

Council Agenda

8 May 2019

ALL INFORMATION AVAILABLE IN VARIOUS FORMATS ON REQUEST

city@busselton.wa.gov.au

CITY OF BUSSELTON

MEETING NOTICE AND AGENDA – 8 MAY 2019

TO: THE MAYOR AND COUNCILLORS

NOTICE is given that a meeting of the Council will be held in the the Council Chambers, Administration Building, Southern Drive, Busselton on Wednesday, 8 May 2019, commencing at 5.30pm.

Your attendance is respectfully requested.

DISCLAIMER

Statements or decisions made at Council meetings or briefings should not be relied on (or acted upon) by an applicant or any other person or entity until subsequent written notification has been given by or received from the City of Busselton. Without derogating from the generality of the above, approval of planning applications and building permits and acceptance of tenders and quotations will only become effective once written notice to that effect has been given to relevant parties. The City of Busselton expressly disclaims any liability for any loss arising from any person or body relying on any statement or decision made during a Council meeting or briefing.

TONY NOTTLE

A/ CHIEF EXECUTIVE OFFICER

26 April 2019

CITY OF BUSSELTON

AGENDA FOR THE COUNCIL MEETING TO BE HELD ON 8 MAY 2019

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1. DECLARATION OF OPENING AND ANNOUNCEMENT OF VISITORS

2. <u>ATTENDANCE</u>

Apologies

Approved Leave of Absence

- 3. PRAYER
- 4. <u>APPLICATION FOR LEAVE OF ABSENCE</u>
- 5. <u>DISCLOSURE OF INTERESTS</u>
- 6. ANNOUNCEMENTS WITHOUT DISCUSSION

Announcements by the Presiding Member

7. QUESTION TIME FOR PUBLIC

Response to Previous Questions Taken on Notice

Public Question Time For Public

8. CONFIRMATION AND RECEIPT OF MINUTES

Previous Council Meetings

8.1 Minutes of the Council Meeting held 24 April 2019

RECOMMENDATION

That the Minutes of the Council Meeting held 24 April 2019 be confirmed as a true and correct record.

Committee Meetings

8.2 <u>Minutes of the Finance Committe meeting held on 18 April 2019</u>

RECOMMENDATION

That the Minutes of the Finance Committee meeting held on 18 April 2019 be noted.

9. RECEIVING OF PETITIONS, PRESENTATIONS AND DEPUTATIONS

Petitions

Presentations

Deputations

- 10. QUESTIONS BY MEMBERS OF WHICH DUE NOTICE HAS BEEN GIVEN (WITHOUT DISCUSSION)
- 11. ITEMS BROUGHT FORWARD FOR THE CONVENIENCE OF THOSE IN THE PUBLIC GALLERY

12. REPORTS OF COMMITTEE

12.1 <u>Finance Committee - 18/04/2019 - APPLICATION FOR RATE EXEMPTION - RELATIONSHIPS</u> AUSTRALIA (WA) INC

SUBJECT INDEX: Exemptions and Appeals (Rates)

STRATEGIC OBJECTIVE: Governance systems, process and practices are responsible, ethical

and transparent.

BUSINESS UNIT: Rates
ACTIVITY UNIT: Rates

REPORTING OFFICER: Rates Coordinator - David Nicholson

AUTHORISING OFFICER: Director Finance and Corporate Services - Tony Nottle

VOTING REQUIREMENT: Absolute Majority

ATTACHMENTS: Attachment A Rate Exemption Application - Statutory Declaration &

Covering Letter !!

Attachment B Certificate of Incorporation U

Attachment C Constitution U

Attachment D Financial 2017-2018 Report 🗓 🍱

Attachment E Lease For Unit 3 71 Kent Street Busselton Unit 3 71 Kent Street Busselton

This item was considered by the Finance Committee at its meeting on 18 April 2019, the recommendations from which have been included in this report.

PRÉCIS

An application has been received from Relationships Australia (WA) Inc. ("RAWA") for rate exemption on 3/71 Kent Street Busselton, Yoonderup House. This is a commercial property that RAWA have leased from 1st March 2018 for 9 years. The current rent is \$52,500 increasing almost annually thereafter. (see attachment E) On the basis of the application and previously sought legal opinions, this report recommends that the application for exemption be granted.

BACKGROUND

RAWA is a not for profit Benevolent Institution with Deductible Gift Receipt (DGR) status. The vast majority of RAWA income is from Commonwealth and State grants so as to provide community services. Services delivered from 3/71 Kent Street Busselton are:

- Headspace Busselton;
- 4Families Support Services; and
- Bunbury Family Relationship Centre outreach services.

RAWA does not charge for Headspace or 4Families Services with only a small charge for the Bunbury Family Relationship Centre outreach service.

The purposes of these service as per the rate exemption application are:

Headspace Busselton

RAWA is the lead agency for Headspace Busselton. Headspace is an organisation that operates across Australia, providing support, information and services to people aged 12-25.

Headspace Busselton offer anyone aged 12-25 free access to social workers, counsellors, mental health workers and psychologists. Headspace also has an extensive website where young people and their carers can read information on a wide range of issues including depression, bullying and relationship issues.

4Families Support

Is a free service that provides whatever support families and carers need, linking them to a variety of services to reduce family stress and enable children and young people to reach their full potential.

Services provided are:

- counselling and emotional support
- information and referrals
- home based family support
- workshops, seminars and groups
- community development activities
- support for grandparents and carers

Focus is on prevention and early intervention by addressing issues that affect the mental and emotional well-being of children and young people.

Where families and carers need more assistance, RAWA will actively work with other services including schools, community organisations, Centrelink and mental health services.

Bunbury Family Relationship Centre

- The Busselton service is the outreach service for Bunbury Family Relationships Centre.
- It provides information about family relationships at all stages forming new relationships, overcoming relationship difficulties or dealing with separation and also referring other services that can help.
- For parents experiencing separation, the centre helps the parents to focus on the children's needs and help decide what to do next. RAWA can also provide Family Dispute Resolution sessions with the other parent or family members to help with parenting arrangements.
- RAWA can also provide joint sessions with the other parent or family members to help on parenting arrangements.

Information, referral and individual sessions are free of charge. RAWA provides one hour family dispute resolution sessions free of charge (up to four hours where interpreters are used) and may charge fees after this depending on the circumstances. Everyone is welcome to drop in or phone the Centre for information about programs and services available in the local area that can help strengthen family relationships.

According to RAWA constitution the objects are to prevent and relieve the suffering, distress, vulnerability and disadvantage of people in our community by –

- a) providing services and programs which prevent and alleviate their distress and suffering, particularly for those with complex needs to build stronger relationships and increase resilience. This includes support and advocacy for persons from indigenous or culturally diverse communities, persons with disabilities and mental health issues, and persons affected by domestic violence, child abuse and neglect, trauma, dislocation, social isolation or anyone in need of benevolent relief;
- b) providing education, mediation services and trauma, abuse and relationships counselling;
- addressing the incidence of abuse by providing programs to assist, encourage and support change in those who exhibit antisocial behaviour including perpetrators of abuse or violence as well as support and advocacy to victims of violence;
- d) taking initiatives and making representation in matters of social and family policy relevant to the work of the Association; and

e) doing anything ancillary to the Objects referred to in clauses (a) to (d).

Under this constitution income or property shall be applied solely to or towards the promotion of RAWA objects and no part thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise by way of pecuniary profit to members of the association.

It is known that a legal opinion obtained by the City of Fremantle on services provided by RAWA Fremantle being anger management for men, communication and relationships and rebuilding after separation and divorce were "educational" in the relevant sense required by the law of charities, and furthermore, would satisfy the "public benefit" test required in order for an educational use to be considered charitable for the purposes of the law of charities. It was considered that the Fremantle premises would appear to be wholly charitable in the required sense, and thus the land used exclusively used for charitable purposes and is appropriately subject to rate exemption.

STATUTORY ENVIRONMENT

Section 6.26 of the *Local Government Act 1995* (the Act) provides broad definitions for rateable and non-rateable land. Moreover, Section 6.26 (2) (g) states that land is not rateable if it is "used exclusively for charitable purposes".

RELEVANT PLANS AND POLICIES

There are no plans or policies relevant to this matter.

FINANCIAL IMPLICATIONS

The rates levied on 3/71 Kent Street Busselton will be \$4,835 for the 2018/2019 financial year. Therefore rate exemption, if granted effective 1st July 2018, will result in a \$4,835 reduction to the 2018/2019 rating income and similar amounts for the ensuing years.

LONG-TERM FINANCIAL PLAN IMPLICATIONS

The amount of the rate exemption for the 2018/2019 financial year whilst not being considered large when compared to the annual overall rating income will over the term of the lease amount to a substantial loss of rating incoming for the City overall.

This loss is part of a broader local government issue where there are concerns that a large number of organisations claiming charitable status could result in a long term effect on the City's rate base into the future. This matter was raised at the South West WALGA Zone (SWZ) meeting in Capel on the 23 November 2018. The SWZ has since advocated for clarity and consideration of the impacts of rates exempt properties within the current Local Government Act Review (Phase 2).

STRATEGIC COMMUNITY OBJECTIVES

This matter principally aligns with Key Goal Area 6 of the Strategic Community Plan 2017 and more specifically Community Objective 6.1 - 'Governance systems, process and practices are responsible, ethical and transparent'.

RISK ASSESSMENT

There are no risks identified of a medium or greater level associated with the Officers recommendation. Having said that, if Council choses to not approve the application for rate exemption then staffing and/or legal costs may be incurred if the applicant refers the matter to the State Administrative Tribunal for a review of the decision.

CONSULTATION

No consultation was considered necessary in relation to this matter.

OFFICER COMMENT

In accordance with Section 6.26(2)(g) of the Act, land is not rateable if it is used exclusively for charitable purposes. Rate exemption applications need only be considered in two parts – being firstly is the use itself "charitable" and secondly if the use is considered to be charitable, then is the property being used "exclusively" for such use.

In considering the first part, that is, 'are the operations of RAWA considered to be a charitable use'; legal opinions have been consistent in defining a charitable purpose as land used for:

- 1. The relief of poverty;
- 2. The advancement of education;
- 3. The advancement of religion; and
- 4. Other purposes beneficial to the community."

The use of the leased property by RAWA as Headspace Busselton, 4Families Support services and Bunbury Family Relationship Centre outreach services are considered to meet both the "advancement of education" and "other purposes beneficial to the community" charitable definition.

In considering the second part, that is, 'is the property being exclusively used for a charitable purpose'; this criteria is being met by RAWA as they are the sole lessee of the property and due to the services that they provide from the property.

No physical inspection of the property has been undertaken as it is not considered that this would alter eligibility for rate exemption. This because the RAWA statutory declaration clearly states the purposes of the property, other Council legal opinion concluding that services provided by RAWA are considered charitable in nature and other Councils approving rate exemption.

In terms of the current usage of the properties there are no known planning, health or building compliance issues. The use by RAWA meets the properties "Business" zoning.

If rate exemption is approved then the applicant will be instructed to confirm by the 30th April annually that they continue to lease the property and that its use remains as per the application. If a change has occurred and the new use is not eligible for rate exemption then the property will become rateable.

CONCLUSION

It is considered based on the application and associated documentation provided by RAWA, as well as the legal opinions on charitable purposes, that 3/71 Kent Street Busselton is eligible for rate exemption whilst it is being leased and used by RAWA exclusively for such charitable purposes.

OPTIONS

Council may decline the rate exemption application on the basis that it considers that RAWA is not providing charitable services from the property to the community or that any charitable use is not considered an exclusive use of the property.

Should the application be declined for either of the above reasons then RAWA will have the option to refer the matter to the State Administrative Tribunal for a review of the decision. Such referral will see Council needing to defend its decision and thereby incurring staffing and/or legal costs.

TIMELINE FOR IMPLEMENTATION OF OFFICER RECOMMENDATION

The proposed effective date for rate exemption if approved would be the 1st July 2018 as the application was lodged on the 14th November 2018, after the issuance of the 2018/2019 annual rate notice.

OFFICER RECOMMENDATION

That the Council:

- Approve Relationships Australia (WA) Inc. application for rate exemption under section 6.26
 (2)(g) of the Local Government Act 1995, "land used exclusively for charitable purposes", for
 3/71 Kent Street Busselton effective from the 1st July 2018; and
- 2. Agree that this rate exemption is to continue where Relationships Australia (WA) Inc. confirm in writing by the 30th April of each year that it remains the lessee of the property and that the properties use is the same as stated in the rate exemption application.

COMMITTEE RECOMMENDATION

That the Council:

- 1. Approve Relationships Australia (WA) Inc. application for rate exemption under section 6.26 (2)(g) of the *Local Government Act 1995*, "land used exclusively for charitable purposes", for 3/71 Kent Street Busselton effective from the 1st July 2018;
- 2. Agree that this rate exemption is to continue where Relationships Australia (WA) Inc. confirm in writing by the 30th April of each year that it remains the lessee of the property and that the properties use is the same as stated in the rate exemption application;
- Move a motion through South West Zone of WALGA for work to be undertaken to remove rate exemptions or changed to rating discounts and that the state government make the shortfall; and
- 4. Move a motion go to ALGA for work to be undertaken to remove rate exemptions or changed to rating discounts and that the federal government make the shortfall.

Reason: The committee felt that the additional points should be added due to increased pressure on rate payers.

12



14 November 2018

Mr David Nicholson Rates Coordinator City of Busselton 2 Southern Drive Busselton 6280

Dear David

RE: APPLICATION FOR RATES EXEMPTION - 3/71 Kent St, Busselton

We would like to apply for rates exemption for the above mentioned property.

Relationships Australia WA Inc ("RAWA") is not- for- profit Public Benevolent institution and has Deductible Gift Recipient (DGR) status. RAWA receives funding from the Federal and State government to provide services to the community. RAWA is currently leasing the property at 3/71 Kent St, Busselton. The property is used during office hours for service delivery. Services that are conducted from this office include headspace Busselton, 4Families Support Services and outreach services for the Bunbury Family Relationships Centre. RAWA does not charge fees for the headspace and 4Families Support services. RAWA charged a small fee for the outreach service for the Bunbury Family Relationships Centre.

As RAWA is a not-for-profit charitable organization, an exemption from rates would be helpful for our cause and the delivery of services to the community.

We look forward to your favorable reply. Thank you.

Yours faithfully

Susanna Wee

Chief Financial Officer

Attachment A

Rate Exemption Application - Statutory Declaration & Covering Letter

WESTERN AUSTRALIA

OATHS, AFFIDAVITS AND STATUTORY DECLARATIONS ACT 2005

STATUTORY DECLARATION

I, Terri Reilly, of 156, Railway Parade, West Leederville, CEO, Relationships Australia WA Inc. sincerely declare as follows:-

Relationships Australia WA Inc ("RAWA") is a not- for- profit Public Benevolent institution and has Deductible Gift Recipient (DGR) status. RAWA receives funding from the Federal and State government to provide services to the community. RAWA is currently leasing the property at 3/71, Kent Street, Busselton WA 6280. The property is used to deliver various community services. Services that are conducted from this office include headspace Busselton, 4Famililes Support Services and the outreach services for the Bunbury Family Relationships Centre.

This declaration is true and I know that it is an offence to make a declaration knowing that it is false in a material particular.

This declaration is made under the Oaths, Affidavits and Statutory Declarations Act 2005 at 156, Railway Parade, West Leederville

14/11/18 by Jesu Kell

in the presence of-

SUSANNA WEE

Attachment A

Rate Exemption Application - Statutory Declaration & Covering Letter

APPLICATION FOR RATES EXEMPTION

Local Government Act 1995 - Section 6.26

Privacy

The personal information collected on this form will only be used by the City of Busselton for the sole purpose of providing requested and related services. Information will be stored securely by the City and will not be disclosed to any third parties without your express written consent.

Copyright

I authorise the City of Busselton to reproduce any attachments provided with this form for internal purposes only.

City of Busselton 2 Southern Drive Busselton WA 6280 Locked bag 1 Busselton WA 6280

ABN 87 285 608 991

Phone: (08) 9781 0444 Facsimile: (08) 9432 4634

Email: city@busselton.wa.gov.au
Web: www.busselton.wa.gov.au

This application form is to be used by organisations seeking exemption from rates, pursuant to the provisions of Section 6.26 of the Local Government Act 1995. The application for exemption will be checked based on the information you have provided, and you will be advised of the outcome in due course. Please attach all additional documents requested, as failure to do so may result in the application being refused.

Please note that this exemption application will only be considered where the properties rating assessment is up to date. Any approved exemption will be on rates only with Emergency Services Levy and other service charges such as waste services remaining payable. Any overpayment as a result of rate exemption being approved will be refunded. Properties which are granted rate exemption are subject to periodic reviews to ensure continued approval.

Instructions: Please print clearly in the spaces provided.

1. PROPERTY ADDRESS DETAILS

Street address	3/71 KENT STREET
Suburb	BUSSELTON
Post code	6280

Property Reference Number (if known)	Property Reference Number (if known)	
--------------------------------------	--------------------------------------	--

2. WHAT	IS THE CURREN	IT USE OF	THE PROPERT	Y? Please p	rovide full de	tails:	
REPER TO	O ATTACHMENT						

Attachment A

Rate Exemption Application - Statutory Declaration & Covering Letter

2. WHAT IS THE CURRENT USE OF THE PROPERTY? Please provide full details.

The property is use to run government funded, headspace Busselton, 4Families programs and Bunbury Family Relationships Centre These services are free.

headspace Busselton

Relationships Australia WA is the lead agency for headspace Busselton. headspace is an organisation that operates across Australia, providing support, information and services to people ages 12 - 25.

headspace Busselton offer anyone aged 12-25 free access to social workers, counsellors, mental health workers and psychologists. headspace also has an extensive website where young people and their carers can read information on a wide range of issues including depression, bullying, and relationship issues.

4Families Support Services

4families is a free service that provides whatever support families and carers need, linking them to a variety of services to reduce family stress and enable children and young people to reach their full potential.

We provide:

- counselling and emotional support
- · information and referrals
- home-based family support
- · workshops, seminars and groups
- community development activities
- · support for grandparents and carers

We focus on prevention and early intervention by addressing issues that affect the mental and emotional well-being of children and young people.

Where families and carers need more assistance, we will actively work with other services including schools, community organisations, Centrelink and mental health services.

Bunbury Family Relationships Centre

- The Busselton service is the outreach service for the Bunbury Family Relationships Centre
- It provides information about family relationships at all stages forming new relationships, overcoming relationship difficulties or dealing with separation and also referring other services that can help.
- For parents experiencing separation, the centre helps the parents to focus on the children's needs and help decide what to do next. RAWA can also provide Family Dispute Resolution sessions with the other parent or family members to help with parenting arrangements.
- RAWA can also provide joint sessions with the other parent or family members to help on parenting arrangements.

Information, referral and individual sessions are free of charge. RAWA provides one hour of family dispute resolution sessions free of charge (up to four hours where interpreters are used) and may charge fees after this depending on circumstances. Everyone is welcome to drop in or phone the Centre for information about programs and services available in the local area that can help strengthen family relationships.

12.1

Rate Exemption Application - Statutory Declaration & Covering Letter

3.	PROPERTY	OWNER	DETAILS

Attachment A

Organisation	
Property owner (if different to above)	ANNA STAURETIS ON THE STAURETIS PROPERTY TRUST # 1
Postal address (including post code)	18, GREBE ST, STIRLING WA GOZI
Telephone	
Facsimile	
Mobile	0409 100 924
E-mail	Stava 001 Diprimus, com. au

4. APPLICANT DETAILS

Contact Person	SUSANNA WEE
Position Title	CHIEF FINANCIAL OFFICER
Postal address (including post code)	PO BOX 1206 WEST LEEDERVILLE, WA 6901
Telephone	(08) 6164 0112
Facsimile	(08) 6270 44 91
Mobile	0439 946 416
E-mail	susanna. wee a relationshipswa. org. au

5. ORGANISATION INFORMATION

Is/does the organisation:

(If yes, provide a Certificate of Incorporation)	☑ Yes	□ No
Considered "not for profit"?	☑ Yes	□ No
Have a tax exemption from the Australian Tax Office (ATO)? (If yes, provide a certificate of tax exemption from the ATO)	☑ Yes	□ No
Leasing the property? (If yes, provide a copy of the lease and confirm if the lessee is responsible for payment of the rates)	⊠Yes	□ No
Have planning approval for the land use of the property? (A site inspection may be required before the application is processed)	☑ Yes	□ No

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12.1

Attachment A

Rate Exemption Application - Statutory Declaration & Covering Letter

6. DOCUMENTATION REQUIREMENTS

Please provide the following documentation with this application	Please	provide	the	following	documentation	with	this	applicatio	n:
--	--------	---------	-----	-----------	---------------	------	------	------------	----

Formal request for rate exemption on the organisation's letter head that includes a written statement outlining the nature of the Organisation's operations, including the following details: · Use and occupancy of the property • Type of service provided (e.g. food, accommodation etc) • Frequency of service provision (e.g. full-time, daily, weekly etc) Whether any payment is received for the services provided by the organisation; Copy of the organisation's constitution; ☑ Copy of the organisation's current certificate of incorporation; A statutory declaration from the organisation confirming the exact purpose for which the whole of the property is being used for; A plan of the property, showing all buildings and outbuildings OR ☐ Floor plan of the leased property area if only part of the property is the subject of this application. A copy of the organisations current years audited financial statements and details of its financial and funding support; □ Copies of any other relevant documentation that the organisation considers will support this

7. AUTHORISATION

application;

By signing this application, I hereby certify that the information provided is true and correct to the best of my knowledge.

Name	TERRI REILLY	
Position Title	CEO	,
Organisation	RELATIONSHIPS AUSTRALIA WA INC.	
CEO/Trustee Signature	Leui Reilly	

Rate Exemption Application - Statutory Declaration & Covering Letter

OFFICE USE ONLY

CONSIDERATIONS								
Approval with the City's	Town Planning Scheme?	YES NO C]					
Has the property been i	nspected?	YES 🗌 NO 🗀]					
Recommend for non-rat	teable status?	YES NO						
Section 6.26 (2) of the 1995 classification	e Local Government Act	,						
Person/s or Classes of this decision	of Persons Affected by	1.						
Reason for non-rateable	e status:							
New Application	Revie	ew of Exemption						
Amount of rates to be e	xempted and date to be c	ommenced from (if applicable):						
Amount: \$		Data (from): Click here to enter a c	date.					
Rubbish bin changes to	Rubbish bin changes to be levied and dates to be applicable from:							
Amount: \$		Data (from): Click here to enter a c	late.					
Note: The approval will be for a period of 3 years, unless circumstances change. 2. DECISION – DELEGATED AUTHORITY (3.40)								
	elegated by the CEO to a cal Government Act 1995	pprove the granting of rate exem .	ption status in					
Name		***************************************						
Position								
Signature								
Determination by dele	gated officer:	C						
☐ DENIED for non-rateable status	☐ APPROVED non-rateable sta		ROVED for eable status					

ASSOCIATIONS INCORPORATION ACT 1987 SECTION 18 (6)

Registered No. 550033

Certificate of Incorporation on change of name

This is to certify that

MARRIAGE GUIDANCE WESTERN AUSTRALIA INC. ORIGINALLY CALLED

MARRIAGE GUIDANCE COUNCIL OF WESTERN AUSTRALIA

which was on the 4th day of October 1955 incorporated under the Associations Incorporation Act 1987 changed its name to:-

changed its name to:RELATIONSHIPS AUSTRALIA (WESTERN AUSTRALIA) INCORPORATED

Dated this 16th day of September 1994



FOR THE COMMISSIONER FOR CORPORATE AFFAIRS

[Revised - AGM 20 October 2016]

1 Name

The name of the association shall be RELATIONSHIPS AUSTRALIA (WESTERN AUSTRALIA) INCORPORATED.

2 Definitions and Interpretations

In this constitution unless there is something in the subject of context inconsistent therewith the following words and expressions shall have the several meanings hereby assigned to them:

Act means the Association's Incorporation Act 2015, (Western Australia) or any statutory modification, amendment or re-enactment thereof;

Annual General Meeting means the general meeting called pursuant to clause 10;

Association means Relationships Australia (Western Australia) Incorporated

Board means the committee established and referred to in clause 7.

By-laws mean the by-laws of the Association for the time being in force;

Chief Executive Officer means the person appointed as Chief Executive Officer pursuant to clause 8;

Member means any individual, group, honorary life member, and life member of the Association;

Month means calendar month:

Patron means the person appointed as Patron pursuant to clause 7.3(r); and

Register means the register of members kept pursuant to this constitution; and

Regulations or rules means any advice, direction or instruction not being a by-law issued by the Board under the provisions of this constitution or by the 'by-laws' for the guidance of members and others.

The expressions defined in the Act shall have the meanings so defined.

Words importing the singular number include the plural and vice versa.

Constitution



CONSTITUTION

3 Objects

The objects of Relationships Australia (Western Australia) Incorporated are to prevent and relieve the suffering, distress, vulnerability and disadvantage of people in our community by –

- a) providing services and programs which prevent and alleviate their distress and suffering, particularly for those with complex needs to build stronger relationships and increase resilience. This includes support and advocacy for persons from indigenous or culturally diverse communities, persons with disabilities and mental health issues, and persons affected by domestic violence, child abuse and neglect, trauma, dislocation, social isolation or anyone in need of benevolent relief;
- b) providing education, mediation services and trauma, abuse and relationships counselling;
- addressing the incidence of abuse by providing programs to assist, encourage and support change in those who exhibit antisocial behaviour including perpetrators of abuse or violence as well as support and advocacy to victims of violence;
- d) taking initiatives and making representation in matters of social and family policy relevant to the work of the Association; and
- e) doing anything ancillary to the Objects referred to in clauses (a) to (d).

4 Powers

The Association shall have the legal capacity of a natural person including, but without limiting the generality of the foregoing, the following powers:

- a) to purchase, receive, take up or otherwise acquire and hold and to sell, exchange, deal
 with, manage, develop, turn to account and dispose of any real or personal property of
 any kind and whether situated in Western Australia or elsewhere;
- b) to erect, maintain, repair or alter any building or other improvement on or to land for the time being belonging to or occupied by the Association;
- to draw, make, accept, endorse, discount, execute and issue bills of exchange, promissory notes, warrants and other negotiable instruments;
- d) to borrow and raise money for any of the objects of the Association from any person including a member and to secure the payment thereof by mortgage of, charge on or debenture over all or any of the property of the Association or any other lawful manner;



e) to invest any of the moneys or funds of the Association that are not immediately needed in any investments as may from time to time be determined;

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- f) to appoint, engage, supervise, control, suspend and dismiss officers and employees;
- g) to compromise and settle any claim or action and enter into submissions or arbitration;
- h) to enter into any contract of insurance the Association thinks fit;
- to receive property by gift inter vivos or by Will or under the provisions of any trust or trusts or otherwise from any person and to hold the same for the objects of the Association and to administer the same under the provisions hereof;
- j) to open any account or accounts with any bank or banks or other financial institutions and to operate by and in all usual ways any such account or accounts; and
- k) generally to do any other act, matter or thing or enter into any agreement or arrangement that is incidental to or conducive to the attainment of any of the objects of the Association.

5 Income and Property

The income and property of the Association shall be applied solely to or towards the promotion of its objects and no part thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of pecuniary profit to the members of the Association, but nothing herein contained prevents -

- a) the payment in good faith of remuneration and/or bonus to any officer, employee or agent of the Association or other person in return for services actually rendered to the Association;
- the payment of interest at a rate not exceeding that charged by the bank for the time being of the Association on overdraft accommodation of the same amount on any money lent by a member to the Association;
- c) the payment of a reasonable and proper rent from premises leased or let by a member to the Association;

and

 d) the repayment of out of pocket expenses incurred by a member of the Association or other authorised person on behalf of the Association.



6 Membership

Membership Classes 6.1

The members of the Association shall consist of the following classes:

- (a) "Individual member" who may be any natural person who -
 - (1) makes application for membership in writing to the Association including a statement that he or she approves of the objects of the Association and agrees to be bound by the constitution of the Association; and

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- (2)pays an annual membership fee to the Association as determined from time to time by the Board within a period of one calendar month from acceptance by the Board or within such further time as the Board may prescribe.
- (b) "Group member" which may be such body, organised group, Association, organisation and any corporation whether or not incorporated, Government or non-Government, herein referred to as the group as:
 - (1) makes application for membership in writing to the Association including a statement that the group approves of the objects of the Association and agrees to be bound by the constitution of the Association; and
 - (2)pays an annual membership fee to the Association as determined from time to time by the Board within a period of one calendar month from acceptance by the Board or within such further time as the Board may prescribe.
 - Any individual who is a member of a group may also apply for individual membership of the Association pursuant to clause 6.1(a).
- (c) "Honorary Life Member" who shall be any such natural person as the members may elect and appoint in recognition of her or his services to the Association who
 - has the same rights and privileges as an individual member (1)
 - is not obliged to make payment of any entrance fee or subscription. (2)

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6.2 Annual subscription

- (a) Each member of the Association shall pay to the Association the annual subscription determined from time to time by the Board which subscription shall fall due as from 1 July next.
- (b) If any subscription for membership is not paid by 30 September of that year, the membership shall then cease unless otherwise determined by the Board.

6.3 Acceptance or rejection of application

The Board may, by a majority vote of those present, accept or reject application for membership without giving any reasons for such acceptance or rejection and upon acceptance the applicant will become a member of the Association.

6.4 Suspension or termination

The Board may, by a two-thirds majority of those present and voting suspend or terminate the membership of any member of the Association.

6.5 Notice

The Board shall give notice in writing to the member concerned stating the grounds for the proposed suspension or termination and shall provide a reasonable opportunity to that member of being heard at the meeting of the Board at which the decision to suspend or terminate membership is to be made.

6.6 Appeal of Membership

- (a) A member whose membership is suspended or terminated may, within one calendar month of the date of the Board's decision to suspend or terminate his or her membership, appeal to the members of the Association in a general meeting by giving notice of appeal in writing of his or her intention to do so to the Board.
- (b) The Board shall, within one month of receipt of the notice of appeal referred to in subclause (a) call a special general meeting of the Association to decide whether such suspension or termination of membership shall be confirmed or lifted and may impose such conditions as the members see fit as a condition of any reversal of any decision of the Board.



6.7 Dispute Resolution

- (a) Should a dispute arise between members or between one or more members and the Association, the parties to the dispute must attempt to resolve the dispute between themselves within 14 days after the dispute has come to the attention of each party.
- (b) If the parties to a dispute are unable to resolve the dispute within the time required in 6.7(a), any party to the dispute may give written notice to the Chairperson of the matters that are the subject of the dispute and within 28 days after the Chairperson is given the notice, a Board meeting must be convened to consider and determine the dispute.
- (c) If any party to the dispute gives written notice to the Chairperson stating that the party does not agree to the dispute being determined by the Board and requests the appointment of a mediator under (f), the committee must not determine the dispute.
- (d) At the committee meeting at which a dispute is to be considered and determined, the Board must give each party to the dispute, or the party's representative, a reasonable opportunity to make written or oral (or both written and oral) submissions to the Board about the dispute; and give due consideration to any submissions so made; and determine the dispute.
- (e) The Board must give each party to the dispute written notice of the Board's determination, and the reasons for the determination, within 7 days after the Board meeting at which the determination is made.
- (f) A party to the dispute may give written notice to the Chairperson requesting the appointment of an independent, professional mediator.
- (g) If notice is given under subclause (f), each party to the dispute is a party to the mediation.
- (g) The costs of the mediation are to be paid by the party or parties to the mediation that requested the appointment of the mediator.

6.8 Resignation

Any member may at any time resign from the Association by notice in writing to the Board.

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6.9 Life Member

A life member of the Association as at the fourteenth day of June 1988 who is a life member as a consequence of paying a subscription for that life membership and who elected to remain a member of the Association in accordance with the provisions of the constitution previously in force shall remain a life member of the Association from that date and has the same rights and privileges as an individual member but is not obliged to pay any annual subscription.

6.10 Individual Member

Any person who is a member prior to the date that this clause comes into effect shall become an individual member, and life members or honorary life members shall remain life members or honorary life members.

7 Board

7.1 Affairs

The affairs of the Association are to be conducted and managed by the Board of Relationships Australia (Western Australia) Incorporated. The Board is responsible for the attaining of the objects of the Association, the formulation and determination of policy, and the general organisation and direction of the Association.

7.2 Composition

The Board shall comprise of:

- a) a President;
- b) Two Vice-Presidents;
- c) not less than four and no more than six Board members;

each of whom shall be voting members of the Board. All members of the Board shall be members, other than a group member, of the Association.

7.3 Proceedings

(a) All members of the Board shall be elected by the members of the Association at each Annual General Meeting, save and except the following:



- (1) no member of the Association receiving regular remuneration from the Association shall be eligible for election to the Board or eligible to elect members of the Board; and
- (2) from its own members, the Board will select and appoint annually the President and two vice-Presidents and allocate areas of particular responsibility to members with appropriate expertise.
- (b) A retiring member of the Board is eligible for re-election provided that from the date this clause comes into effect (21 October 2004) no member of the Board including the President, shall be eligible to be a member of the Board for longer than nine consecutive years. No member of the Association shall hold the office of President for more than four consecutive years.
- (c) Notices calling for nominations for the positions of members of the Board shall be posted by the Chief Executive Officer to every member of the Association at their last known address at least seven weeks prior to the Annual General Meeting of the Association. In addition, an advertisement will be placed in a newspaper distributed in the state of Western Australia inviting nominations for election to the Board at the Annual General Meeting. All nominations received by the due date shall be presented to the Annual General Meeting in accordance with clause 7.3(a).
- (d) Any two members of the Association may, subject to clause 7.2 nominate any member for any position on the Board by notice in writing signed by them and signed by the nominee signifying his or her willingness to be so nominated and all nominations shall be delivered to the Chief Executive Officer not less than five weeks prior to the Annual General Meeting. Any nominations not in the hands of the Chief Executive Officer by the due date shall be of no force or effect. If by the due date, no or insufficient nominations are received for any Board position, then further nominations, if proffered and accepted by the person nominated, shall be received at the Annual General Meeting.
- (e) The Chief Executive Officer shall include in each notice of Annual General Meeting a list of nominations for members of the Board, plus a brief resume of each candidate where available.



- (f) Voting for any position on the Board shall be conducted at the Annual General Meeting by secret ballot to be conducted by one or more returning officers appointed by the Board (or the members thereof present at the Annual General Meeting).
- The returning officer or officers shall announce the members of the Board at the Annual (g) General Meeting or as soon thereafter as possible.
- (h) (1) Subject to clauses 7.3 (h) (2), 7.3 (h) (3) and 7.3 (i) each member of the Board shall hold office until the Annual General Meeting which is three years after the Annual General Meeting at which they were elected. Each Board position shall be assigned at an Annual General Meeting at which that position is vacated. Board members shall retire by rotation and be eligible for re-election.
 - (2)As a transition one-third of the Board members elected at the 2009 Annual General Meeting shall have a three year term (which ends at the 2012 Annual General Meeting), one-third shall have a two year term (which ends at the 2011 Annual General Meeting) and one-third shall have a one year term (which ends at the 2010 Annual General Meeting). At the first Board meeting following the 2009 Annual General Meeting the Board members shall determine the directors who have a three-year term, two-year term and one-year term.
 - (3)The Board may elect and appoint from members, other than group members, a person to fill any casual vacancy or any position of office holder or Board members not filled by election at the Annual General Meeting. The person so appointed shall hold office for the balance of the term of the Board position to which they are appointed.
- (i) A member of the Board shall vacate his or her position on the Board, if he or she:
 - (1) becomes employed by the Association;
 - is directly or indirectly interested in any contract with the Association or (2)participates in the profits of any contract with the Association;
 - (3)being a representative of a group member has his or her appointment revoked by such member;

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- (4)is removed by special resolution of the Association pursuant to clause 10.13;
- (5) resigns from his or her office in writing addressed to the Association or the Chief Executive Officer; or
- (6) becomes bankrupt.
- (j) The Board may act notwithstanding any vacancy that exists from time to time.
- (k) The Board shall meet as and when occasions may require but not less than four times in every financial year.
- (l) the Board shall be convened by the Chief Executive Officer at the request of the Chairperson or of not less than five members thereof.
- The Board may from time to time appoint and dissolve committees and delegate such (m) powers to those committees as it deems expedient, which committees shall be responsible to the Board.
- (n) At any meeting of the Board a quorum shall be a simple majority of members.
- Questions arising at any meeting of the Board shall be decided by a majority of votes of (o) those present and in the case of an equality of votes the person chairing the meeting shall have a casting vote.
- The President for the time being will be the Chairperson of all Board meetings but if he or (p) she is unable to act, one of the Vice-Presidents will be the Chairperson or if they are unable to act the Chairperson shall be a person elected at the meeting to act as Chairperson of the meeting.
- (q) Any member of the Board who absents himself or herself from more than three consecutive meetings thereof (without furnishing to the Board a satisfactory explanation of absence) may be deemed by the Board to have vacated his or her office.
- The Board shall have power to appoint a Patron of the Association from time to time. (r)
- (s) If not less than three quarters of the Board members have signed a document containing a statement that they are in favour of a resolution of the Board members in terms set out

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in the document, a resolution in those terms shall be deemed to have been passed at a meeting of the Board members held on the day on which the document was signed and at the time at which the document was last signed by the Board member or, if the Board member signed the document on different days, on the day on which, and at the time at which, the document was last signed by a Board member.

For the purpose of this clause, two or more separate documents containing statements in identical terms each of which is signed by one or more Board members shall together be deemed to constitute one document containing a statement in those terms signed by those Board members on the respective days on which they signed the separate documents.

A reference in this clause to three quarters of the Board members does not include a reference to a Board member who, at a meeting of Board members, would not be entitled to vote on the resolution.

For the purpose of this clause an agreement in writing to any resolution may be transmitted by facsimile.

8 Chief Executive Officer

8.1 Appointment

The Board shall appoint a Chief Executive Officer upon such terms and conditions as the Board determines from time to time.

8.2 Responsibilities

The Chief Executive Officer shall be responsible for the day to day management and operations of the Association under the supervision of the Board for the purpose of achieving the objects of the Association.

8.3 Powers

The Board may delegate to the Chief Executive Officer such powers and functions as it considers appropriate from time to time.

8 May 2019



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8.4 Meetings

The Chief Executive Officer will attend all meetings of the Board, unless excused by the Board, but will not be entitled to vote.

Maintenance of Register and Records

The Chief Executive Officer or his /her delegate shall:

- a) maintain a register of members of the Association and their postal, residential or email addresses;
- b) maintain a record of the names and residential, postal or email addresses of the persons who hold any office of the Association;
- c) maintain in an up-to-date condition the Constitution of the Association; and
- d) be responsible for the custody of the records, books, documents and securities of the Association.

8.6 Inspection

Upon the request of a member of the Association the Chief Executive Officer or his/her delegate shall make the register of members, record of office holders, or a copy of the Constitution of the Association available for inspection by the members, and the member may make a copy or take an extract therefrom but shall have no right to remove the register, record, or Constitution for that purpose.

Financial Year 9

The financial year of the Association will be from 1st day of July to 30th day of June in the following year.

General Meetings 10

Annual General Meeting

The Annual General Meeting shall be held within four months of the end of the financial year in each year when the annual report and audited financial statements shall be presented to the members.

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10.2 General Meetings

The President or the Board may call a General Meeting of all members whenever deemed expedient and the President shall call a General Meeting within one month of the date of receipt by the Chief Executive Officer of the Association of any written request for a General Meeting signed by not less than ten per centum of the members of the Association which written request must specify what business is to be dealt with at the General Meeting requested.

10.3 Quorum

A quorum at any General Meeting will be constituted by 12 members or one third of the members whichever is the lesser but if within half an hour of the time appointed for a meeting to commence, a quorum is not present, the meeting shall be adjourned to the same time and place seven days later or to a place and a time within one month of the date of such meeting to be determined thereat and if, at such adjourned meeting, a quorum is not present, then those members attending shall be deemed to be a quorum.

10.4 Chairperson

The President shall preside at any General Meeting or if he or she is unable to act, one of the Vice-Presidents will preside at that meeting or if the President and both Vice-Presidents are unable to act the Chairperson shall be a person elected at the meeting to act as chairperson of the meeting.

10.5 Resolution

At any General Meeting, a resolution put to the vote of the meeting shall (except for election of members of the Board) be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by the person chairing the meeting or by at least three members present. Unless a poll is so demanded, a declaration by the person chairing the meeting that a resolution has, on a show of hands, been carried unanimously by a particular majority, or lost and an entry to that effect in the book containing the minutes of the proceedings of the meeting of the Association shall each be conclusive evidence of that fact, without proof of the number of proportion of votes recorded in favour of or against the resolution. The demand for a poll may be withdrawn.

10.6 Poll

If a poll is duly demanded, it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the person chairing the meeting directs, and the result of that poll



shall be the resolution of the meeting at which the poll was demanded. Notwithstanding the foregoing, a poll demanded on the election of a person to chair the meeting or on the question of adjournment shall be taken forthwith.

10.7 Casting vote

In the case of an equality of votes, the person chairing the meeting at which the show of hands takes place or at which a poll is demanded shall be entitled to a casting vote.

10.8 Voting rights

Each member who is a current financial member, present and voting at a general meeting of the Association, shall have one vote. Proxy votes shall be allowed as determined by the Board from time to time. (See section 7.3(a) (1))

10.9 Representative

- (a) Each group member may appoint one representative to vote at any meeting of the Association. The representative shall not be eligible to vote unless the group member has, prior to the meeting, forwarded to the Chief Executive Officer written notification of the appointment of the representative.
- (b) Each group member may remove a representative and appoint a new representative from time to time. Any other individual member of such a group member may attend any Association meeting without voting.

