT THAT ALLOWS PREDICTIONS OF COASTAL HAZARDS AND DEVELOPMENT OF LONG TERM PLANNING PATHWAYS TO MITIGATE RISKS. Appropriate triggers are recommended to guide the management. Monitoring programs are predicted to identify planning triggers when reached and to validate current predictions of shoreline recession and the extent of coastal</p>
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	<p>erosion hazards. Recommendations are made of review to better inform the refinement of managed pathways of the future.</p> <p><i>As previously stated monitoring programs over the years need to have specific monies set in budgets Note is taken that in estimates of this report to 2030 there is only \$410,000 allocation for a period of 12 years equating to less than \$35,000 annual ??? HOW MUCH MONITORING CAN BE DONE WITH THAT?</i></p> <p><i>Cardno considers that this could achieve a sound practical monitoring program that will assess ongoing coastal hazards and inform future CHRMAP revisions. More monitoring can always be undertaken and will improve understanding, but the recommendations try to be realistic with respect to the Shires funding.</i></p> <p>1, 4 COASTAL PROCESS</p> <p>Recognition is given to the identification of horizontal shoreline datum (HSD) along the coast.</p> <p>The HSD is the shoreline at any particular given time that can be used as a benchmark of reference used to identify historical and future movements of shoreline.</p> <p>CHRMAP has defined the present day hazard assessments on data based from the 2012 LIDAR survey of HSD. The HSD is constantly moving and its position relative to assets and future monitoring of the shoreline will formulate key trigger for implementing management responses. <i>2012 data is already out of date by 6 years. CHRMAP time frame should then date back from 2012??? This was the trigger for below studies.</i></p> <p><i>LIDAR data is very expensive to collect and this is the only LIDAR dataset collected by the Department of transport for the area. The shoreline is not changing so consistently and rapidly that this data is considered 'out of date'.</i></p> <p>1.5 PREVIOUS ASSESSMENTS</p> <p>CHRMAP acknowledges the study commissioned by W.A.Dept Planning 2012 to assess the sensitivity and exposure of landforms from Guilderton to Jurien Bay. The study recommended detailed investigations to priority locations of future vulnerability. 2013 the shire partnered with Dandaragan at NAAC to identify a range of data and information required to undertake COASTAL HAZARD ASSESSMENTS at the priority areas 2014 in accordance to this recommendation Shire partnered with Dandaragan and NAAC and DOT to undertake preliminary assessments of the coastal hazards at each town site in the priority areas.</p> <p>The preliminary findings identified that...</p> <p>1. Adaptation planning for coastal erosion is a priority for Seabird, Ledge Point and Lancelin. (The writer of this report refers only from here on in to the 3 as listed above and acknowledges the report reference to other areas of study).</p> <p>2. Adaptation planning for coastal inundation is a priority for LANCELIN, due to the low lying nature of and PROXIMITY OF ASSETS TO SHORELINE. <i>NOTED. SEE comments above.</i></p> <p>1.6 CHRMAP FORMAT</p> <p>CHRMAP format addresses the recommendation for these studies with a focus on risk of coastal erosion hazards.</p> <p><i>NOTED</i></p>
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	<p>2. ESTABLISHING CONCEPT. <i>CHRMAP focuses on the coastal zones within the gazetted town sites along the coast in the Shire Gingin. Any future development outside study area should avoid potential coastal hazards. Note for future T.P.S. amendments</i> <i>CHRMAP table at 2.1 notes that LANCELIN TOWNSITE is the largest of 3 locations within the study area.</i> <i>(Authors report is from here on primarily is for LANCELIN town site.)</i></p> <p>2.4 LANCELIN. Lancelin is noted in CHRMAP as a regional centre for upper coastal areas .Host to ANNUAL WORLD WIDE Windsurfing event each January and a major coastal industry of Cray fishing. The Lancelin Town Jetty plays an important part in this industry and is managed by Dept of Transport (DOT). NOTED PREVIOUS that DOT has been consulted The reefs offshore are shallow near shore reefs (2.4 km) with deeper passages between to allow boat access and permit wave fraction to reach shoreline .Recommend CONSULTATION with a. Fishing Industry. Major industry of priority towns in study area b. Dept of conservation and environment. – Consulted during the CHRMAP (now called DPAW) Lancelin has moderate to high cell vulnerability. (H.S.D.) CHRMAP hazard assessment covered 5 KM Lancelin town site coast. This was then divided into management cells (2.1 maps) LA1 defined as sport/recreation purposes defined as a link between Lancelin Town proper and Lancelin South. Main areas IDENTIFIED AS RECREATION are LA2, LA 3 LA4. L.A2 Grace Darling Park being the worst effected over the years by erosion. NOTED See previous comments</p> <p>2.5 STAKEHOLDER AND COMMUNITY ENGAGEMENT. The object of this engagement included a. Inform community of extent of potential hazards b. Explain state and local govt responsibilities c. Explain benefits and challenges of adaption of strategies. d. To provide community members multiple opportunities to provide input of proposed strategies and to offer alternatives or to voice their concerns/questions. e. Document feedback on all above f. To report on the feedback including analysis that highlights the level of community understanding of the strategies, funding, and mechanisms of continued community engagement. NOTED</p> <p>2.5.2 METHODS. CHRMAP recognizes the many methods taken place to capture the coastal values of the community, informing the public about coastal hazards and gauging attitudes towards various adaptation options. NOTED</p> <p>2.6 SOCIAL AND ENVIRONMENTAL VALUES. CHRMAP states it is difficult to place a value on natural coastal assets. The value is also critical to maintaining focus on natural assets throughout the CHRMAP process. Some of the natural assets contain rare endangered flora and fauna. NOTE must be mention in relation to the new TEC, s AREA OF CONSERVATION. Not at the moment depicted on any Maps.</p>
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	<p><i>These are depicted on Values Maps – see Appendix B of the CHRMAP.</i></p> <p>Community engagement highlighted strong sentiment regarding the natural value of the beach for sense and wellbeing.</p> <p>Sentiment summarised</p> <ol style="list-style-type: none"> Preservation of beaches Support relocation of assets to allow nature to take course Limiting intensity of development in hazard areas Strong support of informing landholders of hazard risk. There was little support for protection of private property. NOTED <p>2.7 SURVEY RESULTS.</p> <p>CHRAMP conducted on line survey. ? WHERE was THE ON LINE ADVERTISED?</p> <p>2.7.1 CONTEXTUAL RESULTS.</p> <ol style="list-style-type: none"> that Lancelin main beach visited by 50% respondents daily or weekly. 45% were very concerned in relation to the hazard maps 35% were moderately. 10% were very well informed. Many respondents were aged 60 and over. 73% were living within the Shire. <p>Note is taken of the "empty nesters" dominant within the demographic area. <i>See previous comment in relation to empty nesters.</i></p> <p>The results of the survey table 2.2. Show that the main areas of LAN 1-4 have the major usage.</p> <p><i>Would like to know how many respondent to the whole survey before note is taken .80 only gave postcode.</i></p> <p>103 responses</p> <p>2.7.2 COASTAL VALUES</p> <p>CHRAMP noted that the strongest support from the survey came for "opportunities to use beaches for passive recreation and ongoing provision of foreshore reserved for current and future generations.</p> <p>Commercial enterprises and active recreations (jetties, boat ramps) received little support. NOTED</p> <p>2.7.3. ADAPTION OPTIONS.</p> <p>Responses relating to adaption options showed very strong support in retaining.</p> <ol style="list-style-type: none"> Public access to beaches ,foreshore reserves Preserving coastal dunes and vegetation for future generations Strong support non allowance of more intensive development. (i.e. Units in replace of single housing) Strong agreement that private landowners should be informed re risks of erosion when purchasing or developing in hazard areas. Strong disagreement of protecting private property from erosion exclusive to the protection of the foreshore reserves and beach access. Strong disagreement of allowing the continuation of approved land usage in developed areas until erosion becomes intolerable. Do nothing approach not acceptable.
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	<p>Recommend that a-e be noted. G is agreeable. Clarification in relation to F point. Does IT MEAN SOMETHING LIKE Kite surfing no more from a particular areas or do not launch boats or something other? No</p> <p>2.8 PLANNING FRAMEWORK. CHRMAP recognises the structure of planning in Western Australia and key strategic documents that have guided development of towns within the Shire Gingin. In addition to these there have been strategic guidance documents and structure plans and policies by state and Shire. Requirements for Local Govt to produce a CHRMAP are described in SPP2.6 and WAPC (2014a) guidelines. CHRMAP is a local level policy document that can provide recommendations for implementation of local planning adjustments if required and ADOPTED BY SHIRE to bring about change in effect to sea level rise and coastal erosion. This should be a given that Shires with affected and researched hazard areas WILL adopt the plans as a WORKING documents and place into all future structure plans and T.P.S DOCUMENTS THE RECOMMENDATIONS that will sustain the beneficiaries of our coast into the future.</p> <p>2.8.1 STRATEGIC PLANS State Planning Strategy in relation to climate change identified the Shire Gingin Coast as of risk. Key statements fundamental to approach taken within CHRMAP are, a. Retention of natural bushland and coastal areas are important for health and wellbeing. b. Balance should be retained between environmental issues, economic and community wellbeing. Others from Wheatbelt Development Commission. IDENTIFIED 1. Long term plan I.O.D.corridor. 2. Economic and employment opportunities are sustainable. 3. Preservation of environmental assets. Gingin Shire L.P.S. identifies coastal erosion and management of dunes as key issues. CHRMAP has recognised the designated risk within coastal areas at the 100 year planning Horizon and also the more recent strategies of state and local government guidelines. These will take precedence where appropriate in adaption strategies of the Shire Gingin. The Shire LPS MAY IDENTIFY COASTAL EROSION AS A KEY ISSUE but has ignored triggers that the community has recognised and recommended on. 2.8.2 2.8.3 2.8.4 CHRMAP covers in full state to local policies NOTED</p> <p>2.8.5. LOCAL PLANNING HORIZONS. CHRMAP establishes strategy for adapting to sea level rise and coastal erosion over the next 100 years and a range of time scales from short 10-15 years medium 10-40 years and long term 40-100 years. As development has a much longer horizon coastal hazard assessment has a much longer horizon. Assessments can indicate zoned land may be impacted by coastal process within the next 100 years. The future hazard impacts will go beyond any current planning such as L.P.S 9. Local Government has a responsibility to the future community to direct new development away from high risk areas. NOTED</p>
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	<p>2.9 RISK ASSESSMENT INPUTS CHRMAP to effectively assess the risk s and plan for the future based information on A. presents a predicted future hazard B. existing assets values and life cycles C. community and stakeholder values NOTED</p> <p>2.9.1 HAZARDS IN EACH MANAGEMENT ZONE. CHRMAP assessment of all areas has been reviewed by and accepted for adaptation planning by DOT. Coastal hazard lines in accordance with SSP6 have been collated from 2016 thru to 2110. Lancelin LA1 –LA4 are in table 2.3 and are noted as medium to high. SEE previous notes in relation to other agency consultation and the 2012 H.S.D. DATA</p> <p>2.9.2. ASSETS Assets of both natural and built features were identified by overlaying hazard lines on area photomaps of each town site Residential property boundaries were drawn from Councils GIS cadastral layers. All other assets were based on interpretation of aerial images only. What date were the images taken as to this interpretation or 2012 from where HSD data was used? Significant to all of above. The assets have a fixed position, the date images were taken is not relevant unless it means key assets were not yet in existence or have been removed. As you have correctly noted, the position of HSD line will continually change and requires up to date data to accurately locate. Site visits confirmed asset classifications. What site and what assets? All the key assets identified (along the Shire's coastline) were confirmed and assessed during a site visit. I.e. not just assessed using a map. Each management unit assets and risks planning controls are provided at Appendix C</p> <p>2.9.3unit assets and risks planning controls are provided at Appendix C</p> <p>2.9.3. VALUES CHRMAP derives the value of assets from their economic value or replacement cost for physical infrastructure and property. Natural assets that provide a range of services to the community are however harder to value monetary wise. Public consultations have proved that social, environmental and well being of a community far outweighs monetary value. See enclosed on value of coast AKA Shire Gosford. CHRMAP gives a summary of these values in Appendix C.</p> <p>Report on review of all APENIX TO CHRMAP LANCELIN ONLY APPENDIX A HAZARD MAPS BY MANAGED UNITS</p>
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	<p><i>These were noted to be taken from HSD 2012 with overlay shire Gingin CADASTRAL</i></p> <p>APPENDIX B VALUE MAPS AND LIST OF STAKEHOLDERS NOTED</p> <p>APPENDIX C INFORMATION ASSETS FOR EACH OF THE MANAGED UNITS <i>These are noted but no information as to value??</i> <i>Refer to the risk assessment tables in Appendix E where the value of assets is reflected in the consequence of their damage. Also refer to Section 1.3.5 which describes why asset values are not just financial.</i></p> <p>APPENDIX D TECHNICAL NOTE ON RISK ASSESSMENT METHODS NOTED</p> <p>APPENDIX E RISK ASSESSMENT RATING AND RESULTS NOTE NEEDS TO BE TAKEN OF THE RISKS ASSOCIATED FOR LA 1. <i>Namely grace darling park Caravan Park and front car park north. See comments in other part of main document submitted.</i></p> <p>APPENDIX F MULTI CRITERIA ANALYSIS RESULTS. <i>PLEASE BE AWARE THAT GRACE DARLINGPARK, CARAVAN PARK AND CAR PARK ARE DENOTED AS MEDIUM RISK TO 2030 AND HIGH RISK TO 2070</i> STRONGLY RECOMMEND THAT THIS TIME FRAME BE BROUGHT FORWARD A DECADE TO. MEDIUM RISK FROM TO 2018 AND HIGH RISK FROM 2030. <i>Based on what perception? Greater chance of impact, higher asset value (consequence) than Cardno and the Shire's assessment?</i></p> <p>APPENDIX G MULTI CRITERIA ANALYSIS SUMMARY. <i>IN ALL WHAT HAS BEEN SAID THIS ONE IS THE MOST IMPORTANT APPENDIX</i> <i>1ST PAGE PLEASE NOTE</i> TABLE G 1 GIVES ALL THE INFORMATION REQUIRED AS TO acronyms THAT RELATE TO THE ANALYSIS OF THREE RISK AREAS. STRONGLY RECOMMEND THAT THE TIME FRAME IS AMENDED TO REFLECT THE ABOVE. <i>Based on what perception? Greater chance of impact, higher asset value (consequence) than Cardno and the Shire's assessment?</i></p> <p>APPENDIX H PLANNING CONTROLS AND DISCUSSION <i>PLEASE READ THIS APPENDIX CAREFULLY... in relation to</i> <i>1. Planning controls</i> <i>2. Special control areas</i></p>
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		<p>3. Structure Plans and conditions there of a) Notification of certificate on titles</p> <p>4. Time limit for approval a) Planned retreat</p> <p>APPENDIX I LONGTERM PATHWAYS Most of the long term pathways have been discussed in appendix G. NOTE MUST BE TAKEN THAT IN THE MANAGEMENT PATHWAYS FOR LA 1 ALL TRIGGERS NEED TO BE BROUGHT FORWARD A DECADE TO 2016. Suggest this refers to vulnerability ratings, not triggers. Based on what perception? Greater chance of impact, higher consequence than Cardno's assessment?</p> <p>For your consideration and comment."</p>
12	Seabird Progress Association Inc.	<p>The Submitter does not support the proposal and makes the following comments:</p> <p>"The Seabird community feels disappointed that the Cardno Report does not consider the option to enhance the protectiveness of the seawall by constructing groynes at intervals in front of the wall, extending along the front of the caravan park. This was recommended by the consulting engineers MP Rogers and Associates, who were hired by the Shire of Gingin to provide advice on an engineering solution to the erosion problem at Seabird. The respondent should refer to Section 5.4.4 (page 50) of the CHRMAP that discusses the suitability of groynes and refers to the study of MP Rogers and Associates. This is where the CHRMAP makes a recommendation (R_SE1.2) to further investigate the use of groynes to protect this area. Cardno cannot recommend the construction of additional coastal protection (groynes) to protect existing coastal protection (seawall) under state policy and guidelines that place the 'protect' strategy last on the adaptation planning hierarchy. It is very unlikely that the Shire would be able to fund construction and maintenance of additional protection structures and the State would not fund something that contradicts its policy.</p> <p>The Cardno report contains a number of inaccuracies and/or incomplete information. For example:</p> <p>. Loss of protective primary foreshore dunes at Seabird was not initiated by rising sea levels, but rather a combination of factors including changes in ocean currents (caused by infrastructure 'built south of Seabird and/or cyclical season weather influences), bulldozing dune structures to make access to the beach, and wind erosion of dunes as insufficient attention was paid to the importance of vegetating dunes (this has been the focus of community initiated revegetation over the past two years.)</p>

