



Expression of Interest

Site 7, Locke Estate, 194 Caves Road, Siesta Park

Submission Deadline: 4pm (AWST) 30 March 2022



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DEFINITIONS

In this Expression of Interest (EOI), unless otherwise required by the context or subject matter:

City	means the City of Busselton.
Lease	means the draft lease attached as Appendix 4 to this EOI
Premises	means site 7 Locke Estate, located at 194 Caves Road Siesta Park as indicated in Appendix 2
Proponent	means the party who is making application to this EOI
Submission	means the document attached as Appendix 5 to this EOI.

INTRODUCTION

The City are seeking submissions from 'Not for Profit' Incorporated organisations interested in leasing site 7 Locke Estate, Caves Road, Siesta Park(Premises).

Proposals are sought for the development and operation of the site in accordance with the approved uses as set out in this request for Expressions of Interest. Proposals must not include caravanning as it is not permitted on this site.

Proponents are not required to have funding committed for the development at the time of their Submission. However Proponents must be able to identify funding sources and demonstrate that they have a plan for obtaining the funding to allow the development of the site to be completed within 3 years of the commencement date of the Lease.

ABOUT LOCKE ESTATE

Locke Estate is a 37.5ha parcel of Crown Land located on Geographe Bay approximately 10kms west of Busselton. It consists of 16 adjoining sites on one parcel of land [See **Appendix 1**]. The sites are leased to 'not for profit' organisations for group holiday/respite accommodation.

Locke Estate was purchased by the State of Western Australia in 1920 for repatriation purposes. The Reserve comprising Locke Estate is an 'A Class' reserve which fronts directly onto Geographe Bay. Class A reserves are the most protected type of Crown land in WA and include areas such as nature reserves, conservation parks and national parks. The reserve forever remains dedicated to the purpose declared, until amended by an Act of Parliament.

The State of WA issued the City with a Management Order over the Reserve for the purpose of "Recreational Campsites and Group Holiday Accommodation". The Management Order also provides the City with 'power to lease' for terms not exceeding 21 years, subject to the consent of the Minister for Lands.

LOCKE ESTATE LESSEES

The sites are currently leased to the following associations:

Site 1: Scout Association of Australia – Western Australian Branch Inc.
 Site 2: Australasian Conference Association Ltd, also known as Seventh Day Adventist
 Site 3: Apostolic Church Australia Limited
 Site 4: The Bunbury Diocesan Trustees
 Site 5: The Baptist Union of Western Australia Inc.
 Site 6: The Baptist Union of Western Australia Inc.
Site 7: Vacant – subject of this EOI
 Site 8: Bunbury Catholic Diocesan Youth and Recreation Association Inc.
 Site 9: Busselton Gospel Chapel Inc.
 Site 10: Abundant Life Centre Busselton Inc.
 Site 11: Scripture Union Western Australia Ltd.
 Site 12: Regional Kids (Kyle Andrews Foundation Inc) and Workpower Inc.
 Site 13: Uniting Church in Australia Property Trust WA
 Site 14: Australian Medical Procedures Research Foundation Ltd
 Site 15: The Legacy Club of Western Australia Incorporated
 Site 16: Retained for other future community use

THE PREMISES

Site 7 comprises approximately 18,418 m².

The Site is divided into distinct zones; coastal protection at the northern section, a development zone and a conservation zone. [See **Appendix 2**]

Conservation Zone - The area adjacent to Caves Road and delineated on the site map has been identified as containing valuable native vegetation and habitat for the Western Ringtail Possum. The area must be delineated by bollards to restrict vehicle access. No clearing or development can occur here, unless deemed necessary for safety reasons.

Development Zone - This is the only area where development is permitted, subject to meeting all necessary approvals. This area is approximately 5,368 m². Development can include car parking, internal roadways, chalets/ dormitories, recreation facilities, play parks etc.