10.10 Notice of Annual General Meeting

The Chief Executive Officer shall give each member at least four weeks' notice of the Annual General Meeting and at least fourteen days' notice in writing of all general meetings other than the Annual General Meeting to members of the Association specifying the place, the day and the hour of meeting and the general nature of the business to be dealt with at the meeting.

10.11 Proceedings of Annual General Meeting

At each Annual General Meeting the business shall be as follows:

- a) to confirm the appointment of an auditor to the Association;
- to transact any other business brought forward by the Board or specified in the notice of meeting and

Attachment C

Constitution



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- c) to receive and consider the Annual Report of the Board upon the work of the preceding year;
- d) to receive and consider the duly audited annual accounts;
- e) to announce the members of the Board for the new year;
- f) the notice of meeting shall contain any motion proposed by at least three members of the Association and forwarded to the Chief Executive Officer at least five weeks before the date set for the Annual General Meeting.

10.12 Proceedings of General Meetings

At each General Meeting other than an Annual General Meeting the business shall be that specified in the notice of meeting and not otherwise.

10.13 Removal of Board members

The members of the Association in a General Meeting may remove all or any members of the Board from office and elect members to fill any vacancies thereby created.

11 **Audit**

Independent auditor

The auditor of the Association shall not be a member of the Association or closely related to a member of the Association and such auditor shall be confirmed at the Annual General Meeting in each year.

11.2 Auditor's report

The auditor shall examine all accounts, vouchers, receipts, books and other records, and furnish a report thereon to the members of the Association at the Annual General Meeting.

Minutes 12

The Board shall cause minutes to be made of meetings of the Board and of the Association and such minutes all be signed by the person chairing the meeting at which the proceedings were held or by the person chairing the next meeting.

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13 Common Seal

13.1 Custody

The common seal of the Association shall be kept in the custody of the Chief Executive Officer and shall only be affixed to a deed, instrument or other document with the authority of the Board.

Affixing of the seal

Any two of the President, Vice-Presidents or Chief Executive Officer shall countersign the affixing of the seal and the Chief Executive Officer shall keep a register of all documents (including a copy thereof) to which the common seal is affixed.

By-Laws and Regulations 14

By-laws of the Association

The Board may from time to time make any by-laws and regulations not inconsistent with this Constitution as are in the opinion of the Board necessary or desirable for the proper control, administration and management of the Association's operations, finances, affairs, interests and property and the duties, obligations and responsibilities of members.

14.2 Amending by-laws

The Board may from time to time amend or revoke any by-laws or regulations so made.

Conduct and voting of members

In particular, but without limiting the generality of clause 14.1, by-laws and regulations may be made as to the procedure to be observed in the conduct or voting of the members or the standing orders to apply at meetings of the Board of the Association.

14.4 Prior acts valid

No by-laws or regulation made pursuant to this clause invalidates any prior act of the Board or any member which would have been valid if that by-law or regulation had not been made.

Alterations to Constitution 15

Resolution to amend

No new clause or provision shall be added to this Constitution nor shall any of the clauses or provisions contained herein be amended, altered or rescinded unless the members present



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resolve to do so by Special Resolution and by a majority of not less than three quarters of the members at a meeting called for that purpose there having been given at least one month's notice of the meeting to all members.

15.2 A copy to be served

A copy of every amendment, alteration or rescission to this Constitution will be served on the Deputy Commissioner of Consumer Protection, Perth.

16 Dissolution

16.1 Resolution

If the members at a General Meeting resolve by Special Resolution and by a majority of not less than three quarters of the members present and entitled to vote at that meeting, to dissolve the Association, and the Association is solvent, the Association should be wound up voluntarily.

16.2 Notice

The notice convening the meeting of members shall state that the dissolution of the Association is to be proposed or confirmed, as the case may be.

Distribution of income and property

- a) If any surplus remains following the winding up of the Association, the surplus will not be paid to or distributed amongst members, but will be given or transferred to another institution or corporation which:
 - i. has objects which are similar to the objects of the Association;
 - ii. has a constitution which requires its income and property to be applied in promoting its objects;
 - iii. has a constitution which prohibits it from paying or distributing its income and property amongst its members to an extent at least as great as imposed on the Association by clause 5; and
 - iv. is endorsed as a deductible gift recipient (DGR).
- b) The identity of the corporation or institution is to be determined by the members in writing at or before the time of dissolution, and failing such determination being made, by application to the Supreme Court of Western Australia for determination.

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c) In the event that the Association ever has its endorsement as a DGR revoked, the Association must transfer all remaining gifts, deductible contributions and any money received in respect of such gifts and contributions to another DGR, such DGR to be determined by the members, and failing such determination being made, by application to the Supreme Court of Western Australia for determination.

16.4 Requirements

The property or money referred to in clause 16.3 may only pass to a body or organisation which is one which satisfies the requirements of Item 140 (c) of the First Schedule to the Sales Tax (Exemptions and Classification) Act 1992 and is an approved body or organisation under Section 30-45 (1) of the Income Tax Assessment Act 1997.

16.5 Notice to be given

Notice of the dissolution of the Association will be given to the Deputy Commissioner of Consumer Protection, Perth.



WESTERN AUSTRALIA

Special Purpose Financial Report for Year Ended 30 June 2018

Relationships Australia (Western Australia) Inc

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WESTERN AUSTRALIA

Statement by Members of the Board

The Board has determined that the entity is not a reporting entity and that this special purpose financial report has been prepared in accordance with the accounting policies outlined in Note 1 to the financial statements.

In the opinion of the Board, the financial statements and notes as set out on pages 5 to 14 are in accordance with the *Australian Charities and Not-for-profits Commission Act 2012* and:

- Presents fairly the financial position of Relationships Australia (Western Australia) Inc as at 30 June 2018 and its performance for the year ended on that date in accordance with the accounting policies described in Note 1 to the financial statements.
- At the date of this statement, there are reasonable grounds to believe that Relationships Australia (Western Australia) Inc will be able to pay its debts as and when they become due and payable.

This statement is made in accordance with subsection 60.15(2) of the Australian Charities and Notfor-profits Commission Regulation 2013 and is signed for and on behalf of the Board by:

Board Member

Tony Dobbs

Board Member

Luke McNiece

Dated 29 August 2018

Attachment D



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INDEPENDENT AUDIT REPORT TO THE MEMBERS OF RELATIONSHIPS AUSTRALIA (WESTERN AUSTRALIA) INC

Report on the Audit of the Financial Report

Opinion

We have audited the financial report of Relationship Australia (Western Australia) Inc. ("the Association"), which comprises the balance sheet as at 30 June 2018, income statement, statement of changes in equity and statement of cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies, and the Board Members' declaration.

In our opinion, the accompanying financial report of the Association has been prepared in accordance with Division 60 of the Australian Charities and Not-for-Profits Commission Act 2012, including:

- giving a true and fair view of the Association's financial position as at 30 June 2018 and of its financial performance for the year then ended; and
- (ii) complying with Australian Accounting Standards to the extent described in Note 1 and Division 60 of the Australian Charities and Not-for-profits Commission Regulation 2013.

Basis of opinion

We conducted our audit in accordance with Australian Auditing Standards. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Report section of our report. We are independent of the Association in accordance with the ethical requirements of the Accounting Professional and Ethical Standards Board's APES 110 Code of Ethics for Professional Accountants (the Code) that are relevant to our audit of the financial report in Australia. We have also fulfilled out other ethical responsibilities in accordance with the Code.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis of our opinion.

Emphasis of Matter - Basis of Accounting

We draw attention to Note 1 to the financial report, which describes the basis of accounting. The financial report has been prepared for the purpose of fulfilling the Association's financial reporting responsibilities under the ACNC Act. As a result, the financial report may not be suitable for another purpose. Our opinion is not modified in respect of this matter.

Responsibility of the Board Members for the Financial Report

The Association's Board Members are responsible for the preparation of the financial report that gives a true and fair view and have determined that the basis of preparation described in Note 1 to the financial report is appropriate to meet the requirements of the ACNC Act and the needs of the members. The Board Members' responsibility also includes such internal control as the Board Members determine is necessary to enable the preparation of a financial report that gives a true and fair view and is free from material misstatement, whether due to fraud or error.

In preparing the financial report, the Board Members are responsible for assessing the Association's ability to continue as a going concern, disclosing, as applicable, matters relating to going concern and using the going concern basis of accounting unless the Board Members either intend to liquidate the Association or to cease operations, or have no realistic alternative but to do so.

The Board Members are responsible for overseeing the Association's financial reporting process.

Russell Bedford

Financial 2017-2018 Report

Auditor's Responsibilities for the Audit of the Financial Report

Our objectives are to obtain reasonable assurance about whether the financial report as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with the Australian Auditing Standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of the financial report.

As part of an audit in accordance with Australian Auditing Standards, we exercise professional judgement and maintain professional scepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial report, whether due to fraud
 or error, design and perform audit procedures responsive to those risks, and obtain audit evidence
 that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a
 material misstatement resulting from fraud is higher than for one resulting from error, as fraud may
 involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal
 control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures
 that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the
 effectiveness of the Association's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by Board Members.
- Conclude on the appropriateness of Board Members' use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Association's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial report or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Association to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial report, including the
 disclosures, and whether the financial report represents the underlying transactions and events in a
 manner that achieves fair presentation.

We communicate with Board Members regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

STANTONS INTERNATIONAL AUDIT AND CONSULTING PTY LTD

(Trading as Stantons International)

(An Authorised Audit Company)

Martin Michalik Director

West Perth, Western Australia 29 August 2018



BALANCE SHEET

As at 30 June 2018

	Notes	2018	2017
Current Assets		\$	\$
Cash and cash equivalents	4	3,735,067	3,607,031
Trade and other receivables	5	156,229	134,946
Prepayments		309,678	225,883
Total Current Assets	_	4,200,974	3,967,860
Non-Current Assets			
Other Receivables-Bank Guarantee	6	112,830	67,820
Property, furniture and equipment	7	9,586,373	10,008,458
Total Non-Current Assets	_	9,699,203	10,076,278
Total Assets	_	13,900,177	14,044,138
Current Liabilities			
Trade and other payables	8	1,021,197	822,900
Other	9	671,898	797,731
Provisions	10	2,425,071	2,161,898
Total Current Liabilities		4,118,166	3,782,529
Non-Current Liabilities			
Provisions	11	243,052	257,879
Deferred Income	12	977,855	1,139,339
Bank Loan	13	2,000,001	3,800,001
Total Non-Current Liabilities	. —	3,220,908	5,197,219
TOTAL LIABILITIES	_	7,339,074	8,979,748
Net Assets		6,561,103	5,064,390
Equity			
Accumulated Funds	14	6,358,065	4,861,352
Asset Revaluation Reserve	15	203,038	203,038
Total Equity	_	6,561,103	5,064,390

The accompanying notes form part of the financial statements



INCOME STATEMENT

For year ended 30 June 2018

	Notes	2018 \$	2017 \$
Revenue from Operating Activities			
Commonwealth Grants		16,180,008	14,829,306
State Grants		2,530,213	2,658,694
Other Grants		-	38,728
Fees		1,709,433	1,595,467
Interest Income		67,256	31,883
Other Income		70,988	90,829
Total Revenues from Operating Activities	3	20,557,898	19,244,907
Expenditure from Operating Activities			
Personnel Expenses		14,097,970	13,268,284
Travel Expenses		284,604	291,555
Property Expenses		1,799,048	1,742,148
Operating Expenses		2,941,067	2,945,484
Financial Expenses		101,593	86,100
Total Expenditure from Operating Activities	_	19,224,282	18,333,571
Surplus from Operating Activities	-	1,333,616	911,336
Revenue from Non-Operating Activities			
Deferred Income	3	163,097	163,097
Surplus for the year	-	1,496,713	1,074,433

The accompanying notes form part of the financial statements



STATEMENT OF CHANGES IN EQUITY

For year ended 30 June 2018

	Retained Surplus \$	Asset Revaluation Reserve \$	Total \$
Balance as at 1 July 2016	3,786,919	203,038	3,989,957
Total Surplus for the year	1,074,433		1,074,433
Balance as at 30 June 2017	4,861,352	203,038	5,064,390
Total surplus for the year	1,496,713		1,496,713
Balance as at 30 June 2018	6,358,065	203,038	6,561,103

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STATEMENT OF CASH FLOWS

For year ended 30 June 2018

	Notes	2018 \$	2017 \$
CASH FLOWS FROM OPERATING ACTIVITIES		•	
Commonwealth and State Government grants		18,591,109	17,987,087
Lotterywest grants		-	62,537
Receipts from fees and other income		1,759,138	1,900,701
Interest received		64,578	30,370
Payments to suppliers and employees		(18,474,198)	(18,404,116)
Net cash (used in)/generated from Operating Activities	_	1,940,627	1,576,579
CASH FLOWS FROM INVESTING ACTIVITIES			
Receipts/(Payments) from disposal/trade-in of assets		(5,584)	(5,615)
Receipts from Lotterywest		-	174,099
Payment for land and buildings		-	(183,884)
Payment for equipment/furniture/motor vehicles		-	(39,785)
Net cash (used in)/generated from Investing Activities	_	(5,584)	(55,185)
CASH FLOWS FROM FINANCING ACTIVITIES			
Proceeds from / (Repayment of) borrowings		(1,800,000)	(900,000)
Interest paid		(7,007)	(21,790)
Net cash (used in)/generated from Financing Activities	_	(1,807,007)	(921,790)
Net increase / (decrease) in cash held		128,036	599,604
Cash on hand at the beginning of the financial year		3,607,031	3,007,427
Cash on hand at the end of the financial year	4	3,735,067	3,607,031



NOTES TO THE FINANCIAL STATEMENTS FOR THE YEAR ENDED 30 JUNE 2018

Note 1 - Statement of Significant Accounting Policies

This financial report is a special purpose financial report, which has been prepared in order to meet the requirements of the Board of Relationships Australia (Western Australia) Inc to provide information to its members. The Association is not a reporting entity and is not obliged to adhere to mandatory reporting requirements of Australian Accounting Standards or Urgent Issues Group Consensus Views. Notwithstanding the special purpose reporting status of the Association, the Board has, unless stated otherwise followed generally accepted accounting principles in preparing the results for the year under consideration and have prepared the financial report in accordance with Australian Accounting Standards and Interpretations. The disclosure requirements of the following Australian Accounting Standards have not been followed:

AASB 8 Segment Reporting AASB 117 Leases AASB 119 Employee Benefits

AASB 132 Presentation and Disclosure of Financial Instruments

The financial report covers Relationships Australia (Western Australia) Inc as an individual entity. Relationships Australia (Western Australia) Inc is an association incorporated in Western Australia under the Associations Incorporation Act 1987

The financial report is prepared on an accruals basis and is based on historical costs and does not take into account changing money values or, except where stated, current valuations of non-current assets. Cost is based on the fair values of the consideration given in exchange for assets.

The following material accounting policies, unless otherwise stated, are consistent with those of the previous year.

Tax

The Association is a Public Benevolent Institution and is exempt from income tax under section 50-5 of the Income Tax Assessment Act 1997. Exemption is currently held for payroll tax and FBT and net GST is recoverable from or payable to the ATO and is shown as either a current asset or liability. Revenue and expenses are shown net of GST.

Property, Furniture and Equipment

Each class of property, plant and equipment is carried at cost or fair value less, where applicable, any accumulated depreciation and impairment losses.

Freehold land and buildings are brought to account at their deemed cost as at 1994. Subsequent additions to land and buildings are shown at cost.

The depreciable amount of all fixed assets is depreciated on a straight line basis over the useful lives of the assets to the Association commencing from the time the asset is held and ready for use.

The depreciation rates used for each class of depreciable asset are:

Class of Fixed Asset	Depreciation Rate
Buildings	4%
Electrical and Office Equipment	10% - 20%
Furniture and Fittings	7.5% - 20%
Computer Equipment	7.5% - 33%
Leasehold Improvements	20%
Motor Vehicles	20%

The carrying amount of fixed assets is reviewed annually by the Board to ensure it is not in excess of the recoverable amount of those assets.



WESTERN AUSTRALIA

NOTES TO THE FINANCIAL STATEMENTS FOR THE YEAR ENDED 30 JUNE 2018

The recoverable amount is assessed on the basis of expected net cash flows, which will be received from the assets employment and subsequent disposal. The expected net cash flows have not been discounted to their present values in determining the recoverable amounts.

Revenue

Revenue from fees rendered is recognised when the service is provided.

Revenue from grants received from Government funding organisations is recognised when receivable and is deferred as a liability to the extent that unspent grants are required to be repaid to the funding organisations.

Interest revenue is recognised on a proportional basis taking into account the interest rates applicable to the financial assets.

Capital grants are recognised as non-operating revenue and those related to depreciable assets are classified as deferred income and recognised as income over the periods and in the proportions in which depreciation on those assets is charged.

All revenue is stated net of the amount of goods and services tax.

Employee Benefits

Provision is made for the Association's liability for employee benefits arising from services rendered by employees to balance date. Employee entitlements expected to be settled within one year together with entitlements arising from wages and salaries, annual leave and long service leave which will be settled after one year, have been measured at their nominal amount. Provisions for long service leave are only recognised after an employee has completed 5 years of service.

Contributions are made by the Association to employee superannuation funds.

Leases

Lease payments under operating leases are charged as expenses in the period in which they are incurred.

Note 2. Cumplus for the year from ardinant activities	2018	2017
Note 2 - Surplus for the year from ordinary activities	\$	\$
Surplus for the year has been arrived at after charging the following amounts:		
Bad Debts	27,201	20,085
Depreciation	426,433	429,612
Annual and Long service leave expense for year	1,413,156	1,093,692
Rental on operating leases	625,043	612,720
Auditors' remuneration-audit services	25,290	24,560
Borrowing costs	7,159	16,134
and after crediting the following amount:		
Interest income	67,256	31,883
Note 3 – Revenue		
A) Operating		
Fees charged	1,709,433	1,595,467
Grants received	18,710,221	17,526,728
Interest	67,256	31,883
Other	70,988	90,829
	20,557,898	19,244,907



NOTES TO THE FINANCIAL STATEMENTS FOR THE YEAR ENDED 30 JUNE 2018

2018

2017

Note 3 – Revenue (Cont'd)	2018 \$	2017 \$
B) Non-operating		
Deferred Income	163,097	163,097
	20,720,995	19,408,004
Note 4 – Cash and cash equivalents		
Cash on hand	2,219	2,990
Cash at bank	166,607	204,041
Cash on deposit	3,566,241	3,400,000
	3,735,067	3,607,031
Note 5 – Trade and other receivables		
Trade debtors	163,057	147,069
Less: Provision for doubtful debts	(22,574)	(17,472)
Other Receivables	15,746	5,349
	156,229	134,946
Note 6 - Non Current Other Receivables		
Other Receivables & Bank Guarantee	112,830	67,820
Bank Guarantee held as security deposit against Perth FRC situated at 713 Busselton & other security deposits. Note 7 – Property , Furniture and Equipment	3 Hay Street, Perth a	and 71 Kent St,
Land and buildings (at deemed cost)	10.661,115	10,661,115
Less: Accumulated depreciation	(1,272,106)	(894,838)
Book value	9,389,009	9,766,277
Leasehold improvements (at cost)	44,304	44.304
Less: Accumulated depreciation	(40,777)	(39,834)
Book value	3,527	4,470
Furniture and equipment & Comp/Elect. (at cost)	1.539,272	1.539.272
Less: Accumulated depreciation	(1,379,671)	(1,340,832)
Book value	159,601	198,440
Motor Vehicles (at cost)	80,370	79,279
Less: Accumulated depreciation	(46,134)	
Book value		(40,008)
	34,236	(40,008) 39,271
Work In Progress	34,236	

Note: A sworn valuation undertaken in August 2007 valued the Fremantle property, included in the above values at a deemed cost of \$343,000, at \$1,600,000.

A sworn valuation undertaken in August 2007 valued Relationships Australia WA's interest in the West Leederville property, purchased for \$1,224,300 in December 2005, at \$4,158,000.

In 2015-2016 RAWA purchased 156 Railway Parade, West Leederville for \$7,750,000, funded by bank loan. Lotterywest has provided RAWA with \$1,260,395 building grant for the fit-out of 156 Railway Parade and 22 Southport Street, West Leederville.



NOTES TO THE FINANCIAL STATEMENTS FOR THE YEAR ENDED 30 JUNE 2018

Note 7 – Property, Furniture and Equipment (Cont'd)	2018 \$	2017 \$
MOVEMENTS Land and Duildings	•	
MOVEMENTS – Land and Buildings Opening balance	9,766,277	10,096,213
Acquisitions	5,700,277	49,570
Disposals		·
Depreciation Depreciation - Disposals	(377,268)	(379,506)
Book value	9,389,009	9,766,277
MOVEMENTS - Leasehold Improvements	0,000,000	0,700,271
Opening balance	4,470	5,412
Acquisitions		_
Disposals	(0.42)	(0.40)
Depreciation Depreciation - Disposals	(943)	(942)
Book value	3,527	4,470
MOVEMENTS - Furniture and Equipment & Comp/Elec.		
Opening balance	198,440	238,704
Acquisitions	-	-
Disposals Depreciation	(38,839)	(40,264)
Depreciation - Disposals	(00,003)	(40,204)
Book value	159,601	198,440
MOVEMENTS - Motor Vehicles		
Opening balance	39,271	45,022
Acquisitions Disposals	45,273 (44,182)	68,919 (70,354)
Depreciation	(9,382)	(8,899)
Depreciation - Disposals	3,256	4,583
Book value	34,236	39,271
Work In Progress	-	-
TOTAL	9,586,373	10,008,458
Note 8 – Trade and other payables		
Trade creditors	698,675	561,875
Accrued payroll & expenses Net GST (receivable)/payable	413,892 (91,370)	311,618 (50,593)
not con (rossinatio), payable	1,021,197	822,900

Note 9 – Other Current Liabilities		
Unspent grants	368,697	494,037
Trust Fund - WA Family Pathways Network Deferred Income	135,120	128,892
EAP / FDR & Education Courses	6,597	11,705
Lotteries	161,484	163,097
	671,898	797,731

Attachment D



NOTES TO THE FINANCIAL STATEMENTS FOR THE YEAR ENDED 30 JUNE 2018

Note 10 – Provisions (Current)	2018 \$	2017 \$
Provision for annual leave	942,142	906,552
Provision for long service leave	1,482,929	1,255,346
	2,425,071	2,161,898
Note 11 - Provisions (Non - Current)		
Provision for long service leave	243,052	257,879
	243,052	257,879
Note 12 – Deferred Income (Non – Current)		
Lotterywest Grant	977,855	1,139,339
	977,855	1,139,339

In 2015-16 and 2016-2017 a total grant of \$1,879,243 was provided by Lotterywest for the fit out of 156 Railway Parade and 22 Southport Street, including building modifications, partitioning and office equipment is being recognised as income over the periods and in the proportions in which depreciation on those assets or expenses are charged. Acquisitions have been recognised as assets or expenses in line with RAWA's Asset purchasing policy. Building grant agreements were signed between RAWA and Lotterywest for the grant covering the building fit out (\$1,337,713 of which \$77,318 relates to the residual amount of 2006 grant).

Note 13 – Bank Loan

Bank Loan balance	2,000,001	3,800,001
	2,000,001	3,800,001

In 2015-2016 RAWA opened two (2) five (5) years Better Business loan facilities with Commonwealth Bank of Australia, \$5,425,000 and \$900,000. The \$5,425,000 loan facility is secured against 156 Railway Parade property West Leederville and the \$490,000 facility is secured against 1 Ord St, Fremantle. The loan facilities are interest only payments for 5 years. The facilities allow RAWA to draw and deposit funds at any time without penalty.

Note 14 - Accumulated Funds

Retained Surplus at beginning of year	4,861,352	3,786,919
Surplus for year	1,496,713	1,074,433
	6,358,065	4,861,352

Note 15 - Asset Revaluation Reserve

As a result of the revaluation increment of land and buildings at Fremantle in the year ended 30 June 1994, an Asset Revaluation Reserve of \$203,038 was created in 1993/94.

Note 16 - Related Parties

During the year the following persons have acted as members of the Board.

Chris Lewis (President)
Noelene Jennings (Vice President to August 2017, re-joined as a member May 2018)
Tony Dobbs (Vice President to October 2016, resigned October 2016, re-elected March 2017)
Lucy Bourne (Resigned February 2018)
Luke McNiece
Lisa Wood
Allan Wright



NOTES TO THE FINANCIAL STATEMENTS FOR THE YEAR ENDED 30 JUNE 2018

No Board member received any remuneration during the year in their capacity as a member of the Board.

Note 17 - Economic Dependency

The Association is economically dependent on funding from both State and Federal Governments to continue to provide its services.

Note 18 - Association Details

The principal place of business of the Association is 156 Railway Parade, West Leederville, Western Australia. The number of employees at balance date is 314 (39 full-time, 220 part-time and 55 casual).

Note 19 - Post Balance Sheet Events

There have been no post balance sheet events which would have a material impact on the state of affairs of the Association.

Note 20 - Commitments and Contingencies

As at 30 June 2018, there is a Fairwork unfair dismissal claim made by an ex-employee against RAWA. No provision has been made in these accounts as any payment is expected to be covered by insurance.

The Association has the following operating lease commitments:

		2018 \$	2017 \$
Not later than 12 months Between 12 months and 5 years Greater than 5 years		621,817 713,125	537,076 334,150
	_	1,334,942	871,226

Attachment E

ANNEXURE A

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This Annexure forms part of the lease made between Anna Stavretis atf The Stavretis Property Trust #1 (Lessor) and Relationships Australia Western Australia Inc (Lessee) for the property known as Yoonderup House, 3/71 Kent Street Busselton (Property).

- The lessor shall prior to the date of commencement and at her own cost provide window treatments to external windows, the colour and style of which are at the discretion of the lessor.
- 2. The lessee acknowledges Yoonderup House is listed on the City of Busselton Municipal Heritage Inventory (2013) as PN028 Management Category 1 and is subject the provisions of the Town Planning Scheme 21. The House has been added to the Draft Heritage List. The lessee accepts Yoonderup House in its fully renovated / refurbished state which meets City of Busselton required heritage standards prior to the commencement of this lease. The lessee agrees to maintain the House in its present form and condition throughout the lease and will not permit any works or use on the House which contravenes the City of Busselton Conservation Management Strategy for the House.
- The lessor agrees to waive the rental payable for the period 1st March 2018 until 31st May 2018 but outgoings will be payable throughout this period.

ANNA STAVRETIS

Per Michael Stavretis for Anna Stavretis POA M33381 (28/2/12)

LESSOR

RELATIONSHIPS AUSTRALIA WESTERN AUSTRALIA INC

LESSEE

RELATIONSHIPS AUSTRALIA
WESTERN AUSTRALIA INC

LESSEE

LEASE

"YOONDERUP HOUSE" 3/71 KENT STREET BUSSELTON

ANNA STAVRETIS
aff STAVRETIS PROPERTY TRUST #1
(LESSOR)

And

RELATIONSHIPS AUSTRALIA WESTERN AUSTRALIA LTD (LESSEE)

1 MARCH 2018

Lease For Unit 3 71 Kent Street Busselton

4008 07/17

STANDARD COMMERCIAL/INDUSTRIAL PROPERTY LEASE (PART B)





Not for retail premises or other premises where the Commercial Tenancy (Retail Shops) Agreement Act 1985 applies

Particulars of the Lease

This document incorporates The Real Estate Institute of Western Australia (Inc.) 2017, General Terms and Conditions of the Lease contained in the document attached.

Before using this document please read the notes at the front of the Real Estate Institute of Western Australia (Inc.) 2017 General Terms and Conditions of the Lease.

HISL	EASE is made	1st March		1.11		20 2018
arth	e Premises at	Yoonderup	House, 3/71 Kent Street Busselto	n		TOTAL CONTRACTOR OF THE PARTY O
	Lessor:			um controller		WAARFEL LABINA PLI
		Anna Stavre	etis atf The Stavretis Property Trus	st #1		

	Address:	18 Grebe S	Street Stirling WA 6021			
	Telephone:	Wark		F-14-	Home	
	Facsimile					stava001@iprimus.com.au
	NEA\NJA	67 420 660	379		Mobile	0409 100 924
	Lessee;					
	Full Name:					
	Address:					
	Telephone:	Work			Horne	
	Facsimile				Email	Service and the service and th
	Full Name:	Relationship	ps Australia Western Australia Inc			
	Address:	156 Pailway	y Parade, West Leederville 6007			
	Telephone:		(08) 6164 0112		Home	0439 946 416
		(08) 6270 4				Susanna.Wee@RelationshipsWA.org.au
		·	telationships Australia Western Au	stralia Inc		
		32 105 234				
	Postal Addres	PO Box	1206, West Leederville WA 6901		-	
	Address of Re	egistered Offic	e: 156 Railway Parade, West Lee	ederville 6007		
	Telephone				Mobile	
	Facsimile				Emai!	Annual Maria Annua
	Contact Name	e:	***************************************			

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Lease For Unit 3 71 Kent Street Busselton

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400B 07/17 STANDARD COMMERCIAL/INDUSTRIAL PROPERTY LEASE (PART B) Guarantor: Full Name: Address: Telephone: Mob: Work Home Facsimile: Email: Full Name: Address: Telephone: Home Facsimile: Email: 4. Premises: *The Land *That part of the Land and Building situated at and known as

All land and improvements contained within Lot 1 on Strata Plan 70773 known as Yoonderup House at 3/71 Kent Street Busselton
WA 6280 (as shown on plan attached) which is depicted as crosshatched or coloured on the annexed plan (if any). * Delete the inapplicable 5. Land: Lot 1 /Plan/Strata Plan 70773 and being the whole of the land in Certificate of Title Volume 2929 Folio 532 6. Three (3) years commencing on the Date of Commencement. Date of Commencement: 1st March 20 18 Further terms: Three (3) 20 21 years commencing on 1st March Three (3) months/years commencing on 1st March 20 24 From the Date of Commencement until varied the Rent is § 50,000.00 plus GST per annum, payable by instalments of \$ 4,166.67 per month plus GST per month in advance on the first day of each month. (Rent is exclusive of EST, see clause 30) 10. Rent review dates: During the Term Review Date 1/3/19 - fixed \$52,500 Method E Review Date Method E Review Date 1/3/20 - fixed \$55,000 Method Review Date Method Review Date Review Date Method During the Further Term: Review Date 1/3/24 Review Date 1/3/21 Method A Method A Review Date 1/3/25 - CPI + 1% Review Date 1/3/22 - CPI + 1% Method E Review Date 1/3/23 - CPI + 1% Review Date 1/3/26 - CPI + 1% Method E Insert A,B,C,D or E for the Method of Rent Review.

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Attachment E Lease For Unit 3 71 Kent Street Busselton

STANDARD COMMERCIAL/INDUSTRIAL PROPERTY LEASE (PART B)





ACTO	Ν
SOUTH WEST	

11.	Method of Rent Review:		1700
		10 about it calculated by an a	f the fallender
	Subject to clause 18 the Rent applicable from and including each Rent Review Date specified in Item methods of rent review:	iu above is calculated by one o	r the following
	A Market Rent Review on that Rent Review Date		
	B CPI Rent on that Rent Review Date C The Rent applicable immediately before that Rent Review Date Increased by	of that Rent.	
	The greater of a Market Review and CPI Rent on that Review Date	or that Rent.	
	Year 2 \$52,500+GST, Year 3 \$55,000+GST, If option exercised market review 1/	3/21 and 1/3/24, otherwise	annually at CP
12.	Lessor Chattels:		
	The Lessors Chattels included in the Lease are:		
	Air conditioning, floor coverings, window treatments, front signage, front garden artwo	rk	
13.	Rate of Interest:		
13.	15% per annum calculated on a daily basis.		
14.	Painting and decorating intervals:		
	Within three (3) months before the end of eath Term and Further Term granted or at earlier Termina	ition.	
15.	Public Risk Insurance:		
	\$20 million unless stated otherwise		
16.	Nature of Business and Permitted use:		
	The Permitted Use of the business is		
	Office and consultancy		

17.	Outgoings Payable by the Lessee:	THELEGEO	THE LESSEE
		THE LESSOR AGREES TO PAY	AGREES TO PAY
(a)	Water Drainage and Sewerage Rates	(DENOTE WITH X)	(DENOTE WITH X
(b)	Local Authority Rates including fire services levy		×
(c)	Land Tax and MRIT		- ^
(d)	Interest Charges on Outstanding Rates and Taxes	x	^
(e)	Water Consumed Beyong Allowance		×
(f)	Fire Services		×
(g)	Cleaning, Including Window and Rubbish Removal		×
h)	Grounds Repairs and Maintenance		×
(i)	Building Repairs and Maintenance of a Non-Structural Nature		x
(j)	Building Insurance		x
(k)	Plate Glass Insurance		×
(1)	Public Liability Insurance (to a minimum of \$10 million).		x
(m)	Property Management Fees		x
n)	Common Area, Lighting and Power		x
(a)	Security Tailor Deviators		x
p)	Toilet Requisites		×
(q) (4)	Hot Water Systems Running and Repairs and Maintenance		x
(r) (s)	Electricity and Gas and Telephone Services Consumed in the leased Premises Air-conditioning Running and Repairs and Maintenance		×
(t)	Escalator & Lift: Running and Repairs and Maintenance		x
	Strata Company Levy		x
	Pest Control		×
(u) (v)			
v)	1 SACCOMM		
v) w)	1 34 (37)		
v) w) x)		1 / J	
(v) (w) (x) (y)			- Alberton Miller and Alberton
(v) (w) (x) (y)	Security Bond: \$ Nil		
v) w) x) y)		cising of Option to Renew	

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12.1

Attachment E

400B 07/17 STANDARD COMMERCIAL/INDUSTRIAL **PROPERTY LEASE (PART B)** ACCEPTANCE SIGNED BY THE LESSOR OR THE LESSOR'S AGENT SIGNED BY THE LESSOR OR THE LESSOR'S AGENT (individual) (individual) SIGNED by SIGNED by ANNA STAVRETIS (FULL NAME) (FULL NAME) Signature in the presence of: Signature of Witness Signature of Witness JAMES CHAISTOU Full name of Witness 34 KOOKABOZAA ST STELLENG WA 6001 Address of Witness Address of Witness CP4 Occupation of Witness Occupation of Witness (Corporation) (Corporation) Full Name of Corporation Full Name of Corporation EXECUTED BY THE LESSOR PURSUANT EXECUTED BY THE LESSOR PURSUANT TO ITS CONSTITUTION AND THE CORPORATIONS ACT TO ITS CONSTITUTION AND THE CORPORATIONS ACT Sale / Director Director / Secretary Full Name of Director Full Name of Director / Secretary

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Lease For Unit 3 71 Kent Street Busselton

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400B U7/17 STANDARD COMMERCIAL/INDUSTRIAL **PROPERTY LEASE (PART B)** ACCEPTANCE SIGNED BY THE LESSEE SIGNED BY THE LESSEE (individual) (individual) SIGNED by SIGNED by (FULL NAME) (FULL NAME) Signature Signature in the presence of: Signature of Witness Signature of Witness Full name of Witness Print full name of Witness Address of Witness Address of Witness Occupation of Witness Occupation of Witness (Corporation) (Corporation) Relationships Australia Western Australia Inc Relationships Australia Western Australia Inc Full Name of Corporation Full Name of Corporation ABN 32 105 234 326 ABN 32 105 234 326 EXECUTED BY THE LESSEE PURSUANT EXECUTED BY THE LESSEE PURSUANT TO ITS CONSTITUTION AND THE CORPORATIONS ACT TO ITS CONSTITUTION AND THE CORPORATIONS ACT Sole / Director Director / Secretary ANTHONY ONEN JOBES TERRI REILLY Full Name of Director Full Name of Director / Secretary

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Attachment E Lease For Unit 3 71 Kent Street Busselton

400B 07/17

STANDARD COMMERCIAL/INDUSTRIAL



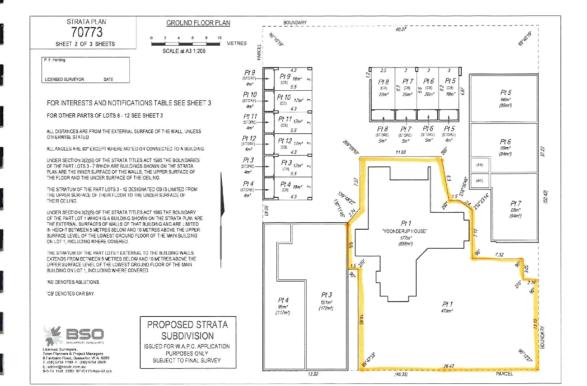




ED BY THE GUARANTOR	SIGNED BY THE CUARANTOR
idual)	(individual)
l by	SIGNED by
(FULL NAME)	(FULL NAM
Signature	Signatu
resence of:	In the presence of:
Signature of Witness	Signature of Witner
Full name of Witness	Frint full name of Witnes
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standard commercial/industrial property lease (part a)







STANDARD COMMERCIAL/INDUSTRIAL PROPERTY LEASE (PART A)

Not for retail premises or other premises where the Commercial Tenancy (Retail Shops) Agreement Act 1985 applies

2006 General Terms and Conditions of the Lease

This document incorporates the Particulars of the Lease contained in the document attached.

IMPORTANT - read the following before using this document

- This lease contains two documents, the General Terms and Conditions of the Lease (Part A), and the Particulars of the Lease (Part B) specific to the subject property. Both documents and any necessary attachments must be received by all parties signing to the Lease.
- Complete all the appropriate items of the Particulars of the Lease. (Document attached)
- This lease is suitable for use where the leased premises comprise:
 - the whole of lessors's land; or
 - part of the lessor's land.

In either case the "Premises must be identified by making the appropriate deletion in Item 4 of the Particulars of the Lease. Where the leased premises comprise part of the land they must be identified on a plan by colouring them and the plan must be annexed to the lease.

- Any additions (e.g. at item 19 of the Particulars of the Lease) should be initialed by all parties.
- Any deletions or omissions should be struck through and initialled by all parties.
- · At item 19 of the Particulars of the Lease if there is insufficient room, insert words like
- "refer annexation/s" and annex the appropriate item/s.
- Any annexations should:
 - contain the preamble "this is the annexation referred to in the relevant item number of the Particulars of the Lease of (premises) between (lessor) and (lessee)".
 - be initialled by all parties, and
 - be firmly attached to the lease.

Lease For Unit 3 71 Kent Street Busselton

standard commercial/industrial property lease (part a)







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THIS LEASE made

BETWEEN

The Lessor described in item 1 of the Particulars of the Lease ("Lessor")

AND

The Lessee described in item 2 of the Particulars of the Lease ("Lessee")

AND

The Guarantor described in item 3 of the Particulars of the Lease ("Guarantor")

OPERATIVE PART

The Lessor LEASES the Premises and the Lessor's Chattels to the Lessee and the Lessee ACCEPTS the Premises and the Lessor's Chattels on lease SUBJECT to the Encumbrances and for the Term RESERVING to the Lessor the Lessor's Rights and the Lessor and the Lessee COVENANT and AGREE to observe and perform the Terms and Conditions.

The Guarantor ACKNOWLEDGES that

- the Guarantor has requested the Lessor to grant this Lease and will receive valuable consideration for giving the Guarantee and Indemnity; and
- 2. It is a condition of the Lessor granting this Lease that the Guarantor grants the Guarantee and Indemnity.

TERMS AND CONDITIONS

1. Definitions

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

"Act" means any statute for the time being enacted and all re-enactments, substitutions, modifications, regulations, by-laws, requisitions, notices and orders made to or under any act from time to time by any Authority;

"Address" means the address specified in Item 1 of the Particulars or any other address which the Lessor by notice to the Lessee nominates:

"<u>Air Conditioning Plant</u>" means all compressors, condensors, chillersets, pumps, pipe works, switchboards, wiring, thermostats, controls, cooling towers, air handling units and duct work used for the production and reticulation of chilled water and conditioned air for the Building but does not include any air conditioning plant or equipment which is part of the Lessee's Property;

"Appointed Valuer" means a Valuer appointed under clause18.7;

"Authority" means a statutory, public or other competent authority;

"Building" means the building and all other improvements and structures erected on the Land;

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

"Common Area" means that part of the Land and Building(if any) set aside by the Lessor for use by the Lessee and other occupants of the Building and includes any part of it;

"Common Area Rules" means the rules made by the Lessor from time to time relating to the conduct of lessees and the operation, use and occupation of the Land and which are consistent with this Lease;

"Co-surety" means in relation to a Guarantor, any other person named as Guarantor or who otherwise guarantees payment of the Money,

"CPI" means the consumer price index compiled by the Australian Bureau of Statistics for Perth (Capital City) (all groups index numbers) or if that index is suspended or discontinued, the index substituted for it by the Australian Statistician;

"CPI Rent" means the Rent as determined in accordancewith clause18.10:

"Current CPI" means in respect of a Rent Review Date, the CPI number last published before that date or if the Lessor appoints an actuary to select or determine an index in accordance with clause18.10 the number certified by the actuary.

standard commercial/industrial property lease (part a)





"Date of Commencement" means the date specified in Item 7 of the Particulars;

"Encumbrances" means all mortgages, writs, warrants, caveats, easements, restrictive covenants and other instruments noted on the certificate of title for the Land:

"Event of Default" means the occurrence of any of the following events:

- (a) the Lessee repudiates or commits a fundamental breach of this Lease;
- (b) any Money is unpaid for seven (7) days after notice of non-payment is given;
- a breach of the Lessee's Covenants is not remedied to the Lessor's reasonable satisfaction within fourteen (14) days after notice of the breach is given;
- (d) a judgment, order or an encumbrance is enforced, or becomes enforceable against any property of the Lessee; or
- (e) the happening of any one of the following events in relation to the Lessee or a Guarantor:
 - an application is made to a court that the Lessee or the Guarantor be wound up or a provisional liquidator be appointed or that it be wound up voluntarily or by the Court or a provisional liquidator or administrator is appointed;
 - (ii) the Lessee or Guaranter proposes to enter into or enters into any form of arrangement (formal or informal) with its creditors or any of them:
 - (iii) a receiver or receiver and manager is appointed to any of the assets of the Lessee or Guaranton
 - (iv) the Lessee or the Guarantor becomes insolvent or is unable to pay its debts with in the meaning of the Corporations

 Act: or
 - (v) the Lessee or the Guarantor becomes an insolvent under administration as defined in the Corporations Act;

"Further Term" means each further term specified in Item 8 of the Particulars:

"CST" means a goods and services tax payable under the GST Act or which is or may be levied or assessed or become payable in respect of Rent, Cutgoings or in connection with the supply of the Premises or any goods, services, facilities or other things by the Lesser under this Lease or any extension, renewal or nolding over

"GST.Act" means A New Tax System (Goods and Services) Act 1999 and transitional and amending and associated acts and regulations.