	<p><i>The scope of Cardno's project did not involve assessing the cause of erosion in any areas of the coast, assessing coastal currents/weather conditions or predicting future erosion. Cardno's component of the CHRMAP was to assess the risk to assets, based on previous coastal hazard assessments, and develop future adaptation pathways. The respondent should refer to Section 1.5 (page 10) and 2.2 (page 14) of the CHRMAP that summarise previous work that has relevance to this comment. None of the detail in this paragraph has been substantiated by data or literature. Cardno agrees that controlling wind erosion and maintaining a vegetated dune system has important natural protective function.</i></p> <p><i>.The report provides for no alternative strategies, there has been no community involvement, it adopts a "one size fits all" approach, regardless of erosion being a localised issue, and there has been no cost benefit analysis provided.</i></p> <p><i>Alternative strategies to what? If this is still focused on Seabird, the respondent should refer to Section 5.3.1 (page 47) which outlines 8 different strategies to be considered/implemented for the area. These are based on the multi-criteria assessment carried out specific to this management area and its particular "localised" issues. The multi-criteria assessment considers cost and benefit in assessing these options. A fully informed cost-benefit analysis cannot be carried out without gathering further information. Cardno or any other consultant would be irresponsible to carry out a CBA based on the information at hand. As such, Cardno's recommendations include the gathering of appropriate information to inform a CBA, before major management strategies are implemented</i></p> <p><i>.The adoption of such a plan would see the development of coastal communities stagnate or shrink with a lack of tourism and residential appeal. This is likely to have a flow on effect to the Shire of Gingin causing it to become and economic minnow.</i></p> <p><i>The adoption of a plan that seeks to manage the town's coastline and coastal assets over the long term, with the ultimate aim of maintaining the values associated with the coast and towns at these locations. Cardno disagrees with the respondents statement.</i></p> <p><i>. Although the beach in front of the town may have been limited by the seawall, the erosion had made the beach almost unusable for several years prior to the walls construction. At different times of the year there are several metres of beach in front of the wall, which are used by walkers, beachgoers and fisherman.</i></p> <p><i>There is a large volume of quantitative evidence that seawalls increase erosion at their base and diminish beach amenity in their vicinity, compared to natural beach/dune systems. Cardno has used this information to inform its assessment of future risk and vulnerability to the beach and its value in the area.</i></p> <p><i>Seabird was gazetted as a town in 1968 and lots were progressively released and sold by the State Government. The Gingin Shire has collected rates annually form these properties and the State Government has collected annual land tax from non-primary residential lots ever since their purchase. This report now supports the retreat</i></p>
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	<p><i>option, whilst not addressing liability. This positioning shows a lack of leadership, a lack of vision and lack of basic humanitarian compassion.</i></p> <p><i>The Seabird community fought for, and achieved protection from erosion, in the form of a seawall. It has since raised funds, developed plans and estimates to build a series of groynes to enhance its function, protect the northern beach area and extend its life. Seabird has shown in the past that it is a community that works together to achieve its aims and ensure its survival. We do not accept retreat as an option for our community. Nothing has changed for us, we will continue to work together and will never give up until we find a solution and achieve our objective.</i></p> <p><i>Seabird believes the Shire should be showing leadership in its stewardship of its natural coastal assets and be making them attractive to safe sustainable development. Tourism WA sells our state on the value of its natural beauty and resources including our pristine beaches. The Seabird community values its beaches and coastline and accepts the changes in these assets over time are a natural process. However, it does not accept retreat as an option and wants its position acknowledged. Our community has this message for those who lack the vision and creativity to conceptualize the vibrant future we see for our community, "Seabird, Retreat? Never!"</i></p>
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The Shire President adjourned the meeting at 4.37pm to allow members of the public to leave the gallery.