Coastal Protection Zone - A 50m setback from the vegetation line was imposed on each site in 2010. This area must be delineated by bollards by the lessee. Lessees will not be permitted to construct any permanent infrastructure, drive or park vehicles (other than in an emergency), remove vegetation or establish more than one beach access point within this area. The Coastal Protection Zone is designed to limit infrastructure development to an area where the impact of coastal processes is lessened. This is consistent with the coastal protection strategies currently imposed by the City in other locations.

PROPERTY IDENTIFICATION

The Premises are located on a portion of Lot 5303, Deposited Plan 220583, Volume LR3088, Folio 423, Reserve 22674. This Reserve is under management order to the City.

Relevant Limitations, Interests, Encumbrances and Notifications include:

I497473 Class A Reserve 22674 for purpose of Recreational Camp Sites and Group Holiday

Accommodation registered 29.05.2003.

1497474 Management Order contains conditions to be observed. With the power to lease any term not exceeding 21 years, subject to the consent of the Minister for Lands registered 29.05.2003.

NOT FOR PROFIT ORGANISATIONS

The Proponent is required to be a 'Not for Profit' Incorporated body with either charitable, religious, cultural, recreational, sporting, conservation or other similarly benevolent objectives whose constitution must prohibit members' entitlement to any profit from their operations.

LEASE

A copy of the draft lease is attached as **Appendix 4**. The significant provisions of which are referred to in this EOI.

ANNUAL RENT

Rent will commence at \$2,500.00 per annum plus GST with annual CPI rent increases or 3% rent increases, whichever is the greater.

OUTGOINGS

The Lessee will be responsible for all running costs associated with the site including but not limited to building insurance and public liability insurance. All outgoings in respect of the site will be the responsibility of the Lessee such as local government rates, electricity, water, land tax and any other consumption charges associated with the site. The Council rates applied to this site in 2019/2020, were in the vicinity of \$1,600.00.

TERM OF LEASE

The Lease is offered for a term of approximately eleven (10) years to coincide with the expiry of all other leases in Locke Estate on 30 November 2032.

COASTAL PROTECTION CONTRIBUTION

Coastal erosion in this area has been threatening camp infrastructure and decreasing the beach amenity for some years. Various strategies have been employed to manage the erosion and its effects, including minor sand nourishment, construction of private seawalls and relocation of infrastructure and construction of five low profile groynes.

The foreshore and beach is a valuable recreational asset and the City has been working with the Department of Transport to protect it. The City obtained a Coastal Protection Grant from the

Department of Transport which partially funded the early stages of the works.

Whilst these works should reduce the rate of erosion, more sand nourishment and/or coastal protection works are likely to be required in the future. All Locke Estate lessees are therefore required to contribute \$4,000.00 per annum towards coastal protection.

COMPLIANCE

Subject to the proposed use of the site, prior to operation and at all times during the term, the lessee must ensure that the accommodation, facilities and infrastructure complies at all times with relevant legislation which includes regulations and standards set by relevant legislation.

EXISTING INFRASTRUCTURE

There are no buildings currently located on the Premises. Water is connected, however electricity is not. Prior to making any submission the Proponent should carry out their own enquiries into the requirements for connection. Evidence of compliance enabling use for the approved purposes will be required prior to commencement of operations at the site.

BUSHFIRE MANAGEMENT PLAN

The Locke Estate Bushfire Management Plan (BMP) [see **Appendix 3**] outlines how the collective and individual leaseholders can protect on-site assets and visitors to the site during the summer months when the threat from wildfire is at its peak. The BMP details matters such as the provision of emergency water supply. A summary of the individual site's responsibilities is outlined in Table 6 on page 41 of the BMP.

ENVIRONMENTAL

To ensure environmental values of the Locke Estate are not impacted, a suitable development area has been created on each site. Some areas within these zones have been identified as areas for revegetation which the lessee will be responsible for. The quality of water, dieback protection, restrictions on domestic animals and weed control will need to be monitored/ implemented by the lessee.

USE

The Lease will define the use of the Premises. The primary permitted purpose is for the provision of temporary accommodation for purposes associated with the objectives of the Proponent that meet one or all of the following criteria:

a) groups participating in organised educational, cultural, religious or recreational activities; or

b) financially disadvantaged persons; or

c) individuals or families requiring respite.