"Guarantee and Indemnity" means the guarantee and indemnity in clause24;

"insured Risk" means fire, explosion, earthquake, aircraft, riot, civil commotion, flood, lightning, storm, tempest, act of God, fusion, smoke, rainwater, water leakage, impact by vehicles, machinery breakdown and malicious acts or omissions and any other event which is insured against under this Lease including all other risks which the less or considers to be necessary or expedient but an event is not an Insured Risk to the extent that the insured Lessor must bear any loss, damage or expense caused or contributed to by the event under an 'excess" provision in the insurance policy;

"Interest" means interest calculated at the rate specified in Item 13 of the Particulars on daily balances of overdue Money from the due date for payment of the Money for so long as the Money remains unpaid;

"Land" means the land described in Item 5 of the Particulars;

"Lease" means this lease as supplemented or varied from time to time

"Legal Practice Act" means the Legal Practice Act (WA);

"Lessee's Business" means the business of the Lessee carried on at the Premises;

"Lessee's <u>Lovenants</u>" means the covenants, agreements and duties contained or implied in this Lease or imposed by law to be observed and performed by any person other than the Lessor;

"Lessee's Property" means any plant or equipment, fixtures, fittings, furniture or furnishings or other property not owned by the Lessor or any predecessor in title to the Lessor and which the Lessee or a Licensee brings onto or fixes to the Premises with the consent of the Lessor;

standard commercial/industrial property lease (part a)

Attachment E





"Lessee's Rights" means the right to use:

- (a) the Lessor's Property;
- (b) the Services supplied to the Premises; and
- if this Lease is in respect of part of the Land only, the Common Area (if any) in common with the Lessor and any other person authorised by the Lessor; and

all rights in favour of the Lessee contained or implied in this Lease;

"Lessee's Share" means that share which bears the same proportion to the whole as the area of the Premises bears to the total lettable area of the Building as specified by the Lessor from time to time:

"Lessor's Chattels" means the things specified in Item 12 of the Particulars:

"Lessor's Property" means all plant and equipment, fixtures, fittings, furniture and furnishings in or fixed to the Premises that are not Lessee's Property including

- the Air Conditioning Plant: (a)
- (b) glassand plate glass:
- (c) floor and window coverings;
- (d) partitioning;
- (e) light fittings:
- (f) lavatories;
- sinks; (g)
- (h) drains;
- (i) sewerage and plumbing facilities;
- (j) gas and electrical installations and facilities; and
- the Lessor's Chattels

"Lessor's Rights" means:

- the right to install in the Premises and use cables, pipes and wires for the supply of a Service for the Premises or any (a) adjoining property; and
- (b) all rights in favour of the Lessor contained or implied in this Lease or granted by law:

"Licensee" means:

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

"Managing Agent" means any person or firm appointed by the Lessor from time to time to manage the building.

"Market Ren:" means the market rent for the Premises as determined in accordance with clause 18.7 by the Appointed Valuer;

"Market Rent Review" means a review of the Rent pursuant to clause 18.2 to 18.9;

"Market Rent Review Date" means a date when a Market Rent Review occurs;

"Metropolitan Region" means the region described in the Metropolitan Region Town Planning Scheme Act 1959;

"Money" means the Rent and any other money payable by the Lessee under this Lease including without limitation money payable during any period of holding over or while the Lessee occupies or is entitled to occupy the Premises under any other legal or equitable right or tenancy or as a trespasser and includes anypart of it;

"Operative Part" means the operative part in this Lease mentioned above:

Lease For Unit 3 71 Kent Street Busselton

standard commercial/industrial property lease (part a)







"Gutgoings" means the Lessor's outgoings payable by the Lessee as specified in Item 17 of the Particulars;

"Particulars" means the particulars in this Lease mentioned below:

"Permitted use" means the use specified in Item 16 of the Particulars:

"Premises" means the Premises described in Item 4 of the Particulars:

"Previous CPI" means in respect of a Rent Review Date, the CPI number last published before the later of the Date of Commencement and the last preceding Rent Review Date or if the Lessor appoints an actuary to select or determine an index under clause 18.10 the number certified by the actuary;

"Rates and Taxes" means:

- (a) (i) council rates and charges including, but not limited to, rubbish removal rates and charges; and
 - water, drainage and sewerage rates including, but not limited to, meter rents, charges for the disposal of storm water, and water charges;

levied, charged, assessed or imposed in respect of any part of the Premises or the ownership or occupation of any part of the Premises

- (b) State Land Tax; and
- (c) where the Land is situate in the Metropolitan Region, Metropolitan Region Improvement Tax ("MRIT") assessed on the Lessor in respect of the Land;
- (d) fire services levy and any other levy that is part of sub-clausea, b, and c

"Real Estate and Business Agents Act" means the Real Estate and Business Agents Act 1978;

"Rent" means the rent specified in Item 9 of the Particulars as varied from time to time under this Lease and payable pursuant to clause3.1;

"Rent Review Date" means each date for each rent review method mentioned in Item 10 of the Particulars;

"<u>Reviewed Rent</u>" means the Rent on review by a method referred to in Item 10 and 11 of the Particulars and determined in accordance with clause 18:

"Security Bond" means the money paid or payable pursuant to clause 31 and specified in Item 18 of the Particulars;

"Service" means a service running through or serving the Premises including air conditioning, power, water, gas, telecommunications, fire equipment, sewerage and public address;

"State Land Tax" means land tax assessed on the Lessor in respect of the Land and calculated on the basis that the Land is the only land of which the Lessor is the owner within the meaning of the Land Tax Assessment Act 1976;

"Terms and Conditions" means these Terms and Conditions:

"Term" means the term specified in Item 6 of the Particulars and any further Term;

"Termination" means expiry of the Term by effluxion of time or sooner determination of the Term;

"Valuer" means a valuer who is a full member of not less than five (5) years standing of the Australian Property Institute (WA Division) and who has been actively engaged in Western Australia for not less than five (5) years at the time of his appointment under clause 18.7 in valuing commercial and industrial premises.

2. Interpretation

2.1 Headings

Except in the Particulars, headings are inserted for ease of reference only and do not affect the interpretation of this Lease.

2.2 Last day not a Business Day

When the day on or by which any act, matter or thing is to be done is not a Business Day in the place where that act is to be done, the act, matter or thing may be done on the next following Business Day in that place.

2.3 Joint and several covenants

If a party is two or more persons, the covenants and agreements on their part bind them jointly and each of them severally

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2.4 Extended References

unless stated otherwise, a reference to

- a party includes the executors, administrators, personal representatives, successors, and assigns, of that iparty or if
 a party is two or more persons, those of each of them; and
- (b) a person includes a body corporate and vice versa.

2.5 Reference to Statutes

A reference to an Act of Parliament includes a reference to each regulation, ordinance or by-law made under that Act and all statutes, regulations, ordinances and by-laws amending, consolidating or replacing any of them.

2.6 Number and gender

Words in the singular number include the plural and vice versa and words of one gender include each other gender.

2.7 Professional Body

A reference to a professional body includes a success or to or substitute for that body.

2.8 Lessee's Covenants

unless stated otherwise, a covenant by the Lessee not to do or omit to do any act or thing requires the Lessee to ensure compliance with the covenant by any Licensee.

3. Rent and Other Outgoings

3.1 Rent

- (a) The Lessee will pay to the Lessor the Rent by equal monthly installments in advance on the Date of Commencement and then on the first day of each month during the Term to the Address except that the first and last payments shall be apportioned on a daily basis if they are in respect of less than a month.
- (b) The Rent shall be paid punctually without any deductions or set-offs.

3.2 Outgoings

The Lessee will pay:

- (a) to the Lessor; or
- (b) If the Lessor requests the Lessee to pay an Authority, then to that Authority,

the Outgoings within ten (10) Business Days of demand by the Lessor to the Lessee. If the Premises comprise part of the Land or Building and any of the Outgoings are not separately assessed for the Premises the amount payable by the Lessee is the Lessee's Share of the Outgoings.

3.3 Utilities

The Lessee will pay to the relevant Authority all utility charges separately assessed in respect of the Premises including, but not limited to, electricity, gas and other power and light charges and expenses including charges and assessments for use, installation charges and rents within ten (10) Business Days of receipt by the Lessee of each accountissued by an Authority for those charges.

3.4 Managing Agent's fees

The Lessee will pay:

- (a) to the Lessor; or
- (b) if the Lessor requests the Lessee to pay the Managing Agent directly, then to the Managing Agent, the fees of the Managing Agent within ten (10) Business Days of service by the Lessor on the Lessee of the Managing Agent's statement of account but if the Premises comprise part of the Land or Building and the Managing Agent's fees are not separately charged for the Premises, the amount payable by the Lessee is the Lessee's Share of the Managing Agent's fees.

3.5 Services

The Lessee will pay to the Lessor on demand the costs and expenses reasonably and properly incurred by the Lessor in providing the Services but if the Premises comprise part of the Land or Building the amount payable by the Lessee is the Lessee's Share of those costs and expenses.

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3.6 Invoice of Outgoings

The Lessor may either

- (a) estimate the Outgoings and issue equal calendar monthly installments of Outgoings in accordance with a statement forwarded by the Lessor or the Lessor's Agent on an annual basis which will be adjusted at the expiration of the year ending 30 june each year and pro-rated should the period be less than a full twelve (12) months, or
- (b) forward to the Lessee the invoice for the payment of part of the Outgoings from time to time.

4. Maintenance, Redecoration and Cleaning

4.1 Maintain and Repair

Subject to clause 4.2, the Lessee shall:

- (a) maintain, replace, repair and renovate the Premises and the Lessor's Property so that the Premises and the Lessor's Property are at all times kept in good condition
- (b) maintain that part of any drains, pipes, and other conduits originating in or connected to the Premises in a clean, clear band free flowing condition;
- (c) regularly clean and maintain any grease traps serving the Premises, whether or not within the Premises; and
- (d) promptly clean all blockages in the drains, pipes, other conduits and grease traps.

4.2 Exceptions

Unless specified otherwise in the Particulars the Lessee need not maintain, replace, repair or renovate in respect of:

- (a) fair wear and tear
- (b) damage caused by an insured Risk unless the insurance moneys are rendered irrecoverable by an act or omission of
- (c) structural damage or defects not caused by a negligent or unlawful act or omission of the Lessee or a Licensee;

4.3 Manner of Lessee's work

The Lessee shall carry out all the Lessee's obligations under clause 4.1 in a proper and workmanlike manner and with materials of the same or similar quality to those used at the Date of Commencement.

4.4 Air Conditioning Plant

If the Premises comprise the whole of the Land the Lessee shall effect and keep in force a contract with a reputable air conditioning service company for the regular repair and maintenance of the Air Conditioning Plant.

4.5 Electric Globes

The Lessee shall replace all electric globes and fluorescent tubes in the Premises which fail for any reason.

4.6 Paint and decorate

The Lessee shall paint and redecorate the Premises with materials and to standards reasonably approved by the Lessor at the intervals specified in Item 14 of the Particulars.

4.7 Clean

The Lessee shall

- (a) keep the Premises clean and free from rubbish;
- (b) store all rubbish in a hygienic manner in a receptacle designed for that type of, rubbish; and
- (c) remove on a regular basis any rubbish of a kind not removed by the local authority.

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4.8 Lessee's Property

The Lessee shall maintain the Lessee's Property in clean and good condition.

5. Alterations

The Lessee shall not make any alteration or addition to or demolish any part of the Premises without the prior written consent of the Lessor which consent may not be withheld unreasonably having regard to the Permitted use.

6. Trading Hours

The Lessee shall keep the Premises open for business during the usual business hours generally applicable to a business comparable to the Lessee's Business.

7. Use of the Premises

7.1 General

The Lessee shall not use any part of the Premises for any purpose other than the Permitted use.

7.2 Acknowledgment

The Lessee acknowledges that the Lessee:

- (a) has not relied on any warranty or representation from the Lessor as to how the Premises may be used;
- (b) is aware of all prohibitions or restrictions on the use of the Premises and
- (c) will obtain all necessary approvals necessary to carry on the Lessee's Business from the Premises.

7.3 Chemicals and inflammable substances

The Lessee shall not, except for reasonable quantities for normal applications in connection with the use of the Premises permitted by the Lessor, use or store any chemical or inflammable substance within the Building.

7.4 Compliance

Subject to clause 7.5 the Lessee will comply on time with all lawful requirements and orders of an Authority and all Acts applying to the Premises and the use and occupation of the Premises and will obtain, renew on time and comply with any consent, illeence or authority necessary for the Lessee to carry on the Lessee's Business at the Premises.

7.5 Structural Works

Despite clause?.4 the Lessee need not carryout work of a structural nature in complying with the requirements and orders of an Authority or an Act except works made necessary by the nature of the Lessee's Business or the Lessee's use or occupation of the Premises or to repair structural damage caused by the negligent or unlawful act or omission of the Lessee or a Licensee.

8. Lessee's Insurance Obligations

8.1 Maintain insurance

The Lessee will unless otherwise agreed effect and maintain with an insurance office approved by the Lessor in respect of the Premises:

- (a) in the names of the Lessor and the Lessee and any mortgagee of the Land or if that is not possible then in the name of the Lessee noting the Lessor and mortgagee's interest for their respective rights and interests:
 - (i) public risk insurance to a sum insured of at least the amount set out in Item 15 of the Particulars; and
 - plate glass insurance to a sum insured of at least the full insurable value of the plate glass comprised in the Premises;

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- insurance of the Lessee's Property to the full insurable value against theft, fire, explosion, earthquake, aircraft, riot, civil commotion, flood, lightning, storm, tempest, act of Cod, fusion, smoke, rainwater, water leakage, impact by vehicles, machinery breakdown and malicious acts or omissions; and
- (c) employers' indemnity insurance including workers' compensation and common law insurance for the Lessee's employees.

8.2 Premiums

unless otherwise agreed the Lessee shall pay all premiums and other costs of effecting policies of insurance under:

- (a) clause 8.1; and
- (b) clause 12.2, but if the Premises comprise part of the Land and a policy is taken out in respect of the whole of the Building the Lessee is only liable for the Lessee's Share of the premium.

8.3 Copy of policy and certificate of currency

If the Lessee is required to effect and maintain insurance under clause8 the Lessee shall if required by the Lessor provide a copy of the policy and a certificate of currency to the Lessor.

8.4 Increased rate of premium

The Lessee shall

- (a) not without the Lessor's consent bring to or keep anything or do or omit to do any act on the Premises
 which might increase the rate of premium or render any insurance in respect of the Premises void or voidable; and
- (b) If the Lessee brings or keeps any thing on the Premises or does or cmits to do any act on the Premises, which increases the rate of premium pay the increased premium

9. Lessee's Indemnities

9.1 General indemnity

Subject to clause 9.2 the Lessee indernnifies the Lessor against any loss, liability, costs or expenses incurred or suffered by the Lessor or any employee, officer or agent of the Lessor arising from or in connection with:

- (a) any damage to the Premises or any loss of or damage to anything in it or near it; or
- (b) any injury to any person in or near the Premises,

to the extent caused or contributed to by the act or omission of the Lessee or a Licensee.

9.2 Limit of Lessee's liability to indemnify

The Lessee is not liable to indemnify the Lessor under clause9.1 if and to the extent that payment of insurance money under the Lessor's insurance policies in respect of that damage, loss or expense is:

- (a) received by the Lessor; or
- (b) refused or reduced by reason of an lact or omission of the Lesson

9.3 Costs and expenses

The Lessee shall pay to the Lessor on a full indemnity basis the reasonable legal costs and expenses, not exceeding the scale prescribed under the Legal Practitioners Act, payable by the Lessor of and incidental to the instructions for and the preparation, completion and stamping of:

- (a) this Lease; and
- (b) any other document required by this Lease.

9.4 Lessee to indemnify for breach

The Lessee indemnifies the Lessor against any liability or loss arising from, and any costs, charges and expenses incurred in connect on with, an Event of Default including without limitation reasonable legal costs and expenses on a full indemnity basis, not exceeding the scale prescribed under the Legal Practitioners Act, payable by the Lessor, including legal costs and expenses for the preparation and service of a notice under section 81 of the Property Law Act requiring the Lessee to remedy a breach of the Lessee's Covenants even if forfeiture for breach is avoided otherwise than by relief granted by the Court.

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9.5 Lessee to indemnify as result of early termination

If an Event of Default occurs and as a consequence this Lease is terminated, the Lessee indemnifies the Lessor against any liability or loss arising from, and any costs, charges and expenses incurred:

- (a) in connection with the Lessor re-entering the Premises;
- (b) because the Lessor will not receive the benefit of the Lessee performing the Lessee's Covenants from the date of termination until expiry of the Term; and
- in connection with anything else relating to that termination, including without limitation, in the Lessor attempting
 to mitigate its loss,

whether before or after termination of this Lease, including in each case, without limitation, reasonable legal costs and expenses on a full indemnity basis, not exceeding the scale prescribed under the Legal Practitioners Act, payable by the Lesson.

9.6 Calculation of the benefit of Lessee not performing Lessee's Covenants

The benefit of the Lessee not performing the Lessee's Covenants is to be calculated on the assumption that this Lesse continues in force until the expiration of the Term (excluding any further Term) and taking into account the provisions of this Lesse relating to the Money.

9.7 Lessee's indemnities not affected

The indemnities under clauses 9.5 and 9.6 are not affected by:

- (a) the Lessor re-entering the Premises or otherwise terminating this Lease;
- (b) the Lessor accepting the Lessee's repudiation:
- (c) the Lessee abandoning or vacating the Premises; or
- (d) the conduct of either party constituting a surrender by operation of law.

9.8 Indemnitiés

In relation to or pursuant to each of the indemnities in this Lease:

- each indemnity is a continuing obligation, separate and independent from the other obligations of the Lessee and survives expiry or termination of this Lease;
- (b) it is not necessary for the Lessor to incur expense or make payment before enforcing a right of indemnity; and
- (c) the Lessee shall pay to the Lessor an amount equal to any loss, liability, costs or expenses suffered or incurred by any employee, officer or agent of the Lessor.

10. Lessee's Obligation to Give Vacant Possession

10.1 Vacate on Termination

On Termination or termination of any period of holding over under this Lease the Lessee shall:

- (a) vacate the Premises;
- (h) leave the Premises in a condition complying with the Lessee's Covenants; and
- (c) surrender all keys for the Premises to the Lessor.

10.2 Removal of Lessee's Property

The Lessee shall remove the Lessee's Property from the Premises when the Premises are vacated under clause10.1 and promptly make good in a proper and workmanlike manner any damage caused by that removal.

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10.3 Reinstatement

If the Lessee makes any alterations or additions to the Premises (whether or not the Lessor has approved them) the Lessee shall reinstate the Premises before Termination or termination of any period of holding over under this Lease.

11. Lessee's General Obligations

11.1 Positive obligations

The Lessee shall:

- (a) carry on the Lessee's Business in a proper and efficient manner;
- (b) observe the maximum floor loading weights for the Premises:
- (c) if the Lessee has lodged a caveat not prohibited by clause11.2(k):
 - (i) consent to any dealing relating to the Land and provide any documents that are necessary to permit registration of that dealing immediately after the Lessee has been given the documents or assurances that it reasonably requires to protect its rights under this Lease and the Lessor may require that the documents or assurances be prepared by the Lessor's solicitors provided that the Lessor pays the Lessor's solicitors' costs; and
 - (ii) withdraw the caveation the expiry of the Term or upon an assignment of this Lease; and
- (d) if there is any Common Area observe the Common Area Rules.

11.2 Negative obligations

The Lessee may not, without the Lessor's approval:

- do anything in or about the Premises or the Building which is illegal, noxious, offensive or audibly or visually a nuisance to the Lessor or the owner or occupier of an adjoining property;
- (b) carry out works which interfere with the Services (unless the Lessor has approved the contractor and the plans and specifications of the proposed work), or otherwise interfere with the Services;
- (c) obstruct access to or overload the Services;
- (d) use any method of heating, coolingor lighting the Premises other than those provided by the Lessor;
- (e) use any facilities in or about the Premises or the Building including any lavatory, sink, drain or other sewerage or plumbing facility and any gas or electrical fitting or appliance for any purpose other than that for which it was designed;
- (f) construct or place any sign or advertisement whether fixed or free standing on any part of the Premises unless of appropriate design or size for the Premises and the surrounding area and complying with the requirements of the localauthority;
- (g) hold auction, bankrupt, fire or closing down sales in the Premises;
- (h) use the Premises as a residence;
- (i) keep any live animal or bird on the Premises;
- grant concessions, licences or otherwise give permission to any person to carryon the Lessee's Business in the Premises:
- (k) lodge or permit to exist a caveat on the title of the Land except a caveat noting the Lessee's "subject to claim" interest under this Lease and any option to renew the Term;
- make holes in or otherwise interfere with the walls in the Premises except so far as is reasonably necessary to fix
 or place signs, advertisements, blind awnings or shop fittings approved by the Lessor which approval shall not be
 unreasonably withheld;
- (m) burn any rubbish on the Premises except in an incinerator and in a place approved by the Lessor and the local authority for that purpose; or
- (n) If there is any Common Area, obstruct the Common Area.

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12. Lessor's Obligations

12.1 Quiet enjoyment

Subject to the Lessor's Rights, the Lessee may quietly hold the Premises and enjoy the Lessee's Rights during the Term without any interruption or disturbance from the Lessor or any person lawfully claiming through or under the Lessor, if the Lessee observes and performs the Lessee's Covenants.

12.2 Lessor's insurance obligations

The Lessor shall unless otherwise agreed effect and maintain in the names of the Lessor and any mortgagee of the Land for their respective rights and interests insurance of the Premises and the Building against:

- (a) the insured Risks for the full reinstatement costs of the building:
- (b) loss of rent for a period of not more than 12 months and outgoings including Rates and Taxes;
- (c) demolition and removal of debris;
- (d) architects' and other consultants' fees and:
- (e) claims under workers' compensation and statutory liability by employees of the Lessor working in or about the Premises.

If the Lessor is required to maintain and effect insurance under clause 12.2 the Lessor shall if required by the Lessee provide a copy of the policy and a certificate of currency to the Lessee.

12.3 Structural works

The Lessor shall perform in a proper and workmanlike manner any structural works to the Building which are required to keep the Premises maintained in good condition or to comply with the requirements of an Authority unless the Lessee is required to perform the structural works under this Lease.

12.4 Common Area and Supply of Services

Subject to the Lessor's Rights, the Lessor shall take reasonable steps to clean, light and maintain the Common Area(if any) and to ensure that the Services are properly supplied to the Premises.

12.5 No right of Termination by Lessee

Despite clauses 12.2, 12.3 and 12.4, the Lessee may not terminate this Lease or cease or reduce payments under this Lease arising from a breach of clause 12.2, 12.3 or 12.4.

12.6 <u>Limitation of Lessor's obligations</u>

The Lessor's obligations under this Lease bind only the person holding the reversionary estate in the Land immediately expectant on the expiry of the Term and only render the Lessor liable in damages when the act, omission or default giving rise to damages occurs while the Lessor is the registered proprietor of the Land.

12.7 <u>Limitation of Lessor's liability</u>

If the Lessor holds the Land as the trustee of a trust, then the Lessor's obligations under this Lease only bind the Lessor while the Land is an asset of that trust and the liability of the Lessor is limited to the net value of the assets held by the Lessor as trustee of that trust.

13. Lessor's Rights

13.1 Right to enter

The Lessor or a person authorised by the Lessor may enter the Premises at all times and without notice if there is an emergency, but otherwise at all reasonable times after giving the Lessee at least seven (7) days notice of entry for any one of the following purposes.

- (a) view the state of repair of the Premises and to ensure compliance with the Lessee's Covenants;
- (b) maintain or repair the Premises;
- (c) maintain, repair or alter the Services;

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- (d) comply with any requirement or notice of an Authority in relation to the Premises for which the Lessee is not responsible under this Lease; or
- (e) remove harmful substances

13.2 Inspection by prospective lessees or purchasers

The Lessor or a person authorised by the Lessor may, after giving the Lessee reasonable notice of entry or display:

- enter the Premises when open for trading to allow prospective purchasers or tenants of the Premises to inspect the Premises; and
- (b) display, during the last three (3) months of the Term, in the Premises a "for Lease" sign.

13.3 Avoid inconvenience

If the Lessor exercises the Lessor's power of entry under clause 13.1 or 13.2 the Lessor shall do all that is reasonable in the circumstances to avoid causing undue inconvenience to the Lessee.

13.4 Easements or other rights

The Lessor may grant easements or other rights over the Premises to a person on any terms and for any purpose unless the Lessee establishes that the use of the easement or exercise of the right would substantially derogate from the enjoyment of the Lessee's Rights by the Lessee.

13.5 Lessor may rectify

The Lessor may do anything which should have been done by the Lessee under this Lease but which has not been done or which has not been done properly and for that purpose, the Lessor and its architects, contractors, employees and agents may enter the Premises and remain there for as long as is necessary.

13.6 Lessor may create security interest

The Lessor may at any time create or allow to exist any mortgage, charge, lien, trust or power, as or in effect as security for the payment of a monetary obligation or compliance with any other obligation over the Land or assign or otherwise dispose of or deal with the Land or its rights under this Lease as the Lessor sees fit.

13.7 Common Area

If there is a Common Area, the Lessor may close the Common Area or any part of it, to maintain, repair or alter the Common Area but the Lessor shall give the Lessee at least seven (7) days prior notice and shall do all that is reasonable in the circumstances to avoid causing undue inconvenience to the Lessee.

14. Default by Lessee

14.1 Essential terms

The following Lessee's Covenants are essential terms of this Lease:

- (a) the obligations to pay Rent, Outgoings, Services and Managing Agents fees under clause3;
- (b) the obligations to maintain, repair and redecorate under clause4;
- (c) the obligations under clauses 5, 7.1, 8, 9.1, 11.2(a) and 23, and
- (d) the obligations to pay GST under clause 30

but this does not mean or imply that there are no other essential terms in this Lease.

14.2 Lessor's right to terminate

If an Event of Default occurs the Lessor may terminate this Lease by:

- (a) re-entering the Premises without notice; or
- (b) notice to the Lessee,

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except that if section 81(1) of the Property Law Act 1969 applies, the Lessor's right to terminate only arises after the Lessor has given a notice which complies with that section and the Lessee has failed to comply with that notice.

14.3 Interest on overdue money

Interest is payable on overdue Money and the Lessee must pay interest to the Lesser on demand.

14.4 Tender after Termination

Money tendered by the Lessee after the Termination of this Lease and accepted by the Lessor may be applied in the manner the Lessor decides. The acceptance of Rent or other Money by the Lessor is not a waiver of a preceding breach or an acceptance of the repudiation of this Lease by the Lessee. An attempt by the Lessor to mitigate its loss is not a surrender by operation of law or a waiver of the Lessee's breach or an acceptance of the Lessee's repudiation of this Lease.

15. Holding over

If the Lessee with the consent of the Lessor continues in possession of the Premises after Termination the Lessee is a monthly tenant of the Premises and the tenancy:

- (a) may be terminated by either party giving to the other at least one (1) month's notice expiring on any day;
- (b) is to be at the monthly rent which is equal to 1/12th of the Rent for the period immediately preceding Termination; and

is otherwise on the same terms and conditions as this Lease except for any option to require the Lessor to grant a new lease of the Premises.

16. Supplies of Services

16.1 Indirect Supplies

If the Lessor supplies a Service to the Lessee and the Lessee fails to pay any moneys payable to the Lessor for a Service within fourteen (14) days of demand being made:

- the Lessor may terminate the supply of that Service until all moneys payable have been paid with all Interest
 payable; and
- (b) the Lessor is not liable to the Lessee for any loss or damage caused or contributed to by the termination.

16.2 Direct Supplies

If any Service is not provided by the Lessor, the Lessee shall make the Lessee's own arrangements direct with the relevant supply authority.

17. Name of Building

- 17.1 If the Premises comprise the whole of the Land the Lessee may during the Term affix a sign of the Lessee's choice on the outside of the Building provided that the Lessee first obtains any necessary consent of an Authority.
- 17.2 On Termination, clause10.2 applies to the sign.

18. Rent review

18.1 Rent Review

On each Rent Review Date, the Rent is to be determined by the method of review specified in the Particulars, under no circumstances will the rent at anytime be calculated or set for an amount less than the Rent applicable for the period prior to the Rent Review Date in question.

18.2 Lessor's proposed new Rent

If the rent review method specified in Item 10 and 11 of the Particulars due on a Rent Review Date is method A, Market Rent, then the reviewed rental is to be agreed between the Lessor and the Lessee and failing agreement, to be reviewed in the manner set out in clauses 18.2 to 18.9.

Not earlier than three (3) months before each Market Rent Review Date the Lessor may give to the Lessee a notice proposing the new Rent that is to apply from and including the relevant Market Rent Review Date.

failure to give a notice under this clause 18.2 before a Market Rent Review Date does not prevent the Lessor from giving the notice after the Market Rent Review Date.

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18.3 Lessee disputing Lessor's proposed new Rent

If the Lessee does not agree to the proposed new Rent, the Lessee must, within ten (10) Business Days after the date of service of the Lessor's notice of which time is of the essence, give to the Lessor written notice disputing the proposed new

18.4 Deemed acceptance of proposed new Rent

If the Lessee does not give the dispute notice the Lessee is taken to agree to the Lessor's proposed new Rent.

18.5 Application of proposed new Rent

If the Lessee agrees to or is taken to agree to the Lessor's proposed new Rent, then that proposed new Rent applies from and including the relevant Market Rent Review Date.

18.6 Determination of Rent

If the Lessee gives a dispute notice to the Lessor as specified in clause 18.3, then the Rent applicable from and including the relevant Market Rent Review Date is to be the Rent determined in accordance with clause 18.7 to 18.9.

18.7 Market Rent

The Market Rent of the Premises is to be determined by a Valuer appointed by the President for the time being of the Australian Property Institute (WA Division) at the request of either the Lessor or the Lessee

- having regard to the terms of this Lease; and
- (b) assuming the Lessee and the Lessor have complied with all the terms of this Lease; and
- assuming the Lessor is a willing but not anxious land lord and the Lessee is a willing but not anxious tenant and that the Lessee is being offered the Premises with vacant possession; and
- (d) having regard to the current rental value of premises similar to the Premises; and
- (e) taking no account of:
 - the value of any personal goodwill attributable to the Lessee's Business and the value of the Lessee's
 - (ii) any temporary disturbance resulting from maintenance of any part of the Premises or the Lessor's plant and equipment at any time carried out by the Lessor;
 - (iii) any value attaching to any licence or permit in respect of the Lessee's Business;
 - the value $\sigma^{\rm f}$ permanent structural improvements erected or installed at the Lessee's expense and which the Lessee may not remove at termination; and
- having regard to all other relevant valuation principles.

18.8 Valuer as expert

In determining the Market Rent, the Appointed Valuer is to act as an expert and not an arbitrator and the Appointed Valuer's determination is conclusive and binding on the Lessor and the Lessee.

The Lessor and the Lessee shall pay the Appointed Valuer's costs in equal shares.

18.10 CP) Rent

If the rent review method specified in Item 10 and 11 of the Particulars due on a Rent Review Date is method B, CPI Rent, then the reviewed rental on that Rent Review Date is determined in accordance with the following formula:

CPI Rent = R x

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Where R = the Rent payable immediately prior to the relevant Rent Review Date

C = the Current CPI

P = the Previous CPI.

- (b) If on a Rent Review Date the CPI number has not been published, or in the Lessor's opinion the CPI has materially changed since the later of the Date of Commencement or the last preceding Rent Review Date, the Lessor may appoint an actuary from the fellows of the Institute of Actuaries of Australia to select or determine an index which accurately reflects changes in the prevailing levels of prices in the category dealt with by the CPI (before any material change) between the later of the Date of Commencement or the last preceding Rent Review Date and the relevant Rent Review Date and the actuary shall use that index to certify the Current CPI and the Previous CPI.
- (c) The actuary's certificate issued under clause18.10(b) is final and binding on the Lessor and the Lessee.

18.11 Percentage Increase

If the rent review method specified in Item 10 and 11 of the Particulars due on a Rent Review Date is method C, then the reviewed rental is the Rent applicable immediately before the Rent Review Date increased by the percentage specified in Item 11 of the Particulars on that Rent Review Date.

18.12 Greater of Market and CPI

If the rent review method specified in Item 10 and 11 of the Particulars due on a Rent Review Date is method D, then the Reviewed Rental is the greater of the method A - Market Rent and method B- CPI Rent on that Rent Review Date.

18.13 Other Method of Review

If the rent review method specified in Item 10 and 11 of the Particulars due on a Rent Review Date is method E, then the Rent applicable immediately before the Rent Review Date will be increased by that method specified in method E on that Rent Review Date.

18.14 Payment of Rent before determination

until the Reviewed Rent for the Premises is determined, the Lessee will pay the Lessor's proposed new Rent. The Reviewed Rent applies from and including the relevant Rent Review Date and any adjustment as between the Lessor and the Lessee with respect to the Reviewed Rent shall be made on the first day of the month following agreement or determination of the Reviewed Rent.

19. Option

If

- (a) the Lessee at least three (3) months but not earlier than six (6) months prior to the expiry of the Term gives the Lessor notice to renew the Term for a further Term; and
- (b) no Event of Default has occurred which has not been remedied or waived; and
- (c) the Guarantor executes a guarantee and indemnity in the same terms as the Guarantee and Indemnity in respect of the further Term,

the Lessor shall at the Lessee's cost grant the Lessee a lease of the Premises for the next consecutive further Term at the Rent and on the terms and conditions of this Lease other than this right of renewal unless there is more than one further Term in which case the number of further Terms is reduced by one.

20. Destruction or Damage to Building or Premises

20.1 <u>Procedure following destruction or damage</u>

If the Building is damaged or destroyed so that the Premises are rendered substantially unfit for occupation and use or the Lessee's Rights are substantially interfered with then the Lessor shall give a notice to the Lessee within three (3) weeks after the damage which either:

terminates this Lease on a date that is not less than one (1) month after the date of service of the notice but not
more than three (3) months after the damage occurred; or

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 (b) informs the Lessee of the Lessor's intention to rebuild the Building or that part damaged and how long it is estimated to take.

20.2 Lessee's right to terminate Lease

The Lessee may terminate this Lease by notice to the Lessor if:

- (a) the Lessor notifies the Lessee under clause20.1(b) that the estimated time to rebuild the Building exceeds three (3) months from the date of the damage;
- (b) the Lessor gives a notice under clause20.1(b) and does not restore or reinstate the Building or make the Premises fit for use by the Lessee within the estimated time and continues to fail to restore or reinstate the Premises or the Building so as to make the Premises fit for use within one (1) month after the Lessee gives to the Lessor a notice of intention to terminate this Lease;
- (c) the Lessor does not comply with clause20.1; or
- (d) the Premises remain unfit for occupation and use for a period of at least three (3) months.

20.3 No liability as a result of termination

No liability attaches to the Lessor or the Lessee as a result of the termination of this Lease under clause 20.

20.4 Abatement of Rent

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- the Building is damaged or destroyed so that the Premises are rendered substantially unfit for occupation and use
 or the Lessee's Rights are substantially interfered with; and
- (b) payment of insurance money in respect of the damage or destruction is not at any time refused or withheld in whole or in part as a result of any act or omission of the Lessee,

the Rent or a fair and just proportion according to the nature and extent of the damage sustained will from the date of damage or destruction until the Premises are reinstated or restored abate and cease to be payable.

21. Act by Agents

All acts and things which the Lessor is required or empowered to do under this Lease may be done by the Lessor or the solicitor, agent, contractor or employee of the Lessor.

22. Lessee Liable for Licensees

The Lessee is liable for all acts or omissions of Licensees.

23. Assignment, Subletting and Charging

23.1 Prohibition

The Lessee may not grant to any person any interest in the Fremises or in this Lease including without limitation, an assignment, a sublease or any other right to possess, use or occupy the Premises, or a charge, without the Lessor's consent.

23.2 Lessee's obligations

If the Lessee wishes to assign or sublet any interest in the Premises or in this Lease, then the Lessee shall apply to the Lessor for its consent, at least twenty eight (28) days before the proposed date of change in possession of the Premises.

23.3 Conditions of Lessor's consent to assignment

The Lessor shall consent to a proposed assignment if:

- (a) the Lessee complies with clause 23.2;
- the Lessor is satisfied that the proposed assignee is a respectable and responsible person of good financial standing the onus of satisfying the Lessor in respect of those criteria being on the Lessee;

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- (c) all Money then due has been paid and there is no existing unremedied breach of the Lessee's Covenants;
- the Lessee procures the execution by the proposed assignee of a deed of assignment to which the Lessor is a party
 prepared and completed by the Lessor's solicitors at the cost of the Lessee in all respects;
- the assignment contains a covenant by the assignee with the Lessor to pay all Money and to perform and observe the Lessee's Covenants;
- (f) the Lessee has paid to the Lessor:
 - the Lessor's reasonable expenses incurred in making enquiries to satisfy itself concerning matters specified in clause 23.3(a): and
 - (ii) the Lessor's costs and expenses in connection with the approval, preparation, negotiation, execution, stamping, registration and completion of the assignment and all relevant stamp duty;
- (g) any guarantee required under clause 23.11 is provided in accordance with that clause;
- (h) no Event of Default has occurred which has not been remedied or waived;
- (i) the Lessee has withdrawn any caveat lodged by the Lessee in respect of its interest in the Premises; and
- all rent reviews due as at or within thirty (30) days after the date of the change in possession of the Premises have been completed.

23.4 Conditions of Lessor's consent to subletting

The Lessor shall consent to a proposed subletting if:

- (a) the Lessee complies with clause 23.2;
- (b) the Lessor is satisfied that the proposed sublessee is a respectable and responsible person of good financial standing the onus of satisfying the Lessor in respect of those criteria being on the Lessee;
- (c) the Lessee procures the execution by the proposed sublessee of a sublease;
- (d) the sublease:
 - (i) is approved by the Lessor;
 - (ii) is not inconsistent with this Lease; and
 - (iii) contains
 - (A) provision for the review of the rent reserved by the sublease on the basis and on the dates on which the Rent is to be reviewed under this Lease;
 - a covenant prohibiting the sublessee from doing or allowing any act or thing in relation to the sublet premises inconsistent with this Lease;
 - (C) a condition for re-entry by the sublessor on breach of any covenant by the sublessee: and
 - the same restrictions on assignment, subletting, charging or parting with possession of the sublet premises as this Lease contains;
- (e) the Lessee has paid to the Lessor:
 - the Lessor's reasonable expenses incurred in making enquiries to satisfy itself concerning matters specified in clause 23.4(b) and
 - (ii) the Lessor's costs and expenses in connection with the approval, preparation, negotiation, execution, stamping, registration and completion of the sublease and all relevant stamp duty.
- (f) any guarantee required under clause 23.11 is provided in accordance with that clause.

23.5 No possession until consent

The Lessee may not give possession of or allow the proposed assignee or sublessee to occupy the Premises until the Lesser notifies the Lessee of its consent to the proposed assignment or sublease and the deed of assignment or sublease has been executed by the proposed assignee or sublessee and returned to the Lessor.

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23.6 Consent to charge

If the Lessor consents to a charge by the Lessee of this Lease or of any of the fixtures which are Lessee's Property, that consent will be in a form approved by the Lessor in its absolute discretion.

23.7 Lessee remains liable

The Lessee remains fully liable under this Lease during the Term (including any further Term) if the Lessee grants an interest in the Premises or in this Lease, including without limitation, an assignment, a sublease or any other right to possess, use or occupy the Premises, to any person whether or not the Lessee has obtained the Lessor's consent.

23.8 Payments

The only person entitled to receive payments from the Lessor under this Lease is the person who is the Lessee at the time those payments are made. That person is entitled to receive those payments even if the person was not the Lessee during any part of the period to which those payments relate. Each person who assigns this Lease releases the Lessor from liability to pay that person any amount under this Lease.