The meeting resumed at 4.49pm.

Present at resumption of the meeting:

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

Staff – A Cook (Chief Executive Officer), K Lowes (Executive Manager Corporate and Community Services), A Butcher (Executive Manager Operations), B Kelly (Acting Executive Manager Regulatory and Development Services), K Bacon (Manager Statutory Planning) and L Burt (Governance/Minute Officer).

Gallery – There was one member of the public present in the Gallery.

11.3.2 APPLICATION FOR DEVELOPMENT APPROVAL - PROPOSED AMENDMENT TO PREVIOUS DEVELOPMENT APPROVAL (P1678) AND PROPOSED USE NOT LISTED (PYLON SIGN) ON LOT 267 (60) KING DRIVE, WOODRIDGE

File:	BLD/6924
Applicant:	Bob James and Kate Tsilicochryssos
Location:	LOT 267 (60) KING DRIVE, WOODRIDGE
Owner:	Shire of Gingin
Zoning:	Public Use – Shire Purposes
WAPC No:	N/A
Author:	James Bayliss – Statutory Planning Officer
Reporting Officer:	Bob Kelly – Acting Executive Manager Regulatory and Development Services
Report Date:	16 April 2019
Refer:	Nil
Appendices:	1. Location Plan and Applicant's Proposal

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider an Application for Development Approval for a proposed pylon sign (Use Not Listed) on Lot 267 (60) King Drive, Woodridge. The applicant also seeks to delete condition 4 of development approval (P1674) issued on 2 October 2018 for an Ambulance Sub Centre on the subject site.

BACKGROUND

The subject site is located on the corner of King Drive and Birdwood Drive within the Woodridge Estate. At the Ordinary Council meeting on 18 September 2018, Council conditionally approved a St John Ambulance Sub Centre on the south-western portion of land leased for that purpose.

The applicant seeks to amend the development which includes installing a 1.8 metre high Colourbond fence in lieu of the previously approved permeable garrison fence. This requires deleting condition 4 of the development approval imposed.

Furthermore, the proponent seeks to install a 'pylon sign' within the King Drive front setback area. The sign is proposed to be 2 metres in height and 0.9 metres in width (1.8m² in area).

A location plan and a copy of the applicant's proposal are attached.

COMMENT

Community Consultation

The application was not advertised to surrounding landowners. Clause 64 of the deemed provisions provides for minor variations to the Scheme to be waived from the advertising process in circumstances where the local government is satisfied any variations to the scheme are minor in nature.

Planning Framework

Local Planning Scheme No. 9 (LPS 9)

The subject lot is zoned '*Public Use: Shire Purposes*' under LPS 9. In accordance with Clause 2.5.2 of the scheme, "Use and Development of Local Reserves", the following is to be considered:

"Clause 2.5.2

In determining an application for planning approval the local government is to have due regard to –

- a) The matters set out in clause 67 of the deemed provisions; and*
- b) The ultimate purpose intended for the Reserve.*

The proposed pylon sign and amendment to the previous development approval do not alter the intended purpose of the reserve and the development is able to satisfy the deemed provisions as outlined below.

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

'Clause 77 – Amending or cancelling a development approval' states:

- (1) An owner of land in respect of which development approval has been granted by the local government may make an application to the local government requesting the local government to do any or all of the following -*
 - (a) to amend the approval so as to extend the period within which any development approved must be substantially commenced;*
 - (b) to amend or delete any condition to which the approval is subject;*

The applicant has requested that Condition 4 of the previous development approval (P1674) issued on 2 October 2018 be deleted. Condition 4 states:

"The 1.8 metre high black garrison fence and gate shall be visually permeable and remain free of any advertising signage"

The officer is of the view that although a permeable fence is preferable for security and aesthetic purposes, the built form of a 1.8 metre high Colourbond fence is acceptable in the location proposed. The fencing is proposed to be set back well off the street and therefore will have minimal impact on the existing streetscape. As such, condition 4 can be deleted without any adverse consequences to the Shire.

Use Not Listed

The proposed sign does not fit within a land use definition under LPS 9 and is therefore assessed as a 'use not listed'. Clause 3.4.2 states:

3.4.2 If a person proposed to carry out on land any use that is not specifically mentioned in the Zoning Table and cannot reasonably be determined as falling within the type, class or genus of activity of any other use category the local government may:

- a) Determine that the use is consistent with the objectives of the particular zone and is therefore permitted;*
- b) Determine that the use may be consistent with the objectives of the particular zone and thereafter follow the advertising procedures of Clause 9.4 in considering an application for planning approval; or*
- c) Determine that the use is not consistent with the objectives of the particular zone and is therefore not permitted.*

Shire of Gingin By Laws Relating To Signs and Bill Posting 1982

The by-laws define a pylon sign as '*a sign supported by one or more piers and not attached to a building*'. Clause 26 outlines the applicable standards for pylon signs and is outlined in further detail below with officer comments.

Pylon Signs.

26. 1) *A person shall not erect more than one pylon sign on a lot.*
1a) *A person shall only erect a pylon sign on a lot zoned as Commercial or Industrial.*

Officer Comment

The subject land is zoned '*Public Use: Shire Purposes*' under LPS 9. This is the only sign proposed and, although not zoned commercial or industrial, is unlikely to have any detrimental impact on the existing streetscape or set an undesirable precedent.

- (2) *A pylon sign shall –*
(a) *Deleted*
(b) *Not exceed 2.5 m measured in any direction across the face of the sign or have a greater superficial area than 4 m²;*
(c) *Not project over a street;*

- (d) *Be supported on one or more piers or columns of brick, stone, cement, concrete, steel or timber of sufficient strength to support the sign under all conditions;*

Officer Comment

The proposed sign is able to satisfy the above requirements and will be fixed in accordance with a building permit issued by the Shire.

Conclusion

In summary, the deletion of condition 4 to the previous approval will have a negligible impact on the overall development and is supported. Furthermore, the provision of a pylon sign within the property boundary is able to adequately satisfy the applicable by-laws and as such is supported subject to conditions.

STATUTORY ENVIRONMENT

Planning and Development (Local Planning Scheme) Regulations 2015
Schedule 2 – Deemed Provisions for Local Planning Schemes
Regulation 67 – Matters to be considered by local government

Local Planning Scheme No. 9
Part 2 – Reserves
2.5 – Use and Development of Local Reserves

Shire of Gingin By-Laws Relating To Signs and Bill Posting 1982

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>3.1 Development new and existing developments meet the Shire's Strategic Objectives and Outcomes.</i>
Key Service Areas	<i>Building and Planning Permits</i>
Priorities	<i>3.1.1 Support strategies that facilitate commercial development.</i>

VOTING REQUIREMENTS – SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Elgin

SECONDED: Councillor Johnson

That Council:

- 1. Grant amended Development Approval for an Ambulance Sub Centre on Lot 267 (60) King Drive, Woodridge subject to deletion of condition 4 imposed on the previous approval, which results in the following conditions and advice notes remaining valid:**
 - a. The land use and development shall be undertaken in accordance with the approved plans and specifications, including the directions written in red ink by the Shire, unless otherwise conditioned in this Approval;**
 - b. The proposed crossovers shall be designed and constructed to the satisfaction of the Shire of Gingin prior to occupancy or use of the development;**
 - c. Stormwater from all roofed and paved areas shall be collected and contained onsite to the satisfaction of the Shire of Gingin; and**
 - d. The vehicle parking area shall be sealed, drained and line marked in accordance with the approved plans and specifications, prior to occupancy or use of the development and shall be thereafter maintained to the satisfaction of the Shire of Gingin.**

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 2 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:** Further to this approval, the applicant is required to submit working drawings and specifications to comply with the requirements of the *Building Act 2011* and *Health Act 1911*, which are to be approved by the Shire of Gingin.