With the exception of the provision of temporary accommodation for people involved with or contracted to manage, improve and/or maintain the site, the Proponent will not be permitted to allow short stay holiday accommodation for the general public.

Lessees will be required to periodically provide evidence that the use is consistent with the permitted purpose.

No domestic animals are allowed on the Premises unless the pet (excluding any cats) belongs to a caretaker employed by the Lessee. Dogs must be restricted to the caretakers dwelling or private fenced yard unless leashed. No dogs are permitted on the beach at any time. This does not apply to any assistance dogs used for the assistance of visually impaired persons.

RELEVANT CONDITIONS

The successful Proponent must be in a position to submit a Development Application within twelve (12) months from the commencement date of the Lease and be able to undertake and complete the works specified in the Development Approval within three (3) years of that date.

EXPRESSION OF INTEREST PROCESS

- The EOI will open on **12 January 2022** and close on **30 March 2022**
- Site tour available on request
- The City will undertake an assessment of the Submissions
- A resolution of Council will be sought once the Submissions have been assessed.
- The successful Proponent will be notified by **30 May 2022**

SUBMISSION AND SELECTION PROCESS

The intent of the EOI is to seek proposals from not for profit organisations to develop the Premises that meet the specified selection criteria outlined in the Submission at **Appendix 5**.

Proponents are required to prepare a development concept and plan, which adequately demonstrates the achievement of the objectives of the site. The design concepts and supporting information should be sufficient to enable a panel to assess the proposal.

Proponents must provide credentials demonstrating their capacity to facilitate the design and development of the Premises and demonstrate their ability to operate the same.

Proponents do not have to have funding committed for the development at the time of their Submission. Despite this Proponents must be able to identify funding sources and have a plan for obtaining the funding to allow them to complete the development of the site within 3 years of the

Commencement Date.

The City in its absolute discretion, before, during or after any negotiation with one or more Proponents may decide not to proceed with any of EOI Submissions or Proponents. The selection of the Proponents is final.

FURTHER INFORMATION

A presentation is provided with further information about the Locke Estate and development compliance. Please find attached as **Appendix 6**.

SELECTION CRITERIA

Subject to the essential criteria being met, Submissions will be reviewed by a panel convened by the City and evaluated against the requirements and selection criteria outlined in the Submission.

ENQUIRIES

All enquiries and requests for further information regarding this opportunity are to be addressed to:

Leasing and Property Services Team
City of Busselton
Locked Bag 1
Busselton WA 6280
(08) 9781 0444

Julie Oates (Leasing and Property Officer)
Direct: (08) 9781 0495
Email julie.oates@busselton.wa.gov.au

LODGEMENT OF SUBMISSIONS

Email to city@busselton.wa.gov.au 'EOI Locke Estate Site 7' and/or

Electronic copy on USB (PDF document) sealed in a suitable package, clearly marked 'EOI Locke Estate Site 7'.

Posted to:
Chief Executive Officer
City of Busselton
Locked Bag No 1
BUSSELTON WA 6280

or hand delivered to:
Customer Service
City of Busselton

2 Southern Drive
BUSSELTON WA 6280

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EOI ASSESSMENT METHODOLOGY

Additional information will be accepted but may not be considered in the final selection outcome.

All Proponents will receive a response, advising of the outcome of their EOI Submission.

The City in its absolute discretion, before, during or after any negotiation with one or more Proponents may decide not to proceed with any of the Submissions or Proponents. The selection of the Proponents is final; however the selection of a preferred Proponent does not necessarily indicate the acceptance of all the aspects of the Proponent's Submission.

If at any stage the City believes, in its sole discretion, that an agreement with a preferred Proponent cannot be reached; the City shall have the right to terminate negotiations with the preferred Proponent and to commence negotiations with the Proponent considered to be the next preferred Proponent as determined by the selection panel.