23.9 Change in shareholding

If the Lessee is a corporation the shares in which are not quoted on any Stock Exchange in Australia, any change in control of the Lessee (or if the Lessee is a subsidiary, any change in control of its holding company) is taken to be an assignment of the Lessee's interest in this Lease. In this clause:

- (a) "change in control" means change in control of the composition of the board of directors or control of more than 50% of the shares with the right to vote in general meetings of the company, and
- (b) words used in this clause and defined in the Corporation Laws of Western Australia have the meanings given to them in that Law.

23.10 Exclusion of the Property Law Act

Sections 80 and 82 of the Property Law Act 1969 are excluded from this Lease.

23.11 Guarantees required

In the case where the proposed assignee or sublessee is a corporation the shares in which are not quoted on any Stock Exchange in Australia, the Lessee shall obtain a guarantee from the principal director or majority shareholder for the benefit of the Lessor of:

- (a) in the case of an assignment, the observance and performance by the assignee or the Lessee's Covenants: and
- (b) in the case of a sublease, the observance and performance by the sublessee of the Lessee's Covenants except the covenant to pay the Money.

23.12 Covenants are supplementary

The covenants and agreements on the part of any assignee or sublessee are supplementary to the Lessee's Covenants and do not relieve the Lessee from the Lessee's Covenants.

24. Guarantee and Indemnity

24.1 Guarantee

The Guaranter guarantees unconditionally and irrevocably to the Lessor the due and punctual payment by the Lessee to the Lessor of all Money and the due observance and performance of the Lessee's Covenants.

24.2 Indemnity

As a separate undertaking, the Guarantor:

- (a) indemnifies unconditionally and irrevocably the Lessor against all loss, liability, cost or expense (collectively"the Lessor's Loss") incurred or suffered by the Lessor arising from or in connection with any Event of Default or as a consequence of a disclaimer of this Lease by a liquidator or trustee of the Lessee; and
- (b) as principal debtor agrees to pay to the Lessor on demand a sum equal to the amount of the Lessor's Loss.

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Lease For Unit 3 71 Kent Street Busselton

standard commercial/industrial property lease (part a)







24.3 Continuing guarantee and incemnity

The guarantee and indemnity contained in this clause24.

- (a) Is a continuing guarantee and Indemnity and not discharged by any intermediate payment or settlement of accounts; and
- (b) continues in full force and effect during the Term and while the Lessee occupies or is entitled to occupy the Premises under this Lease or any other form of tenancy or right of occupation or as a trespasser or other unauthorized occupier or holds an equitable interest in the Premises under an agreement for lease or as a periodical tenant or is holding over under this Lease.

until the Guarantor is expressly released by the Lessor.

24.4 Waiver of prior proceedings

The Guarantor's obligations under this clause 24 are principal obligations and the Lessor is not required to commence proceedings or enforce its rights against the Lessee before claiming under this guarantee and indemnity.

24.5 <u>Liability and rights not affected</u>

The Guarantor's obligations under this clause 24 are not affected by anything which might otherwise affect them under the law relating to sureties, including but not limited to, one or more of the following:

- the Lessor granting time or any other concession to or compromising with or releasing in any way the Lessee or a Co-surety;
- (b) acquiescence, delay, acts or omissions on the part of the Lesson
- (c) a variation of this Lease with or without the consent of the Guaranton
- (d) the death, mental or physical disability, insolvency or dissolution of the Lessee or any Co-surety;
- (e) the entry by the Lessee into any arrangement, assignment or composition for the benefit of creditors, liquidation, scheme of arrangement, deed of company arrangement, reduction of capital, capital reconstruction, or the appointment of a receiver or receiver and manager of the Lessee whether by the court or under the powers contained in any instrument or the appointment of a voluntary administrator by the Lessee;
- the fact that a Co-surety may never execute this Lease or that the execution of this Lease by any Co-surety is void or voidable;
- (g) the invalidity or unenforceability of an obligation or liability of the Lessee or a Co-surety under this Lease;
- (h) a disclaimer of this Lease by a liquidator or trustee of the Lessee or any other person; and
- the Lessor releasing, disposing of or dealing in any other way with any security interest it may hold which is given by the Lessee or any Co-surety.

24.6 Guarantor not to prove in competition

The Guarantor shall not prove or claim in any hankruptcy, liquidation, composition, arrangement or assignment of or in relation to the Lessee in competition with the Lessor and the Guarantor holds in trust for the Lessor any proof or claim any dividend received by it until all Moneys have been paid.

24.7 Reinstatement of guarantee

If a claim that a payment to the Lessor in connection with this Lease is void or voidable under laws relating to insolvency or protection of creditors is upheld, conceded or compromised, the Lessor is immediately entitled as against the Guarantor to the rights to which it would have been entitled under this clause if all or part of the payment had not been made.

24.8 Costs and expenses

The Guarantor shall pay to the Lessor on demand the Lessor's costs and expenses, including legal costs and expenses relating to any action in connection with this guarantee and indemnity including its enforcement and money paid to the Lessor by the Cuarantor is to be applied firstly against costs and expenses payable under this clause 24.8 and then against other obligations under this guarantee and indemnity.

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standard commercial/industrial property lease (part a)





24.9 Assignment

If the benefit of this Lease is transferred or assigned by the Lessor to any person, the benefit of this guarantee and indemnity extends to and is taken to be assigned to and enforceable by the Lessor's transferee or assignee.

25. Lessee's Trust

If the Lessee enters into this Lease as trustee of a trust ("Trust"), the Lessee

- (a) confirms that it enters into this Lease as trustee of the Trust both for its beneficiaries and for itself and in this
 Lease, each reference to the Lessee is a reference to it in each capacity; and
- (b) warrants to the Lessor that
 - (i) it is the only trustee of the Trust;
 - (ii) no action has been taken or proposed to remove it as trustee of the Trust;
 - (iii) it has power under the trust deed relating to the Trust to enter into and observe the Lessee's Covenants
 - (iv) It has a right to be fully indemnified out of the trust fund of the Trust in respect of its obligations to perform and observe the Lessee's Covenants;
 - (v) the assets of the Trust are sufficient to satisfy the Lesson's right of indemnity in clause9.1;
 - (vi) it is not in default under the terms of the Trust; and
 - (vii) the Lessor's Rights rank in priority to the interests of the beneficiaries of the Trust.

26. Notice

All notices, requests, demands, consents, approvals, agreements or other communications to or by a party to this Lease:

- (a) shall be inwriting:
 - (i) (if served or made in person or by post) addressed to:
 - A. the address of the recipient shown in this Lease;
 - B. If the recipient is a corporation, its registered office, postal address or principal place of business; or
 - C. any other address as the recipient may have notified the sender; or
 - (ii) (if served or made by facsimile) addressed to the facsimile number specified in Item 2 of the Particulars or any number nominated by the recipient to the sender:
- (b) may be signed:
 - (i) if given by a natural person, by the sender or the sender's solicitor; or
 - (ii) if given by a corporation, by a director, secretary, manager or solicitor for the sender,
- (c) is deemed duly given or made:
 - (i) (if served or made in person or by post) when delivered to the recipient at an address specified in paragraph(a)(i); or
 - (ii) (if served or made by facsimile) upon transmission being completed,

but if delivery or recept is later than 4.00p.m. (local time) on a day on which business is generally carried on in the place to which the communication is sent, it is deemed to have been duly given or made at the commencement of business on the next such day in that place.

27. Special Clauses

The Terms and Conditions include the special clauses in Item 19 of the Particulars(if any) and if there is any inconsistency between the special clauses and the other Terms and Conditions, the special clauses prevail to the extent of the inconsistency.

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Lease For Unit 3 71 Kent Street Busselton

standard commercial/industrial property lease (part a)





28. Proper Law and Arbitration

28.1 Proper Lay

This Lease is governed by the Laws of Western Australia.

28.2 Arbitration

- (a) Except as otherwise provided, any dispute arising out of this Lease is to be determined by a single arbitrator under the provisions of the Commercial Arbitration Act 1985 and the Lessor and Lessee may each be represented at their own cost and expense by a legal practitioner of their choice; and
- (b) the Lessee shall pay the Money without abatement or deduction until which ever is the earlier of:
 - (i) the date of the award of the arbitrator; or
 - (ii) agreement between the parties.

when the Lessor will refund to the Lessee any money paid by the Lessee not required to be paid within the terms of the award of the arbitrator or the agreement between the Lessor and the Lessee.

29. Strata Title Provisions

29.1 Strata Title Provisions

If at any time the Premises comprise a strata lot this Lease is taken to be amended as follows:

- (a) Grant of Lease and Lessee's Rights
 - (i) The grant of this Lease is subject to all easements rights reservations and powers mentioned in the Strata Titles Act so far as they are not excluded or modified and to all easements shown on the strata plan.
 - (ii) The Lessee and the Licensees have the right in common with the Lessor and the Registered Proprietors to use the common property on the strata plan subject to the by-laws of the strata company and all rules and regulations made by the strata company.

(b) <u>Definitions</u>:

(i) The following definitions are added:

"Strata Titles Act" means the Strata Titles Act 1985;

"Registered Proprietor" means the registered proprietor of a lot comprised in a strata plan; and

words and expressions defined in the Strata Titles Act have the same meaning in this clause.

(ii) The following definitions in clause1 are modified:

"Building" to mean the building in which the Premises or part of the Premises are situated;

"Event of Default" to include the following:

- "(f) if the strata company lawfully institutes legal proceedings against the Lessor as the result of default on the part of the Lessee in the payment of any contribution levied by the strata company pursuant to Section 36 of the Strata Titles Act or in carrying out any obligation imposed on the Lessor under Section 38 of the Strata Titles Act :"
- (c) Strata company

The Lessee shall pay to the Lessor all the contributions levied by the strata company.

(d) By-laws, rules and regulations

The Lessee shall comply on time with all the strata company's by-laws and all rules and regulations made by the strata company under its by-laws and the Strata Titles Act.

(e) Air Conditioning Plant

Clause 4.4 does not apply.

standard commercial/industrial property lease (part a)







(f) Named Building

Clause 17 does not apply.

(g) Destruction or damage to Building or Premises

"20.1 Procedure following destruction or damage

If the Building is damaged or destroyed so that the Premises are rendered substantially unfit for occupation and use or the Lessee's Rights are substantially interfered with then the Lessor shall give a notice to the Lessee within three (3) weeks after the damage which either:

- terminates this Lease on a date that is not less than one (1) month after the date of service
 of the notice but not more than three (3) months after the damage occurred; or
- (b) Informs the Lessee of the strata company's intention to rebuild the Building or that part damaged and how long it is estimated to take.

20.2 Lessee's right to terminate Lease

The Lessee may terminate this Lease by notice to the Lessor if:

- the Lessur notifies the Lessee under clause 20.1(b) that the estimated time to rebuild the Building exceeds three (3) months from the date of the damage;
- (b) the Lessor gives a notice under clause 20.1(b) and the strata company does not restore or reinstate the Building or make the Premises fit for use by the Lessee within the estimated time and continues to fail to restore or reinstate the Premises or the Building so as to make the Premises fit for use within one (1) month after the Lessee gives to the Lessor a notice of intention to terminate this Lease;
- (c) the Lessor does not comply with clause 20.1; or
- (c) the Premises remain unfit for occupation and use for a period of at least three (3) months.

20.3 No liability as a result of termination

No liability attaches to the Lessor or the Lessee as a result of the termination of this Lease under clause20.

20.4 Abatement of Rent

lf:

- the Building or any part of the Building is so destroyed or damaged as to render the Premises substantially unfit for occupation and use or interfere substantially with the Lessee's Rights; and
- (b) payment of insurance money in respect of the damage or destruction is not at any time refused or withheld in whole or in part as a result of any act or omission of the Lessee,

the Rent or a fair and just proportion according to the nature and extent of the damage sustained will from the date of damage or destruction until the Building is reinstated or restored abate and cease to be payable."

(h) Further Provisions

- (i) Neither this Lease nor the Term is affected by any order made by the Supreme Court under Part III of the Strata Titles Act varying the strata scheme or substituting a new strata scheme for or terminating the strata scheme unless the order is for the termination of the strata scheme in consequence of damage to or the destruction of the Building.
- (ii) The Lessee has no claims or rights against the Lessor in consequence of the exercise by the strata company of any of the strata company's rights, duties or powers under the Strata Titles Act.

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(iii) Where any right or power granted to the Lessor or obligation imposed upon the Lessor under this Lease may only be exercised or carried out by the strata company or with the approval of the strata company, then the Lessor has no duty to perform or observe that obligation unless the strata company gives any necessary approval and in the appropriate case, must use reasonable endeavours to ensure that the strata company carries out or observes that obligation, for the purposes of this provision, "reasonable endeavours" is limited to the exercise by the Lessor of its voting rights in relation to the act or matter in question.

30. GST

30.1 GST PAYABLE

The Lessee shall pay to the Lessor any GST payable by the Lessor in accordance with the requirements of the GST Act. Such payments are to be made by the Lessee prior to the date for payment of the GST by the Lessor or on the dates for the payment of Rent, Outgoings, Services or Managing Agents fees, whichever is the earlier. The Lessee hereby indemnifies the Lessor in relation to the payment of any GST

30.2 GST EXCLUSIVE

Any Rent or other payment obligation stated or referred to in this Lease does not include GST unless it is expressly included and GST must be paid in addition to that Rent or payment obligation, unless GST is expressly included, the consideration for any supply by the Lessor to the Lessee is increased by an amount equal to the amount of that consideration multiplied by the rate at which GST is imposed in respect of that supply.

30.3 TAX INVOICE

If registered for GST, the Lessor must provide to the Lessee a GST tax invoice as required by the GST Act.

31 Security Bond

31.1 AMOUNT OF SECURITY

The Lessee will pay to the Lessor before the Date of Commencement the Security Bond specified in Item 18 of the Particulars to be held by the Lessor as and by way of bond and security for the performance by the Lessee of the Lessee's Covenants in this Lease.

31.2 INTEREST BEARING

The Security Bond may be held in an interest bearing bank account in the name of the Lessor. Any interest earned on it will accrue to the Lessee but be paid in accordance with this clause.

31.3 APPLIED TO ARREARS

The Security Bond and any interest on it may at any time during the currency of or after the determination of the tenancy created by this Lease be applied by the Lessor towards arrears of Rent, damages or losses caused by or arising out of any breach of the Lessee's Covenants or the payment of any other monies payable by the Lessee to the Lessor pursuant to the Lease and any costs relating to and arising out of the same. The Lessee will not be entitled to offset the Security Bond against any obligation under this Lesse.

31.4 RETURN

Provided the Lessee is not then in default under the terms of the Lesse, the Lessor will pay to the Lessee the balance of the Security Bond and interest (if any) remaining after the determination of the Lesse

31.5 FURTHER MONIES

Where the Lessor applies the Security Bond pursuant to this clause, the Lessor may call upon the Lessee by notice in writing to deposit further monies into the Security Bond to make it equal to the full amount of it and the failure of the Lessee to comply with such notice will constitute a breach of the Lease. Any application of the Security Bond by the Lessor in accordance with this clause will not prejudice the Lessor or any of the Lessor's rights apart from the Lessor's rights to recover the amounts received out of the Security Bond. The failure of the Lessor to apply the Security Bond in respect of any matters which may call for its application will not in any way whatsoever represent a waiver or estoppel or otherwise prejudice the right of the Lessor to take any action permitted by the Lease including the application of the Security Bond in accordance with this clause.

32. Miscellaneous

32.1 Accrual on a daily basis

Money accrues daily under this Lease.

32.2 Statutory Powers

The powers conferred on the Lessor by or under any Act are in addition to the Lessor's Rights except to the extent inconsistent with this Lease.

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unless application is mandatory by law the provisions of any Act do not apply to this Lease so as to abrogate, extinguish, postpone or otherwise prejudicially affect the Lessor's Rights.

32.4 Severance

If any part of this Lease is, or becomes, void or unenforceable that part is severed from this Lease so that all parts that are not void or unenforceable remain in full force and effect and are unaffected by that severance.

32.5 Waivers

- (a) A failure to exercise or delay in exercising any right, power or privilege in this Lease by any party is not a waiver of
- (b) A partial exercise of any right, power or privilege does not preclude any further exercise of that right, power or privilege, or the exercise of any other right, power or privilege.

32.6 Variation

This Lease may be varied only by deed executed by all of the parties.

32.7 Further Assurances

The parties shall execute and do all acts and things necessary or desirable to implement and give full effect to the provisions and purpose of this Lease.

32.8 Counterparts

This Lease may be executed in any number of counterparts each of which is an original and all of which constitute one and

32.9 Payment of Money

Any sum of money to be paid to the Lessor must be paid to the Lessor at the Address or as otherwise directed by the Lessor by notice from time to time.

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12.2 <u>Finance Committee - 18/04/2019 - FINANCIAL ACTIVITY STATEMENTS - PERIOD ENDING 31</u> MARCH 2019

SUBJECT INDEX: Budget Planning and Reporting

STRATEGIC OBJECTIVE: Governance systems, process and practices are responsible, ethical

and transparent.

BUSINESS UNIT: Finance and Corporate Services

ACTIVITY UNIT: Financial Services

REPORTING OFFICER: Acting Manager Financial Services - Jeffrey Corker **AUTHORISING OFFICER:** Director Finance and Corporate Services - Tony Nottle

VOTING REQUIREMENT: Absolute Majority

ATTACHMENTS: Attachment A Statement of Financial Activity - Period Ended 31

March 2019 5

Attachment B Investment Report for the month ending 31st March

2019

This item was considered by the Finance Committee at its meeting on 18 April 2019, the recommendations from which have been included in this report.

PRÉCIS

Pursuant to Section 6.4 of the Local Government Act ('the Act') and Regulation 34(4) of the Local Government (Financial Management) Regulations ('the Regulations'), a local government is to prepare, on a monthly basis, a statement of financial activity that reports on the City's financial performance in relation to its adopted / amended budget.

This report has been compiled to fulfil the statutory reporting requirements of the Act and associated Regulations, whilst also providing the Council with an overview of the City's financial performance on a year to date basis for the period ending 31 March 2019.

BACKGROUND

The Regulations detail the form and manner in which financial activity statements are to be presented to the Council on a monthly basis; and are to include the following:

- Annual budget estimates
- Budget estimates to the end of the month in which the statement relates
- Actual amounts of revenue and expenditure to the end of the month in which the statement relates
- Material variances between budget estimates and actual revenue/ expenditure/ (including an explanation of any material variances)
- The net current assets at the end of the month to which the statement relates (including an explanation of the composition of the net current position)

Additionally, and pursuant to Regulation 34(5) of the Regulations, a local government is required to adopt a material variance reporting threshold in each financial year. At its meeting of 25 July 2018, the Council adopted (C1807/138) the following material variance reporting threshold for the 2018/19 financial year:

"That pursuant to Regulation 34(5) of the Local Government (Financial Management) Regulations, the Council adopts a material variance reporting threshold with respect to financial activity statement reporting for the 2018/19 financial year as follows:

- Variances equal to or greater than 10% of the year to date budget amount as detailed in the Income Statement by Nature and Type/ Statement of Financial Activity report, however variances due to timing differences and/or seasonal adjustments are to be reported on a quarterly basis; and
- Reporting of variances only applies for amounts greater than \$25,000."

STATUTORY ENVIRONMENT

Section 6.4 of the Act and Regulation 34 of the Regulations detail the form and manner in which a local government is to prepare financial activity statements.

RELEVANT PLANS AND POLICIES

There are no plans or policies directly relevant to this matter.

FINANCIAL IMPLICATIONS

Any financial implications are detailed within the context of this report.

LONG-TERM FINANCIAL PLAN IMPLICATIONS

Any long term financial implications are detailed within the context of this report.

STRATEGIC COMMUNITY OBJECTIVES

This matter principally aligns with Key Goal Area 6 – 'Leadership' and more specifically Community Objective 6.1 - 'Governance systems, process and practices are responsible, ethical and transparent'. The achievement of the above is underpinned by the Council strategy to 'ensure the long term financial sustainability of Council through effective financial management'.

RISK ASSESSMENT

Risk assessments have been previously completed in relation to a number of 'higher level' financial matters, including timely and accurate financial reporting to enable the Council to make fully informed financial decisions. The completion of the monthly Financial Activity Statement report is a control that assists in addressing this risk.

CONSULTATION

Consultation is not applicable in relation to this matter.

OFFICER COMMENT

In order to fulfil statutory reporting requirements, and to provide the Council with a synopsis of the City's overall financial performance on a full year basis, the following financial reports are attached here to:

Statement of Financial Activity

This report provides details of the City's operating revenues and expenditures on a year to date basis, by nature and type (i.e. description). The report has been further extrapolated to include details of non-cash adjustments and capital revenues and expenditures, to identify the City's net current position; which reconciles with that reflected in the associated Net Current Position report.

Net Current Position

This report provides details of the composition of the net current asset position on a full year basis, and reconciles with the net current position as per the Statement of Financial Activity.

Capital Acquisition Report

This report provides full year budget performance (by line item) in respect of the following capital expenditure activities:

- Land and Buildings
- Plant and Equipment
- Furniture and Equipment
- Infrastructure

Reserve Movements Report

This report provides summary details of transfers to and from reserve funds, and also associated interest earnings on reserve funds, on a full year basis.

Additional reports and/or charts are also provided as required to further supplement the information comprised within the statutory financial reports.

COMMENTS ON FINANCIAL ACTIVITY TO 31 MARCH 2019

The Statement of Financial Activity for the period ending 31 March 2019 shows a better than expected Net Current Position "Surplus" of \$8.9M being \$7.8M higher than year to date amended budget of \$1.1M.

The following summarises the major variances in accordance with *Council's adopted material* variance reporting threshold that collectively make up the above difference:

Description	2018/2019	2018/2019	2018/2019	2018/19	2018/19
	Actual	Amended	Amended	YTD Bud	YTD Bud
		Budget YTD	Budget	Variance	Variance
	\$	\$	\$	%	\$
Revenue from Ordinary Activ	ities				
Operating Grants and Subsidies	3,312,266	2,711,926	5,032,780	22.14%	600,340
Other Revenue	1,018,147	279,006	362,981	264.92%	739,141
Profit on Asset Disposal	96,576	54,037	82,137	78.72%	42,539
Expenses from Ordinary Activ			,		
Materials & Contracts	(11,497,571)	(13,919,221)	(19,850,500)	17.40%	2,421,650
Depreciation	(16,590,838)	(14,354,856)	(19,070,922)	-15.58%	(2,235,982)
Insurance Expenses	(713,980)	(587,512)	(698,808)	-21.53%	(126,468)
Other Expenditure	(2,167,016)	(3,534,131)	(4,791,109)	38.68%	1,367,115
Allocations	1,416,524	1,278,329	1,723,162	-10.81%	138,195
Non-Operating Grants, Subsidies and Contributions	2,724,882	15,250,586	32,443,772	-82.13%	(12,525,704)
Capital Revenue & (Expenditu	ure)				
Land & Buildings	(899,956)	(13,678,993)	(17,902,816)	93.42%	12,779,037
Plant & Equipment	(1,866,828)	(4,737,300)	(6,880,100)	60.59%	2,870,472
Furniture & Equipment	(254,493)	(691,676)	(883,640)	63.21%	437,183
Infrastructure	(15,892,560)	(27,695,311)	(37,380,261)	42.62%	11,802,751
Proceeds from Sale of Assets	660,750	835,950	1,045,950	-20.96%	(175,200)
Proceeds from New Loans	0	3,150,000	3,150,000	-100.00%	(3,150,000)
Advances to Com. Groups	0	150,000	-150,000	100.00%	150,000

Transfer to Restricted Assets	(921,343)	(413,994)	(551,000)	-122.55%	(507,349)
Transfer from Restricted Assets	7,098,045	9,092,600	14,423,922	-21.94%	(1,994,555)
Transfer from Reserves	2,066,023	8,838,113	26,769,361	-76.62%	(6,772,090)

Revenue from Ordinary Activities:

YTD actual income from ordinary activities is \$1.4M more than expected when compared to YTD budget with the three items meeting the material variance reporting threshold being;

- Operating Grants, subsidies and Contributions is \$600k over YTD budget due to timing differences associated with funds being received from DFES for fire prevention and bushfire risk management \$98k, Contributions received within the waste services business unit associated with the appointment of a regional project officer position, and funds recovered from the City's insurance the old butter factory \$413k,
- 2. Other Revenue is \$739k better than YTD budget. In part this variance is due to better than expected returns on the sale of scrap metal by \$244k. IT lease buybacks reflect additional income of \$544k which is offset by additional expenses in the IT leasing account 3381.
- 3. Profit on asset disposal is \$43k better than YTD budget due to schedule of purchase/ sale of asset timing variances. This line item is an accounting book entry to recognise profit on asset disposal and as a consequence will not affect the City's "cash" position.

Expenses from Ordinary Activities

Expenditure from ordinary activities, excluding depreciation, is \$4.7M less than expected when compared to YTD budget with the following items meeting the material variance reporting threshold.

Materials and Contracts:

The main items affected are listed below:

Cost Code	Cost Code Description / GL Activity	Variance YTD \$
Finance and Co	orporate Services	
10250	Information & Communication Technology Services	(462,424)
10000	Members of Council	(15,800)
10251	Business Systems	31,574
10500	Legal and Compliance Services	82,053
Community ar	nd Commercial Services	
10590	Naturaliste Community Centre	59,079
10591	Geographe Leisure Centre	64,505
10380	Busselton Library	77,215
10600	Busselton Jetty Tourist Park	90,322
Planning and [Development Services	
10931	Protective Burning & Firebreaks-Reserves	42,090
10820	Strategic Planning	58,889
11170	Meelup Regional Park	98,473
10830	Environmental Management Administration	107,620

Cost Code	Cost Code Description / GL Activity	Variance YTD \$
market and the con-	dw.d.c	
<u>Engineering ar</u>	nd Works Services	
24404		(07.010)
B1401	Old Butter Factory	(85,219)
12620	Rural-Tree Pruning	(83,489)
M9996	Roads Sundry Overhead/Consumables	(70,745)
M9995	Roller & Grader Hire	(45,064)
G0030	Busselton Transfer Station	(40,442)
11162	Busselton Jetty - Underwater Observatory	26,482
R0821	Avignon Park (Provence)	26,753
R0750	Barnard Park Ovals	26,917
R0700	Dunsborough Oval and Skate Park	27,779
G0033	Green Waste	30,703
F9999	Footpaths Maintenance	32,812
11108	Rural Intersection (Lighting) Compliance	34,075
G0010	Domestic Recycling Collections	35,122
R0820	Almond Green Park (Provence)	35,381
G0034	External Waste Disposal	37,767
11106	Street Lighting Installations	41,692
R2001	Tree Planting - Urban	45,769
A6004	Pedestrian Bridge (Port Geographe)	47,997
B1000	Administration Building- 2-16 Southern Drive	52,860
12600	Street & Drain Cleaning	53,500
B1514	Asbestos Removal & Replacement	61,245
G0032	Rubbish Sites Development	74,997
11301	Regional Waste Management Administration	90,000
A9999	Miscellaneous Bridge Maintenance	97,476
R0004	Busselton Foreshore Precinct (not including Skate Park)	99,484
11101	Engineering Services Administration	131,788
M9999	Road Maintenance Bal Of Budget	288,251
11160	Busselton Jetty	584,040

Depreciation:

There is an overall variance in depreciation of \$2.2M, however it should be noted that this is a non-cash item and does not impact on the City's surplus position. The variance can be attributed to Fair Valuation of infrastructure assets being completed post budget adoption and the increase in valuation was unable to be included in the 2018/2019 budget.

Insurance:

There is an YTD variance in insurance costs of \$126K. This is a timing issue only which mainly relates to the fleet management insurance budget being projected to occur in period 12.

Other Expenditure:

There is an YTD variance in other costs of \$1.4M. The main items affected are listed below:

Cost Code	Cost Code Description / GL Activity	Variance YTD
Finance and Corporate	Services	
10618	Winderlup Court Aged Housing	40,094
10151	Rates Administration	52,209
10700	Public Relations	52,708
10000	Members of Council	68,237
Community and Comm	nercial Services	
10547	Iron Man	(63,336)
12631	Peel Terrace Building & Surrounds	(35,287)
10567	Cinefest Oz	(31,664)
10548	Half Iron	30,800
10530	Community Services Administration	103,569
11156	Airport Development Operations	1,000,000
Planning and Developr	ment Services	
10942	Bushfire Risk Management Planning - DFES	(39,283)
10805	Planning Administration	33,399
Engineering and Works	s Services	
G0042	BTS External Restoration Works	(172,636)
11160	Busselton Jetty	25,000.00
B1223	Micro Brewery - Public Ablution	80,000.00

With regard to the \$1M variance associated with the Airport marketing incentive, it is not anticipated that this expense will be incurred this year. However this will not constitute a saving as this cost is reserve backed, hence if expenditure is not incurred then then it follows that the transfer from reserve will also not be processed. All other items above have been classified as timing differences.

Non-Operating Grants, Subsidies and Contributions:

Non-Operating Grants, Subsidies and Contributions are less than YTD budget by \$12.5M with the main items impacting on the above result being the timing of the receipt of funding which is also offset with less than anticipated expenditure at this time:

Cost Code	Cost Code Description	Variance YTD
Finance and Cor	porate Services	
10250	IT Capital Grant - CCTV at NCC	140,044
10240	Contributions to Works	(123,102)
10239	Contributions Community Facilities	(876,218)
10239	Contribution Public Art	(74,977)
Community and	Commercial Services	
10900	Cultural Planning - Donated Assets	37,000
C6099	Airport Development - Project Expenses	(8,946,609)
		•

Cost Code	Cost Code Description	Variance YTD
Planning and De	velopment Services	
B9109	Hithergreen Building Renovations	(68,886)
B9112	Ambergate Bushfire Brigade Shed	(290,484)
B1015	Hithergreen District Bushfire Brigade	(465,200)
B1026	Yallingup Rural Bushfire Brigade	(597,600)
Engineering and	Works Services	
D0017	Chain Avenue - Drainage Works	(31,500)
S0069	Peel Terrace (Brown Street Intersection Upgrades)	(58,334)
C2523	Broadwater Beach Coastal Protection Stage 1 of 4	(75,000)
C3150	Busselton Foreshore Stage 3: Toddler's Playground	(86,547)
S0035	Strelly Street / Barlee Street Roundabout	(105,000)
S0064	Peel Terrace (Stanley PI/Cammilleri St Intersection Upgrade)	(116,669)
C2528	Craig Street Groyne and Sea Wall	(125,000)
C0049	Port Geographe Marina Car Parking	(128,817)
F1018	Dunsborough Cycleway CBD to Our Lady of the Cape School	(151,253)
S0051	Causeway Road / Rosemary Drive Roundabout	(175,003)
C3168	Busselton Foreshore Jetty Precinct	(308,221)

Capital Expenditure

As at 31 March 2019, there is a variance of -60% or -\$27.9M in total capital expenditure with YTD actual at -\$18.9M against YTD budget of -\$46.8M.

The airport development makes up for \$11.5M (main variance relates to the Airport Terminal \$9.7M), Busselton Tennis Club – Infrastructure \$1.5M, Plant and Equipment \$2.88M, Council Roads Initiative projects \$776K, Eastern Link - Busselton Traffic Study \$2M, Dunsborough Land Purchase Parking \$1.3M, Main Roads projects \$1.4M, Parks, Gardens and Reserves \$650K, Sanitation Infrastructure \$934K, Beach Restoration \$972K, Busselton Senior Citizens \$553K, Dunsborough Cycleway CBD to Our Lady of the Cape School \$372K, Furniture and Equipment \$437K, Busselton Jetty Tourist Park Upgrade \$214K, Beach Front Infrastructure \$72K, GLC - Pool Relining \$50K, Energy Efficiency Initiatives (Various Buildings) \$70K, Boat Ramp Construction \$155K, and Major Projects Lou Weston Oval \$509K and Busselton Foreshore \$1.5M.

These items of under expenditure also assists in explaining the above current YTD shortfall in Non-Operating Grants.

The attachments to this report include detailed listings of the following capital expenditure (project) items, to assist in reviewing specific variances.

<u>Proceeds from Loans/ Advances to Community Groups</u>

As at 31 March 2019, there is a variance of \$3.15M which relates to the budgeted drawdown of loans that as at this time is yet to occur. The two main loans to be raised are as follow;

- Busselton Tennis Club \$1.5M; and
- Air Freight Hub Stage 1 \$1.5M;

At this time it is anticipated that an application will be submitted to draw down these loans within the next four weeks. To this end this variance is a timing difference that will be resolved shortly.

With regard to the self-supporting loan for community groups, it is not expected that this will occur, hence the contra entry "advances to community groups" as a consequence will also not be required. The transactions associated with self-supporting loans is cost neutral to the City, therefore will have no effect on the net current position.

Investment Report

Pursuant to the Council's Investment Policy, a report is to be provided to the Council on a monthly basis, detailing the investment portfolio in terms of performance and counterparty percentage exposure of total portfolio. The report is also to provide details of investment income earned against budget, whilst confirming compliance of the portfolio with legislative and policy limits.

As at 31st March 2019 the value of the City's invested funds totalled \$74.40M, down from \$75.44M as at 28th February. The decrease is due to the withdrawal of funds from the 11am account to meet standard operating costs.

During the month of March seven term deposits held with four different institutions totalling \$22.0M matured. All were renewed for a further 112 days at 2.52% (on average).

The balance of the 11am account (an intermediary account which offers immediate access to the funds compared to the term deposits and a higher rate of return compared to the cheque account) decreased by \$1.0M with funds being withdrawn to meet standard operating costs.

The balance of the Airport Development ANZ cash account remained steady.

The RBA left official rates on hold during March and April. Future movements remain uncertain at this point, however as an indication of current sentiment financial markets have priced in a rate decrease at some stage in the coming months.

Chief Executive Officer – Corporate Credit Card

Details of monthly (February to March) transactions made on the Chief Executive Officer's corporate credit card are provided below to ensure there is appropriate oversight and awareness of credit card transactions made.

Date	Amount	Payee	Description
04-Mar-19	121.45	Crown Perth Silks Restaurant	* LGCOG Conference Dinner
04-Mar-19	595.00	Australian Institute of	* AICD Membership Renewal
		Company Directors	
04-Mar-19	25.00	Crown Perth Atrium	* LGCOG Conference Breakfast
04-Mar-19	5.06	Crown Towers Perth	Unknown Charge - reimbursed by CEO
08-Mar-19	507.00	Kiama Shores Pty Ltd	Accommodation Cr MCallum
08-Mar-19	215.00	The Grove Experience	Beverages for Civic Reception Showcase
11-Mar-19	17.00	Equinox Café	+ Coffee - Meeting with Dennis Gee & Mayor
11-Mar-19	57.99	Dan Murphy's Online	Refreshments for Civic Reception Room
15-Mar-19	662.86	Crown Towers Perth	* Accommodation Package
18-Mar-19	166.78	Esplanade Hotel Fremantle	Accommodation
19-Mar-19	25.27	Esplanade Hotel Fremantle	Marine Lounge Bar Dinner
28-Mar-19	425.00	Trybooking	LG COG EAA Meeting Fraser Coast 15/08/19

- *Funds debited against CEO Annual Professional Development Allowance as per employment Contract Agreement
- + Allocated against CEO Hospitality Expenses Allowance

CONCLUSION

As at 31 March 2019, the financial performance for the City of Busselton is considered satisfactory based on the information received from directorates and the recent budget review.

OPTIONS

The Statements of Financial Activity are presented in accordance with Section 6.4 of the Act and Regulation 34 of the Regulations and are to be received. Council may wish to make additional resolutions as a result of having received these reports.

TIMELINE FOR IMPLEMENTATION OF OFFICER RECOMMENDATION

Not Applicable

COMMITTEE RECOMMENDATION AND OFFICER RECOMMENDATION

That the Council receives the statutory financial activity statement reports for the period ending 31 March 2019, pursuant to Regulation 34(4) of the Local Government (Financial Management) Regulations.