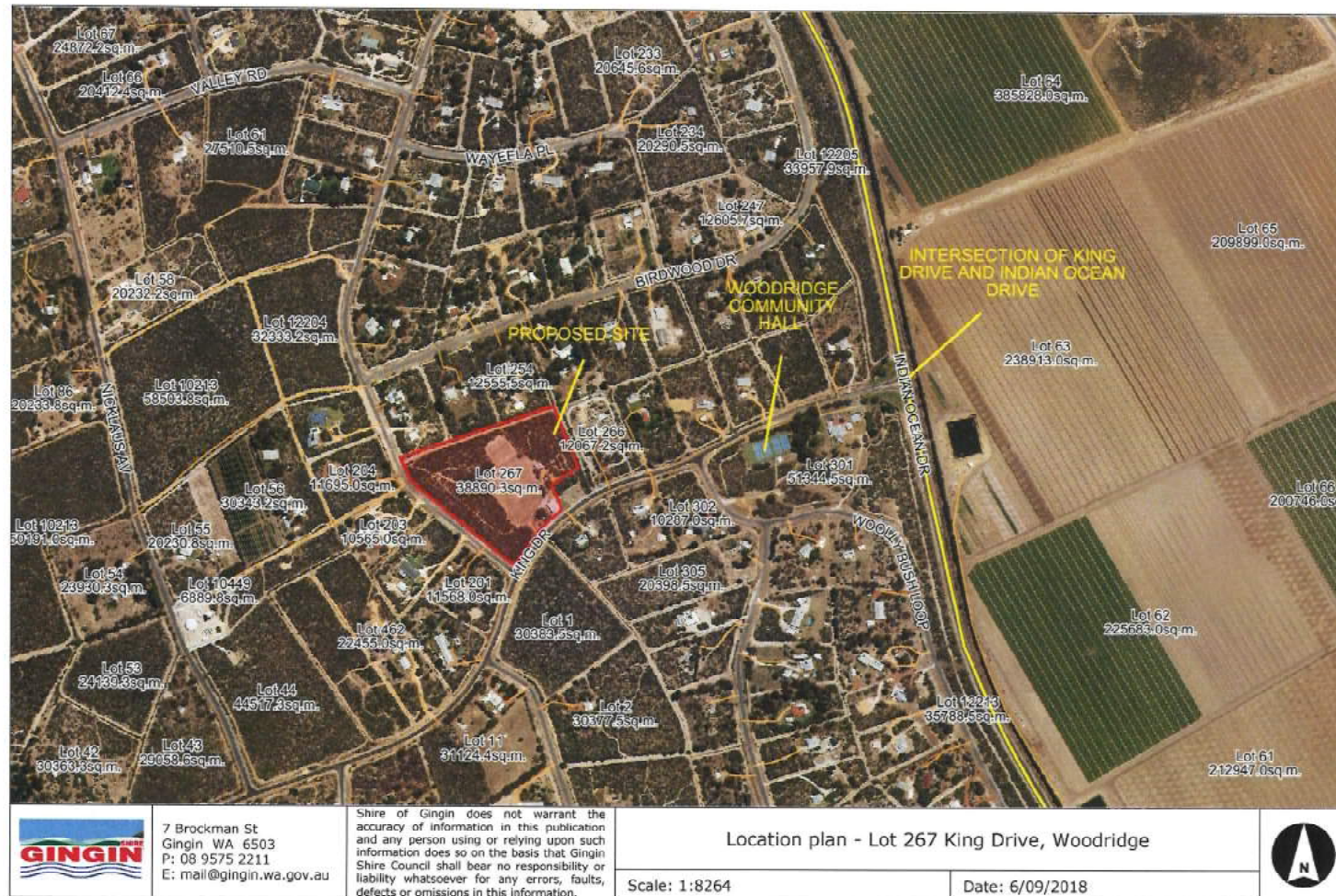
- Note 5:** The required crossover is subject to the approval of the Shire of Gingin. A Vehicle Crossover Application is required to be submitted and approved prior to the commencement of the crossover installation.
- Note 6:** The applicant/landowner is advised to refer to the requirements of the *Health (Treatment of Sewerage and Disposal of Effluent and Liquid Waste) Regulations 1974*.
- 2. Grant Development Approval to install a pylon sign (Use Not Listed) on Lot 267 (60) King Drive, Woodridge subject to the following conditions and advice notes:**
- a.** The land use and development shall be undertaken in accordance with the approved plans and specifications unless otherwise conditioned by this Approval;
 - b.** The pylon sign shall be set back at least two metres from the property boundary and shall not interfere with vehicle sightlines to the satisfaction of the Shire of Gingin; and
 - c.** The approved signage shall not contain any flashing, moving or pulsating lighting nor contain lighting that is distracting to road users.

Advice Notes

- Note 1:** If you are aggrieved with the conditions of this approval you have the right to request 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:** The applicant is advised that, should contravention of conditions related to this approval occur, then this approval may be revoked.

CARRIED UNANIMOUSLY

APPENDIX 1





Pylon

In situations where on-building branding / signage opportunities are limited, other architectural elements can be introduced, such as pylon signs.

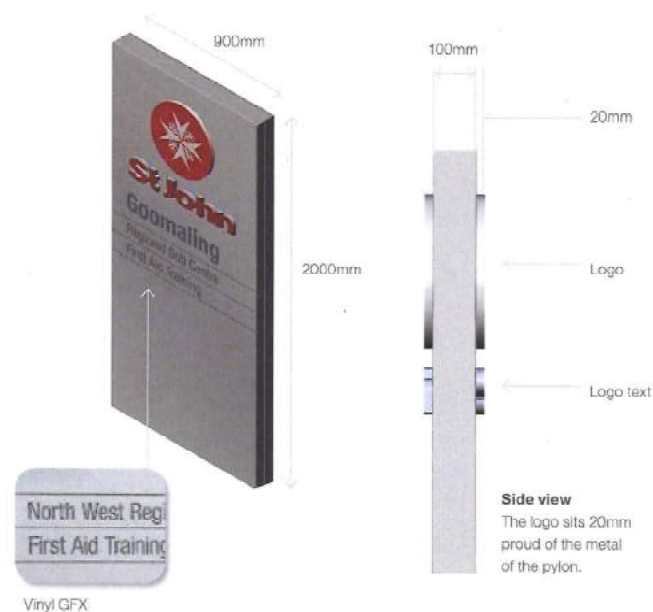
Pylon signs help to create a prominent "branding space" in more visible locations which can help lead customers to buildings / entrances which might otherwise be less visible and harder to find.

There are two standard size options for the pylon. Specific sizes can be produced based on council approval.

- ▶ Small - 2000 x 900mm
- ▶ Large - 3000 x 1000mm

Material

- ▶ Folded Metallic Silver ACM wrapped around frame
- ▶ Logo 20mm Acrylic painted red
- ▶ Text vinyl applied to face



Illuminated crest (optional)
20mm push through Opal Acrylic, painted red and internally illuminated.



Pylon at night (front view)

In the dark the crest of the logo would illuminate. Electrics running through the frame and out through the leg at ground level.



11.4. OPERATIONS**11.4.1 RESTRICTED ACCESS VEHICLE APPLICATION (NETWORK 5) ON MOGUMBER ROAD WEST (FROM BRAND HIGHWAY), MINDARRA FOR TOSCANA (WA) PTY LTD**

Location:	Mogumber Road West, Mindarra
Applicant:	Toscana (WA) Pty Ltd
File:	RDS/10
Reporting Officer:	Allister Butcher – Executive Manager Operations
Report Date:	16 April 2019
Refer:	2 October 2018 Item 11.4.1
Appendices:	1. Location Plan

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider an application from Toscana (WA) Pty Ltd regarding the use of Restricted Access Vehicles (RAV) - Network 5 on Mogumber Road West, Mindarra within the Shire of Gingin.

BACKGROUND

The Shire is in receipt of a new application received on 27 March 2019 for Toscana (WA) Pty Ltd seeking approval to access Mogumber Road West for the 2019/20 financial year.

On 2 October 2018, Council approved an application from Toscana (WA) Pty Ltd for use of Mogumber Road West. Council was of the view that, given that the proposed route was not a “through route”, approval of the application would not result in an undue increase in traffic on Mogumber Road West and could be managed through the letter of approval process.

The vehicles that are the subject of the application will be combinations less than or equal to 36.5m in length, as follows:

- A prime mover and semi-trailer towing a dog trailer (with a combined mass not exceeding 84 tonnes and a height not exceeding 4.6 metres);
- A prime mover towing a b-double configuration and converter dolly (with a combined mass not exceeding 67.5 tonnes plus the weight of the dolly and a height not exceeding 4.6 metres);
- A prime mover and semi-trailer towing a dog trailer and converter dolly (with a combined mass not exceeding 84 tonnes and a height not exceeding 4.6 metres); and
- A prime mover with a b-triple (2 b-double trailers and dog trailer) combination (with a combined mass not exceeding 84 tonnes and a height not exceeding 4.6 metres).

The final combination above (b-triple) is the combination that will be predominately used by the applicant.

Currently the Shire of Gingin has RAV approvals on Mogumber Road West for Network 4 unconditional only.

Council's Policy 7.6 Road Transport Heavy Vehicle Combinations, specifically part (d), relates to the approval of pocket road trains (Restricted Access Vehicles Network 3 and 4 vehicles) and states:

(d) Pocket Road Trains

Where Pocket road train configurations are utilised on an infrequent basis to deliver to or collect from bona fide primary producers within the Shire of Gingin, the Chief Executive Officer can provide approval or otherwise upon receipt of a formal application for same.

Section 7.6a (i) states the following:

These combinations can be used on all local roads to deliver to and collect from bona fide primary producers within the Shire of Gingin.