GENERAL CONDITIONS OF EXPRESSION OF INTEREST

By lodging a Submission, the Proponent agrees to be bound by the terms and conditions set out below.

Acceptance and Rejection of EOI

The City may in its sole discretion accept any EOI, either wholly or in part, or decide not to accept any EOI (or part of an EOI) at all.

Following the evaluation of the EOIs the City may, in its sole discretion, before, during or after negotiation with one or more Proponent, choose not to enter into any further negotiation or contract relating to the EOI and/or occupancy agreement.

Disclosure of EOI Evidence

The Proponents acknowledge and accept that the City may be required by law (under the *Freedom of Information Act 1992*, in terms of a court order or otherwise) to disclose documents and/or other information which form part of, or are in relation to, the EOI and/or this EOI process.

The Proponent shall treat the information in this EOI and any/all information provided by the City or its nominated agents, in relation thereto as confidential and communicate it only to the people directly involved in the preparation of its EOI.

Information relating to the examination, clarification, evaluation and comparison of the proposal submitted in response to this EOI is confidential to the City and will not be disclosed to Proponents or any other persons not officially concerned with such process.

EOI Validity period

All EOI's will remain valid and open for acceptance for a minimum period of ninety (90) days from the closing date unless extended on mutual agreement between the City and the Proponent in writing.

No Contract

This EOI may result in further negotiations, but is in itself not an offer open for acceptance by Proponents by submitting an EOI.

Conditions Binding

Submissions will be deemed to have been made on the basis of and to incorporate (and Proponents shall be bound to) all the terms and conditions of this EOI.

Proponents to Inform Themselves

Proponents will be deemed to have:

- examined the EOI and any other information available in writing to Proponents for the purpose of submitting an EOI;
- examined and be aware of all the risks; contingencies, and other circumstances having an effect on their EOI, which is obtainable by the making of reasonable enquires;
- The Proponent is assumed to have made all relevant enquiries to determine the suitability of the Premises for development and to fully understand the risks involved. The Proponent will be responsible for obtaining all relevant approvals;
- acknowledged that the City may enter into negotiations with one or more Proponents and that negotiations are to be carried out in good faith; and
- satisfied themselves they have a full set of the EOI documents and all relevant Appendices

The City has used reasonable efforts in compiling this EOI. It will not be liable to Proponents for any inaccuracy or omission in this EOI or any additional information which may be provided or withheld.

Alterations

The Proponent must not alter or add to the EOI or any part thereof, unless specifically required by this EOI.

Risk Assessment

The Proponent, by submitting an EOI, irrevocably authorises the City to contact and have access to and give consideration to:

- Any referees nominated by the Proponent;
- Any risk assessment undertaken by any credit rating agency; and
- Any information produced by the bank, financial institution or accountant of the Proponent

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

Ownership of Documentation

All documents, materials, articles and information submitted by the Proponent as part of or in support

of an EOI will become, upon submission of the EOI, the absolute property of City and will not be returned to the Proponent provided that the Proponent is entitled to retain any copyright and other intellectual property rights therein, unless otherwise provided by the EOI.

Canvassing of Councillors

If a Proponent, whether personally or by an agent, canvasses any of the City's Councillors with a view to influencing the acceptance of any EOI regardless of such canvassing having any influence on the acceptance of any EOI, the City may at its absolute discretion omit such Proponents EOI from consideration.

Changes To/Withdrawal of EOI

The City reserves the right to:

- notify the Proponents in writing before the closing date of any changes to this EOI which may in the discretion of the City be necessitated by any matter of significance;
- extend the deadline for submissions; or
- cancel, amend, re-issue or withdraw all or part of this EOI and/or process under it at any stage prior to entering into a Contract, without incurring any liability

No Right to Claim

Except as expressly and specifically permitted in this EOI, no Proponent shall have any claim for compensation of any kind whatsoever, as a result of participating in or responding to this EOI and/or participating or not participating in any further negotiations resulting from this EOI. By submitting an EOI, each Proponent shall be deemed to have agreed that it has no right to claims.

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