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Statement of Financial Activity

	2018/2019	2018/2019	2018/2019	2018/2019	2018/2019	2018/19
	Actual	Amended	Original	Amended	Original	YTD Bud (A)
	\$	Budget YTD \$	Budget YTD \$	Budget \$	Budget \$	Variance %
Revenue from Ordinary Activities	*	*	*	*	•	,-
Rates	48,411,726	48,410,918	48,410,918	48,575,646	48,575,646	0.00%
Operating Grants, Subsidies and Contributions	3,312,266	2,711,926	2,331,280	5,032,780	3,747,650	22.14%
Fees & Charges	13,555,938	13,583,979	13,561,979	15,861,160	15,828,160	-0.21%
Other Revenue	1,018,147	279,006	253,765	362,981	337,740	264.92%
Interest Earnings	1,881,597	1,770,829	1,770,829	2,283,760	2,283,760	6.26%
	68,179,674	66,756,658	66,328,771	72,116,327	70,772,956	2.13%
Expenses from Ordinary Activities						
Employee Costs	(23.048.599)	(23,925,091)	(23,900,091)	(31,251,454)	(31,215,454)	3.66%
Materials & Contracts	(11,497,571)	(13,919,221)	(13,632,581)	(19,850,500)	(18,621,467)	17.40%
Utilities (Gas, Electricity, Water etc)	(1,834,121)	(1,926,364)	(1,926,364)	(2,569,240)	(2,569,240)	4.79%
Depreciation on non current assets	(16,590,838)	(14,354,856)	(14,354,856)	(19,070,922)	(19,070,922)	-15.58%
Insurance Expenses	(713,980)	(587,512)	(587,512)	(698,808)	(698,808)	-21.53%
Other Expenditure	(2,167,016)	(3,534,131)	(3,512,300)	(4,791,109)	(4,770,041)	38.68%
Allocations	1,416,524	1,278,329	1,278,329	1,723,162	1,723,162	-10.81%
	(54,435,601)	(56,968,846)	(56,635,375)	(76,508,871)	(75,222,770)	4.45%
Borrowings Cost Expense						
Interest Expenses	(899,362)	(968,396)	(968,396)	(1,374,387)	(1,374,387)	7.13%
	(899,362)	(968,396)	(968,396)	(1,374,387)	(1,374,387)	7.13%
Non-Operating Grants, Subsidies and Contributions	2,724,882	15,250,586	13,662,799	32,443,772	30.347,185	-82.13%
Profit on Asset Disposals	96,576	54,037	54,037	82,137	82,137	78.72%
Loss on Asset Disposals	(23,706)	(26,962)	(26,962)	(34,577)	(34,577)	12.08%
	2,797,752	15,277,661	13,689,874	32,491,332	30,394,745	-81.69%
Net Result	15,642,463	24,097,077	22,414,874	26,724,401	24,570,544	-35.09%
Adjustments for Non-cash Revenue & Expenditure						
Depreciation	16,590,838	14,354,856	14,354,856	19,070,922	19,070,922	
Donated Assets	(42,000)	(5,000)	(5,000)	(8,365,000)	(8,365,000)	
(Profit)/Loss on Sale of Assets	(72,871)	(27,075)	(27,075)	(47,560)	(47,560)	
Allocations & Other Adjustments	(29)	0	0	(105,000)	0	
Deferred Pensioner Movements (Non-current)	10,233	0	0	0	0	
Recording of Employee Benefit Provisions (NC) Deposit & Bonds Movements (cash backed NC)	(1,090,620)	0	0	0	0	
	(2,222,320)		· ·	v	•	
Capital Revenue & (Expenditure)	(000 0=0)	(42 670 062)	(42 204 707)	(47 002 045)	(47 640 622)	03 (32)
Land & Buildings	(899,956)	(13,678,993)	(13,394,797)	(17,902,816)	(17,618,620)	93.42%
Plant & Equipment	(1,866,828)	(4,737,300)	(3,674,500)	(6,880,100)	(5,363,500)	60.59%
Furniture & Equipment	(254,493)	(691,676)	(691,676)	(883,640)	(883,640)	63.21%
Infrastructure Proceeds from Sale of Assets	(15,892,560) 660,750	(27,695,311) 835,950	(27,102,373) 835,950	(37,380,261) 1,045,950	(36,804,070) 1,045,950	42.62% -20.96%
Proceeds from New Loans	0	3,150,000	3,150,000	3,150,000	3,150,000	-100.00%
						-100.00%
Self Supporting Loans - Repayment of Principal Total Loan Repayments - Principal	51,571	52,071 (2,160,744)	52,071 (2,160,744)	79,253 (3,155,395)	79,253 (3,155,395)	-0.96% 1.44%
Advances to Community Groups	(2,129,664)					1.44%
		(150,000)	(150,000)	(150,000)	(150,000)	
Transfer to Restricted Assets	(921,343)	(413,994)	(413,994)	(551,000)	(551,000)	-122.55%
	7,098,045	9,092,600	9,092,600	14,423,922	14,423,922	-21.94%
Transfer from Restricted Assets			(13,206,822)	(19,354,328)	(19,269,123)	-2.16%
Transfer to Reserves	(13,579,216)	(13,292,027)				
	(13,579,216) 2,066,023	8,838,113	8,838,113	26,769,361	26,356,026	-76.62%
Transfer to Reserves						-76.62%

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Net Current Position

	2018/19 Actual	2018/19 Amended Budget	2018/19 Original Budget	2017/18 Actual
NET CURRENT ASSETS	\$	\$	\$	\$
CURRENT ASSETS				
Cash - Unrestricted	5,472,195	1,577,000	1,577,000	4,885,287
Cash - Restricted	72,675,910	46,240,097	46,568,227	67,528,052
Sundry Debtors	970,097	2,800,000	2,800,000	3,078,872
Rates Outstanding - General	3,564,284	1,100,000	1,100,000	1,262,372
Stock on Hand	16,543	23,000	23,000	23,67
	82,699,029	51,740,097	52,068,227	76,778,25
LESS: CURRENT LIABILITIES				
Bank Overdraft	0	0	0	
Sundry Creditors	1,141,485	5,500,000	5,500,000	5,738,91
Performance Bonds	2,727,941	3,818,562	3,818,562	3,818,56
	3,869,426	9,318,562	9,318,562	9,557,47
Current Position (inclusive of Restricted Funds)	78,829,603	42,421,535	42,749,665	67,220,78
Add: Cash Backed Liabilities (Deposits & Bonds)	2,727,941	3,818,562	3,818,562	3,818,56
Less: Cash - Restricted Funds	(72,675,910)	(46,240,097)	(46,568,227)	(67,528,052
NET CURRENT ASSET POSITION	8,881,634	0	0	3,511,291

Statement of Financial Activity - Period Ended 31 March 2019

City of Busselton

Capital Acquisition Report

Property, Plant & Equipment, Infrastructure

	Description	2018/ 19 Actual	2018/19 Amended Budget YTD	2018/19 Original Budget YTD	2018/19 Amended Budget	2018/19 Original Budget	2018/19 Budget YTD Variance
>> Prop	erty, Plant & Equipment	\$	\$	\$	\$	\$	%
	Land						
10610 10930	Property Services Administration Fire Prevention Council	0 170,000	50,000 200,000	50,000 200,000	100,000 200,000	100,000 200,000	-100.00% -15.00%
10970	Parking Control	0	1,300,000	1,300,000	1,300,000	1,300,000	-100.00%
11300	Sanitation Waste Services Administration	50,000	0	0	50,000	50,000	0.00%
		220,000	1,550,000	1,550,000	1,650,000	1,650,000	-85.81%
	Buildings						
	Major Projects						
	Major Project - Busselton Foreshore						
B9570	Foreshore East-Youth Precinct Community Youth Building/SLSC	9,190	9,531	9,531	12,710	12,710	-3.58%
B9583 B9600	Railway House Old Vasse Lighthouse	18,010 2,600	13,770	13,770	18,360 220,000	18,360 220,000	30.80% 0.00%
	Major Project - Library Expansion	29,800	23,301	23,301	251,070	251,070	27.89%
B9516	Busselton Library Upgrade	0	8,000	8,000	11,000	11,000	-100.00%
		0	8,000	8,000	11,000	11,000	-100.00%
	Major Project - Administration Building						
B9010	Civic and Administration Centre Construction	17,990	71,244	71,244	95,000	95,000	-74.75%
	Buildings (Other)	17,990	71,244	71,244	95,000	95,000	-74.75%
B9109	Hithergreen Building Renovations	0	68,886	0	68,886	0	-100.00%
B9112 B9113	Ambergate Bushfire Brigade Shed Vasse Bushfire Brigade Appliance Bay Facility	306,283 8,655	321,039 8,655	123,039 0	362,055 8,655	164,055 0	-4.60% 0.00%
B9114	Sussex BFB Concrete Apron	8,655	8,655	0	8,655	0	0.00%
B9300	Aged Housing Capital Improvements - Winderlup	68,091	45,000	45,000	60,000	60,000	51.31%
B9301 B9302	Aged Housing Capital Improvements - Harris Road Aged Housing Capital Improvements - Winderlup Court (City)	45,254 12,266	36,135 38,250	36,135 38,250	48,200 51,000	48,200 51,000	25.23% -67.93%
B9302	Busselton Senior Citizens	9,152	562,500	562,500	750,000	750,000	-98.37%
B9511	ArtGeo Building	0,132	54,747	54,747	73,000	73,000	-100.00%
B9512	GLC Aerobic Additions / Sauna Room	13,125	30,000	30,000	30,000	30,000	-56.25%
B9517	GLC - Pool Relining	0	50,000	50,000	50,000	50,000	-100.00%
B9528	GLC - Plant Room	41,775	49,615	49,615	57,819	57,819	-15.80%
B9538 B9556	Weld Theatre NCC Upgrade	6,235 53,717	15,000 95,868	15,000 95,868	15,000 107,818	15,000 107,818	-58.44% -43.97%
B9588	Old Court House Building Upgrade	53,/1/	56,250	56,250	75,000	75,000	-100.00%
B9591	Performing Arts Convention Centre	23,080	37,503	37,503	50,000	50,000	-38.46%
B9596	GLC Building Improvements	17,060	130,000	130,000	260,000	260,000	-86.88%
B9604	Womens Change Facility Bovell	0	26,250	26,250	35,000	35,000	-100.00%
B9605	Energy Efficiency Initiatives (Various Buildings	4,000	74,997	74,997	100,000	100,000	-94.67%
B9716 B9717	Airport Terminal Stage 2 Airport Construction, Existing Terminal Upgrade	(24,308)	9,686,250 375,003	9,686,250 375,003	12,915,000 500,000	12,915,000 500,000	-100.25% -100.00%
B9804 B9808	Bsn Jetty Tourist Park Home Busselton Jetty Tourist Park Upgrade	39,126 0	41,445 214,400	41,445 214,400	55,258 214,400	55,258 214,400	-5.59% -100.00%
		632,166	12,026,448	11,742,252	15,895,746	15,611,550	-94.74%
	Total Buildings	679,956	12,128,993	11,844,797	16,252,816	15,968,620	-94.39%
	Plant & Equipment						
10250			15 000	15.000	15.000	15.000	100.000/
10250 10251	Information & Communication Technology Services Business Systems	0	15,000 40,000	15,000 40,000	15,000 40,000	15,000 40,000	-100.00% -100.00%
10360	Customer Services	0	40,000	40,000	40,000	40,000	-100.00%
10502	Community & Commercial Services Support	47,995	50,000	50,000	50,000	50,000	-4.01%
10530	Community Services Administration	37,605	40,000	40,000	40,000	40,000	-5.99%
10630 10800	Property and Business Development	31,292 43,578	35,000 50,000	35,000 50,000	35,000 50,000	35,000 50,000	-10.59% -12.84%
10800	Planning Directorate Support Compliance Services	43,578 35.627	40,000	40,000	40,000	40,000	-12.84% -10.93%
10820	Strategic Planning	37,605	40,000	40,000	40,000	40,000	-5.99%
10920	Environmental Health Services Administration	38,885	40,000	40,000	40,000	40,000	-2.79%
10940	Fire Prevention DFES	55,537	55,000	55,000	55,000	55,000	0.98%
10980	Other Law, Order & Public Safety	31,877	35,000	35,000	35,000	35,000	-8.92%

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Capital Acquisition Report

Property, Plant & Equipment, Infrastructure

	Description	2018/ 19 Actual	2018/19 Amended	2018/19 Original	2018/19 Amended	2018/19 Original	2018/19 Budget YTD
			Budget YTD	Budget YTD	Budget	Budget	Variance
11000	Engineering & Works Services Support	55,000	50,000	50,000	50,000	50,000	10.00%
11101	Engineering Services Administration	33,844	35,000	35,000	35,000	35,000	-3.30%
11107	Engineering Services Design	34,071	35,000	35,000	35,000	35,000	-2.65%
11156	Airport Development Operations	84,400	112,500	112,500	150,000	150,000	-24.98%
11300	Sanitation Waste Services Administration	36,816	40,000	40,000	40,000	40,000	-7.96%
11401	Transport - Workshop	3,495	105,000	105,000	111,000	111,000	-96.67%
11402	Plant Purchases (P10)	462,418	1,152,000	1,152,000	1,927,000	1,927,000	-59.86%
11403	Plant Purchases (P11)	28,874	661,500	661,500	805,500	805,500	-95.64%
11404	Plant Purchases (P12)	671,382	816,000	816,000	1,470,000	1,470,000	-17.72%
11407	P&E - P&G Smart Technologies	7,598	112,500	112,500	150,000	150,000	-93.25%
11500	Operations Services Administration	72,658	75,000	75,000	110,000	110,000	-3.12%
B1013	Dunsborough Bushfire Brigade	0	0	0	178,300	0	0.00%
B1015	Hithergreen District Bushfire Brigade	0	465,200	0	465,200	0	-100.00%
B1024	Wilyabrup Bushfire Brigade	0	0	0	178,300	0	0.00%
B1026	Yallingup Rural Bushfire Brigade	0	597,600	0	597,600	0	-100.00%
B1029	Busselton Branch SES	1,272	0	0	97,200	0	0.00%
G0030	Busselton Transfer Station	7,500	0	0	0	0	0.00%
G0031	Dunsborough Waste Facility	7,500	0	0	o o	o o	0.00%
00031	on solvegi veste recity						
		1,866,828	4,737,300	3,674,500	6,880,100	5,363,500	-60.59%
	Furniture & Office Equipment						
10250	Information & Communication Technology Services	8.008	34,785	34,785	46,400	46,400	-76,98%
10251	Business Systems	126,647	193,842	193,842	258,500	258,500	-34,66%
10530	Community Services Administration	0	3,753	3,753	5,000	5,000	-100.00%
10590	Naturaliste Community Centre	0	8,057	8,057	16,110	16,110	-100.00%
10591	Geographe Leisure Centre	12,700	52,706	52,706	63,600	63,600	-75.90%
10625	Art Geo Administration	10,000	12,000	12,000	12,000	12,000	-16.67%
10900	Cultural Planning	67,500	137,777	137,777	152,030	152,030	-51.01%
11156	Airport Development Operations	29,637	225,000	225,000	300,000	300,000	-86.83%
11160	Busselton Jetty	29,637	3,753	3,753	5,000	5,000	-100.00%
B1361	YCAB (Youth Precinct Foreshore)	0	20,003	20,003	25,000	25,000	-100.00%
		254,493	691,676	691,676	883,640	883,640	-63.21%
	Sub-Total Property, Plant & Equipment	3,021,277	19,107,969	17,760,973	25,666,556	23,865,760	-84.19%
>> Infra	structure						
	Major Project - Busselton Foreshore						
C0029	Queen West Foreshore Carpark	166,919	152,253	152,253	203,000	203,000	9.63%
C3065	Signal Park	47,379	54,000	54,000	72,000	72,000	-12.26%
C3094	Busselton Foreshore - Stage 3	22,598	148,765	215,730	220,672	287,637	-84.81%
C3112	Busselton Foreshore - Exercise Equipment	0	0	0	225,000	225,000	0.00%
C3113	Busselton Tennis Club - Infrastructure	1,440,103	2,897,172	2,897,172	3,862,894	3,862,894	-50.29%
C3150	Busselton Foreshore Stage 3: Toddler's Playground	161.853	174,301	133,510	174.301	133,510	-7.14%
C3168	Busselton Foreshore Jetty Precinct	1,433,318	1,250,879	1,183,914	1,645,509	1,578,544	14.58%
C3179	Jetty Precinct Bike Racks/Bin Enclosures	8,374	9,369	9,369	12,500	12,500	-10.62%
C3180	Marine Tce Sword Planting	53,450	67,500	67,500	90,000	90,000	-20.81%
C3181	Minor Capital Improvements, Fencing, Seating, Lighting etc	9,705	15,372	15,372	20.500	20,500	-36.86%
C3182	Relocation of Veteran Car Club	3,000	13,372	13,372	250,000	250,000	0.00%
C3183	Queen Street Look Out Art Work	3,000	25,000	25,000	25,000	25,000	-100.00%
C3189	Fencing Possum Park Barnard East	144	30,000	30,000	30,000	30,000	-99.52%
C3169	rending rossum rark barnard case						
		3,346,844	4,824,611	4,783,820	6,831,376	6,790,585	-30.63%
	Major Project - Administration Building						
C0043	Administration Building Carpark	613	74,997	74,997	100,000	100,000	-99.18%
		613	74,997	74,997	100,000	100,000	-99.18%
	Major Project - Lou Weston Oval		, ,				
	major i roject. Lou meston ovai						
C3186	Lou Weston Oval - Courts	16,600	524,997	524,997	700,000	700,000	-96.84%
		16,600	524,997	524,997	700,000	700,000	-96.84%
	Footpaths Construction						
F0035	Dunsborough Lakes Drive to N.C.C.	119,453	114,003	114,003	152,000	152,000	4.78%
F0066	Bussell Highway Footpath Sections	389,881	442,368	442,368	589,820	589,820	-11.86%
F0075	Armitage Drive Footpath - Navigation Way to Avocet Boulevard	1,534	33,453	33,453	44,608	44,608	-95.41%
F0077	Valley Road Footpath	58,945	46,494	46,494	62,000	62,000	26.78%
F0078	Signal Park Bypass New Path	59,554	52,515	52,515	70,000	70,000	13.40%
F0079	Bovell Street Footpath	45,646	45,000	45,000	60,000	60,000	1.44%

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Capital Acquisition Report

Property, Plant & Equipment, Infrastructure

	Description	2018/19 Actual	2018/19 Amended Budget YTD	2018/19 Original Budget YTD	2018/19 Amended Budget	2018/19 Original Budget	2018/19 Budget YTD Variance
		675,015	733,833	733,833	978,428	978,428	-8.02%
	<u>Drainage Construction - Street</u>						
D0009	Busselton LIA - Geocatch Drain Partnership	2,304	22,500	22,500	30,000	30,000	-89.76%
D0015	Valley Road Drainage Upgrade	226,349	172,503	172,503	230,000	230,000	31.21%
D0017 D0018	Chain Avenue - Drainage Works Centurion Way - Drainage Works	889 24,911	140,994 8,991	140,994 8,991	187,982 11,991	187,982 11,991	-99.37% 177.07%
D0019	Johnston Avenue Drainage Upgrade - Stage 2	49,103	18,747	18,747	25,000	25,000	161.92%
D0020	Glenmeer Ramble Drainage	5,975	45,009	45,009	60,000	60,000	-86.73%
		309,531	408,744	408,744	544,973	544,973	-24.27%
	Car Parking Construction						
C0013	Yallingup Beach Car Park	263	75,744	75,744	101,000	101,000	-99.65%
C0044 C0049	Meelup Coastal Nodes - Carpark upgrade Port Geographe Marina Carparking	116,739 192,722	134,801 142,785	134,801 142,785	256,886 190,380	256,886 190,380	-13.40% 34.97%
00049	Port Geographe Marina Carparking						
		309,725	353,330	353,330	548,266	548,266	-12.34%
	Bridges Construction						
A0022	Yallingup Beach Road Bridge - 3347	0	0	0	222,000	222,000	0.00%
		0	0	0	222,000	222,000	0.00%
	Cycleways Construction						
F1018	Dunsborough Cycleway CBD to Our Lady of the Cape School	139,088	510,750	510,750	681,000	681,000	-72.77%
		139,088	510,750	510,750	681,000	681,000	-72.77%
	Townscape Construction						
C1001	Queen Street Upgrade - Duchess to Kent Street	0	91,836	91,836	122,450	122,450	-100.00%
C1024	Dunsborough Road Access Improvements Stage 1	889,608	972,369	972,369	1,296,501	1,296,501	-8.51%
		889,608	1,064,205	1,064,205	1,418,951	1,418,951	-16.41%
	Boat Ramps Construction						
C1502	Old Dunsborough Boat Ramp Finger Jetty	26,900	16,650	16,650	22,200	22,200	61.56%
C1512	Port Geographe Boat Ramp Renewal Works	0	164,997	164,997	220,000	220,000	-100.00%
		26,900	181,647	181,647	242,200	242,200	-85.19%
	Depot Construction						
C2006	Depot Washdown Facility Upgrades	867	80,000	80,000	110,000	110,000	-98.92%
		867	80,000	80,000	110,000	110,000	-98.92%
	Beach Restoration						
C2504		25.200	36 447	20 447	40.150	40.150	20.600
C2504 C2512	Groyne Construction Sand Re-Nourishment	25,396 657	36,117 88,803	36,117 88,803	48,150 173,410	48,150 118,410	-29.68% -99.26%
C2520	Coastal Protection Works	3,792	33,750	33,750	45,000	45,000	-88.76%
C2523 C2525	Broadwater Beach Coastal Protection Stage 1 of 4 Wonnerup Groynes 3, 5, & 6	0	150,000 225,000	225,000	150,000 300,000	300,000	-100.00% -100.00%
C2525	Baudin/ Wonnerup Groynes	0	225,000	225,000	300,000	300,000	-100.00%
C2527 C2528	Storm Damage Renewal of Infrastructure Craig Street Groyne and Sea Wall	78,312 0	71,253 250,000	71,253	95,000 250,000	95,000	9.91%
C2528	Craig Street Groyne and Sea Wall						200,007
		108,158	1,079,923	679,923	1,361,560	906,560	-89.98%
	Parks, Gardens & Reserves						
C3006 C3007	Playgrounds General - Replacement of playground equipment	778 18,381	7,500 43,000	7,500 43,000	15,000 43,000	15,000 43,000	-89.62% -57.25%
C3007	Park Furniture Replacement - Replace aged & unsafe Equip Bovell Park - Upgrade Lighting	18,381	79,000	43,000	43,000 79,000	43,000	-57.25%
C3024	Dunsborough Oval - Lighting Upgrade	0	41,247	41,247	55,000	55,000	-100.00%
C3048	BBQ Placement and Replacement	15,036	9,747	9,747	13,000	13,000	54.26%
C3122	Rails to Trails	7,553	187,943	186,543	250,123	248,723	-95.98%
C3131 C3143	Elijah Circle POS NCC Infrastructure	5,134 3,039	18,468 2,277	18,468 2.277	24,620 3.039	24,620 3.039	-72.20% 33.47%
C3145	Churchill Park	48,358	141,624	141,624	188,837	188,837	-65.85%
C3146	Dunsborough Town Centre	87,781	65,592	65,592	87,457	87,457	33.83%

Capital Acquisition Report

Property, Plant & Equipment, Infrastructure

	Description	2018/19	2018/19	2018/19	2018/19	2018/19	2018/19
		Actual	Amended Budget YTD	Original Budget YTD	Amended Budget	Original Budget	Budget YTD Variance
C3154	Administration Building Landscaping Works	19,845	15,003	15,003	20,000	20,000	32.27%
C3157	Port Geographe - Layman Road Native Tree Planting	13,819	24,867	24,867	33,158	33,158	-44.43%
C3158 C3159	Port Geographe - Casurina Replacements on Layman Road Port Geographe - Burgee Cove (Western Side of Bridge)	3,436 63,537	15,822 69,408	15,822 69.408	21,100 92,543	21,100 92,543	-78.29% -8.46%
C3160	Port Geographe - Reticulated POS at Layman Rd R/About	282,397	214,884	214,884	286,513	286,513	31.42%
C3163	Port Geographe - Outstanding Minor Repairs	7,497	22,500	22,500	30,000	30,000	-66.68%
C3164	Port Geographe - Reticulation Upgrade Scheme to Bore Water	180,136	249,696	249,696	332,927	332,927	-27.86%
C3166 C3174	Vasse River Foreshore - Bridge to Bridge Old Broadwater Farm Drink Fountain	2,633 2,813	63,734 5,000	63,734 5,000	94,317 5,000	94,317 5,000	-95.87% -43.74%
C3174	Currawong Drive Drink Fountain	2,908	5,000	5,000	5,000	5,000	-43.74%
C3176	Geographe Bay Road (Earnshaw) Coastal Fencing Renewal	481	7,497	7,497	10,000	10,000	-93.58%
C3177	Shade Sail Program	890	74,997	74,997	100,000	100,000	-98.81%
C3178 C3184	Ping Pong Facility at Foreshore Rotary Park Entry Gateway Landscape Upgrade	8,639 0	10,000 13,500	10,000 13,500	10,000 13,500	10,000 13,500	-13.61% -100.00%
C3184 C3185	Foreshore Skate Park Seating	16,045	26,000	26,000	26,000	26,000	-100.00%
C3187	Port Geographe Reticulation Upgrades	0	48,753	48,753	65,000	65,000	-100.00%
C3188	Port Geographe Capital Replacement and Tree Planting	24,509	18,747	18,747	25,000	25,000	30.73%
C3190	Mobile Grand Stands	31,848	22,500	22,500	30,000	30,000	41.55%
C3191	Armistice Centenary Program	5,881	0	0	0	0	0.00%
		853,373	1,504,306	1,423,906	1,959,134	1,878,734	-43.27%
	Cemetery Capital Works						
C1604	Pioneer Cemetery Infrastructure Upgrades	0	38,997	38,997	52,000	52,000	-100.00%
C1605 C1609	Busselton Cemetery Infrastructure Upgrades Pioneer Cemetery - Implement Conservation Plan	860 11,912	0 15,003	0 15,003	100,000 20,000	100,000 20,000	0.00% -20.60%
C1009	Pioneer Cemetery - Implement Conservation Plan	12,771	54,000	54,000	172,000	172,000	-76.35%
	Beach Front Infrastructure Works	12,771	34,000	34,000	172,000	172,000	-76.33%
******		05.500	00.000	00.000	00.000	22.222	
C1755 C1758	Dunsborough Beach Enclosure Net Replacement Beach Access Stairs - Bay View Cresent	95,500 909	90,000 21,000	90,000 21.000	90,000 21,000	90,000 21,000	6.11% -95.67%
C1760	King Street Reserve - Park Upgrade (Coastal Node)	126	57,500	57,500	77,500	77,500	-99.78%
		96,535	168,500	168,500	188,500	188,500	-42.71%
	Aged Housing - Infrastructure Works						
C3451	Aged Housing Infrastructure (Upgrade)	1,352	9,990	9,990	13,300	13,300	-86.47%
		1,352	9,990	9,990	13,300	13,300	-86,47%
	Sanitation Infrastructure						
C3479	Vidler Road Waste Site Capital Improvements	2.565	302.814	302.814	403.750	403,750	-99.15%
C3481	Transfer Station Development	41,994	331,749	331,749	442,340	442,340	-87.34%
C3485	Site Rehabilitation - Busselton	443,349	787,500	787,500	1,050,000	1,050,000	-43.70%
		487,908	1,422,063	1,422,063	1,896,090	1,896,090	-65.69%
	Airport Development						
C6086	Airport Construction - Air Freight Hub Stage 1	2,305,489	2,250,000	2,250,000	3,000,000	3,000,000	2.47%
C6087	Airport Construction Stage 2, Landside Civils & Services Inf	1,209,221	518,373	518,373	691,170	691,170	133.27%
C6091	Airport Construction Stage 2, Noise Management Plan	2,400	652,167	652,167	869,550	869,550	-99.63%
C6092	Airport Construction Stage 2, Airfield	922,132	862,497	862,497	1,150,000	1,150,000	6.91%
C6095 C6099	Airport Construction Stage 2, External Services	873,388	1,725,003	1,725,003	2,300,000	2,300,000	-49.37% -49.34%
00099	Airport Development - Project Expenses	727,345	1,435,736	1,435,736	1,892,760	1,892,760	
	****	6,039,974	7,443,776	7,443,776	9,903,480	9,903,480	-18.86%
	Main Roads						
50022 50035	Floodgate Road Strelly Street / Barlee Street Roundabout	6,027 148,699	23,247 337,500	23,247 337,500	31,000 450,000	31,000 450,000	-74.08% -55.94%
50035	Causeway Road / Rosemary Drive Roundabout	148,699	562,500	562,500	750,000	750,000	-55.94% -96.89%
50064	Peel Terrace (Stanley PI/Cammilleri St Intersection Upgrade)	155,827	459,774	459,774	613,033	613,033	-66.11%
S0066	Queen Street	2,458	39,636	39,636	52,846	52,846	-93.80%
50067	Layman Road - Reconstruction	67,128	114,363	114,363	152,487	152,487	-41.30%
S0068 S0069	Georgiana Molloy Bus Bay Facilities Peel Terrace (Brown Street Intersection Upgrades)	303,793 2,982	200,000 187,497	200,000 187,497	197,286 250,000	197,286 250,000	51.90% -98.41%
S0317	Naturaliste Terrace Asphalt Overlay	11,439	114,813	114,813	153,080	153,080	-98.41%
50318	Bentley Road Reseal	5,100	20,250	20,250	27,000	27,000	-74.81%
50319	Webster Road Reseal	172	23,247	23,247	31,000	31,000	-99.26%
50320	Ballarat Road Reseal	129	56,250	56,250	75,000	75,000	-99.77%
		721,257	2,139,077	2,139,077	2,782,732	2,782,732	-66.28%

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Capital Acquisition Report

Property, Plant & Equipment, Infrastructure

	Description		2018/ 19 Actual	2018/19 Amended Budget YTD	2018/19 Original Budget YTD	2018/19 Amended Budget	2018/19 Original Budget	2018/19 Budget YTD Variance
	Black Spot							
V0002	Eastern Link - Busselton Traffic Study		140,596	2,175,003	2,175,003	2,900,000	2,900,000	-93.54%
			140,596	2,175,003	2,175,003	2,900,000	2,900,000	-93.54%
	Council Roads Initiative							
W0005	Kaloorup Road		37,488	28,881	28,881	38,500	38,500	29.80%
W0016	Hairpin Road		26,961	63,747	63,747	85,000	85,000	-57.71%
W0026	Yoongarillup Road		641,504	667,503	667,503	890,000	890,000	-3.89%
W0055	Lindberg Road		60,460	130,122	130,122	173,500	173,500	-53,54%
W0058	Quininup Road		32,545	59,256	59,256	79,000	79,000	-45.08%
W0074	Chapman Hill Road		21,905	26,559	26,559	35,400	35,400	-17.52%
W0084	Vasse Yallingup Siding Road		187	15,147	15,147	20,200	20,200	-98,76%
W0136	DAIP Issues District ACROD Bays, ramps, signs etc	:	35,648	30,132	30,132	40,173	40,173	18.31%
W0176	Signage (Alternate CBD Entry)		3,273	14,850	14,850	19,796	19,796	-77.96%
W0183	Carter Road		29,570	19,512	19,512	26,000	26,000	51.55%
W0190	Miamup Road		13,313	12,150	12,150	16,200	16,200	9.57%
W0192	Valley Road		45,999	35,127	35,127	46,840	46,840	30.95%
W0195	Yallingup Beach Road		5,793	15,003	15,003	20,000	20,000	-61.39%
W0204	Greenfield Road (Loop) - One way layout		1,402	41,040	41,040	54,720	54,720	-96.58%
W0209	Layman Road Re-Shouldering		26,144	37,503	37,503	50,000	50,000	-30.29%
W0210	Lewis Road Gravel Resheet		27,920	27,000	27,000	36,000	36,000	3.41%
W0211	Koorabin Drive Stage 2		0	37,503	37,503	50,000	50,000	-100.00%
W0212	Hamilton Way Asphalt Overlay		95,405	210,762	210,762	281,000	281,000	-54.73%
W0213	Forsythe Place Asphalt Overlay		16,712	79,794	79,794	106,400	106,400	-79.06%
W0214	McGregor Place Asphalt Overlay		29,603	35,928	35,928	47,900	47,900	-17,60%
W0215	Langridge Place Asphalt Overlay		46,645	58,653	58,653	78,200	78,200	-20.479
W0216	Fredrick Street Partial Reconstruction		0	30,015	30,015	40,000	40,000	-100.00%
W0217	Russell Street Asphalt Overlay & Footpath		66,442	59,247	59,247	79,000	79,000	12.14%
W0218	Herring Street Asphalt Overlay & Footpath		63,820	50,256	50,256	67,000	67,000	26.99%
W0219	Wakeford Street Asphalt Overlay		52,083	50,031	50,031	66,700	66,700	4.109
W0220	Mann Street Asphalt Overlay		31,517	14,922	14,922	19,900	19,900	111.219
W0221	Eagle Bay Meelup Road Reseal		12,244	11,268	11,268	15,000	15,000	8.669
W0222	Neville Hyder Drive & Vasse Hwy Intersection		107,297	287,000	215,253	287,000	287,000	-62.619
W0223	Reading Street Reconstruction and Widen		142,822	138,753	138,753	185,000	185,000	2.939
W0224	Jones Way Asphalt Overlay		0	266,256	266,256	355,000	355,000	-100.009
W0225	College Avenue Reconstruction		571	69,003	69,003	92,000	92,000	-99.17%
W0226	Vickery/O'Donnel Asphalt Overlay		1,562	39,096	39,096	52,132	52,132	-96.019
W0227	William Drive Asphalt Overlay		247	171,225	171,225	228,310	228,310	-99.869
W0228	Gaia Close Asphalt Overlay		31,878	35,550	35,550	47,400	47,400	-10.33%
W0229	Tom Cullity Drive Second Coat Seal		6,884	72,765	72,765	97,000	97,000	-90.54%
			1,715,845	2,941,559	2,869,812	3,826,271	3,826,271	-41.67%
		Sub-Total Infrastructure	15,892,560	27,695,311	27,102,373	37,380,261	36,804,070	-42.62%
	Grand Total - Capital Acquisitions		18,913,837	46,803,280	44,863,346	63,046,817	60,669,830	

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Reserves Movement Report

		2018/2019 Actual	2018/2019 Amended Budget YTD	2018/2019 Original Budget YTD	2018/2019 Amended Budget	2018/2019 Original Budget	2017/2018 Actual
		\$	\$	\$	\$	\$	\$
100	Airport Infrastructure Renewal and Replacement Re	eserve					
	Accumulated Reserves at Start of Year Interest transfer to Reserves Transfer from Muni Transfer to Muni	1,325,501.46 29,839.43 402,336.00 (39,000.00)	1,325,501.46 18,648.00 402,336.00 (39,000.00)	1,325,501.46 18,648.00 402,336.00 (39,000.00)	1,325,501.46 24,864.00 536,450.00 (231,630.00)	1,325,501.46 24,864.00 536,450.00 (231,630.00)	1,428,767.68 36,998.87 452,365.03 (592,630.12)
136	- Airport Marketing Reserve	1,718,676.89	1,707,485.46	1,707,485.46	1,655,185.46	1,655,185.46	1,325,501.46
	Accumulated Reserves at Start of Year Interest transfer to Reserves Transfer from Muni Transfer to Muni	1,583,014.10 57,668.16 1,572,927.00 0.00	1,583,014.10 22,275.00 1,572,927.00	1,583,014.10 22,275.00 1,572,927.00	1,583,014.10 29,700.00 1,708,245.00	1,583,014.10 29,700.00 1,708,245.00	912,986.35 39,347.10 630,680.65 0.00
	Transfer to Muni		(1,500,000.00)	(1,500,000.00)	(1,590,287.00)	(1,590,287.00)	
143	Airport Noise Mitigation Reserve	3,213,609.26	1,678,216.10	1,678,216.10	1,730,672.10	1,730,672.10	1,583,014.10
	Interest transfer to Reserves	15,798.66	0.00	0.00	0.00	0.00	0.00
	Transfer from Muni Transfer to Muni	869,550.00 0.00	0.00	0.00	869,550.00 (869,550.00)	869,550.00 (869,550.00)	0.00
148	Airport Existing Terminal Building Reserve	885,348.66	0.00	0.00	0.00	0.00	0.00
	Interest transfer to Reserves	642.16	0.00	0.00	0.00	0.00	0.00
	Transfer from Muni	39,000.00	39,000.00	39,000.00	39,000.00	39,000.00	0.00
106	Building Reserve	39,642.16	39,000.00	39,000.00	39,000.00	39,000.00	0.00
	Accumulated Reserves at Start of Year	1,193,933.21	1,193,933.21	1,193,933.21	1,193,933.21	1,193,933.21	1,159,783.82
	Interest transfer to Reserves	21,280.62	16,794.00	16,794.00	22,392.00	22,392.00	28,040.78
	Transfer from Muni Transfer to Muni	293,938.63 (293,918.00)	293,938.63 (293,918.00)	271,098.00 (293,918.00)	891,312.81 (690,068.00)	868,472.18 (661,918.00)	28,783.76 (22,675.15)
404	Barnard Park Sports Pavilion Building Reserve	1,215,234.46	1,210,747.84	1,187,907.21	1,417,570.02	1,422,879.39	1,193,933.21
	Interest transfer to Reserves	98.65	0.00	0.00	0.00	0.00	0.00
	Transfer from Muni	7,875.00	7,875.00	7,875.00	10,500.00	10,500.00	0.00
405	Railway House Building Reserve	7,973.65	7,875.00	7,875.00	10,500.00	10,500.00	0.00
	Interest transfer to Reserves	155.01	0.00	0.00	0.00	0.00	0.00
	Transfer from Muni	12,375.00	12,375.00	12,375.00	16,500.00	16,500.00	0.00
406	Youth and Community Activities Building Reserve	12,530.01	12,375.00	12,375.00	16,500.00	16,500.00	0.00
	Interest transfer to Reserves Transfer from Muni	422.78	0.00 33,750.00	0.00	0.00 45,000.00	0.00 45,000.00	0.00
	transfer from Muni	33,750.00	33,750.00	33,750.00	45,000.00	45,000.00	0.00
407	Busselton Library Building Reserve	34,172.78	33,750.00	33,/50.00	45,000.00	45,000.00	0.00
	Interest transfer to Reserves	966.71	0.00	0.00	0.00	0.00	0.00
	Transfer from Muni Transfer to Muni	65,600.00 0.00	65,600.00 0.00	65,600.00 0.00	83,580.00 (11,000.00)	83,580.00 (11,000.00)	0.00
131	- Busselton Community Resource Centre	66,566.71	65,600.00	65,600.00	72,580.00	72,580.00	0.00
	Accumulated Reserves at Start of Year	156,653.93	156,653.93	156,653.93	156,653.93	156.653.93	123.721.93
	Interest transfer to Reserves Transfer from Muni	3,205.90 22,074.00	2,205.00 22,074.00	2,205.00 22,074.00	2,940.00 29,433.00	2,940.00 29,433.00	3,331.16 29,600.84
408	Busselton Jetty Tourist Park Reserve	181,933.83	180,932.93	180,932.93	189,026.93	189,026.93	156,653.93
							_
	Interest transfer to Reserves Transfer from Muni Transfer to Muni	2,050.59 163,701.00 0.00	0.00 163,701.00 (214,400.00)	0.00 163,701.00 (214,400.00)	0.00 218,272.00 (214,400.00)	0.00 218,272.00 (214,400.00)	0.00 0.00 0.00
		165,751.59	(50,699.00)	(50,699.00)	3,872.00	3,872.00	0.00

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Reserves Movement Report

		2018/2019 Actual	2018/2019 Amended Budget YTD	2018/2019 Original Budget YTD	2018/2019 Amended Budget	2018/2019 Original Budget	2017/2018 Actual
409	Geographe Leisure Centre Building Reserve	\$	\$	\$	\$	\$	\$
	Interest transfer to Reserves Transfer from Muni	5,508.26 373,997.00	0.00 373,997.00	0.00 373,997.00	0.00 476,640.00	0.00 476,640.00	0.00
	Transfer to Muni	0.00	(225,000.00)	(225,000.00)	(290,000.00)	(290,000.00)	0.00
	Transfer to wulli						
331	Joint Venture Aged Housing Reserve	379,505.26	148,997.00	148,997.00	186,640.00	186,640.00	0.00
	Accumulated Reserves at Start of Year Interest transfer to Reserves	997,854.77 20,530.53	997,854.77 14,040.00	997,854.77 14,040.00	997,854.77 18,720.00	997,854.77 18,720.00	874,987.03 23,462.75
	Transfer from Muni	132,597.00	132,597.00	132,597.00	176,800.00	176,800.00	124,404.99
	Transfer to Muni	0.00	0.00	0.00	(121,500.00)	(121,500.00)	(25,000.00)
		1,150,982.30	1,144,491.77	1,144,491.77	1,071,874.77	1,071,874.77	997,854.77
403	Aged Housing Resident Funded (Council)	1,130,302.00	2,244,452.11	2,2-1-,-1-217	2,012,014111	2,072,07417	337,034177
	Accumulated Reserves at Start of Year	186,717.69	186,717.69	186,717.69	186,717.69	186,717.69	175.334.77
	Interest transfer to Reserves	3,550.55	2,628.00	2,628.00	3,504.00	3,504.00	4,514.14
	Transfer from Muni	0.00	0.00	0.00	0.00	0.00	6,868.78
	Transfer to Muni	0.00	0.00	0.00	(66,200.00)	(66,200.00)	0.00
		190,268.24	189,345.69	189,345.69	124,021.69	124,021.69	186,717.69
410	Naturaliste Community Centre Building Reserve						
	Interest transfer to Reserves	1,731.77	0.00	0.00	0.00	0.00	0.00
	Transfer from Muni	123,115.00	123,115.00	123,115.00	159,078.00	159,078.00	0.00
	Transfer to Muni	0.00	(100,000.00)	(100,000.00)	(100,000.00)	(100,000.00)	0.00
	•	124,846.77	23,115.00	23,115.00	59,078.00	59,078.00	0.00
411	Civic and Administration Building Reserve						
	Interest transfer to Reserves	1,738.07	0.00	0.00	0.00	0.00	0.00
	Transfer from Muni	138,753.00	138,753.00	138,753.00	185,000.00	185,000.00	0.00
		140,491.07	138,753.00	138,753.00	185,000.00	185,000.00	0.00
110	Jetty Maintenance Reserve						
	Accumulated Reserves at Start of Year	4,193,450.51	4,193,450.51	4,193,450.51	4,193,450.51	4,193,450.51	3,158,774.78
	Interest transfer to Reserves	81,883.39	58,995.00	58,995.00	78,660.00	78,660.00	84,237.74
	Transfer from Muni	420,970.75	409,990.00	409,990.00	1,249,044.00	1,249,044.00	1,199,232.64
	Transfer to Muni	(270,000.00)	(270,000.00)	(270,000.00)	(1,552,610.00)	(1,552,610.00)	(248,794.65)
		4,426,304.65	4,392,435.51	4,392,435.51	3,968,544.51	3,968,544.51	4,193,450.51
150	Jetty Self Insurance Reserve						
	Interest transfer to Reserves Transfer from Muni	3,382.11 270,000.00	0.00 270,000.00	0.00 270,000.00	0.00 360,000.00	0.00	0.00
	transfer from Muni						
222	Asset Depreciation Reserve	273,382.11	270,000.00	270,000.00	360,000.00	360,000.00	0.00
			552 442 40				570 500 O
	Accumulated Reserves at Start of Year Interest transfer to Reserves	563,412.18 10,553.91	563,412.18 7,929.00	563,412.18 7,929.00	563,412.18 10,572.00	563,412.18 10.572.00	570,623.01 13,499.02
	Transfer to Muni	0.00	0.00	0.00	(573,984.18)	(573,984.18)	(20,709.85)
		573,966.09	571,341.18	571,341.18	0.00	0.00	563,412.18
223	Road Asset Renewal Reserve						
	Accumulated Reserves at Start of Year	1,299,765.50	1,299,765.50	1,299,765.50	1,299,765.50	1,299,765.50	505,707.47
	Interest transfer to Reserves	45,221.13	18,288.00	18,288.00	24,384.00	24,384.00	33,919.73
	Transfer from Muni	1,913,220.00	1,913,220.00	1,913,220.00	2,550,956.00	2,550,956.00	2,200,270.00
	Transfer to Muni	(1,003,105.00)	(183,105.00)	(183,105.00)	(3,875,096.00)	(3,875,096.00)	(1,440,131.70)
224	Fortest (Code Wood Re	2,255,101.63	3,048,168.50	3,048,168.50	9.50	9.50	1,299,765.50
224	Footpath/ Cycle Ways Reserve						
	Interest transfer to Reserves	2,178.77	0.00	0.00	0.00	0.00	0.00
	Transfer from Muni	173,934.00	173,934.00	173,934.00	231,906.00	231,906.00	0.00
	Transfer to Muni	0.00	0.00	0.00	(231,906.00)	(231,906.00)	0.00