It is a requirement of RAV operators that, first and foremost, approval must be gained from the local government before applying to Main Roads WA Heavy Vehicle Operations (HVO) for a permit if the road/s are not already on the approved RAV Network lists and are without conditions.

Due to these current restrictions all RAV applications outside these areas and over these RAV Network types must be presented to Council for consideration. As this application is to use RAV Network 5 combinations, Mogumber Road West will need to be considered by Council for approval prior to Main Roads WA Heavy Vehicle Services (HVS) undertaking an assessment of the roads in question.

The only road currently approved for RAV Network 5 combinations in the Shire is Wannamal Road West (from Brand Highway to Westpork Piggery) with conditions as follows:

- A current written approval from the Local Government, permitting use of the road, must be carried and produced on demand; and
- A speed restriction of 60km/h.

A location plan is attached as **Appendix 1**.

COMMENT

Mogumber Road West is currently a sealed road at the following standards:

- Shire of Gingin's length of road is 24.95km long;
- 7.4m wide sealed surface in very good condition;
- Last reseal in 1998 (sealed surface 19 years old);

- Pavement width (shoulder to shoulder) between 12m from Brand Highway for 530m and the remaining length (24.42km) at 10m;
- Road was upgraded to its current standard (sealed to 7.4m wide) in 1998 (pavement is 19 years old; technically, remaining useful life of 21 years); and
- The pavement is predominately in good condition with some minor pavement failures approximately 900m east of Brand Highway.

The current traffic volume on Mogumber Road West (58 day count between February 2016 and April 2016) is 193 vehicles per day (of which 112 (58%) were specifically pocket road trains; RAV Network 3 and 4).

As advised with respect to the previous application, in the event that Council resolves to approve this RAV application for Network 5 then other RAV operators will have the right to also apply for Network 5 combinations on this roads. All RAV Network 5 applications would be subject to final HVS approval before use.

Administration supports approval in this instance subject to the following conditions:

1. No operation during school bus hours. Operators must contact the relevant schools directly for school bus timetables.
2. This Authority will expire on 30 June 2020 and is subject to review at that date.
3. Current written approval from the Shire of Gingin permitting the use of the road must be carried and produced on demand.
4. Not to be used as a through route. For local delivery and pick up only. Driver must carry documentation as proof of a local delivery/pickup.
5. Permit holders must maintain a close liaison with the Shire of Gingin, specifically in relation to prevailing weather conditions and adverse road conditions which may occur. If operators fail to comply and damage a road, the Shire will seek restitution to repair the road.
6. All approvals will be suspended where the road surface has deteriorated and where the Executive Manager Operations has determined either that the surface is unsafe for heavy haulage or any form of transport, or that continuing use will cause a safety risk and/or significant damage. Main Roads WA is to administer a Council request of this nature and issue Suspension Notices to permit holders.
7. Any permit holder who fails to comply with these conditions may have their permit withdrawn. Such withdrawal will affect all Local Government Authority permits and no reinstatement will be contemplated unless the complaining Local Government Authority is satisfied that the permit holder will adhere to the conditions.

It should also be noted that the Shire only issues RAV permits for a period of 12 months (1 July to 30 June annually). Should Council deem it appropriate to approve the RAV application with a review at 30 June 2020, then the Shire could apply to HVS to revoke the RAV Network 5 approval prior to the review date in the event that Officers determine prior to 30 June 2020 that there are safety concerns or too much damage is occurring to the Shire's infrastructure.

STATUTORY ENVIRONMENT

Nil

POLICY IMPLICATIONS

Policy 7.6 - Road Transport Heavy Vehicle Combinations

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2015-2025

Focus Area	<i>Built Environment</i>
Objective	<i>3 To effectively manage growth and provide for community</i>
Outcome	<i>3.1 Meet transport infrastructure and service needs</i>
Strategy	<i>3.1.1 Effective integrated transport planning and implementation in partnership with State and Federal Government Agencies</i>
Focus Area	<i>Local Business</i>
Objective	<i>4. To facilitate local business growth</i>
Outcome	<i>Nil</i>
Strategy	<i>Nil</i>

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Johnson **SECONDED:** Councillor Rule

That Council:

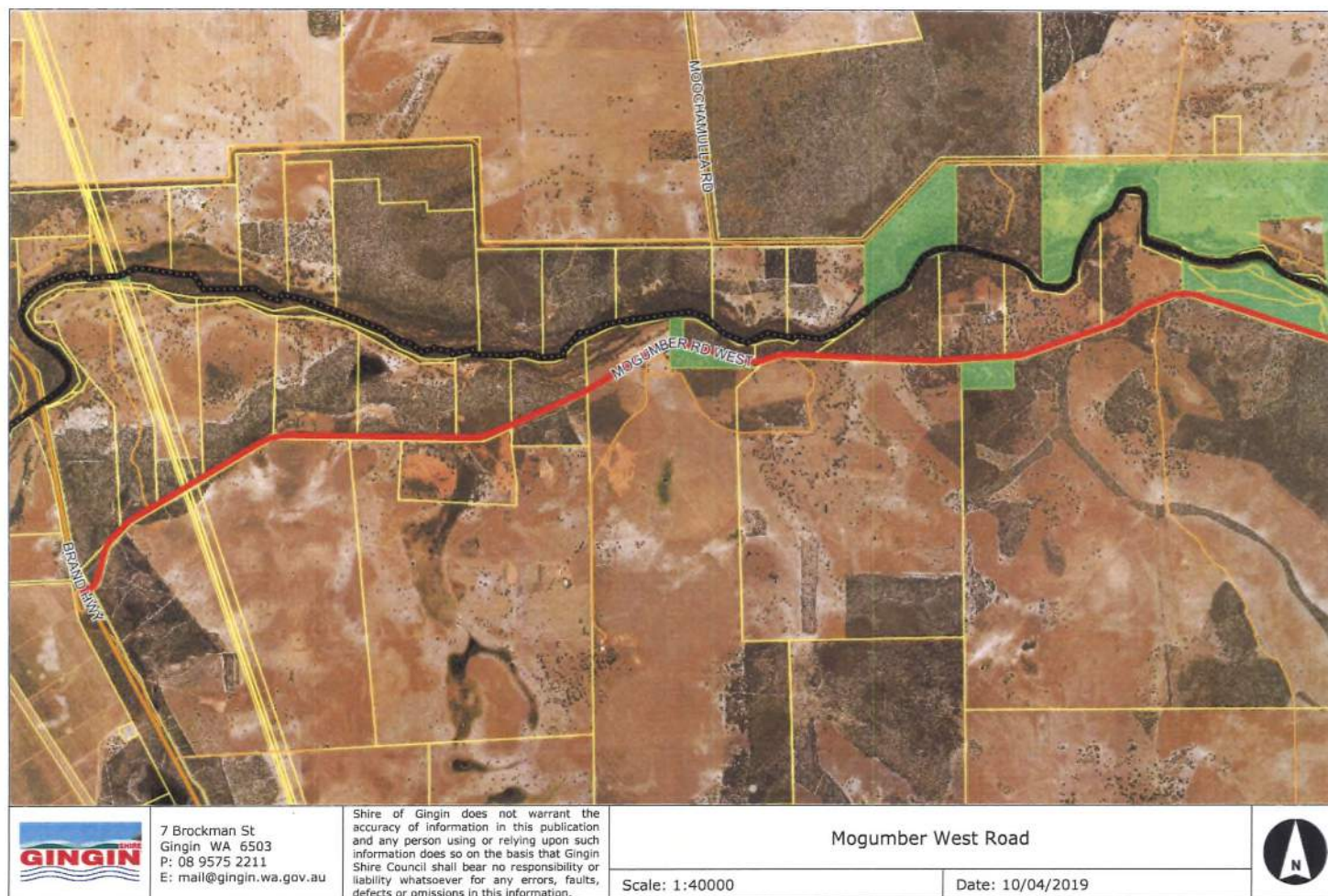
1. **Approve the Restricted Access Vehicles (network 5) application from Toscana (WA) Pty Ltd for the use of Mogumber Road West, Mindarra subject to the following conditions:**
 - a. **No operation during school bus hours. Operators must contact the relevant schools directly for school bus timetables;**
 - b. **This Authority will expire on 30 June 2020 and is subject to review at that date;**

- c. Current written approval from the Shire of Gingin, permitting the use of the road must be carried and produced on demand;**
- d. Not to be used as a through route. For local delivery and pick up only. Driver must carry documentation as proof of a local delivery/pickup;**
- e. Permit holders must maintain a close liaison with the Shire of Gingin, specifically in relation to prevailing weather conditions and adverse road conditions which may occur. If operators fail to comply and damage a road, the Shire will seek restitution to repair the road;**
- f. All approvals will be suspended where the road surface has deteriorated and where the Executive Manager Operations has determined either that the surface is unsafe for heavy haulage or any form of transport, or that continuing use will cause a safety risk and/or significant damage. Main Roads WA is to administer a Council request of this nature and issue Suspension Notices to permit holders;**
- g. Any permit holder who fails to comply with these conditions may have their permit withdrawn. Such withdrawal will affect all Local Government Authority permits and no reinstatement will be contemplated unless the complaining Local Government Authority is satisfied that the permit holder will adhere to the conditions; and**

- 2. Advise the proponent accordingly.**

CARRIED UNANIMOUSLY

APPENDIX 1



11.4.2 REQUEST FOR A LOCKED GATE ACROSS A PORTION OF BOOBABBIE ROAD

Location:	RDS/51
Applicant:	G Murray, S Clifton and M Zarb
Reporting Officer:	Allister Butcher - Executive Manager Operations
Report Date:	16 April 2019
Refer:	17 June 2014 Item 11.4.1
Appendices:	1. Letter from Applicants 2. Location plans

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider a request for approval for a locked gate across a portion of Boobabbie Road.