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Reserves Movement Report

13			2018/2019 Actual	2018/2019 Amended Budget	2018/2019 Original Budget	2018/2019 Amended	2018/2019 Original	2017/2018 Actual
Accomplied Reserves at Start of Vear Interest transfer to Reserve (ASA) (185,395,64 2,185,395,			s	YTD \$	YTD \$	Budget \$	Budget \$	\$
Interest transfer for forestrees 6,6889.56 30,744.00 30,744.00 40,992.00 40,992.00 75,797.07 Transfer for Munit 61,145.00 61,145.0	115	Plant Replacement Reserve	-					
Interest transfer for forestrees 6,6889.56 30,744.00 30,744.00 40,992.00 40,992.00 75,797.07 Transfer for Munit 61,145.00 61,145.0		Accumulated Reserves at Start of Year	2.185.395.64	2.185.395.64	2.185.395.64	2.185.395.64	2.185.395.64	2.325.777.71
Transfer to Muni								
2,866,479.20								
Accommission Florence Start of View 12,138,26 432		Transfer to Muni	0.00	(873,350.00)	(873,350.00)	(2,179,650.00)	(2,179,650.00)	(949,051.09)
Accommisted Reserves at Start of Year 422,188.26	137	Russelton Traffic Study Implementation Reserve	2,866,479.20	1,976,983.64	1,976,983.64	892,325.64	892,325.64	2,185,395.64
Interest transfer to Reserves 20,995,77 6,094,00 945,801,00 945,801,00 945,801,00 945,801,00 945,801,00 945,801,00 945,801,00 1,211,11,110,00 1,211,110,10 1,211,110,10 1,211,110,10 1,211,110,10 1,211,110,110,111,110,110,111,110,110,11	137	busselon frame stady implementation reserve						
Transfer from Muni 95,881.00 94,881.00 121,111.100 121,111.100 16,165,000.00 (1,656,000.00) (1,6								
Transfer to Muni								
Accumulated Reserves at Start of Year 122,490,23 12								
Accumulated Reserves at Start of Year 122,490,23 12			1 398 129 83	384 023 26	384 023 26	1 360 26	1 360 26	432 138 26
Interest transfer to Reserves 2,674.56 1,719.00 3,775.00 32,920.00 32,920.00 32,920.00 33,750.00 33,750.00 35,000.00	132	CBD Enhancement Reserve	2,000,220.00	30 1,023120	50 1,023120	2,500.20	2,500:20	102,200120
Interest transfer to Reserves 2,674.56 1,719.00 3,775.00 32,920.00 32,920.00 32,920.00 33,750.00 33,750.00 35,000.00		Accumulated Reserves at Start of Year	122 490 23	122,490.23	122,490.23	122,490.23	122 490 23	84 897 67
Transfer from Muni								
157,959.23 157,959.23 157,959.23 49,782.23 49,782.23 122,490.25 Accumulated Reserves at Start of Year 1,844,714,76 1,444,714,76 1,444,714,76 1,444,76 1,						45,000.00		
127 New Infrastructure Development Reserve 1,834,714,76 1,		Transfer to Muni	0.00	0.00	0.00	(120,000.00)	(120,000.00)	0.00
Accumulated Reserves at Start of Year 1,834,714.76 1,834,			158,914.77	157,959.23	157,959.23	49,782.23	49,782.23	122,490.23
Interest transfer to Reserves Transfer from Muni 38,20,00 38,20,00 30,80,20,00 30,80,20,00 30,80,20,00 30,00 41,0941,00 41,0941,00 53,3105,00 1,545,740,00)	127	New Infrastructure Development Reserve						
Transfer from Muni 308,205.00 308,205.00 308,205.00 41,0941.00 (1,470,740.00) (533,105.00 7.00 (1,545,740.00) (1,470,740.00) (533,105.00 7.00 (1,545,740.00) (1,470,740.00) (533,037.25) (1,470,740.00) (203,037.25) (1,470,740.00) (203,037.25) (1,470,740.00) (203,037.25) (1,470,740.00) (2,470,470.00) (2,470,		Accumulated Reserves at Start of Year	1,834,714.76	1,834,714.76	1.834,714.76	1,834,714.76	1,834,714.76	2,033,639.44
Transfer to Muni 0.00 0.00 0.00 (1,545,740.00) (1,470,740.00) (93,337.25) 2,180,523.10 2,168,731.76 2,168,731.76 734,331.76 809,331.76 1,834,714.76 141 CPA infrastructure Road Upgrades Reserve Accumulated Reserves at Start of Year 1225,574,67 225,574,67 225,574,67 225,574,67 225,574,67 225,574,67 0.00 1,000 0.00 0.00 0.00 0.00 0.00 0.0		Interest transfer to Reserves	37,603.34	25,812.00	25,812.00	34,416.00	34,416.00	51,007.57
141 CPA Infrastructure Road Upgrades Reserve								
141 CPA Infrastructure Road Upgrades Reserve Accumulated Reserves at Start of Year Accumulated Reserves at Start of Year Accumulated Reserves Accumu		Transfer to Muni	0.00	0.00	0.00	(1,545,740.00)	(1,470,740.00)	(903,037.25)
Accumulated Reserves at Start of Year 1225,574,67 225,574,57 225,574,57 225,574,57 225,574,57 225,574,57 225,574,57 225,574,57 225,5			2,180,523.10	2,168,731.76	2,168,731.76	734,331.76	809,331.76	1,834,714.76
Interest transfer to Reserves	141	CPA Infrastructure Road Upgrades Reserve						
Interest transfer to Reserves		Accumulated Reserves at Start of Year	225,574.67	225,574,67	225,574.67	225,574.67	225,574.67	0.00
114 City Car Parking and Access Reserve								
City Car Parking and Access Reserve		Transfer from Muni	0.00	0.00	0.00	0.00	0.00	220,770.23
Accumulated Reserves at Start of Year 875,925.14 875,92			229,832.12	228,751.67	228,751.67	229,810.67	229,810.67	225,574.67
Interest transfer to Reserves 21,385.45 12,321.00 12,321.00 16,428.00 16,428.00 19,219.69 Transfer from Muni 403,524.00 403,524.00 538,024.00 538,024.00 538,024.00 400,050.00 (1,050,000.00) (1,050,000.00) (1,312,249.00) (206,846.24) 400,050.00 (1,050,000.00) (1,312,249.00) (206,846.24) 400,050.00 (1,312,249.00) (206,846.24) 400,050.00 (1,312,249.00) (206,846.24) 400,050.00 (1,312,249.00) (206,846.24) 400,050.00 (1,312,249.00) (206,846.24) 400,050.00 (1,312,249.00) (206,846.24) 400,050.00 (1,312,249.00) (206,846.24) 400,050.00 (1,312,249.00) (206,846.24) 400,050.00 (1,312,249.00) (206,846.24) 400,050.00 (1,312,249.00) (206,846.24) 400,050.00 (206,	114	City Car Parking and Access Reserve						
Transfer from Muni Transfer to Muni 1,302,84.00 (1,050,000.00) (1,050,000.00) (1,050,000.00) (1,050,000.00) (1,312,249.00) (1,312,249.00) (206,846.24) 107 Corporate IT System Programme Accumulated Reserves at Start of Year 78,625.03 78,625.03 78,625.03 78,625.03 78,625.03 78,625.03 125,981.19 Interest transfer to Reserves 1,290.03 1,107.00 1,07.00 1,476.00 1,476.00 2,966.44 71 71 71 71 71 71 71 71 71 71 71 71 71								
Transfer to Muni 0.00 (1,050,000.00) (1,050,000.00) (1,312,249.00) (206,846.24) 1,300,834.59 241,770.14 241,770.14 118,128.14 118,128.14 118,128.14 875,925.14 107 Corporate IT System Programme Accumulated Reserves at Start of Year 78,625.03 78,625.03 78,625.03 78,625.03 78,625.03 78,625.03 125,981.19 interest transfer to Reserves 1,290.03 1,107.00 1,107.00 1,476.00 1,476.00 2,966.44 17 ansfer to Muni 0.00 0.00 0.00 0.00 0.00 0.00 0.00 (50,322.60) 79,915.06 79,732.03 79,732.03 80,101.03 80,101.03 78,625.03 78,625.03 125,981.19 130 130 130 130 130 130 130 130 130 130								
1,300,834.59 241,770.14 241,770.14 118,128.14 118,128.14 875,925.14 107 Corporate IT System Programme Accumulated Reserves at Start of Year 78,625.03 78,625.03 78,625.03 78,625.03 78,625.03 78,625.03 125,981.19								
Accumulated Reserves at Start of Year 78,625.03		Transfer to Mulii						
Accumulated Reserves at Start of Year 78,625.03 78,625.03 78,625.03 78,625.03 78,625.03 125,981.19 Interest transfer to Reserves 1,290.03 1,107.00 1,107.00 1,476.00 1,476.00 2,966.44 Transfer to Muni 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	107	Corporate IT System Brogramme	1,300,834.59	241,770.14	241,770.14	118,128.14	118,128.14	875,925.14
Interest transfer to Reserves Transfer to Muni Transfer to Reserves Transfer to Reserves Transfer to Reserves Transfer to Reserves Transfer to Muni Tr	107	Corporate it System Programme						
Transfer to Muni 0.00 0.00 0.00 0.00 0.00 0.00 0.00 (50,322,60) 79,915.06 79,732.03 79,732.03 80,101.03 80,101.03 78,625.03 133 Election, Valuation and Corporate Expenses Reserve Accumulated Reserves at Start of Year 149,557.64								
79,915.06 79,732.03 79,732.03 80,101.03 80,101.03 78,625.03 133 Election, Valuation and Corporate Expenses Reserve Accumulated Reserves at Start of Year 149,557.64								
Accumulated Reserves at Start of Year 149,557.64 14		Transfer to Muni	0.00	0.00	0.00	0.00	0.00	(50,322.60)
Accumulated Reserves at Start of Year 149,557.64 149,55				79,732.03	79,732.03	80,101.03	80,101.03	78,625.03
Interest transfer to Reserves 5,224.05 2,106.00 2,106.00 2,808.00 2,808.00 9,521.18 Transfer from Muni 263,205.00 263,205.00 263,205.00 350,949.00 350,949.00 177,904.00 0.00 0.00 0.00 (10,300.00) (10,300.00) (369,420.08) 417,986.69 414,868.64 414,868.64 493,014.64 493,014.64 493,014.64 149,557.64 111 Legal Expenses Reserve Accumulated Reserves at Start of Year 557,904.00 557,904.00 557,904.00 557,904.00 557,904.00 557,904.00 557,904.00 10,464.00 13,072.12 Transfer to Reserves 11,217.15 7,848.00 7,848.00 10,464.00 10,464.00 13,072.12 Transfer from Muni 61,364.00 61,364.00 0.00 63,364.00 0.00 10,000 Transfer to Muni 0.00 0.00 0.00 0.00 (30,000.00) (30,000.00) 0.00	133	Election, Valuation and Corporate Expenses Reserv	e					
Transfer from Muni 263,205.00 263,205.00 263,205.00 350,949.00 350,949.00 177,904.00 (10,300.00) (10,300.00) (10,300.00) (369,420.08) 417,986.69 414,868.64 414,868.64 493,014.64 493,014.64 149,557.64 111 Legal Expenses Reserve Accumulated Reserves at Start of Year 557,904.00 557,904.00 557,904.00 557,904.00 557,904.00 557,904.00 557,904.00 10,464.00 10,464.00 13,072.12 177 177 177 177 177 177 177 177 177 1		Accumulated Reserves at Start of Year	149,557.64	149,557.64	149,557.64	149,557.64	149,557.64	331,552.54
Transfer to Muni 0.00 0.00 0.00 (10,300.00) (10,300.00) (369,420.08) 417,986.69 414,868.64 414,868.64 493,014.64 493,014.64 149,557.64 111 Legal Expenses Reserve Accumulated Reserves at Start of Year 557,904.00 557,904.00 557,904.00 557,904.00 557,904.00 544,831.88 Interest transfer to Reserves 11,277.15 7,848.00 7,848.00 10,464.00 10,464.00 13,072.12 Transfer from Muni 61,364.00 61,364.00 0.00 61,364.00 0.00 61,364.00 0.00 17ansfer to Muni 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.								
111 Legal Expenses Reserve 417,986.69 414,868.64 414,868.64 493,014.64 493,014.64 149,557.64 Accumulated Reserves at Start of Year 557,904.00 557,904.00 557,904.00 557,904.00 557,904.00 557,904.00 544,831.88 Interest transfer to Reserves 11,217.15 7,848.00 7,848.00 10,464.00 10,464.00 13,072.12 Transfer from Muni 61,364.00 61,364.00 0.00 61,364.00 0.00 Transfer to Muni 0.00 0.00 0.00 (30,000.00) (30,000.00) 0.00								
111 Legal Expenses Reserve Accumulated Reserves at Start of Year Interest transfer to Reserves 557,904.00 557,904.00 557,904.00 557,904.00 557,904.00 557,904.00 557,904.00 557,904.00 557,904.00 557,904.00 10,464.00 10,464.00 13,072.12 7,848.00 7,848.00 0.00 61,364.00 0.00		Transfer to Muni	0.00	0.00	0.00	(10,300.00)	(10,300.00)	(369,420.08)
Accumulated Reserves at Start of Year 557,904.00 557,904.00 557,904.00 557,904.00 557,904.00 544,831.88 Interest transfer to Reserves 11,217.15 7,848.00 7,848.00 10,464.00 10,464.00 13,072.12 Transfer from Muni 61,364.00 61,364.00 0.00 61,364.00 0.00 0.00 Transfer to Muni 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	111	Legal Fynenses Reserve	417,986.69	414,868.64	414,868.64	493,014.64	493,014.64	149,557.64
Interest transfer to Reserves 11,217.15 7,848.00 7,848.00 10,464.00 10,464.00 13,072.12 Transfer from Muni 61,364.00 61,364.00 0.00 63,364.00 0.00 0.00 Transfer to Muni 0.00 0.00 0.00 (30,000.00) (30,000.00) 0.00		ergur expenses neserve						
Transfer from Muni 61,364.00 61,364.00 0.00 61,364.00 0.00 0.00 Transfer to Muni 0.00 0.00 0.00 (30,000.00) (30,000.00) 0.00								
Transfer to Muni 0.00 0.00 0.00 (30,000.00) (30,000.00) 0.00								
630,485.15 627,116.00 565,752.00 599,732.00 538,368.00 557,904.00		TOTAL SO FROM						
			630,485.15	627,116.00	565,752.00	599,732.00	538,368.00	557,904.00

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Reserves Movement Report

		2018/2019 Actual	2018/2019 Amended Budget YTD	2018/2019 Original Budget YTD	2018/2019 Amended Budget	2018/2019 Original Budget	2017/2018 Actual
202	Long Service Leave Reserve	\$	\$	\$	\$	\$	\$
	Accumulated Reserves at Start of Year Interest transfer to Reserves	3,111,698.09 73,069.41	3,111,698.09 43,776.00	3,111,698.09 43,776.00	3,111,698.09 58,368.00	3,111,698.09 58,368.00	2,763,368.00 56,523.18
	Transfer from Muni	187,497.00	187,497.00	187,497.00	250,000.00	250,000.00	676,352.91
	Transfer to Muni	0.00	0.00	0.00	(606,308.00)	(606,308.00)	(384,546.00)
	-	3,372,264.50	3,342,971.09	3,342,971.09	2,813,758.09	2,813,758.09	3,111,698.09
203	Professional Development Reserve						
	Accumulated Reserves at Start of Year	113,024.66	113,024.66	113,024.66	113,024.66	113,024.66	95,329.2
	Interest transfer to Reserves	2,630.59	1,593.00	1,593.00	2,124.00	2,124.00	3,023.8
	Transfer from Muni Transfer to Muni	52,497.00 0.00	52,497.00 0.00	52,497.00 0.00	70,000.00 (70,000.00)	70,000.00 (70,000.00)	75,000.0 (60,328.47
	-	168,152.25	167,114.66	167,114.66	115,148.66	115,148.66	113,024.6
204	Sick Pay Incentive Reserve						
	Accumulated Reserves at Start of Year	175,935.04	175,935.04	175,935.04	175,935.04	175,935.04	146,379.5
	Interest transfer to Reserves	3,998.54	2,475.00	2,475.00	3,300.00	3,300.00	2,902.3
	Transfer from Muni Transfer to Muni	0.00	0.00	0.00	(70,000.00)	0.00 (70,000.00)	80,588.5 (53,935.43
	Taisie to wall						
124	Workers Compensation Contingency Reserve	179,933.58	178,410.04	178,410.04	109,235.04	109,235.04	175,935.0
	Accumulated Reserves at Start of Year	356,227.48	356,227.48	356,227.48	356,227.48	356,227.48	322,008.3
	Interest transfer to Reserves	6,675.91	5,013.00	5,013.00	6,684.00	6,684.00	8,469.11
	Transfer from Muni	0.00	0.00	0.00	0.00	0.00	50,750.0
	Transfer to Muni	0.00	0.00	0.00	(60,000.00)	(60,000.00)	(25,000.00
302	Community Facilities - City District	362,903.39	361,240.48	361,240.48	302,911.48	302,911.48	356,227.4
	Accumulated Reserves at Start of Year	2,303,095.83	2,303,095.83	2,303,095.83	2,303,095.83	2,303,095.83	2,103,562.8
	Interest transfer to Reserves Transfer from Muni	45,225.21 115.785.72	32,400.00 445,410.00	32,400.00 445,410.00	43,200.00 593,880.00	43,200.00 593,880.00	49,430.6 381.473.5
	Transfer to Muni	0.00	0.00	0.00	(643,415.00)	(643,415.00)	(231,371.20
304	-	2,464,106.76	2,780,905.83	2,780,905.83	2,296,760.83	2,296,760.83	2,303,095.8
504	Community Facilities - Broadwater						
	Accumulated Reserves at Start of Year	138,048.48	138,048.48	138,048.48	138,048.48	138,048.48	108,039.5
	Interest transfer to Reserves Transfer from Muni	2,657.66 3,473.46	1,944.00 21,762.00	1,944.00 21,762.00	2,592.00 29,020.00	2,592.00 29,020.00	2,907.1 27,101.8
	-	144,179.60	161,754.48	161,754.48	169,660.48	169,660.48	138,048.4
303	Community Facilities - Busselton						
	Accumulated Reserves at Start of Year	34,546.40	34,546.40	34,546.40	34,546.40	34,546.40	93,422.7
	Interest transfer to Reserves	707.12	486.00	486.00	648.00	648.00	461.7
	Transfer from Muni Transfer to Muni	3,376.99 0.00	37,926.00 0.00	37,926.00 0.00	50,560.00 (80,000.00)	50,560.00 (20,000.00)	21,731.9
	-	38,630.51	72,958.40	72,958.40	5,754.40	65,754.40	34,546.4
305	Community Facilities - Dunsborough	30,030.31	12,330.40	72,550.40	3,754.40	03,734.40	34,340.41
	Accumulated Reserves at Start of Year	166,327.12	166,327.12	166,327.12	166,327.12	166,327.12	147,095.4
	Interest transfer to Reserves	3,408.30	2,340.00	2,340.00	3,120.00	3,120.00	3,714.8
	Transfer from Muni	17,185.66	58,950.00	58,950.00	78,600.00	78,600.00	15,516.8
	-	186,921.08	227,617.12	227,617.12	248,047.12	248,047.12	166,327.1
311	Community Facilities - Dunsborough Lakes Estate						
	Accumulated Reserves at Start of Year	525,105.39	525,105.39	525,105.39	525,105.39	525,105.39	153,792.5
	Interest transfer to Reserves Transfer from Muni	12,929.75	7,389.00	7,389.00	9,852.00	9,852.00	9,041.8
	rransier from Muni	378,036.00	365,832.00	365,832.00	487,780.00	487,780.00	362,271.0
306	Community Facilities - Geographe	916,071.14	898,326.39	898,326.39	1,022,737.39	1,022,737.39	525,105.3
	Accumulated Reserves at Start of Year	95,061.38	95,061.38	95,061.38	95,061.38	95,061.38	55,970.0
	Interest transfer to Reserves	1.815.89	1,341.00	1.341.00	1,788.00	1,788.00	1,777.79
	Transfer from Muni	1,360.20	4,626.00	4,626.00	6,170.00	6,170.00	37,313.5
	-	98,237.47	101,028.38	101,028.38	103,019.38	103,019.38	95,061.3
		- 398.0777	_52,020.50				55,002.50

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Reserves Movement Report

		2018/2019 Actual	2018/2019 Amended Budget YTD	2018/2019 Original Budget YTD	2018/2019 Amended Budget	2018/2019 Original Budget	2017/2018 Actual
		\$	\$	\$	\$	\$	\$
310	Community Facilities - Port Geographe						
	Accumulated Reserves at Start of Year	335,116.76	335,116.76	335,116.76	335,116.76	335,116.76	327,264.72
	Interest transfer to Reserves	6,324.93	4,716.00	4,716.00	6,288.00	6,288.00	7,852.04
309	Community Facilities - Vasse	341,441.69	339,832.76	339,832.76	341,404.76	341,404.76	335,116.76
	Accumulated Reserves at Start of Year	589,760.45	589,760.45	589,760.45	589,760.45	589,760.45	901,072.26
	Interest transfer to Reserves	11,138.23 10,976.42	8,298.00 341,595.00	8,298.00 341.595.00	11,064.00	11,064.00 455,460.00	17,542.06
	Transfer from Muni Transfer to Muni	0.00	0.00	0.00	455,460.00 0.00	0.00	6,666.62 (335,520.49)
	Transfer to Midir						
308	Community Facilities - Airport North	611,875.10	939,653.45	939,653.45	1,056,284.45	1,056,284.45	589,760.45
	Accumulated Reserves at Start of Year Interest transfer to Reserves	2,826,296.71 53,342.96	2,826,296.71 39.762.00	2,826,296.71 39,762.00	2,826,296.71 53,016.00	2,826,296.71 53.016.00	2,760,074.43 66,222.28
	Transfer from Muni	0.00	159,066.00	159,066.00	212,080.00	212,080.00	0.00
		2,879,639.67	3,025,124.71	3,025,124.71	3,091,392.71	3,091,392.71	2.826.296.71
130	Locke Estate Reserve	2,013,033.01	3,023,224.72	3,023,224.72	3,032,332.72	3,032,332.72	2,020,230.72
	Accumulated Reserves at Start of Year	0.00	0.00	0.00	0.00	0.00	129,971.14
	Interest transfer to Reserves	601.24	0.00	0.00	0.00	0.00	2,963.03
	Transfer from Muni	47,997.00	47,997.00	47,997.00	64,000.00	64,000.00	64,000.00
	Transfer to Muni	0.00	0.00	0.00	(64,000.00)	(64,000.00)	(196,934.17)
122		48,598.24	47,997.00	47,997.00	0.00	0.00	0.00
122	Port Geographe Development Reserve						
	Accumulated Reserves at Start of Year	1,455,440.82	1,455,440.82	1,455,440.82	1,455,440.82	1,455,440.82	1,534,670.81
	Interest transfer to Reserves	27,495.94	20,475.00	20,475.00	27,300.00	27,300.00	35,863.99
	Transfer from Muni Transfer to Muni	37,503.00 0.00	37,503.00 0.00	37,503.00 0.00	50,000.00 (999,781.00)	50,000.00 (999,781.00)	0.00 (115,093.98)
		1.520.439.76	1.513.418.82	1.513.418.82	532,959.82	532,959.82	1,455,440,82
123	Port Geographe Waterways Managment Reserv		2,020,120.02	2,020,120.02	002,000		2,100,110102
	Accumulated Reserves at Start of Year	3,387,485.07	3,387,485.07	3,387,485.07	3,387,485.07	3,387,485.07	3,422,821.20
	Interest transfer to Reserves	65,623.82	47,655.00	47,655.00	63,540.00	63,540.00	81,230.24
	Transfer from Muni Transfer to Muni	140,679.00	140,679.00 (20,000.00)	140,679.00	187,573.00	187,573.00	183,433.63 (300,000.00)
	Transfer to Muni	(20,000.00)		(20,000.00)	(337,800.00)	(337,800.00)	
126	Provence Landscape Maintenance Reserve (SAI	3,573,787.89	3,555,819.07	3,555,819.07	3,300,798.07	3,300,798.07	3,387,485.07
	Accumulated Reserves at Start of Year Interest transfer to Reserves	1,101,707.78 22,192.62	1,101,707.78 15.498.00	1,101,707.78 15,498.00	1,101,707.78 20,664.00	1,101,707.78 20,664.00	1,001,808.42 26,306.82
	Transfer from Muni	125,082.00	125,082.00	125,082.00	166,778.00	166,778.00	163,821.22
	Transfer to Muni	0.00	0.00	0.00	(162,645.00)	(162,645.00)	(90,228.68)
		1,248,982.40	1,242,287.78	1,242,287.78	1,126,504.78	1,126,504.78	1,101,707.78
128	Vasse Newtown Landscape Maintenance Reser	ve (SAR)					
	Accumulated Reserves at Start of Year	535,722.24	535,722.24	535,722.24	535,722.24	535,722.24	485,466.16
	Interest transfer to Reserves	11,370.55	7,533.00	7,533.00	10,044.00	10,044.00	13,173.43
	Transfer from Muni Transfer to Muni	127,791.00 0.00	127,791.00 0.00	127,791.00 0.00	170,390.00 (174,860.00)	170,390.00 (174,860.00)	168,932.54 (131,849.89)
	Transfer to Muni						
138	CPA Bushfire Facilities Reserve	674,883.79	671,046.24	671,046.24	541,296.24	541,296.24	535,722.24
	Accumulated Reserves at Start of Year Interest transfer to Reserves	55,861.58 1,054.30	55,861.58 783.00	55,861.58 783.00	55,861.58 1,044.00	55,861.58 1,044.00	0.00 1,189.78
	Transfer from Muni	0.00	0.00	0.00	0.00	0.00	54,671.80
		56,915.88	56,644,58	56,644,58	56,905.58	56,905.58	55,861.58
139	CPA Community Facilities Dunsborough Lakes S		30,0-4,30	30,044.30	30,303.30	30,303.30	55,031.50
	Accumulated Reserves at Start of Year	70,848.15	70,848.15	70,848.15	70,848.15	70,848.15	0.00
	Interest transfer to Reserves	1,337.15	999.00	999.00	1,332.00	1,332.00	1,508.95
	Transfer from Muni	0.00	0.00	0.00	0.00	0.00	69,339.20
		72,185.30	71,847.15	71,847.15	72,180.15	72,180.15	70,848.15
		,	- 2,0123	. 2,020	, 2,200.20	. 2,200.23	, 0,0-10.13

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Reserves Movement Report

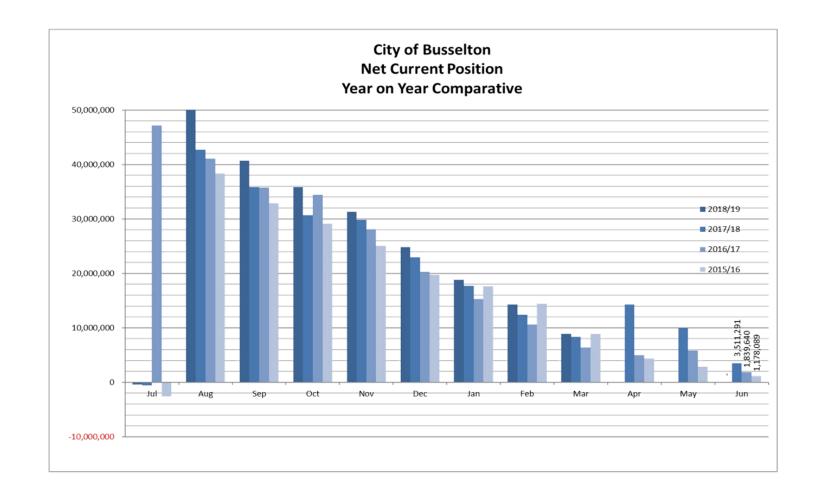
		2018/2019 Actual	2018/2019 Amended Budget YTD	2018/2019 Original Budget YTD	2018/2019 Amended Budget	2018/2019 Original Budget	2017/2018 Actual
140	CPA Community Facilities South Biddle Precinct Re	\$ serve	\$	\$	\$	\$	\$
	Accumulated Reserves at Start of Year	1,030,368.46	1,030,368.46	1,030,368.46	1,030,368.46	1,030,368.46	0.00
	Interest transfer to Reserves	19,446.96	14,499.00	14,499.00	19,332.00	19,332.00	26,544.32
	Transfer from Muni	0.00	0.00	0.00	0.00	0.00	1,003,824.14
	Transfer to Muni	0.00	0.00	0.00	(200,000.00)	(200,000.00)	0.00
321	Busselton Area Drainage and Waterways Improve	1,049,815.42 ment Reserve	1,044,867.46	1,044,867.46	849,700.46	849,700.46	1,030,368.46
	Accumulated Reserves at Start of Year	548,820.67	548,820.67	548,820.67	548,820.67	548,820.67	609,789.27
	Interest transfer to Reserves Transfer to Muni	10,067.00	7,722.00 0.00	7,722.00 0.00	10,296.00 (169,317.00)	10,296.00 (169,317.00)	14,630.64 (75,599.24)
		558,887.67	556,542.67	556,542.67	389,799.67	389,799.67	548,820.67
102	Climate Adaptation Reserve	558,887.67	556,542.67	550,542.67	389,799.67	389,799.67	548,820.67
	Accumulated Reserves at Start of Year	2,472,424.34	2,472,424.34	2,472,424.34	2,472,424.34	2,472,424.34	1,900,992.93
	Interest transfer to Reserves	51,718.31	34,785.00	34,785.00	46,380.00	46,380.00	50,101.34
	Transfer from Muni	347,796.00	347,796.00	347,796.00	527,732.00	527,732.00	650,654.17
	Transfer to Muni	0.00	0.00	0.00	(1,317,290.00)	(1,091,290.00)	(129,324.10)
144	Emergency Disaster Recovery Reserve	2,871,938.65	2,855,005.34	2,855,005.34	1,729,246.34	1,955,246.34	2,472,424.34
244	Eller gelley Disaster Recovery Reserve						
	Accumulated Reserves at Start of Year	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	0.00
	Interest transfer to Reserves Transfer from Muni	1,337.03 16,003.40	702.00 16,003.40	702.00 15,003.00	936.00 21,000.40	936.00 20.000.00	0.00 50.000.00
		67,340.43	66,705.40	65,705.00	71,936.40	70,936.00	50,000.00
145	Energy Sustainability Reserve	67,340.43	66,703.40	63,703.00	71,936.40	70,936.00	50,000.00
	Accumulated Reserves at Start of Year	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	0.00
	Interest transfer to Reserves	3,212.19	1,404.00	1,404.00	1,872.00	1,872.00	0.00
	Transfer from Muni	74,997.00	74,997.00	74,997.00	100,000.00	100,000.00	100,000.00
	Transfer to Muni	0.00	0.00	0.00	(120,000.00)	(120,000.00)	0.00
146	Company Barrery	178,209.19	176,401.00	176,401.00	81,872.00	81,872.00	100,000.00
146	Cemetery Reserve						
	Accumulated Reserves at Start of Year	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	0.00
	Interest transfer to Reserves	2,988.62	1,404.00	1,404.00	1,872.00	1,872.00	0.00
	Transfer from Muni Transfer to Muni	57,150.00 0.00	57,150.00 0.00	57,150.00 0.00	76,200.00 (120,000.00)	76,200.00 (120,000.00)	100,000.00
	Transfer to Widin						
341	Public Art Reserve	160,138.62	158,554.00	158,554.00	58,072.00	58,072.00	100,000.00
	Accumulated Reserves at Start of Year Interest transfer to Reserves	229,685.21 4.281.08	229,685.21 3,231.00	229,685.21 3.231.00	229,685.21 4.308.00	229,685.21 4.308.00	94,836.29 5.367.42
	Transfer from Muni	0.00	74,997.00	74,997.00	100,000.00	100,000.00	143,481.50
	Transfer to Muni	0.00	0.00	0.00	(167,185.00)	(143,000.00)	(14,000.00)
		233,966.29	307,913.21	307,913.21	166,808.21	190,993.21	229,685.21
121	Waste Management Facility and Plant Reserve						
	Accumulated Reserves at Start of Year	7.881.068.17	7.881.068.17	7.881.068.17	7.881.068.17	7.881.068.17	7.578.591.65
	Interest transfer to Reserves	151,443.41	110,880.00	110,880.00	147,840.00	147,840.00	201,558.61
	Transfer from Muni	1,073,898.00	1,073,898.00	1,073,898.00	1,431,862.00	1,431,862.00	2,007,303.35
	Transfer to Muni	(440,000.00)	(3,069,340.00)	(3,069,340.00)	(4,140,590.00)	(4,140,590.00)	(1,906,385.44)
120	Strategic Projects Reserve	8,666,409.58	5,996,506.17	5,996,506.17	5,320,180.17	5,320,180.17	7,881,068.17
120	on angle Frojects neserve						
	Accumulated Reserves at Start of Year	226,213.20	226,213.20	226,213.20	226,213.20	226,213.20	230,336.88
	Interest transfer to Reserves	4,393.90	3,177.00	3,177.00	4,236.00	4,236.00	5,792.39
	Transfer from Muni Transfer to Muni	18,747.00	18,747.00	18,747.00 0.00	25,000.00	25,000.00	25,000.00 (34,916.07)
129	Untied Grants Reserve	249,354.10	248,137.20	248,137.20	255,449.20	255,449.20	226,213.20
	Accumulated Reserves at Start of Year	0.00	0.00	0.00	0.00	0.00	1,146,659.00
	Transfer to Muni	0.00	0.00	0.00	0.00	0.00	(1,146,659.00)
		0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00

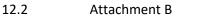
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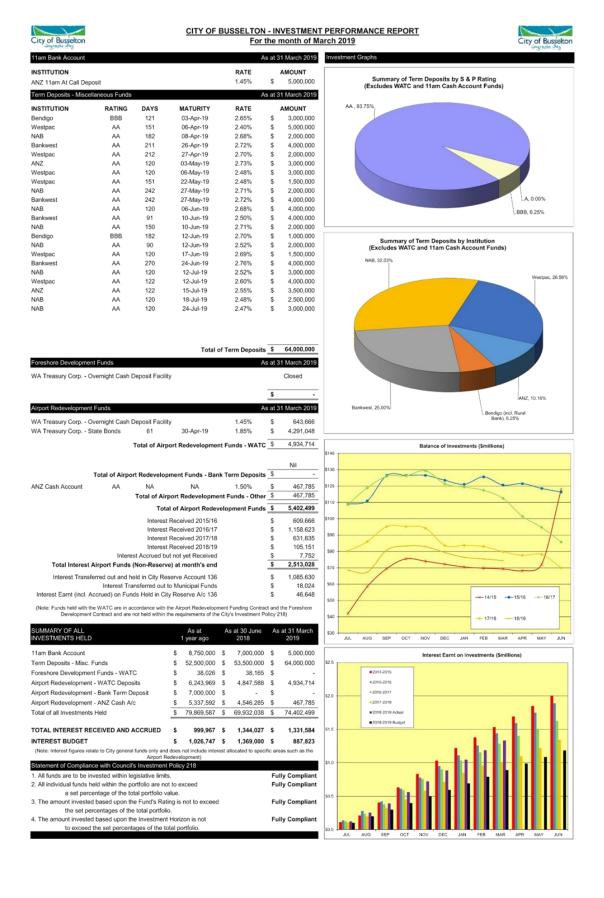
Reserves Movement Report

		2018/2019 Actual	2018/2019 Amended Budget YTD	2018/2019 Original Budget YTD	2018/2019 Amended Budget	2018/2019 Original Budget	2017/2018 Actual
		\$	\$	\$	\$	\$	\$
134	Civic and Administration Centre Construction Re	serve					
	Accumulated Reserves at Start of Year	0.00	0.00	0.00	0.00	0.00	444,863,46
	Transfer to Muni	0.00	0.00	0.00	0.00	0.00	(444,863.46)
		0.00	0.00	0.00	0.00	0.00	0.00
	Total Cash Back Reserves	59,491,711.35	52,432,432.23	52,347,227.20	40,563,485.23	40,891,615.20	47,978,518.20
	Summary Reserves						
	Accumulated Reserves at Start of Year	47,978,518.20	47,978,518.20	47,978,518.20	47,978,518.20	47,978,518.20	43,539,055.90
	Interest transfer to Reserves	1,061,627.92	675,000.00	675,000.00	900,000.00	900,000.00	1,130,739.25
	Transfer from Muni	12,517,588.23	12,617,027.03	12,531,822.00	18,454,328.21	18,369,123.18	13,971,934.16
	Transfer to Muni	(2,066,023.00)	(8,838,113.00)	(8,838,113.00)	(26,769,361.18)	(26,356,026.18)	(10,663,211.11)
	Closing Balance	59,491,711.35	52,432,432.23	52,347,227.20	40,563,485.23	40,891,615.20	47,978,518.20

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12.3 <u>Finance Committee - 18/04/2019 - BUDGET AMENDMENT REQUEST / REVIEW</u>

SUBJECT INDEX: Budget Planning and Reporting

STRATEGIC OBJECTIVE: Governance systems, process and practices are responsible, ethical

and transparent.

BUSINESS UNIT: Finance and Corporate Services **ACTIVITY UNIT:** Finance and Corporate Services

REPORTING OFFICER: Acting Manager Financial Services - Jeffrey Corker **AUTHORISING OFFICER:** Director Finance and Corporate Services - Tony Nottle

VOTING REQUIREMENT: Absolute Majority

ATTACHMENTS: Nil

This item was considered by the Finance Committee at its meeting on 18 April 2019, the recommendations from which have been included in this report.

PRÉCIS

This report seeks recommendation of the Finance Committee to Council for the approval of budget amendments as detailed in this report. Adoption of the Officers recommendation will result in no change to the City's current amended budgeted surplus position of \$0.

BACKGROUND

Council adopted its 2018/2019 municipal budget on Wednesday, 25 July 2018 with a balanced budget position.

Since this time Council has been advised of certain funding changes that have positively impacted the original budget and Council is now being asked to consider budget amendments for the following key areas/projects:

- 1. Storm Damage Reimbursement
- 2. Queen to Strelly Street

STATUTORY ENVIRONMENT

Section 6.8 of the *Local Government Act 1995* refers to expenditure from the municipal fund that is not included in the annual budget. In the context of this report, where no budget allocation exists, expenditure is not to be incurred until such time as it is authorised in advance, by an absolute majority decision of the Council.

RELEVANT PLANS AND POLICIES

There are multiple plans and policies that support the proposed budget amendments.

FINANCIAL IMPLICATIONS

Budget amendments being sought will result in no change to Council's budget surplus position of \$0.

LONG-TERM FINANCIAL PLAN IMPLICATIONS

There are no Long Term Financial Plan implications in relation to this item.

STRATEGIC COMMUNITY OBJECTIVES

This matter principally aligns with Key Goal Area 6 - 'Leadership' and more specifically Community Objective 6.1 - 'Governance systems, process and practices are responsible, ethical and transparent'.

RISK ASSESSMENT

There is a risk to the City, as there is with all projects undertaken, that the final cost could exceed budget. If this looks to be the case Council will be notified so a suitable offset / project scope back can be identified.

CONSULTATION

No external consultation was considered necessary in relation to the budget amendments.

OFFICER COMMENT

The Officer recommends the following requested budget amendments to the Finance Committee for consideration and recommendation to Council.

1. <u>"Storm Damage Reimbursement</u>

On the 5-6th June 2018 the City experienced a severe weather event causing extensive damage throughout the City.

Financial assistance was sought via the Western Australian Natural Disaster Relief and Recovery Arrangements (WANDRRA) to assist with the clean-up.

Unfortunately damage caused by the high-tide and coastal inundation were deemed ineligible for assistance under the program.

City Officers did however seek to have the event declared for the collection and disposal of the many hundreds of trees that fell on or near the City's rural road network. In prior years this activity has been funded under this program however the rules and guidelines have changed significantly since a Federal Government Productivity Review.

After having submissions rejected multiple times the State Government, on behalf of the City; sought a determination from the Federal Governments Auditor General's office as to the following;

- 1. What constitutes adequate evidence to support a claim of this nature?
- 2. What part of a road is deemed to be an essential public asset eligible for funding?

Additional evidence was submitted which ultimately resulted in the event being declared in December 2018. A revised estimate, comprising quotes for the clean-up; has since been submitted and approval for 75% or \$391,500 of the total \$522,000 in estimated costs are eligible to be reimbursed to the City. It should be noted that trees that fell exclusively within the City's road reserves, where the majority of the tree did not impact on the road surface; were ineligible for funding assistance.

A budget amendment is now requested to bring both the extra expenditure to budget and the corresponding reimbursable amount. The 25% of the total cost required to be funded by the City (\$522,000 @ 25% = \$130,500) will be drawn from the existing Rural Tree Pruning budget which forms part of the larger Road Maintenance Budget

Planned Expenditure Item

Officers propose that the 2018/2019 adopted budget be amended to reflect the following funding changes, shown in Table 1.

Table 1:

Cost Code	Description	Current Budget	Change	Resulting Proposed Amended Budget
Expenditure				
541.M9971.3280.0000	WANDRRA Storm Claim	0	391,000	391,000
Income				
541.M9971.1520.0000	WANDRRA Storm Claim - Reimbursement	0	-391,000	-391,000
	Net Total	0	0	0

2. "Queen to Strelly Street"

The Queen Street Road Project (S0066) has budget totalling \$52,846 that represents budget carried over from previous year works. \$18,469 of this is Municipal funds while the balancing amount of \$34,377 represents Main Roads Grant monies under the Regional Road Group program.

In January, City Officers sought and have subsequently have been approved by SWRRG / Main Roads WA; to transfer these remaining monies against the Strelly Street Road Project (S0035) for the construction of the roundabout on the corner or Strelly and Barlee Street. These additional funds will be used to relocate the NBN infrastructure that was overlooked when the Telstra communication infrastructure was relocated last year.

Planned Expenditure Items

Officers propose that the 2018/2019 adopted budget be amended to reflect the following funding changes, shown in Table 2.

Table 2:

Cost Code	Description	Current Budget	Change	Resulting Proposed Amended Budget
Expenditure				
541.S0066.3280.0000	Contractors	52,846	-52,846	0
541.S0035.3280.0000	Contractors	450,000	52,846	502,846
Income				
541.S0066.1210.0000	Capital Grants – Main Roads	-10,0000	10,000	0

541.S0035.1210.0000	Capital Grants – Main Ro	ads -300,000	-10,000	-310,000
Restricted grant collected unspent from S0066	Restricted Monies	-24,377	24,377	0
Restricted grant collected unspent from S0035	Restricted Monies	0	-24,377	-24,377
	Net 1	Total 0	0	0

CONCLUSION

Council's approval is sought to amend the budget as per the details contained in this report. Upon approval the proposed works will be planned, organised and completed.

OPTIONS

The Council could decide not to go ahead with any or all of the proposed budget amendment requests.

TIMELINE FOR IMPLEMENTATION OF OFFICER RECOMMENDATION

Should the Officer Recommendation be endorsed, the associated budget amendment will be processed within a month of being approved.

COMMITTEE RECOMMENDATION AND OFFICER RECOMMENDATION

ABSOLUTE MAJORITY DECISION OF COUNCIL REQUIRED

That Council endorse the requested budget amendments outlined in tables 1 to 2 below, resulting in no change to an amended budgeted surplus position of \$0.