BACKGROUND

Council at its meeting on 4 February 2003 approved an Extractive Industry Licence on Boobabbie Road for Mr Greg Murray.

This same application to gate Boobabbie Road was taken to Council at its Meeting of 17 June 2014 and it was decided then by Council to not approve the request.

Ratepayers that access this road have again voiced their views on having a lockable gate at the entrance. The reasons behind the applicant's submission are as follows:

1. *Avoiding motorists inadvertently or accidentally using this section of road in an effort to get to their destination;*
2. *Drivers speeding and/or acting in other dangerous ways, while using this section of road, risking damage and injury to themselves, others and surrounding property;*
3. *The potential for fires, lit by road users who have no good reason for using the road, getting out of control and threatening lives and property in the area;*
4. *Unnecessary wear and tear to the roadway and surrounds, requiring increased repairs and maintenance;*
5. *A lessening of the risks that Council and the community face in relation to injury and /or damage that might arise from inappropriate use of the road in the manner that has been observed over recent years.*

Regulation 9 of the *Local Government (Uniform Local Provisions) Regulations 1996* deals with "permission to have gate across public thoroughfare". Specifically this Regulation prescribes as follows:

- (1) *A person may apply to the local government for permission to have across a public thoroughfare under the control or management of the local government a gate or other device that enables motor traffic to pass across the public thoroughfare and prevents livestock from straying.*

- (2) *The local government may, before dealing with the application, require the applicant to publish notice of the application in such manner as the local government thinks fit.*
- (3) *Permission granted by the local government under this regulation is required to specify the period for which it is granted and may be renewed from time to time.*
- (4) *The local government may impose such conditions as it thinks fit on the construction, placement and maintenance of the gate or other device across the public thoroughfare and may when renewing the permission or at any other time, vary any condition.*
- (5) *The local government may at any time withdraw permission granted under this regulation and request the person responsible for the gate or other device to remove it within a time specified in the request.*
- (6) *A person to whom a request is made under subregulation (5) commits an offence if the person fails to comply with the request.*
- (7) *The penalty for an offence under subregulation (6) is \$1 000.*
- (8) *A local government is required to keep a register of gates and other devices constructed under this regulation.*

It is pertinent to note that the Applicant does not seek the closure of Boobabbie Road, just the erection of a locked gate across the thoroughfare.

The proposed application for gating Boobabbie Road affects lots 20, 1001 and 1002 and residences. These residents are in favour of gating the road.

Boobabbie Road is currently a formed road ranging in width from 4 to 6m and is winding in nature. The Shire does not have a traffic count for this road but it is estimated that the average traffic volume would not exceed 20 vehicles per day. The extractive industry located on Lot 1001 Guilderton Road utilises access from Indian Ocean Drive on private property and does not use Boobabbie Road for the extractive industry operation. The only extractive industry related access on Boobabbie Road is transporting machinery from the pit (north side of the road) to the workshop (and residence) located still on Lot 1001 but on the south side of Boobabbie Road.

Three letters have been received from the landowners of Boobabbie Road, all three letters stating the same information for Council's consideration. One of these letters is attached as **Appendix 1**.

A location plan of the proposed locked gate is attached as **Appendix 2**.

COMMENT

Over the past three years verbal complaints have been received with regards to illegal camping and access in this area. However, nothing in writing has been submitted regarding these complaints.

Staff have received numerous enquiries relating to this road and gaining access to the rivers from locals and tourists visiting the area. One of the access points raised was that of a pedestrian access which was discussed by Council over 20 years ago however nothing eventuated due to budget. To facilitate a pedestrian access to Moore River from Boobabbie Road, the Shire would require an allocation for survey works, fencing and pathway construction works. It would be beneficial to staff and time spent on these queries to have advice from Council moving forward in regards to access on Boobabbie Road for pedestrians and motorists.

The following options are presented for Council's consideration:

OPTION ONE

Approve the gate on Boobabbie Road, Caraban, subject to the following conditions:

1. Whilst this approval permits a locked gate, public access must be granted if required;
2. The Applicants shall ensure that the gate is locked with a Shire bush fire lock (supplied by the Shire);
3. This approval is valid for a period of five years, at which time the subject gate must be removed should a further approval not be granted; and
4. The locked gate is to be located and to a standard approved by the Shire.

OPTION TWO

Defer the item for 12 months and within this time frame record any complaints in regards to unlawful camping, spread of weeds, hoon behaviour and litter.

The option preferred by Officers is Option Two, given that records to date do not provide any evidence of significant issues with unauthorised camping or access in this area. A 12 month review would provide the opportunity to gather evidence of any substantiated problem, which could then be presented to Council to assist in the decision making process.

STATUTORY ENVIRONMENT

Local Government (Uniform Local Provisions) Regulations 1996
Regulation 9

BUDGET IMPLICATIONS

Any costs associated with the provision and maintenance of the gate will be the responsibility of the Applicant. There are no foreseeable budget implications for Council as a consequence of this request.

VOTING REQUIREMENTS – SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Peczka SECONDED: Councillor Fewster

That Council:

- 1. Approve the locked gate across a portion of Boobabbie Road with the following conditions:**
 - a. Maintenance to the gate is the responsibility of the affected landowner/s;**
 - b. The gate must have a Shire Bush Fire Lock installed;**
 - c. Council reserves the right to reassess this application in the future; and**
- 2. Advise the Applicants accordingly.**

CARRIED UNANIMOUSLY

APPENDIX 1

Lot 22 Caraban Rd
Caraban WA 6041

10/3/19

Chief Executive Officer
Shire of Gingin
7 Brockman Street
Gingin WA 6503

Attention: Allister Butcher

Re: Traffic control Boobabbie Rd

Dear Sir,

We are writing to you, following discussions with our neighbours in relation to Boobabbie Road which services two lots of land that are owned by ourselves as well as servicing access to other land holders adjacent to our farming property.

The section of road that we are referring is Boobabbie Rd, which runs East West direction from Guilderton/ Diamond Island Rd.

We have been approached by the adjoining landowner in relation to replacing a lockable gate on Boobabbie Rd thus preventing unnecessary traffic and unsocial activities occurring in this unpoliced area.

We would like to voice our support for the installation of a lockable gate and associated fencing the restricting access to Boobabbie Road.

As one of the group of farmers and landowners whose properties border this section of road and who are affected by the use of the road, we would like to see this change approved for implementation as soon as is practicable.

In the event that Council support this proposal, we support the initiative and commitment undertaken by Mr Zarb to contribute to the capital cost of installing the gate and associated fence, as well as for the ongoing maintenance and repair of the gate and fence over time.

As Council may well be aware, the section of Boobabbie Road, that we are referring to serves the purpose of providing access to a small number of farmers and landowners whose properties border this section of road. Otherwise, the road does not provide access through to other parts of the road network or recreation locations, given that it terminates at a dead end, adjacent to land used for farming.

There are a range of reasons that we believe would justify the type of traffic controls that we are suggesting and these include the following:

- Avoiding motorists inadvertently or accidentally using this section of road in an effort to get to their destination; it would seem to be evident that the satellite navigators are directing people who are trying to find their way to Guilderton, Moore River down Boobabbie Rd, this is adding to the confusion. Drivers speeding &/or acting in other dangerous ways, while using this section of road, risking damage and injury to themselves, others and surrounding property;
- The potential for fires, lit by road users who have no good reason for using the road, getting out of control and threatening lives and property in the area;
- Unnecessary wear and tear to the roadway and surrounds, requiring increased repairs and maintenance; and
- A lessening of the risks that Council and the community face in relation to injury &/or damage that might arise from inappropriate use of the road in the manner that has been observed over recent years.

Should Council support this proposal, all farmers and landowners directly affected by the change will be issued with keys to the lockable gate system, enabling free and ready access to this section of road for legitimate purpose.

Should Council however reject the proposal and given the fact that satellite navigators are directing people who are trying to find their way to Guilderton, Moore River down Boobabbie Rd adding increased traffic, might we suggest that Boobabbie Road be made safe?

Boobabbie Road has overhanging vegetation, no traffic control/ terrain signs, has many pot/ bog holes and a poorly maintained road surfaces. The Shire if access is left open may be found neglecting its "Duty of care" given the excessive traffic that is inadvertently being directed down this road.

In addition should this proposal be rejected could we request that that street signs indicating the Diamond Island Road Guilderton Rd and Boobabbie Rd intersection be reinstalled on the one individual street post clearly defining that they are indeed three different roads, perhaps with an additional sign indicating the direction to Guilderton.

We understand, from the discussions with your office, that this issue might be resolved through one of a number of Council processes, such as the use of delegated authority, following the tabling of letters from local farmers; briefings at Concept Forums; &/or the matter being reported to a regular Ordinary Council Meeting, for ratification.

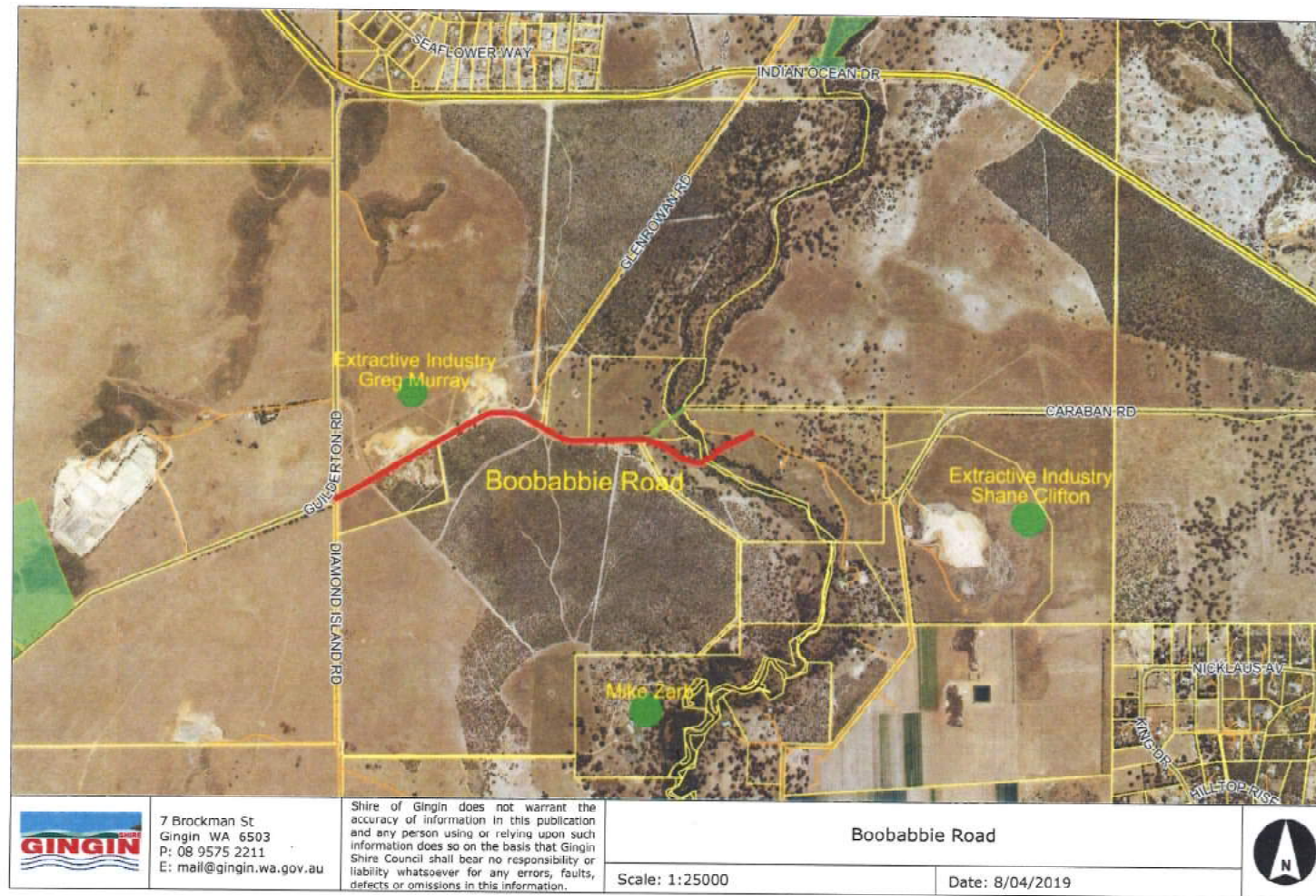
Please contact Shane Clifton on 0417933538 if you would like further information &/or clarification in relation to this issue.

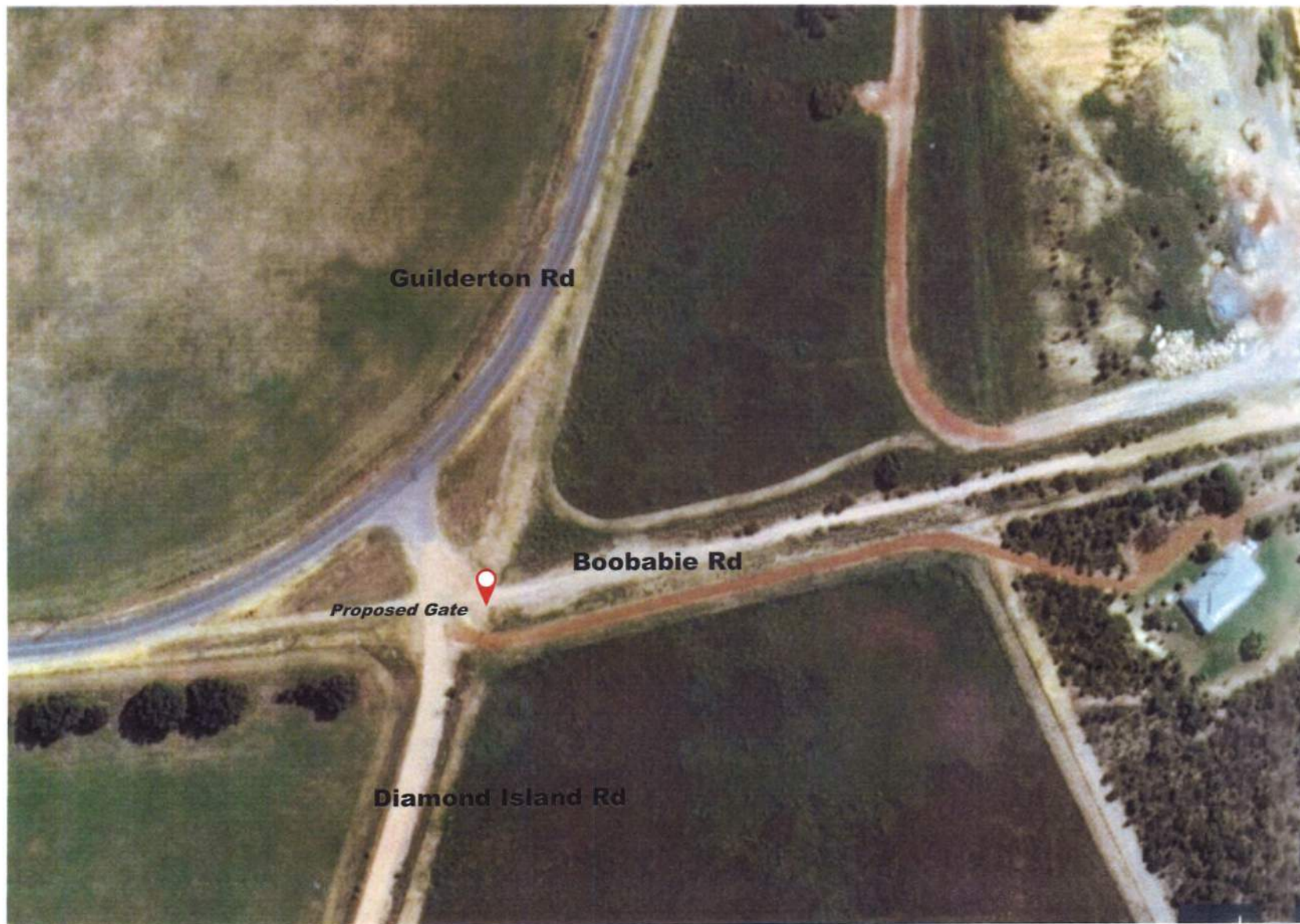
Kind Regards,



Shane & Angela Clifton

APPENDIX 2







11.4.3 RETROSPECTIVE APPLICATION FOR A LOCKED GATE ACROSS A PORTION OF BEATTIE ROAD, BEERMULLAH

Location:	Beattie Road
Applicant:	A & R Henwood
File:	RDS/51
Reporting Officer:	Allister Butcher - Executive Manager Operations
Report Date:	16 April 2019
Refer:	Nil
Appendices:	1. Location Plan

OFFICER INTEREST DECLARATION

Nil

PURPOSE

To consider a request for retrospective approval for a pre-existing locked gate across a portion of Beattie Road.

BACKGROUND

A letter has been received from the owners of Lot 489 Beattie Road, Beermullah with regards to a pre-existing locked gate across Beattie Road which provides access to their farm.

Regulation 9 of the *Local Government (Uniform Local Provisions) Regulations 1996*, deals with “permission to have gate across public thoroughfare”. Specifically this Regulation prescribes as follows:

- (1) *A person may apply to the local government for permission to have across a public thoroughfare under the control or management of the local government a gate or other device that enables motor traffic to pass across the public thoroughfare and prevents livestock from straying.*
- (2) *The local government may, before dealing with the application, require the applicant to publish notice of the application in such manner as the local government thinks fit.*
- (3) *Permission granted by the local government under this regulation is required to specify the period for which it is granted and may be renewed from time to time.*
- (4) *The local government may impose such conditions as it thinks fit on the construction, placement and maintenance of the gate or other device across the public thoroughfare and may when renewing the permission or at any other time, vary any condition.*
- (5) *The local government may at any time withdraw permission granted under this regulation and request the person responsible for the gate or other device to remove it within a time specified in the request.*

- (6) *A person to whom a request is made under subregulation (5) commits an offence if the person fails to comply with the request.*
- (7) *The penalty for an offence under subregulation (6) is \$1 000.*
- (8) *A local government is required to keep a register of gates and other devices constructed under this regulation.*

It is pertinent to note that the Applicant does not seek the closure of Beattie Road, just approval for the erection of a locked gate across the thoroughfare.

The proposed application for gating Beattie Road only affects lots that are all owned by the applicant.

Beattie Road from Gingin Brook Road to the existing gate is currently a paved (gravel) road at a width of 6m. The Shire does not have a traffic count for this road but it is estimated that the average traffic volume would not exceed 20 vehicles per day. The Beattie Road reserve extends past the gate in a northerly direction, across the Gingin Brook and intersects with the unmade section of the Ferguson Road reserve. The Beattie Road reserve north of the existing gate is a formed road predominantly made from existing materials suitable for a driveway and is unfenced and does not extend further than the house and outbuildings.