Table 1:

Cost Code Description		Current Budget	Change	Resulting Proposed Amended Budget
Expenditure				
541.M9971.3280.0000	WANDRRA Storm Claim	0	391,000	391,000
Income				
541.M9971.1520.0000	WANDRRA Storm Claim - Reimbursement	0	-391,000	-391,000
	Net Total	0	0	0

Table 2:

Cost Code	Description	Current Budget	Change	Resulting Proposed Amended	
-----------	-------------	-------------------	--------	----------------------------------	--

				Budget
Expenditure				
541.S0066.3280.0000	Contractors	52,846	-52,846	0
541.S0035.3280.0000	Contractors	450,000	52,846	502,846
Income				
541.S0066.1210.0000	Capital Grants – Main Roads	-10,0000	10,000	0
541.S0035.1210.0000	Capital Grants – Main Roads	-300,000	-10,000	-310,000
Restricted grant collected unspent from S0066	Restricted Monies	-24,377	24,377	0
Restricted grant collected unspent from S0035	Restricted Monies	0	-24,377	-24,377
	Net Total	0	0	0

12.4 Finance Committee - 18/04/2019 - 2019/20 DRAFT LIST OF FEES AND CHARGES

SUBJECT INDEX: Financial Management: Financial Operations

STRATEGIC OBJECTIVE: Governance systems, process and practices are responsible, ethical

and transparent.

BUSINESS UNIT: Finance and Corporate Services

ACTIVITY UNIT: Financial Services

REPORTING OFFICER: Acting Manager Financial Services - Jeffrey Corker **AUTHORISING OFFICER:** Director Finance and Corporate Services - Tony Nottle

VOTING REQUIREMENT: Absolute Majority

ATTACHMENTS: Attachment A Draft Schedule of Fees and Charges - 2019/20 Land

This item was considered by the Finance Committee at its meeting on 18 April 2019, the recommendations from which have been included in this report.

PRÉCIS

In accordance with Regulation 5(2) of the Local Government (Financial Management) Regulations, a local government is to undertake a review of its fees and charges regularly; and not less than once in every financial year. This report provides the Finance Committee with a recommended Schedule of Fees and Charges to apply for the financial year commencing on 01 July 2019, for its consideration and consequent recommendation to the Council.

BACKGROUND

Section 6.16 of the Local Government Act (the "Act") states that a local government may impose and recover a fee or charge for any goods or services it provides or proposes to provide, other than a service for which a service charge is imposed.

Section 6.17 of the Act further states that in determining the amount of a fee or charge for goods and services, a local government is to take in to consideration the following factors:

- a) The cost to the local government of providing the service or goods;
- b) The importance of the service or goods to the community; and
- c) The price at which the service or goods could be provided by an alternative provider.

Section 6.18 of the Act clarifies that if the amount of any fee or charge is determined under another written law, then a local government may not charge a fee that is inconsistent with that law.

The above matters have been considered as part of the annual fees and charges review and the fees and charges recommended are in accordance with recent planning and discussions relating to the City's Long Term Financial Plan.

Finally, whilst Section 6.16(3) of the Act states that a schedule of fees and charges is to be adopted by the Council when adopting the annual budget, fees and charges may also be imposed during a financial year. In order for the 2019/20 schedule of fees and charges to be effective from the commencement of the new financial year, the Council is required to adopt its schedule in advance of 30 June 2019, such that any statutory public notice periods (including gazettal's where required) can be complied with.

STATUTORY ENVIRONMENT

Sections 6.16-6.19 of the Act refer to the imposition, setting the level of, and associated administrative matters pertaining to fees and charges. The requirement to review fees and charges on an annual basis is detailed within Regulation 5 of the Local Government (Financial Management) Regulations

RELEVANT PLANS AND POLICIES

The Council's Draft Long Term Financial Plan, which will be subject to Workshops with SMG and Councillors in April 2019, reflects an annual increase in Fees and Charges revenue of 2.5%. This matter has been considered as part of the review process. In some cases, market analysis was undertaken to determine if an increase in the coming year would be viable, potentially impacting on business unites within the City of Busselton.

FINANCIAL IMPLICATIONS

Whilst fees and charges revenue includes items that the Council has no authority to amend, it is important that, where possible, controllable fees and charges are appropriately indexed on an annual basis, to assist in offsetting the increasing costs of providing associated services. This may include increases beyond normal indexation in particular cases in line with Section 6.17 of the Act.

LONG-TERM FINANCIAL PLAN IMPLICATIONS

In terms of the Council's currently adopted budget, revenue from fees and charges (excluding waste collection charges) equates to approximately 20.4% of budgeted rates revenue and 14% of total operating revenue (excluding non-operating grants). As such, fees and charges form an integral and important component of the City's overall revenue base in relation to the Long Term Financial Plan.

STRATEGIC COMMUNITY OBJECTIVES

The schedule of fees and charges adopted by the Council encompasses 'whole of organisation' activities. As such, all Key Goal Areas within the Council's Strategic Community Plan 2017 are in some way impacted. More specifically however, this matter aligns with Key Goal Area 6 – 'Leadership' and particularly Community Objective 6.1 - 'Governance system, process and practices are responsible, ethical and transparent'.

RISK ASSESSMENT

There are several risks that the Council needs to be mindful of when reviewing its schedule of fees and charges. Firstly, in an effort to assist in recovering costs associated with the provision of services, it is important that, where applicable, fees and charges are increased on an annual basis in line with relevant economic indicators. Should this not occur the provision of services is required to be increasingly subsidised by other funding sources. Conversely however, a balance is also required to ensure that fees and charges are maintained at levels so as not to adversely impact on the financial ability for ratepayers to utilise those services, which may otherwise result in a net reduction in revenue.

CONSULTATION

Business Unit Managers are responsible for reviewing fees and charges associated with activities under their control. As part of the review process, consultation may occur with other local government authorities, in addition to a review of prices offered by alternate service providers (pursuant to Section 6.17 of the Act).

OFFICER COMMENT

The 2019/20 Draft Schedule of Fees and Charges has been guided by a general escalation of 2.5% over currently adopted fees and charges. This methodology is consistent with the Fees and Charges revenue extrapolation as comprised within the Council's current Draft Long Term Financial Plan.

Notwithstanding this however, in numerous instances this principle is not appropriate, with other factors also requiring consideration. The following provides an overview, by Directorate, of noteworthy instances where the extrapolation has not been utilised, whilst also discussing, where relevant, newly proposed fees and charges.

Planning and Development Services

Building Related Fees

General

A number of fees have been deleted as they are no longer applicable due to a change to procedures such as the provision of information electronically or on the Council's website.

Building Inspection and Reports

Two Inspections fees have been merged into one. One fee has now been deleted, with the second reflecting the higher original fee;

Health Related Fees

General

A number of fee categories have been included in the provision for a 50% concession for incorporated not for profit organisations and groups where profits raised from the associated activity are to be donated to a local cause or charity. Additionally, a number of fees have been identified to allow a pro rata charge to be levied for part years.

Food Premises Fees

Fee structure has been rationalised.

Holiday Homes

Registration fee has been restructured to allow for an initial Application Fee.

Noise Regulation Fees

New fees have been added for Regulation 14 (Waste Collection and Other Works) and 16 (Motor Sports Venues, Shooting Venues) fees under the Environmental Protection (Noise) Regulations 1997.

Town Planning Related Fees

General

A number of fees have been deleted as they are no longer applicable due to a change to procedures such as the provision of information electronically or on the Council's website.

Engineering Works & Services

Miscellaneous

• Outstanding Works Bond determined by the Chief Executive Officer
The Bonds have been removed from the list as they are now included in associated policies as reviewed earlier in the year.

Waste Disposal and Sanitation Fees

General

A number of fees have been increased above the guidelines so as to reflect the actual cost of the service. A number of fees have been increased by \$0.50 so as to facilitate change handling at the gatehouse. A number of Commercial Waste fees have been adjusted to be the same as the equivalent Domestic charges as the vehicles delivering the waste are often indistinguishable at the gatehouse. The Building and construction waste fee has been increased as per Council briefing discussions to maximise cell longevity.

Finance & Corporate Services

Administration / Miscellaneous Fees

• Council Minutes

Annual subscription fee not increased as already considered cost prohibitive.

Publications

Fee not increased as old stocks remain.

City of Busselton License Plates
 Fee not increased due to low sales.

Rates & Finance Charges

• Rates / Property Related Matters

The General Enquiry fee has been altered from a flat rate fee to an hourly charge to better reflect work involved. The Provision of Rate Notices fee has been reduced to reflect that the majority are now supplied electronically rather than on paper, which reduces time and cost. The ownership Statement Fee has been increased to better reflect the work involved. New fees have been added with regard to legal fees to recover the City's costs.

Financial Transactions

A new fee has been introduced to recover the costs involved when a payment from a customer is rejected. These costs, excluding actual bank fees; are incurred in the reversing of a receipt, contacting the payee, and processing the second payment.

A new fee has been introduced to replace a payment to a customer (on the first occasion) where it can be shown it is the customers fault. These costs, excluding actual bank fees; are incurred in reversing the initial payment, processing a second, and posting it to the customer. A new fee has been introduced to replace a payment to a customer (on the second or subsequent reissue) where it can be shown that the customer is at fault. Although uncommon, there are occasions where the City has sent three or more payments to the customer for a single event. Each incurs additional costs to the City.

Cemetery Fees

General

Fee reforms in 2009-2015 brought the City to parity with similar facilities within the state. A number of fees are not proposed to be increased this year as previous annual price increases have now made Busselton's fees higher, so further increases at this time are considered cost prohibitive.

Hire Facilities

General

A number of fees and bond amounts have not been increased as the current values are considered sufficient.

Facility Hire Bonds

Bond levels have not been increased as current values are consider sufficient. The "Low Risk Function" Bond (Office hours – no alcohol) has been deleted as it is considered unnecessary.

Churchill Park Hall, High Street Hall, Rural Halls (Yallingup, Yoongarillup)

• Comparable venues in other Council's charge significantly less. Feedback from customers indicates the City is over-charging which has resulted in reduced booking numbers. Accordingly fees have been reduced.

Undalup Function Room

 Existing fees are sufficient to cover costs. Increasing fees would be prohibitive of bookings so no increases proposed.

Community & Commercial Services

Events & Casual Ground Hire

• Use of Busselton Foreshore Stage

A new fee has been introduced for the placement of a bond for the use of the foreshore stage curtain. Operators using the stage can hire the stage curtain and are responsible for installing the curtain so it is necessary to have a bond in the event of any damage.

Commercial Hire Site Traders (Non Foods)

• There have been some changes to the wording for the Commercial Hire Sites fees to provide clarity only. There have been no changes to the fees or the structure of fees.

Commercial Activity Permit (Non Food)

• A new set of fees and charges have been introduced to allow for commercial operators wanting to use City of Busselton managed/owned land for their operations. These type of commercial operations are not daily operations or continued use of a single site as with commercial hire site operators and examples include tour operators based outside the City conducting snorkelling, walking or whale sight-seeing tours. The fees have been split into three classes of fees to represent the location, use and impact that the commercial operations will have on the specific area (environment) and surrounds.

Foreshore Kiosk Permit - Busselton Foreshore

 Kiosk structures are expected to be constructed on the foreshore and available for hire in the second half of 2019. City Officers will conduct an expression of interest and advertise the kiosks however an annual fee that can then be applied on a pro rata basis will be charged. A bond fee has also been introduced to ensure any damage can be rectified if needed

Commercial Use of marine Berthing Platforms – Whale Watching / Tour Vessels – Per Vessel

General

A new set of daily fees has been introduced for the commercial use of the marine berthing platforms on the Busselton Jetty by whale watching and tour vessels. A daily fee has been introduced to allow operators that use these facilities on an infrequent basis to operate without having to pay a monthly fee which was considered too high and commercial unviable for some operators. An application fee for a marine berthing permit and renewal fee has also been introduced.

Naturaliste Community Centre

General

A clause worded "Promotions at the discretion of the Chief Executive Officer" has been inserted. The Leisure Centres run advertised promotions at times during the year to drive new memberships. Such promotions may include reduced membership charges. As the fee

must normally be in accordance with the advertised list, provision is being made for the CEO to sign off approval for an alteration during the promotion period only.

Stadium

Association fee per Hour amended to align with GLC Fees.

Community Office Space

The NCC Community Office currently has low usage during weekday working hours. Consequently the commercial hourly hire rate has been reduced in order to appeal to potential commercial users as a casual business office. The Community rate has been reduced accordingly.

Group Fitness

The fees for group fitness memberships have been amended to align with GLC fees in order to ensure equity for residents across the City to access these services. The 6 month, and 3 month memberships are rarely sold with most patrons purchasing 12 month memberships for cost effectiveness. The Remote shift worker membership has been aligned with the GLC Pricing to attract FIFO community and to reflect their reduced ability to access programs.

Seniors Programs

The pricing of the Book of 10 discount tickets has been removed and replaced with a percentage discount to ease administration.

Geographe Leisure Centre

General

A clause worded "Promotions at the discretion of the Chief Executive Officer" has been inserted. The Leisure Centres run advertised promotions at times during the year to drive new memberships. Such promotions may include reduced membership charges. As the fee must normally be in accordance with the advertised list, provision is being made for the CEO to sign off approval for an alteration during the promotion period only.

Swimming Pool

All pool entry fees with the exception of commercial lane hire have been not been increased this year as a result of feedback from School Principals and the community about their affordability and from benchmarking against other similar aquatic facilities. Whilst there is a slight revenue impact, Officers believe this will be offset by other areas over the course of the financial year.

Commercial lane hire has increased by 5.49% due to lane space for community access being at capacity most days. Community use of the pool is heavily subsidised and therefore if opportunity arises to hire out to commercial operators it should be at a premium to recover some cost.

Fitness Centre

The gym concession fee of \$13 has been reinstated to be in-line with the current concession fee for Group Fitness entry. The 'Appraisal and programme and group fitness Assessment Fee" is for non-members. The price increase is to make membership a better option

Crèche/Activity Room

Per child per session book of 10 has increased by 8% to align better with the discount for 5 passes.

Gym/Swim/Spa/Sauna: [per person per annum]

The remote worker annual membership fee has been reduced to \$500. Previously this type of membership had several price options available, relevant to shift rosters. Last financial year these options were removed and replaced with one fee of \$694. The reduced price reflects shift workers reduced ability to access programs.

Corporate Packages

The Corporate Packages for swim clubs and member's gym/swim/spa/sauna per person per annum Individual prices for corporate packages have been replaced with a 20% discount to bring them into line with other current discounts and make them easier to administer. The individual price for City of Busselton Staff Members has been deleted and changed to a discount of 30% discount off a full membership to bring it in line with current discounts. This will assist attract City staff to use the GLC and advocate for the service rather than joining other commercial gymnasiums.

Health Suites

No change proposed as benchmarking has been undertaken and it has been identified that there is a glut of rental suites and offices on the market currently.

Busselton Jetty Tourist Park

General

A clause worded "Promotions at the discretion of the Chief Executive Officer" has been inserted. The Park may run advertised promotions at times during the year to drive new bookings, potentially at short notice during periods of low bookings as an example. Such promotions may include reduced booking charge rates. As the fee must normally be in accordance with the advertised list, provision is being made for the CEO to sign off approval for an alteration during the promotion period only.

The high season pensioner rate of overnight and weekly powered sites has been removed as this fee is not offered during the high tourism seasons only in the mid and low seasons.

Weekly rates for both powered sites and cabins for mid and high season rates have been adjusted. The rates (powered sites and all cabins other than the basic cabins) have been increased to reflect that a discount that was previously applied to the seventh day/night for mid and high seasons to encourage patrons to stay longer however as policies have been introduced a minimum stay of seven nights is now required for mid and high seasons. In most cases the increases are larger than if the prescribed rate had been applied despite the prescribed rate not being applied to the daily (overnight rates).

Semi-Permanent fees have been increased (less than the prescribed rate) however reflect the increase in power and water service charges.

ArtGeo Cultural Complex

Courtyard Hire (4 Queen Street)
 No change proposed due to very limited use of the facilities.

• Terrace Garden

No change proposed due to very limited use of the facilities.

Busselton-Margaret River Airport

General

It is regular practice in the aviation industry to have a number of fees and charges which can be commercially negotiated by agreement, hence the following statement has been included in the 2019/20 schedule:

"The City of Busselton reserves the right to establish Pricing Arrangements, incorporating elements of the standard fees and charges listed below with partners (including RPT and Open & Closed Charters) based on commercial arrangements."

- Landing Fees and General Aviation Charges
 - New landing fees have been introduced or replaced for the following aircraft weight categories:
 - Fixed and rotary aircraft 5,700kg-19,999kg MTOW per part 1000kg
 - Fixed and Rotary wing Aircraft greater than 20,000kg MTOW per part 1000kg

The new fees have been introduced to differentiate between aircraft weight categories further allowing for more affordable landing fees for general aviation and smaller charter aircraft.

The annual landing fees for both private operators and commercial operators have been extended to include aircraft with MTOW less than 3000kgs.

Other Fees

New fees have been introduced regarding Hangar Hire Parking Fees as per council decision C1811/2433.

Library Charges

General

No changes proposed as fees generally small and change would necessitate handling small change coins.

CONCLUSION

As part of the annual fees and charges review, the currently adopted fees and charges have been reviewed in line with the requirements of the Local Government Act and other relevant legislation as applicable. Where considered relevant, fees and charges have been increased by, or above, LGCI estimates in recognition of increased costs associated with the provision of services. In other instances, the prevailing fees and charges are considered adequate (and as such, no changes are recommended). Furthermore, a number of new fees and charges have been proposed, or amendments to existing fees structures recommended. Consequently, it is recommended that the Finance Committee endorses the draft Schedule of Fees and Charges for 2019/20 as recommended, for subsequent consideration by the Council.

OPTIONS

The Finance Committee may determine to recommend amendments to the Draft Schedule of Fees and Charges as it deems appropriate

TIMELINE FOR IMPLEMENTATION OF OFFICER RECOMMENDATION

Consequent to adoption by the Council, the Schedule of Fees and Charges for 2019/20 will become effective from and including 01 July 2019.

COMMITTEE RECOMMENDATION AND OFFICER RECOMMENDATION

That the Council endorses the Fees and Charges as detailed in the "Draft List of Fees and Charges 2019/20" as per Attachment A - Schedule of Fees and Charges, effective from and including 01 July 2019.

8 May 2019

Attachment A

CITY OF BUSSELTON

DRAFT Schedule of Fees & Charges

2019/20 Financial Year

DESCRIPTION	ADOPTED FEE 2018/19 (Exc GST)	DRAFT FEE 2019/20 (Exc GST)	DRAFT FEE 2019/20 (Inc GST)			
A concession of 50% of the adopted fee or charge may apply (upon application) in relation to those fees and charges shaded and marked with an asterisk (*). The concession is only available to incorporated not for profit organisations and groups where profits raised from the associated activity are to be donated to a local cause or charity.						
PLANNING & DEVELOPMENT SERVICES						
BUILDING RELATED FEES						
Fees for building services listed in Schedule 2, Building Regulations 2012	As per the maximum fee listed in Schedule 2, Building Regulations 2012	fee listed in	As per the maximum fee listed in Schedule 2, Building Regulations 2012			
Building Plan Searches and Research Fee						
Building under construction	79.00	81.00	81.00			
Old Archive (Stored at Depot) - under 15 years	118.00	121.00	121.00			
Old Archive (Stored at Depot) - over 15 years	155.00	159.00	159.00			
Provide copy of Housing Indemnity Insurance Policy	79.00	81.00	81.00			
Site Plans	62.00	64.00	64.00			
The above fees include the cost of copying up to ten A4 or A3 sheets or equivalent. Any further copies which be charged in accord with the adopted photocopy charges as detailed in this Schedule.						
Building Inspection and Reports						
Strata inspection fee - First inspection free. Fee applies to subsequent inspections.	156.36	160.91	177.00			
Property Inspection and Report Preparation	467.27	513.64	565.00			
Building Call Out Fee. Fee applies where work for which an inspection is requested, was not ready for inspection.	156.36	160.91	177.00			
Pool inspection fee on sale of property (if more than 1 year from scheduled inspection)	156.36	160.91	177.00			
Building and Pool re-inspection fee for non compliance. First compliance inspection free, fee requred thereafter.	156.36	160.91	177.00			
Building certificates and written advice (Building Act 2011)						
Certificate of design compliance for class 2-9 buildings construction value up to \$2M	0.09% of the GST inclusive estimated value of works, with a minimum of \$350 plus GST.	0.09% of the GST inclusive estimated value of works, with a minimum of \$350 plus GST.	0.09% of the GST inclusive estimated value of works, with a minimum of \$385 inc GST.			

Attachment A Draft Schedule of Fees and Charges - 2019/20

DESCRIPTION	ADOPTED FEE	DRAFT FEE	DRAFT FEE
	2018/19 (Exc GST)	2019/20 (Exc GST)	2019/20 (Inc GST)
	\$1,800, plus 0.07%	\$1,800, plus 0.07%	\$1,800, plus 0.07%
Contificate of design compliance for class 2.0 buildings construction	of the GST inclusive	of the GST inclusive	of the GST inclusive
Certificate of design compliance for class 2-9 buildings construction value more than \$2M	estimated value of	estimated value of	estimated value of
value more than \$210	works for every \$	works for every \$	works for every \$
	over \$2M; plus GST.	over \$2M; plus GST.	over \$2M; plus GST.
Certificate of Construction/ Building Compliance	Hourly fee of \$165, minimum of \$350 plus GST	Hourly fee of \$165, minimum of \$350 plus GST	Hourly fee of \$165, minimum of \$385 inc GST
HEALTH RELATED FEES			
* Food Premises Fees			
Notification Fee	New	68.00	68.00
Application for Registration Food Business - Low Risk	New	128.00	128.00
Application for Registration Food Business - Medium / High Risk	New	235.00	235.00
Service fee - Low Risk - Pro rata applies	97.00	100.00	100.00
Service fee - Medium Risk - Pro rata applies	208.00	215.00	215.00
Service fee - High Risk - Pro rata applies	416.00	430.00	430.00
Inspection of premises (Additional or on request)	183.00	188.00	188.00
Overdue service fee - correspondence	New	35.00	35.00
Stallholders			
Application for Stallholders Permit Fee/Renewal of Stallholder's Permit Fee/ Transfer of Stallholders Permit			
per occasion	40.00	40.00	40.00
Up to 3 months	60.00	60.00	60.00
6 months	90.00	90.00	90.00
12 months	150.00	150.00	150.00
Application for Transfer of Stallholder's Permit	33.00	35.00	35.00
Traders Application for Trader's Population	150.00	154.00	154.00
Application for Trader's Permit Application for Transfer of Trader's Permit	150.00 150.00	154.00 154.00	154.00 154.00
Itinerant Trader Permit Fee	1,500.00	1,540.00	1,540.00
Trader's Permit – Bond Fees	1,125.00	1,155.00	1,155.00
Trader's Permit Fee – Zone 1		_,	2,223100
Prime sites (e.g. established coastal and foreshore nodes)			
12 months - Pro rata applies	3,000.00	3,090.00	3,090.00
Trader's Permit Fee – Zone 2			
Other sites as depicted within Trading in Public Places Policy			
12 months - Pro rata applies	2,000.00	2,060.00	2,060.00
Outdoor Eating Facility			
Application for Outdoor Eating Facility Permit	150.00	150.00	150.00
Outdoor Eating Facility Permit Fee/Renewal of Outdoor Eating Facility	0.00	0.00	0.00
Permit Fee Application for Transfer of Outdoor Eating Facility Permit	66.00	65.00	65.00
	33.00	52.00	25.00
* Public Building Fees			

Draft Schedule of Fees and Charges - 2019/20

DESCRIPTION	ADOPTED FEE	DRAFT FEE	DRAFT FEE 2019/20
	2018/19	2019/20	
	(Exc GST)	(Exc GST)	(Inc GST)
The maximum "Statutory" fee for consideration of an application for approval is \$871 (inc GST)			
< 500 persons	160.00	165.00	165.00
500 - 999 persons	216.00	222.00	222.00
1,000 - 2,999 persons	432.00	445.00	445.00
3,000 - 4,999 persons	720.00	738.00	738.00
> 5,000 persons	832.00	850.00	850.00
Public Building Inspection Fee (including events)	110.00	115.00	115.00
Water Sampling Fee			
Chemical Swimming Pool sample	15.00	16.00	16.00
Micro/ Amoeba Swimming Pool Sample	36.00	37.00	37.00
Private Water Supply Sampling Fee	75.00	77.00	77.00
Park Home, Annexe & Miscellaneous Caravan Park Fees			
Application for Approval of Park Home	240.00	245.00	245.00
Application for Approval of Annexe	240.00	245.00	245.00
Application for approval of other Buildings, Carports, Pergolas and	240.00	245.00	245.00
Storage Sheds	2.000		
Animal Registration Fees			
Application for Registration of Stable	89.00	90.00	90.00
Application to Renew Registration of Stable	53.00	53.00	53.00
Application to Transfer Registration of Stable	26.00	26.00	26.00
Application for Registration of premises to keep pigeons	87.00	90.00	90.00
Application for renewal of Registration to Keep Pigeons	53.00	53.00	53.00
Lodging House Registration Fees			
Application for Registration of Lodging House - less than 15 lodgers	374.00	385.00	385.00
Renewal of Registration of Lodging House - less than 15 lodgers	250.00	255.00	255.00
Application for Registration of Lodging House - 15 or more lodgers	535.00	550.00	550.00
Renewal of Registration of Lodging House - 15 or more lodgers	358.00	368.00	368.00
Overdue registration - correspondence fee	New	35.00	35.00
Temporary Accommodation Approval Fees			
Application for Approval to camp (Regulation 11 Caravan Parks & Camping Grounds Regulations 1997)	240.00	245.00	245.00
Holiday Homes			
Application for Registration of Holiday Homes	374.00	150.00	150.00
Registration Fee - Pro rata applies	New	235.00	235.00
Renewal of Holiday Homes Registration	250.00	257.00	257.00
Application to replace Manager	34.00	35.00	35.00
Effluent Disposal Fee			
Request for re-inspection	130.00	134.00	134.00
Local Government Report	120.00	125.00	125.00
Copy of Approval - Apparatus for Treatment of Sewage	50.00	50.00	50.00
* Noise Monitoring Fees			
The maximum "Statutory" fee for consideration of a Regulation 18			
application for approval is \$1000 (inc GST)			
<500 persons	213.00	220.00	220.00
500 - 1,000 persons and 1 performing area only	533.00	545.00	545.00

DESCRIPTION	ADOPTED FEE 2018/19 (Exc GST)	DRAFT FEE 2019/20 (Exc GST)	DRAFT FEE 2019/20 (Inc GST)
500 - 1,000 persons and 2 or more performing areas	852.00	875.00	875.00
>1,000 persons and 1 performing area only	852.00	875.00	875.00
>1,000 persons and 2 or more performing areas	1,000.00	1,025.00	1,025.00
Noise monitoring fee - per hour	132.00	135.00	135.00
Noise Monitoring Report	275.00	285.00	285.00
Regulation 14 Fees	New	500.00	500.00
Regulation 16 Fees	New	500.00	500.00
General Fees			
Request for a Section 39 Liquor Licence Certificate	200.00	205.00	205.00
Premises Plan Assessment Fee - miscellaneous	164.00	165.00	165.00
Request for Inspection of Premises - miscellaneous	183.00	188.00	188.00
Request for Premises Inspection Report	162.00	165.00	165.00
Reports to Settlement agents	162.00	165.00	165.00
Copy of Certificate of analysis	28.00	30.00	30.00
TOWN PLANNING RELATED FEES			
Fees for planning services listed in the Planning and Development Regulations 2009	fee listed in	fee listed in	As per the maximum fee listed in Schedule 2, Planning and Development Regulations 2009
Miscellaneous Planning Consent Applications			
Provision of written advice confirming compliance with town planning and/or environmental health matters, and/or advising of town planning and environmental health requirements, prior to submissions of an application (per hour charge).	73.00	73.00	73.00
Research Fee for Planning Information (per hour charge)	107.00	110.00	110.00
Certificate of Local Planning Authority (or Local Government Authority	150.00	154.00	154.00
where appropriate)	130.00	154.00	134.00
Extension of term of approval, approval of modified plans or reconsideration of conditions of approval where application is received more than 28 days from the date of the original decision (no fees are payable where application received within 28 days)	fee listed in	fee listed in Schedule 2, Planning	As per the maximum fee listed in Schedule 2, Planning and Development Regulations 2009
Reconsideration of decision to refuse application for planning consent where application is received more than 28 days from the date of the original decision (no fees are payable where application received within 28 days)	40% of the planning application fee that would apply to a new application, with the minimum fee being the fee payable for an application for planning consent.	40% of the planning application fee that would apply to a new application, with the minimum fee being the fee payable for an application for planning consent.	40% of the planning application fee that would apply to a new application, with the minimum fee being the fee payable for an application for planning consent.

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DESCRIPTION ADOPTED FEE DRAFT FEE DRAFT FEE 2019/20 2019/20 2018/19 (Exc GST) (Exc GST) (Inc GST) Planning application Planning application fee as per Schedule fee as per Schedule fee as per Schedule Assessment of plans or detailed documents required pursuant to a Planning 2 Planning and 2 Planning and DGP, DAP or site-specific zoning provisions prior to development or Development Development Development subdivision. 2009. Regulations 2009, Regulations 2009, Regulations plus GST. plus GST. plus GST. Landgate Search Cost plus 30% Cost plus 30% Cost plus 30% Agency referral fee (in addition to application fee) 124.00 124.00 124.00 Planning application consultation - neighbour and agency only (in 124.00 124.00 124.00 addition to application fee) Development Application Consultation - requiring newapaper 393.00 393.00 393.00 Applications for planning approval when required ONLY due to Full Fee Waiver (\$0) Full Fee Waiver (\$0) Full Fee Waiver (\$0) inclusion of property on adopted Heritage List Portable Sign Licence Fee - Introductory Nil Nil Nil 219.00 Portable Sign Licence Fee - Non Introductory 219.00 219.00 **Legal Agreements** At cost plus GST Planning & Building Agreement Preparation Fees At cost plus GST At cost plus GST Planning & Building Agreement Preparation Fees - External At cost plus GST At cost plus GST At cost plus GST **RANGER & FIRE SERVICE RELATED FEES** ANIMAL CONTROL Registration tag re-issue Nil Nil Nil Other LGA Registration transfer - Dogs & Cats Nil Nil Nil Cat Traps Cat Trap refundable deposit when requesting trap 100.00 100.00 100.00 Application Fees Application for permission to keep more than two cats 77.00 79.00 79.00 77.00 79.00 79.00 Application for permission to keep more than two dogs Application for licence/renewal of licence to keep an approved cattery 212.00 217.00 217.00 establishment Application for licence/renewal of licence to keep an approved kennel 212.00 217.00 217.00 establishment Dangerous Dogs 100.00 100.00 100.00 Dangerous Dog (Declared) compliance and annual inspection fee IMPOUNDING FEES - ANIMALS Impounding Fees - Dogs 180.00 185.00 Dog - Animal Facility Administration Fee 185.00 Sustenance Fees for first 72 hours 0.00 0.00 0.00 30.00 31.00 31.00 Sustenance Fees per day after 72 hours **Impounding Fees - Cats**

Attachment A

DESCRIPTION	ADOPTED FEE	DRAFT FEE	DRAFT FEE
	2018/19 (Exc GST)	2019/20 (Exc GST)	2019/20 (Inc GST)
Cat Impoundment Fee	180.00	185.00	185.00
Sustenance Fees for first 72 hours	0.00	0.00	0.00
Sustenance Fees per day after 72 hours	30.00	31.00	31.00
Ranger Fees to impound stock			
Stock (1) to include entire horses, mules, asses, camels, bulls or boars, per head			
- if impounded after 6am & before 6pm	115.00	118.00	118.00
- if impounded after 6pm and before 6am	140.00	143.50	143.50
Stock (2) to include mares, gelding, colts, fillies, foals, oxen, cows, steers, heifers, calves, rams or pigs - per head			
- if impounded after 6am & before 6pm	115.00	118.00	118.00
- if impounded after 6pm and before 6am	140.00	143.50	143.50
Stock (3) to include wethers, ewes, lambs, goats - per head			
- if impounded after 6am & before 6pm	84.00	86.00	86.00
- if impounded after 6pm and before 6am	108.00	111.00	111.00
Stock Poundage Fee			
Stock (1) to include entire horses, mules, asses, camels, bulls or boars			
above or apparently above the age of 2 years - per head			
- First 24 hours or part	28.00	29.00	29.00
- Subsequently each 24 hours or part	16.50	17.00	17.00
Stock (2) to include entire horses, mules, asses, camels, bulls or boars			
under age of 2 years - per head	20.00	20.00	20.00
- First 24 hours or part	28.00 16.50	29.00 17.00	29.00 17.00
- Subsequently each 24 hours or part	16.50	17.00	17.00
Stock (3) to include mares, gelding, colts, fillies, foals, oxen, cows,			
steers, heifers, calves, rams or pigs - per head			
- First 24 hours or part	28.00	29.00	29.00
- Subsequently each 24 hours or part	16.50	17.00	17.00
Stock (4) to include wethers, ewes, lambs, goats - per head			
- First 24 hours or part	28.00	29.00	29.00
- Subsequently each 24 hours or part	16.50	17.00	17.00
No charge is payable in respect of a suckling animal under the age of 6 months running with its mother			
Sustenance of Impounded Stock			
Stock (1) to include entire horses, mules, asses, camels, bulls or boars			
above or apparently above the age of 2 years - per head			
- For each 24 hours or part	14.50	15.00	15.00
Stock (2) pigs of any description - per head			
- For each 24 hours or part	14.50	15.00	15.00
Stock (3) rams, wethers, ewes, lambs or goats per head			
- For each 24 hours or part	14.50	15.00	15.00
No charge is payable in respect of a suckling animal under the age of 6 months running with its mother			

134 Draft Schedule of Fees and Charges - 2019/20

DESCRIPTION	ADOPTED FEE	DRAFT FEE	DRAFT FEE
	2018/19 (Exc GST)	2019/20 (Exc GST)	2019/20 (Inc GST)
IMPOUNDING FEES - OTHER			
Signs			
Portable Signs	76.00	78.00	78.00
Fixed Sign	144.00	148.00	148.00
Beach Shelters and Other Structures			
Impounded Beach Shelter or Other Structure	123.00	126.00	126.00
Motor Vehicles			
Impounded Motor Vehicle - per vehicle	132.00	135.00	135.00
Daily Impoundment Fee	28.00	29.00	29.00
Impounded Motor Vehicle Towing Fee - at cost	At Cost	At Cost	At Cost
Shopping Trolleys			
Impounded Shopping Trolley - per trolley	72.50	74.00	74.00
RANGER & FIRE SERVICES - ADMIN COSTS			
Ranger time per hour	129.09	132.73	146.00
Ranger travelling costs (mileage): per kilometre	1.36	1.82	2.00
RANGER & FIRE SERVICES - MISCELLANEOUS			
Application for permit pursuant to Thoroughfares Local Law where no fee otherwise identified	328.00	150.00	150.00
Application for Temporary Parking Permit - (per day or part thereof)	35.00	36.00	36.00
Application for beach/reserve vehicle access permit - per day	12.50	13.00	13.00
Application for beach/reserve/commercial fisher vehicle access permit - Annual permit	110.00	113.00	113.00
Application for beach/reserve/commercial fisher vehicle access permit - 3 year permit	162.00	166.00	166.00
Application for beach/reserve/commercial fisher vehicle access permit - renewal of permit	110.00	113.00	113.00
Dog disposal / rehousing fee: voluntary surrender by owner: fee per dog	137.00	140.00	140.00
Fire Hazard Clearing			
- Administration Fee	135.00	138.00	138.00
- Contractors Fee: actual cost	At Cost Plus GST	At Cost Plus GST	At Cost Plus GST
MEELUP REGIONAL PARK			
Competitor Charges Trail events per competitor			
Trail events - per competitor For events and activities including mountain biking, off road running,	3.00	3.09	3.40
off road triathlon, adventure race.	5.00	5.09	5.40
Site based events - per patron/competitor			
Charge or fee is imposed on patrons/competitors attending the event	4.00	4.09	4.50
and or activity but excluding leavers activities			-0.76(0)
Event Bonds			
Category 1 (< 500 patrons)	2,575.00	2,640.00	2,640.00
Category 2 (500 - 2,500 patrons)	5,150.00	5,270.00	5,270.00
Category 3 (> 2,500 patrons)	10,300.00	10,550.00	10,550.00
Brochure			
Wildflowers Brochure	2.82	2.73	3.00

Attachment A

DESCRIPTION	ADOPTED FEE	DRAFT FEE	DRAFT FEE
	2018/19 (Exc GST)	2019/20 (Exc GST)	2019/20 (Inc GST)
ENGINEERING & WORKS SERVICES	(2.00 00 1)	(2.00 00.1)	(35.7)
ENGINEERING & WORKS SERVICES			
Major Projects			
Consultancy charge out rates subject to Contract negotiation where			
applicable Project Manager Advisor	154.55	158.18	174.00
Chief Executive Officer	227.27	232.73	256.00
Cultural Planner	77.27	79.09	87.00
Strategic Planner	77.27	79.09	87.00
Finance Officer	67.27	69.09	76.00
Administration Officer	67.27	69.09	76.00
Charge-out rates: City staff undertaking consultancy/ contract work for other local government authorities			
- Manager Level	159.09	162.73	179.00
- Co-ordinator Level	122.73	125.45	138.00
- Technical Officer Level	109.09	111.82	123.00
MISCELLANEOUS			
Reinstatements/ Private Works	Cook when 2007 when	Cook plus 200/ plus	Cook alva 200/ alva
Road reserves charge for reinstatement of road reserves is the full cost plus profit margin as per Policy	Cost plus 30% plus GST	Cost plus 30% plus GST	Cost plus 30% plus GST
Private works charge for works requested to be undertaken by City resources is the full cost plus profit margin as per Policy	Cost plus 30% plus GST	Cost plus 30% plus GST	Cost plus 30% plus GST
Other crossing place related services			
Saw cutting & removal of kerbing/ m (minimum charge \$100)	Cost plus 30% plus GST	Cost plus 30% plus GST	Cost plus 30% plus GST
Concrete apron for brick paved crossovers/ m	Cost plus 30% plus GST	Cost plus 30% plus GST	Cost plus 30% plus GST
Spray seal pothole repairs/m2 (minimum charge \$100)	Cost plus 30% plus GST	Cost plus 30% plus GST	Cost plus 30% plus GST
Asphalt pothole repairs/m2 (minimum charge \$100)	Cost plus 30% plus GST	Cost plus 30% plus GST	Cost plus 30% plus GST
ROAD / TRAFFIC RELATED FEES			
Closure of Roads / Rights of Way / Public Access Ways			
Road closure Fees (includes administration and advertising)	789.00	810.00	810.00
*Road Closure Application Approval - one off events	79.00	81.00	81.00
Advertising Fee for road issue or works	471.00	483.00	483.00
Road dedication (including advertising and administration)	717.00	735.00	735.00
Legal Fees for road indemnification (document preparation & execution)	778.00	800.00	800.00
Road openings - Works by Contractors			
Application Fee - Trenching and/ or boring on roads and reserves	336.00	345.00	345.00
Administration/Inspection Fee - Road Opening or Underground Boring	81.00	83.00	83.00
Refundable Security Deposit			
Road opening/ m2 (minimum \$250)	115.00	118.00	118.00
- Under road boring	314.00	322.00	322.00
Performance Bond relating to Road Opening & reinstatement by Contractor / m2 (minimum fee \$250)	148.00	148.00	148.00
City of Pugge			

Attachment A Draft

Draft Schedule of Fees and Charges - 2019/20

DESCRIPTION	ADOPTED FEE	DRAFT FEE	DRAFT FEE
	2018/19	2019/20	2019/20
	(Exc GST)	(Exc GST)	(Inc GST)
Exploration Drilling Licence - District Roads/ Reserves			
1-5 holes	306.00	314.00	314.00
6-10 holes	458.00	470.00	470.00
11-30 holes	929.00	953.00	953.00
31-100 holes	1,647.00	1,690.00	1,690.00
more than 100 holes	2,352.00	2,410.00	2,410.00
Bond payable is determined to be equal to the Licence Fee payable			
Traffic Management			
Traffic Count Data - fee per site recording (existing data)	70.00	72.00	72.00
*Traffic Management Plan - Applications	156.00	160.00	160.00
The state of the s			
Heavy Haulage Condition Requests			
Undertake detailed assessment of roadway for inclusion on Restricted	512.00	F35 00	525.00
Access Vehicle Network. Fee per roadway.	512.00	525.00	525.00
Directional Signs for Tourist Attractions and Services			
Application Fee - per application	114.00	117.00	117.00
Annual Licence Fee - per blade	35.00	36.00	36.00
CAT1 and CAT1A - installation per blade	224.55	230.91	254.00
CAT2 and CAT 3 signs - installation per blade	622.73	638.18	702.00
Entrance sign per blade	658.18	674.55	742.00
SUBDIVISION RELATED FEES			
O. b. divides Communication France			
<u>Subdivision Supervision Fees</u> Supervision Fee - % of total value of all road & drainage works, other			
than future lots. Consulting Engineer and Clerk of Works fully supervises	1.50%	1.50%	1.50%
Consulting Engineer with no Clerk of Works	3.00%	3.00%	3.00%
Outstanding Works Supervision fees	1,239.00	1,239.00	1,239.00
Outstanding Works Supervision rees	1,233.00	1,233.00	1,233.00
Early Subdivision Clearance			
Application Fee	674.00	690.00	690.00
Early Subdivision Clearance Fee - % of total value of all outstanding	2.50/	2 50/	2 50/
works or minimum plus GST	2.5% or min \$5,016	2.5% or min \$5,016	2.5% or min \$5,016
MISCELLANEOUS FEES			
Gate Permits (per 5 years)	156.00	160.00	160.00
LCA Cata Daymite Application For	62.00	62.50	62.50
LGA Gate Permits - Application Fee	62.00	63.50	63.50
Road Traffic Warning Signs			
Set of 2 signs, posts and installation	572.73	587.27	646.00
Application Approval Fee	131.00	134.50	134.50
- pproduct of	151.00	134.30	154.50
	Cost plus 30% plus	Cost plus 30% plus	Cost plus 30% plus
General Sign Works (repair and/or replacement)	GST	GST	GST
Fireworks Application Approval Fee (per application)	136.00	136.00	136.00
WASTE DISPOSAL AND SANITATION FEES			
DOMESTIC WASTE (BUSSELTON AND DUNSBOROUGH)			
General Domestic Waste (Sorted and Separated)			
Wheelie Bins (per bin)	1.82	1.82	2.00