The applicants have raised concerns with regards to unauthorised access to their house and outbuildings, given that the house and outbuildings are located adjacent to the essentially unmade road reserve. The applicant has advised that some members of the public have looked to access Gingin Brook in this area (and areas further north) when using satellite navigation equipment.

A location plan of the proposed locked gate is attached as **Appendix 1**.

COMMENT

The pre-existing gate has been in place for an unknown amount of time. The previous owners of Lot 489 Beattie Road paid a gate fee to Council which was approximately \$20 a year. Council no longer levies fees for gates across public thoroughfares, but the legislative requirement remains for a register of such gates to be maintained.

Taking into consideration that the section of Beattie Road reserve north of the existing gate only extends to the house and outbuildings, Officers are of the view that gating this section of Beattie Road would not pose any serious access concerns.

STATUTORY ENVIRONMENT

Local Government (Uniform Local Provisions) Regulations 1996
Regulation 9

BUDGET IMPLICATIONS

Any costs associated with the provision and maintenance of the gate will be the responsibility of the Applicant. There are no foreseeable budget implications for Council as a consequence of this request.

VOTING REQUIREMENTS – SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

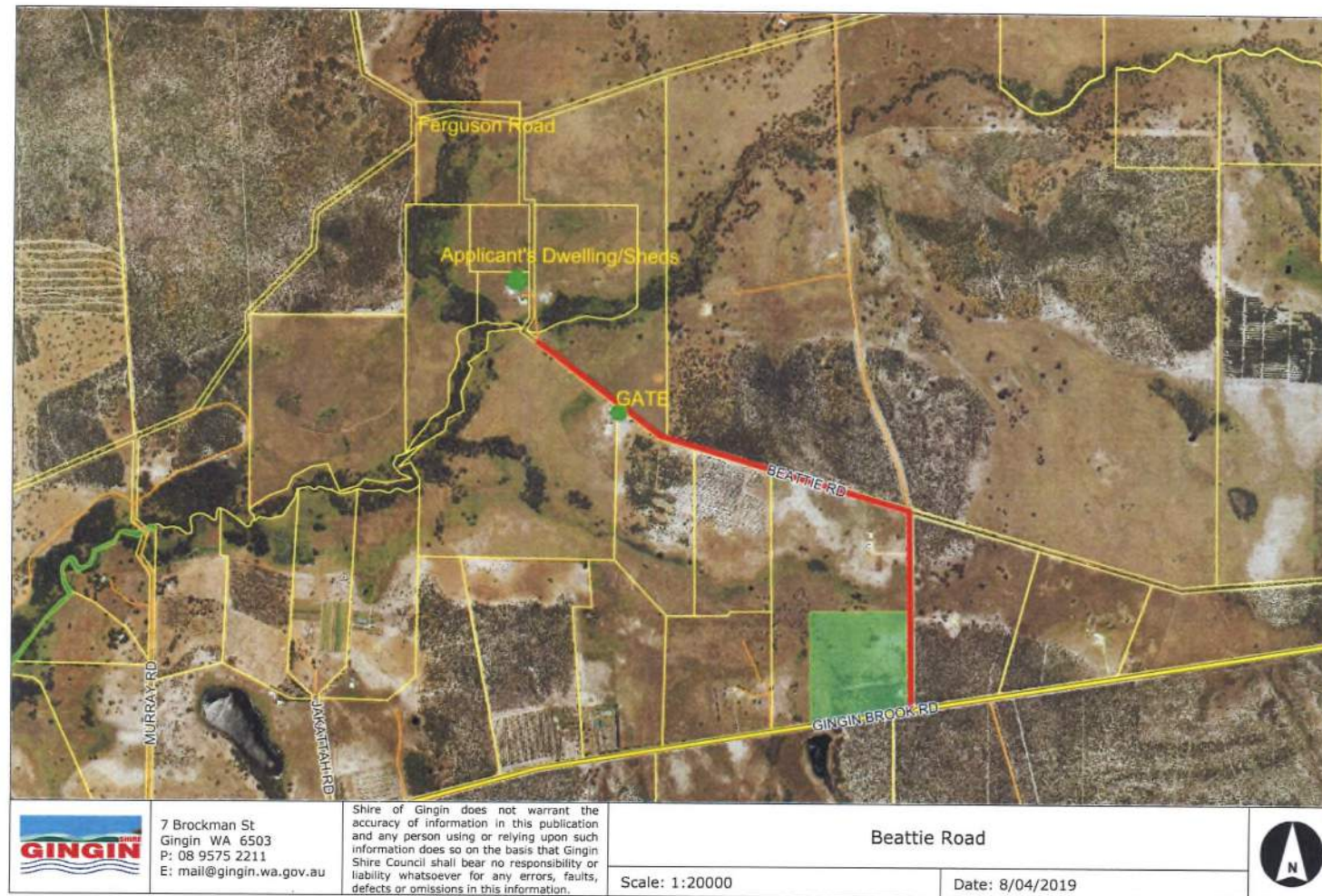
MOVED: Councillor Peczka SECONDED: Councillor Elgin

That Council:

- 1. Approve the retrospective application for a locked gate on Beattie Road reserve at Lot 489 Beattie Road, Beermullah as per Appendix 1 with the following conditions:**
 - a. Maintenance to the gate is the responsibility of the affected landowner/s;**
 - b. The gate must have a Shire Bush Fire Lock installed;**
 - c. Council reserves the right to reassess this application in the future; and**
- 2. Advise the Applicant accordingly.**

CARRIED UNANIMOUSLY

APPENDIX 1



12. MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil

13. COUNCILLORS' OFFICIAL REPORTS**13.1 FORESHORE REDEVELOPMENT - LANCELIN**

Location:	Lancelin
File:	GOV/20-1
Councillor:	Jan Court
Report Date:	16 April 2019

Councillor Court advised that she attended the funding announcement by Christian Porter MP for the Cunliffe Street foreshore redevelopment on 11 April 2019. This was also attended by Councillors Johnson and Lobb.

13.2 WOODRDIGE COMMUNITY ASSOCIATION MEETING – 10 APRIL 2019

Location:	Lancelin
File:	GOV/20-1
Councillor:	Frank Johnson
Report Date:	16 April 2019

Councillor Johnson advised that he attended the Woodridge Community Association meeting on 10 April 2019. He had submitted a list of queries made by the Association to the Chief Executive Officer.

13.3 FORESHORE REDEVELOPMENT – LANCELIN

Location:	Lancelin
File:	GOV/20-1
Councillor:	Frank Peczka
Report Date:	16 April 2019

Councillor Peczka advised that, due to a previous commitment, he was unable to attend the Cunliffe Street foreshore redevelopment funding announcement on 11 April 2019. He queried whether lobbying should be undertaken for funding to protect Grace Darling Park as well.

14. NEW BUSINESS OF AN URGENT NATURE

Nil

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

COUNCIL RESOLUTION

MOVED: Councillor Johnson SECONDED: Councillor Peczka

That Council move into a confidential session to discuss Item 15.1.

CARRIED UNANIMOUSLY

The meeting was closed to the public and all members of the public present in the Gallery left Council Chambers at 5.03pm.

15.1 PROPOSED EXTENSION OF TURF MAINTENANCE CONTRACT – GRO-TURF PTY LTD

File:	COR/40	
Location:	Shire of Gingin	
Reporting Officer:	Allister Butcher – Executive Manager Operations	
Report Date:	16 April 2019	
Refer:	16 February 2016	Item 11.4.1
Appendices	1. Variation proposal	

Reason for Confidentiality

This Report is **CONFIDENTIAL** in accordance with Section 5.23(2) of the *Local Government Act 1995* which permits the meeting to be closed to the public for business relating to the following:

- (c) *a contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting;*

MOTION/OFFICER RECOMMENDATION

Moved Councillor Court Seconded Councillor Lobb

That Council:

1. Agree to extend the existing Turf Maintenance Contract 2016-2019 for a further period of two years expiring on 31 March 2021 in accordance with the Further Term provisions contained within Schedule 1 of the contract; and
2. Adopt Proposed Variation 4 as submitted by Gro-Turf, to apply for the extended period referenced in 1 above.

AMENDMENT

Moved: Councillor Peczka

Seconded: Councillor Collard

Amend Part 2 by replacing 'Variation 4' with 'Variation 1'.

LOST
3-5

For: Councillors Lobb, Peczka, Collard

Against: Councillors Johnson, Court, Elgin, Rule, Fewster

COUNCIL RESOLUTION

Moved: Councillor Court

Seconded: Councillor Lobb

That Council:

1. **Agree to extend the existing Turf Maintenance Contract 2016-2019 for a further period of two years expiring on 31 March 2021 in accordance with the Further Term provisions contained within Schedule 1 of the contract; and**
2. **Adopt Proposed Variation 4 as submitted by Gro-Turf, to apply for the extended period referenced in 1 above.**

CARRIED
5-3

For: Councillors Fewster, Rule, Elgin, Johnson, Court

Against: Councillors Lobb, Peczka, Collard

COUNCIL RESOLUTION

MOVED: Councillor Elgin

SECONDED: Councillor Johnson

That the meeting be re-opened to the public.

CARRIED UNANIMOUSLY

The meeting was re-opened to the public at 5.21pm. No members of the public returned to the Gallery.

16. CLOSURE

There being no further business, the Shire President declared the meeting closed at 5.21pm.

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 May 2019 commencing at 3.00 pm.

Councillor I B Collard
Shire President
21 May 2019