City of Busselton - 9

Draft Schedule of Fees and Charges - 2019/20

DESCRIPTION	ADOPTED FEE	DRAFT FEE	DRAFT FEE
	2018/19 (Exc GST)	2019/20 (Exc GST)	2019/20 (Inc GST)
Cars (Sedans) - without tray or trailer	3.64	3.64	4.00
Utes, vans, station wagons, 4WD, crew cab or trailers (6 x 4)	7.27	7.27	8.00
Trailers (over 6 x 4)	13.64	13.64	15.00
Car Trailers with Sides (Cost plus Trailer)	3.64	3.64	4.00
	3.04	3.04	4.00
Vehicles containing both general and green waste will be charged for both items if the waste is not separated			
Domestic Bricks and Concrete			
Loads smaller than trailer	2.73	2.73	3.00
Utes, vans, station wagons, 4WD, crew cabs or trailers (6x4)	5.45	5.45	6.00
Car Trailers (over 6 x 4)	10.91	10.91	12.00
Clean Green Domestic Waste			
Domestic grass clippings and sawdust	1.82	1.82	2.00
Wheelie Bins (per bin)	1.82	1.82	2.00
Cars (Sedans) - without tray or trailer (including domestic grass	3.64	3.64	4.00
clippings and sawdust)	5.45	6.26	7.00
Utes, vans, station wagons, 4WD, crewcab or trailers (6x4)	5.45 10.91	6.36 11.82	7.00 13.00
Trailers (over 6 x 4) * Larger vehicles attract commercial rates	10.91	11.82	13.00
Unsorted Domestic Waste (Mixed Waste Containing Recyclable			
Material)			
Utes, vans or trailers (not exceeding 6 x 4)	18.18	18.18	20.00
Trailers exceeding 6 x 4	36.36	36.36	40.00
Miscellaneous Domestic Charges			
Electronic Waste	Nil	Nil	Nil
Clean cardboard and paper	Nil	Nil	Nil
Glass bottles and jars	Nil	Nil	Nil
Kerbside Recyclables	Nil	Nil	Nil
Car bodies, trailers, small boats etc.	Nil	Nil	Nil
Truck bodies, large equipment	Nil	Nil	Nil
Gas bottles (per bottle)	Nil	Nil	Nil
Oil	Nil	Nil	Nil
Oily water (per litre) - must be marked on drum	Nil	Nil	Nil
Sale of Mulch - per m3 (self load)	Nil	Nil	Nil
Fridges and Freezers	Nil	Nil	Nil
Car/ light truck tyres - per tyre	7.27	7.27	8.00
Truck/ tractor tyres - per tyre	14.55	14.55	16.00
Bicycle/Motorcycle tyres - per tyre	1.82	1.82	2.00
Native Animals (Eg. Kangaroo's / Possums)	Nil	Nil	Nil
Small Animals (less than 50kg)	38.64	38.64	42.50
Medium Animals (50kg - 100kg)	121.82	121.82	134.00
Large Animals (+100kg)	252.73	252.73	278.00
Sale of grass clippings (per m3)	0.91	0.91	1.00
Rental space for skip bins at waste facilities (per bin per week)	6.36	6.36	7.00
Mattresses (each)	4.09	4.55	5.00
BUSSELTON COMMERCIAL			
Note: Busselton does not accept any commercial waste other than clean green waste and miscellaneous recyclable items as listed below.			
Green Waste (clean)			
Lawn clippings - commercial only	1.82	1.82	2.00

DESCRIPTION	ADOPTED FEE	DRAFT FEE	DRAFT FEE
	2018/19	2019/20	2019/20
	(Exc GST)	(Exc GST)	(Inc GST)
Commercial waste transported by car, utility, van or trailer (6 x 4)	5.45	6.36	7.00
All commercial trailers exceeding 6 x 4	10.91	11.82	13.00
Trucks up to 2 tonnes/ Bulk Bins under 3m3	32.73	32.73	36.00
Trucks up to 4 tonnes/ Bulk bins 3m3 to under 6m3	46.82	47.27	52.00
Trucks up to 8 tonnes/ Bulk bins 6m3 to under 10m3	70.00	70.00	77.00
Trucks over 8 tonnes/ Bulk bins 10m3 to under 20m3	93.64	93.64	103.00
Articulated vehicles/ Bulk bins 20m3 and over	157.27	157.27	173.00
Miscellaneous Commercial Charges			
Sale of Mulch -per m3 (self load)	10.00	10.00	11.00
Commercial electronic waste (per item)	8.18	8.18	9.00
Commercial fridges	5.00	5.45	6.00
Commercial cardboard (Utes, vans, station wagons, 4WD, crew cab, trailer)	8.18	8.18	9.00
Commercial cardboard (truck)	16.36	16.36	18.00
DUNSBOROUGH COMMERCIAL			
COMMERCIAL WASTE WITH WEIGHBRIDGE			
General waste including contaminated green waste - per 100kg	5.45	5.45	6.00
Construction and Demolition Waste - per 100kg	5.45	5.45	6.00
Building and construction (unseparated) waste - per 100kg	5.45	10.91	12.00
*Green waste (clean) - per 100kg	3.18	3.18	3.50
Liquid Waste - per 100kg	5.09	5.09	5.60
*Bricks and concrete - per 100kg	2.82	2.82	3.10
Asbestos - per 100kg	12.27	12.27	13.50
*Clean fill	Nil	Nil	Nil
** Minimum weighbridge charge	24.09	24.55	27.00
*Site staff have the authority to make any decision regarding bricks			
and concrete, clean fill or green waste contamination. If this waste is			
considered contaminated the higher general waste disposal fee will			
be charged.			
** The minimum weighbridge charge applies to all loads of asbestos,			
whether domestic or commercial, and all commercial waste larger			
than a ute, van, 6 x 4 trailer.			
COMMERCIAL WASTE (WEIGHBRIDGE UNAVAILABLE)			
Note: Commercial waste is only accepted at Dunsborough. The below			
fees are only required should, for any reason, the weighbridge be inoperable.			
·			
General Waste, Building and Construction unseparated Waste			
Commercial General Waste (Sorted and Separated, 6x4 trailer)	11.82	7.27	8.00
Commercial General Waste (Sorted and Separated, Over 6x4 trailer)	23.64	13.64	15.00
Commercial General Waste (Unsorted, Containing Recyclables, 6x4	23.64	23.64	26.00
trailer)	25.04	25.04	20.00
Commercial General Waste (Unsorted, Containing Recyclables, Over 6x4 trailer)	47.27	47.27	52.00
Trucks up to 2 tonnes/ Bulk Bins under 3m3	58.18	58.18	64.00
Trucks up to 4 tonnes/ Bulk bins 3m3 to under 6m3	77.27	77.27	85.00
Trucks up to 8 tonnes/ Bulk bins 6m3 to under 10m3	106.36	106.36	117.00
Trucks over 8 tonnes/ Bulk bins 10m3 to under 20m3	144.55	144.55	159.00
Articulated vehicles/ Bulk bins 20m3 and over	261.82	261.82	288.00
Compactor vehicles - load capacity not exceeding 3m3	115.45	115.45	127.00
Compactor vehicles - load capacity over 3m3	135.45	135.45	149.00
Each additional m3 over 3m3	7.27	7.27	8.00

Draft Schedule of Fees and Charges - 2019/20

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DESCRIPTION	ADOPTED FEE 2018/19 (Exc GST)	DRAFT FEE 2019/20 (Exc GST)	DRAFT FEE 2019/20 (Inc GST)
Green Waste (clean)			
Lawn clippings/ sawdust (all vehicles/ trailers)	1.82	1.82	2.00
Commercial waste transported by car, utility, van or trailer (6 x 4)	5.45	6.36	7.00
All commercial trailers exceeding 6 x 4	10.91	11.82	13.00
Trucks up to 2 tonnes/ Bulk Bins under 3m3	31.82	31.82	35.00
Trucks up to 4 tonnes/ Bulk bins 3m3 to under 6m3	47.27	47.27	52.00
Trucks up to 8 tonnes/ Bulk bins 6m3 to under 10m3	69.09	69.09	76.00
Trucks over 8 tonnes/ Bulk bins 10m3 to under 20m3	93.64	93.64	103.00
Articulated vehicles/ Bulk bins 20m3 and over	157.27	157.27	173.00
Bricks and Concrete (uncontaminated) - Dunsborough only			
Commercial waste transported by car, utility, van or trailer (6 x 4)	5.45	5.45	6.00
All commercial trailers exceeding 6 x 4	11.36	11.82	13.00
Trucks up to 2 tonnes/ Bulk Bins under 3m3	42.73	42.73	47.00
Trucks up to 4 tonnes/ Bulk bins 3m3 to under 6m3	57.27	57.27	63.00
Trucks up to 8 tonnes/ Bulk bins 6m3 to under 10m3	78.18	78.18	86.00
Trucks over 8 tonnes/ Bulk bins 10m3 to under 20m3	125.45	125.45	138.00
Articulated vehicles/ Bulk bins 20m3 and over	205.45	205.45	226.00
Other Commercial Waste - Dunsborough Only			
Liquid Waste/ Sewage - per kl	50.45	50.45	55.50
Asbestos (per m3)	106.36	106.36	117.00
Special burials (per m3) - prescribed items/ per cubic metre: Asbestos waste, fibreglass insulation and any other waste listed from time to time by the Principal Environmental Health Officer (Medical Waste not accepted)	106.36	106.36	117.00
Timber (demolition or new). Must be milled, uncontaminated and untreated. Acceptance is at the discretion of disposal site attendants and the City may refuse to accept timber.	Nil	Nil	Nil
Bin Hire Charges			
Charge per 240L bin on the condition that bins are collected, emptied, cleaned and returned by the hirer	10.00	10.00	11.00
Charge per 240L lost or damaged bin	121.82	121.82	134.00

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DESCRIPTION ADOPTED FEE DRAFT FEE DRAFT FEE 2019/20 2019/20 2018/19 (Exc GST) (Exc GST) (Inc GST) **FINANCE & CORPORATE SERVICES ADMINISTRATION / MISCELLANEOUS FEES** SALE OF DOCUMENTS Council Minutes 470.00 Subscription on a per annum basis 470.00 470.00 Single Copy - Agenda 35.00 35.00 35.00 Single Copy - Minutes 22.00 22.00 22.00 **Electoral Rolls** 70.00 72.00 72.00 Per copy **Publications** Cape of Contrasts Book - Retail 20.00 20.00 22.00 Cape of Contrasts Book - Wholesale 13.64 13.64 15.00 16.36 16.36 18.00 Busselton: a Place to Remember - Retail Busselton: a Place to Remember - Wholesale 13.64 13.64 15.00 **Photocopying Charges** A4 Sheet 0.27 0.27 0.30 A3 Sheet 2.45 2.18 2.23 CITY OF BUSSELTON LICENCE PLATES (Not applicable to plates sold at Auction) City of Busselton plates (aluminium) 409.09 409.09 450.00 Dunsborough plates (polycarbonate) 409.09 409.09 450.00 450.00 Yallingup plates (polycarbonate) 409.09 409.09 **RATES & FINANCE CHARGES** Rates/ Property Related Matters Ownership Listings - per search 12.00 13.00 13.00 Ownership Listings - per locality 20.00 21.00 21.00 General Enquiry requiring archival research including written rating 77.00 \$45.00 per hour \$45.00 per hour transaction history (Minimum 1 Hour) Provision of Rates Notice Copies 19.00 12.00 12.00 Written Rates and Ownership statement - Settlement Agent/Public 25.00 30.00 30.00 Payment Arrangement Administration Fee 28.00 30.00 30.00 Recovery of External Legal Costs (NOTE: All costs, including Solicitors, New Actual Cost Actual Cost incurred in recovery of rating debts.) Application to Court to Set Aside Judgement Orders (NOTE Non-New 65.00 65.00 refundable if Magistrate Court declines application.) **Financial Transactions** \$25 plus Any / All \$25 plus Any / All Fee on Rejected Payments (NOTE: Dishonoured cheques, reversed New Financial Insituion Financial Insituion credit card and other electronic payments, etc) Fees Incured Fees Incured \$10 plus Any / All \$10 plus Any / All Fee to reissue a Payment - 1st reissue where it can be shown that the New Financial Insituion Financial Insituion customer is at fault Fees Incured Fees Incured \$25 plus Any / All \$25 plus Any / All Fee to reissue a Payment - 2nd reissue and thereafter (Where it can be Financial Insituion Financial Insituion shown that the City is not at fault) Fees Incured Fees Incured

DESCRIPTION	ADOPTED FEE 2018/19 (Exc GST)	DRAFT FEE 2019/20 (Exc GST)	DRAFT FEE 2019/20 (Inc GST)
Loan Raising Fees			
Loan Establishment Fee	620.00	636.36	700.00
MAPPING & PROPERTY INFORMATION			
GIS Mapping and Property Information			
Computer Plotting (Full Colour) - City of Busselton Data Only			
A4 Sheet	30.00	31.00	31.00
A3 Sheet	35.00	36.00	36.00
A2 Sheet	44.00	45.00	45.00
A1 Sheet	72.00	74.00	74.00
AO Sheet	83.50	86.00	86.00
Special Mapping - City of Busselton Data Only			
Provision of printed maps			
Per hour charge	83.50	85.00	85.00
*Printing costs (as per Computer Plotting fees above)	65.30	65.00	65.00
*Minimum charge of \$70 (inc GST)			
Provision of maps in PDF/ Image form - City of Busselton Data Only			
Per hour charge	83.50	85.50	85.50
	26.50	27.50	27.50
Per PDF or image	26.50	27.50	27.50
*Minimum charge of \$70 (inc GST)	414.50	425.00	425.00
Local Planning Scheme - Digital Format	414.50	425.00	425.00
Electronic Extraction Fee	96.00	98.50	98.50
Local Planning Scheme No.21			
Scheme Text	112.50	115.00	115.00
A1 Size -			
Per Sheet	71.50	73.50	73.50
Per Full Set (includes full set maps & text)	1,347.00	1,380.00	1,380.00
Scheme Package (includes full set maps, text & quarterly amendment updates)	1,835.00	1,875.00	1,875.00
Annual Renewal charge for Scheme Package	1,347.00	1,380.00	1,380.00
A2 Size -			
Per Sheet	43.00	44.00	44.00
Per Full Set (includes full set maps & text)	859.00	880.00	880.00
Scheme Package (includes full set maps, text & quarterly amendment	1,162.00	1,190.00	1,190.00
updates) Annual Renewal charge for Scheme Package	871.00	895.00	895.00
A3 Size -			
Per Sheet	35.00	36.00	36.00
Per Full Set (includes full set maps & text)	708.00	725.00	725.00
Scheme Package (includes full set maps, text & quarterly amendment updates)	955.00	980.00	980.00
Annual Renewal charge for Scheme Package	707.00	725.00	725.00
CEMETERY FEES			
Land Grant for Right of Burial			
Grant of Right of Burial: Ordinary land for grave 2m x 1.2m where directed (25 years)	2,110.00	2,110.00	2,110.00

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DESCRIPTION	ADOPTED FEE 2018/19 (Exc GST)	DRAFT FEE 2019/20 (Exc GST)	DRAFT FEE 2019/20 (Inc GST)
Renewal of Grant of Right of Burial : Ordinary land for grave (additional 25 years). Requires proof of Grant Holder's rights	2,110.00	2,110.00	2,110.00
Pre-purchased Grant of Right of Burial: Ordinary land for grave 2m x 1.2m where directed (25 years)	2,330.00	2,330.00	2,330.00
Reservation of specific site: ordinary land (excludes lawn cemetery) in addition to Pre-purchase Grant of Right Of Burial	400.00	410.00	451.00
D. dal Character			
Burial Charge Burial in standard grave to any depth to 2.1m (includes registration and number plate)	1,090.91	1,118.18	1,230.00
Burial in non-standard (oversize) denominational or non- denominational grave - Additional cost per 30cm deeper or wider	104.55	106.82	117.50
Re-open and second burial in standard ($2m \times 1.2m$) denominational or non-denominational grave - Requires proof of Grant Holder's rights	1,090.91	1,118.18	1,230.00
Re-open and second burial in non-standard (oversize) denominational or non-denominational grave - Additional cost per 30cm deeper or wider	104.55	106.82	117.50
Construction of Vault (Does not include building application fees)	At cost plus GST	At cost plus GST	At cost plus GST
Vault Grant of Right of Burial	1,280.00	1,280.00	1,280.00
Vault Interment Fee (each)	1,045.45	1,071.36	1,178.50
Vault maintenance fee (annual)	140.91	144.09	158.50
Burial per crypt in mausoleum	954.55	978.18	1,076.00
Interment of a stillborn child (not to be re-opened for joint burial)	281.82	281.82	310.00
Interment of a child up to 12 years old (not to be reopened for joint burial)	536.36	536.36	590.00
Removal of Headstone (Restrictions apply)	422.73	433.18	476.50
Euhumatian			
Exhumation Re-opening grave for exhumation	2,136.36	2,189.55	2,408.50
Re-interment in new or same grave after exhumation (including registration and number plate) - Other fees may apply	1,090.91	1,118.18	1,230.00
Interment of Ashes			
Grant of Right of Burial: Interment of ashes in designate place (perpetual)	260.00	260.00	260.00
Interment of ashes in NICHE WALL - SINGLE placement	427.27	437.73	481.50
interment of ashes in NICHE WALL - DOUBLE (includes first placement)	545.45	559.09	615.00
Interment of ashes in NICHE WALL - SIDE BY SIDE (includes first placement)	545.45	559.09	615.00
Interment of ashes in EXISTING GRAVE - Placement fee only (Assumes current Grant of Right of Burial. If not current, other fees will apply)	354.55	363.18	399.50
Interment of ashes in ROSE GARDEN (includes first placement) - Space for 2 placements	609.09	624.09	686.50
Interment of ashes in NATIVE GARDEN (includes first placement) - Space for 2 placements	609.09	624.09	686.50

Draft Schedule of Fees and Charges - 2019/20

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DESCRIPTION	ADOPTED FEE 2018/19 (Exc GST)	DRAFT FEE 2019/20 (Exc GST)	DRAFT FEE 2019/20 (Inc GST)
Interment of ashes in MEMORIAL DRIVE (includes first placement)			,
Space for 4 Placements	663.64	680.00	748.00
Interment of ashes in 2-PLOT CONTEMPLATION GARDEN (includes first placement)	609.09	624.09	686.50
Interment of ashes in 4-PLOT CONTEMPLATION GARDEN (includes first placement)	804.55	824.55	907.00
Interment of ashes in CONTEMPLATION GARDEN over 4-plot (cost for each additional plot)	90.91	93.18	102.50
Pre-need purchase of Grant of Right of Burial for Ashes	290.00	290.00	290.00
Reservation of a designated place for ashes interment (includes first placement)	Plot(s) cost plus 10% plus GST	Plot(s) cost plus 10% plus GST	Plot(s) cost plus 10% plus GST
Interment of ashes - additional placement after first interment (Requires proof of Grant Holder's rights)	336.36	344.55	379.00
Interment of ashes for Stillborn CHILDREN'S GARDEN - Placement fee (no Grant of Right of Burial required)	281.82	281.82	310.00
Memorial Placement only CHILDREN'S GARDEN Placement fee (no Grant of Right of Burial required)	At cost plus GST	At cost plus GST	At cost plus GST
Memorial Placement BENCH SEATING (includes cost of bench, concrete footings, freight)	At cost plus GST	At cost plus GST	At cost plus GST
Memorial Placement BENCH SEATING INSTALLATION costs - Hourly rate	47.27	48.18	53.00
Interment of Ashes BENCH SEATING (includes first placement)	336.36	344.55	379.00
Memorial placement only elsewhere within the cemetery (location to be determined upon application) - SINGLE PLACEMENT	609.09	624.09	686.50
Plaques, vases and other monumental works.	At cost plus GST	At cost plus GST	
Plinth (Small - concrete)	47.27	48.18	
Plinth (Large - concrete) Administration fee for purchase of plaques, plinths, vases and other	65.45	66.82	73.50
monumental works (on product only)	10% of cost plus GST	10% of cost plus GST	10% of cost plus GST
Removal of ashes for return to Grant Holder (requires proof of Grant Holder rights)	290.91	298.18	328.00
Storage of cremated remains per month for remains held longer than 6 months	27.27	27.27	30.00
Positioning & affixing brass vase (if not a part of original placement)	72.73	74.55	82.00
Miscellaneous Charges			
Interment in open ground without due notice, not within usual hours and prescribed or on a Saturday, Sunday or Public Holiday (in addition to Interment costs) Restrictions Apply	945.45	969.09	1,066.00
Funeral Directors licence fee per annum	420.00	430.50	430.50
Single funeral permit (funeral directors only)	195.00	199.50	
Single funeral permit (other than funeral directors)	490.00	502.00	
Monumental Masons licence fee per annum	350.00	358.50	
Single permit to erect a headstone or kerbing	150.00	153.50 174.00	
Single permit to erect a monument Copy of grant of burial	170.00 80.00	80.00	174.00 80.00
Refund Administration Fee	15% of original purchase price	15% of original purchase price	
HIRE FACILITIES - ALL			
Facility Hire Bonds City of Russelt	10		

8 May 2019

Attachment A

DESCRIPTION	ADOPTED FEE 2018/19 (Exc GST)	DRAFT FEE 2019/20 (Exc GST)	DRAFT FEE 2019/20 (Inc GST)
Undalup Function Room Hire Bond - Low Risk Function	500.00	500.00	500.00
Undalup Function Room Hire Bond - Medium Risk Function	1000.00	1000.00	1,000.00
Undalup Function Room Hire Bond - High Risk Function	2000.00	2000.00	2,000.00
General Facility Hire Bond - Low Risk Function	200.00	0.00	0.00
General Facility Hire Bond - Medium Risk Function	500.00	500.00	500.00
General Facility Hire Bond - High Risk Function	1000.00	1000.00	1,000.00
Key / Access Card Deposit Bond (as required)	100.00	100.00	100.00
Additional and/or Replacement Key / Access Card (May be deducted	54.55	54.55	60.00
from Bond repayment where applicable)	54.55	54.55	60.00
Miscellaneous Facility Fees			
Weddings / Private Functions - Beaches and Reserves - Applied to a			
Council venue not attracting a facility hire fee.	74.55	76.36	84.00
A half-day fee is defined as 4-5 hours			
A full-day is defined as 7-10 hours			
If set up and pack up time will occur on a day other than the function			
date, the City may, at its discretion offer an additional 50% for that component of the hire application.			
Note - Prorata Hire may be authorised at the discretion of the CEO			
Booking Deposit - Applicable for applications values exceeding \$100.00	10% of hire value	10% of hire value	10% of hire value
Facility Hire Cancellation Fee (less than 1 weeks notice given)	10% of hire value	10% of hire value	10% of hire value
Extraordinary Clean as required or by arrangement	At cost plus 10% administration fee	At cost plus 10% administration fee	At cost plus 10% administration fee
Video Conferencing Facility (Administration Building) - Hourly	22.73	22.73	25.00
Churchill Park Hall			
	27.27	27.27	20.00
Community Groups - Hourly	27.27	27.27	30.00
Commercial / Private - Hourly	50.00	36.36 9.09	40.00
Registered Charities - Hourly	13.64	9.09	10.00
High Street Hall			
Main Room & Blue Room (Entire)			
Community Group - Hourly	40.91	27.27	30.00
Commercial / Private - Hourly	54.55	36.36	40.00
Registered Charity - Hourly	22.73	18.18	20.00
Main Hall Only			
Community Group - Hourly	27.27	18.18	20.00
Commercial / Private - Hourly	50.00	27.27	30.00
Registered Charity	13.64	9.09	10.00
Blue Room Only			
Community Group - Hourly	22.73	13.64	15.00
Commercial / Private - Hourly	38.18	18.18	20.00
Registered Charity - Hourly	11.36	7.27	8.00
Rural Halls (Yallingup, Yoongarillup)			
Community Group - Hourly	19.09	13.64	15.00
Commercial / Private - Hourly	37.27	18.18	20.00
Registered Charity - Hourly	9.09	9.09	10.00

ADOPTED FEE DESCRIPTION DRAFT FEE DRAFT FEE 2018/19 2019/20 2019/20 (Exc GST) (Exc GST) (Inc GST)

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68.18 95.45 109.09 31.82	68.18	
95.45 109.09		
95.45 109.09		
95.45 109.09		
109.09		75.00
	95.45	105.00
31 92	109.09	120.00
31.62	31.82	35.00
122.73	122.73	135.00
181.82	181.82	200.00
218.18	218.18	240.00
63.64	63.64	70.00
104.55	104.55	115.00
250.00	250.00	275.00
454.55	454.55	500.00
159.09	159.09	175.00
386.36	386.36	425.00
681.82	681.82	750.00
181.82	181.82	200.00
727.27	727.27	800.00
1,090.91	1,090.91	1,200.00
54.55	54.55	60.00
122.73	122.73	135.00
227.27	227.27	250.00
204.55	204.55	225.00
545.45	545.45	600.00
909.09	909.09	1,000.00
318.18	318.18	350.00
		990.00
1,363.64	1,363.64	1,500.00
		400.00
		1,700.00
		2,400.00
		115.00
		300.00
454.55	454.55	500.00
186.36	186.36	205.00
281.82	281.82	310.00
318.18	318.18	350.00
90.91	90.91	100.00
372.73	372.73	410.00
559.09	559.09	615.00
636.36	636.36	700.00
186.36	186.36	205.00
331.82	331.82	365.00
500.00	500.00	550.00
545.45	545.45	600.00
163.64	163.64	180.00
659.09	659.09	725.00
990.91	990.91	1,090.00
1,090.91	1,090.91	1,200.00
327.27	327.27	360.00
	63.64 104.55 250.00 454.55 159.09 386.36 681.82 181.82 727.27 1,090.91 54.55 122.73 227.27 204.55 545.45 909.09 318.18 900.00 1,363.64 363.64 1,545.45 2,181.82 104.55 272.73 454.55 186.36 281.82 318.18 90.91 372.73 559.09 636.36 186.36 331.82 500.00 545.45 163.64 659.09 990.91 1,090.91	63.64 63.64 104.55 104.55 250.00 250.00 454.55 454.55 159.09 159.09 386.36 386.36 681.82 681.82 181.82 181.82 777.27 727.27 1,090.91 1,090.91 54.55 54.55 122.73 122.73 227.27 227.27 204.55 204.55 545.45 545.45 909.09 909.09 318.18 318.18 900.00 900.00 1,363.64 1,363.64 363.64 363.64 1,545.45 1,545.45 2,181.82 2,181.82 104.55 104.55 272.73 272.73 454.55 454.55 186.36 186.36 281.82 281.82 318.18 318.18 90.91 90.91 372.73 372.73 559.09 559.09 636.36 636.36 186.36 186.36 186.36 186.36 186.36 186.36 331.82 318.81 331.82 331.82 500.00 500.00 545.45 545.45 163.64 163.64 6659.09 659.09 990.91 990.91 1,090.91 1,090.91

Attachment A

DESCRIPTION	ADOPTED FEE 2018/19 (Exc GST)	DRAFT FEE 2019/20 (Exc GST)	DRAFT FEE 2019/20 (Inc GST)
Additional Charges	(2/10/00/1)	(2.00 00 1)	(
Dance Floor Rental (Each Event)	40.91	40.91	45.00
BUSSELTON COMMUNITY RESOURCE CENTRE			
Ground Floor Meeting Room (including courtyard)			
Community Group - Hourly	31.82	32.73	36.00
Community Group - per half day	118.18	120.91	133.00
Community Group - per full day	181.82	186.36	205.00
Commercial / Private - Hourly	81.82	83.64	92.00
Commercial / Private - per half day	181.82	186.36	205.00
Commercial / Private - per full day	331.82	340.00	374.00
Registered Charity - Hourly	18.18	18.64	20.50
Registered Charity - per Half Day	59.09	60.00	66.00
Registered Charity - per Full Day	90.91	93.18	102.50
First Floor Meeting Room (Full)			
Community Group - Hourly	31.82	32.73	36.00
Community Group - per Half Day	118.18	120.91	133.00
Community Group- per Full Day	181.82	186.36	205.00
Commercial / Private - Hourly	81.82	83.64	92.00
Commercial / Private - per Half Day	181.82	186.36	205.00
Commercial / Private - per Full day	331.82	340.00	374.00
Registered Charity - Hourly	18.18	18.64	20.50
Registered Charity - per Half Day	59.09	60.00	66.00
Registered Charity - per Full Day	90.91	93.18	102.50
First Floor Meeting Room (Half)			
Community Group - Hourly	27.27	27.73	30.50
Community Group - per Half Day	68.18	69.55	76.50
Community Group - per Full Day	90.91	93.18	102.50
Commercial / Private - Hourly	40.91	41.82	46.00
Commercial / private - per Half Day	90.91	93.18	102.50
Commercial / Private - per Full Day	168.18	171.82	189.00
Registered Charity - Hourly	16.36	16.82	18.50
Registered Charity - per Half Day Registered Charity - per Full Day	18.18 45.45	18.64 46.36	20.50 51.00
BUSSELTON YOUTH AND COMMUNITY ACTIVITY			
BUILDING			
Events Multi-Function Room			
Community Group - Hourly -	59.09	60.45	66.50
Community Group - per half day	181.82	186.36	205.00
Community Group - per Full Day	318.18	325.45	358.00
Commercial - Hourly	90.91	93.18	102.50
Commercial -per half day/ evening	272.73	279.55	307.50
Commercial - per full day	500.00	511.82	563.00
Private User - Hourly	122.73	125.45	138.00
Private User - per Half Day	363.64	372.73	410.00
Private User - per Full Day	636.36	652.27	717.50
Registered Charity - Hourly	31.82	32.27	35.50
Registered Charity - per Half Day	90.91	93.18	102.50
Registered Charity - per Full Day	159.09	162.73	179.00
Meeting Room			
Community Group - Hourly	12.73	12.73	25.50
Commercial / Private - Hourly	22.73	22.73	43.00

Attachment A

DESCRIPTION	ADOPTED FEE 2018/19 (Exc GST)	DRAFT FEE 2019/20 (Exc GST)	DRAFT FEE 2019/20 (Inc GST)
Registered Charity - Hourly	23.73	23.73	13.00
Office Space			
Community Group - per hour	9.09	9.09	10.00
Commercial / Private - Hourly	16.36	16.36	18.50
Registered Charity - Hourly	17.36	17.36	5.00
Events Multi-Function, Meeting and Office Room (Entire)			
Community Group - Hourly	90.91	93.18	102.50
Community Group - Per Half Day	213.64	218.64	240.50
Community Group - per Full Day	350.00	358.64	394.50
Commercial - Hourly	145.45	149.09	164.00
Commercial -per half day	327.27	335.45	369.00
Commercial - per full day	609.09	623.64	686.00
Private Use - Hourly	177.27	181.36	199.50
Private Use - per Half Day	418.18	428.64	471.50
Private Use - per Full Day	690.91	708.18	779.00
Registered Charity - Hourly	45.45	46.36	51.00
Registered Charity - per Half Day	109.09	111.82	123.00
Registered Charity - per Full Day	17727%	177.27	195.00

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DESCRIPTION	ADOPTED FEE 2018/19 (Exc GST)	DRAFT FEE 2019/20 (Exc GST)	DRAFT FEE 2019/20 (Inc GST)
COMMUNITY & COMMERCIAL SERVICES			
STAGING OF CONCERTS			
Concert Application Fee	150.00	154.00	154.00
Concert Licence Fee/Service Charge			
Category 1 (< 500 patrons)	0.00	0.00	0.00
Category 2 (500 - 2500 patrons)	1,470.00	1,510.00	1,510.00
Category 3 (2500 - 5000 patrons)	2,820.00	2,995.00	2,995.00
Category 4 (5000 - 8000 patrons)	4,165.00	4,270.00	4,270.00
Category 5 (8000 -12000 patrons)	6,980.00	7,155.00	7,155.00
Category 6 (12000 -17000 patrons)	11,165.00	11,445.00	11,445.00
Category 7 (17000 - 23000 patrons)	16,790.00	17,210.00	17,210.00
Category 8 (23000 -30000 patrons)	23,785.00	24,380.00	24,380.00
Concert Ground Hire Fee			
Category 1 (< 500 patrons)	704.55	722.73	795.00
Category 2 (500 - 2500 patrons)	3,559.09	3,650.00	4,015.00
Category 3 (2500 - 5000 patrons)	6,986.36	7,163.64	7,880.00
Category 4 (5000 - 8000 patrons)	10,540.91	10,804.55	11,885.00
Category 5 (8000 -12000 patrons)	13,981.82	14,331.82	15,765.00
Category 6 (12000 -17000 patrons)	17,527.27	17,968.18	19,765.00
Category 7 (17000 - 23000 patrons)	20,963.64	21,490.91	23,640.00
Category 8 (23000 -30000 patrons)	24,272.73	24,881.82	27,370.00
Concert Community Amenity Bond			
Category 1 (< 500 patrons)	650.00	670.00	670.00
Category 2 (500 - 2500 patrons)	1,290.00	1,325.00	1,325.00
Category 3 (2500 - 5000 patrons)	2,715.00	2,785.00	2,785.00
Category 4 (5000 - 8000 patrons)	8,035.00	8,240.00	8,240.00
Category 5 (8000 -12000 patrons)	13,475.00	13,815.00	13,815.00
Category 6 (12000 -17000 patrons)	20,070.00	20,575.00	20,575.00
Category 7 (17000 - 23000 patrons)	26,800.00	27,470.00	27,470.00
Category 8 (23000 -30000 patrons)	40,165.00	41,170.00	41,170.00
Concert Ground Hire Bond			
Category 1 (< 500 patrons)	2,600.00	2,665.00	2,665.00
Category 2 (500 - 2500 patrons)	8,050.00	8,255.00	8,255.00
Category 3 (2500 - 5000 patrons)	16,060.00	16,505.00	16,505.00
Category 4 (5000 - 8000 patrons)	24,090.00	24,705.00	24,705.00
Category 5 (8000 -12000 patrons)	26,820.00	27,495.00	27,495.00
Category 6 (12000 -17000 patrons)	32,125.00	32,935.00	32,935.00
Category 7 (17000 - 23000 patrons)	42,875.00	43,950.00	43,950.00
Category 8 (23000 -30000 patrons)	48,315.00	49,525.00	49,525.00
Loadings & Allowances			
commercial - 5%			
community - 0%			
charitable - 50% (discount)			
liquor - 5%			
night (per hour after 10pm) - 10%			
GROUND HIRE LEVIES:			
SUMMER/ WINTER SPORTS			

	2018/19 (Exc GST) 248.18 60.00 123.64 321.82 332.73 102.73	2019/20 (Exc GST) 254.55 61.82 127.27	2019/20 (Inc GST) 280.00 68.00
(A) Association of Senior Players Charged per team per season plus power etc. where applicable. A per week surcharge to apply where special ground preparation/maintenance is required, i.e. Cricket. (B) Association of Junior Players 50% of Senior rates plus full power costs where applicable.	248.18 60.00 123.64 321.82	254.55 61.82 127.27 330.00	280.00 68.00 140.00
Charged per team per season plus power etc. where applicable. A per week surcharge to apply where special ground preparation/maintenance is required, i.e. Cricket. (B) Association of Junior Players 50% of Senior rates plus full power costs where applicable.	321.82 332.73	127.27 330.00 340.91	140.00 363.00
preparation/maintenance is required, i.e. Cricket. (B) Association of Junior Players 50% of Senior rates plus full power costs where applicable.	321.82 332.73	330.00 340.91	140.00 363.00
preparation/maintenance is required, i.e. Cricket. (B) Association of Junior Players 50% of Senior rates plus full power costs where applicable.	321.82 332.73	330.00 340.91	140.00 363.00
50% of Senior rates plus full power costs where applicable.	321.82 332.73	330.00 340.91	363.00
	321.82 332.73	330.00 340.91	363.00
Exceptions to Categories (A) & (B) above	332.73	340.91	
	332.73	340.91	
1. Busselton Trotting Club	332.73	340.91	
Per meeting plus power			
Track maintenance charged at Private Works rates			
2. Southern Districts Agricultural Society			
Per day plus power costs for actual show days.	102.73	105.45	375.00
Per day during the set up of the show.		105.45	116.00
3. South West National Football League			
Per home game plus power costs	213.64	218.18	240.00
4. School Groups			
Sports Carnivals etc no charge.	Nil	Nil	Nil
COURT HIRE LEVIES			
For training and competition purposes			
SUMMER/ WINTER SPORTS			
(A) Association of Senior Players			
Charged per team per season plus power etc. where applicable.	20.00	20.91	23.00
SUMMER/ WINTER SPORTS			
(A) Association of Junior Players			
Charged per team per season plus power etc. where applicable.	10.91	10.91	12.00
OUTDOOR EXERCISE SITES			
Zone 1 - Twelve (12) month fee	745.45	763.64	840.00
Zone 1 - Six (6) month fee	372.73	381.82	420.00
Zone 2 - Twelve (12) month fee	563.64	577.27	635.00
Zone 2 - Six (6) month fee	281.82	289.09	318.00
EVENTS & CACUAL CROUND LUDS			
EVENTS & CASUAL GROUND HIRE			
*Event Application Fee	80.00	82.00	82.00
*Event Application Fee - Requiring Multiple Approvals	150.00	154.00	154.00
Commercial Event - City Infrastructure Bond			
Category 1 (< 500 patrons)	2,600.00	2,665.00	2,665.00
Category 2 (500 - 2500 patrons)	8,000.00	8,255.00	8,255.00
Category 3 (2500 - 5000 patrons)	16,100.00	16,505.00	16,505.00
Category 4 (5000 - 8000 patrons)	24,100.00	24,705.00	24,705.00
Category 5 (8000 -12000 patrons)	26,820.00	27,495.00	27,495.00
Category 6 (12000 -17000 patrons)	32,130.00	32,935.00	32,935.00
Category 7 (17000 - 23000 patrons)	42,875.00	43,950.00	43,950.00
Category 8 (23000 -30000 patrons)	48,315.00	49,525.00	49,525.00
Event Works Fees			

Attachment A

DESCRIPTION	ADOPTED FEE	DRAFT FEE	DRAFT FEE
	2018/19	2019/20	2019/20
	(Exc GST)	(Exc GST)	(Inc GST)
Street Banners - install and remove (per pole) - Fee to be waived for	145.45	149.09	164.00
not for profit Community Groups (C1002/061)	143.43	143.03	104.00
Beach Volleyball - set up and dismantle	1,190.91	1,222.73	1,345.00
*Litter Clean-up - per hour	727.27	745.45	820.00
*Marking of reticulation and electricity - per hour	272.73	281.82	310.00
Community Use of Sports Grounds (Community fees are limited to			
maintained sports grounds e.g. Bovell Park. Fees are not charged for			
Public Reserves e.g. Mitchell Park etc.)			
Community Usage - per full day (excluding schools)	257.27	268.18	295.00
Community Usage - per half day (excluding schools)	130.91	134.55	148.00
Commercial Use of Reserves (Sports Grounds)			
Per day - plus power for use of site	413.64	424.55	467.00
Per half day - plus power for use of site	209.55	215.00	236.50
Ter Hall day - plus power for use of site	203.33	213.00	230.30
Commercial Use of Reserves (Other Reserves)			
Per day - plus power	214.55	220.00	242.00
Per half day - plus power	110.00	113.18	124.50
Use of Busselton Foreshore Stage			
Community use of Busselton Foreshore Stage	Nil	Nil	Nil
Commercial use of Busselton Foreshore Stage (per Day)	227.27	227.27	250.00
Stage Curtain Bond	New	205.00	205.00
Ground Hire Bonds (to be applied to Community Events)			
Mandatory Bond against rent default, damage etc.:			
Ground Hire Bond (Other Reserves)	530.00	545.00	545.00
Premium Ground Hire Bond (Sporting Grounds, Foreshore)	1,060.00	1,090.00	1,090.00
Busselton Foreshore Stage Bond for community and commercial	530.00	545.00	545.00
events			
Commercial Hire Site Traders (Non Food)			
Application for Commercial Hire Site	155.00	155.00	155.00
Application for Transfer of Commercial Hire Site Permit	155.00	155.00	155.00
Commercial Hire Site Permit Fee – Zone 1			
Prime sites (e.g. established coastal and foreshore nodes) as			
depicted within Trading in Public Places Policy	2 000 00	2.165.00	2.465.00
12 months Commercial Hire Site Permit Fee – Zone 2	3,090.00	3,165.00	3,165.00
Other sites as depicted within Trading in Public Places Policy			
12 months	2,060.00	2.060.00	2.060.00
12 months	2,060.00	2,060.00	2,060.00
Commercial Activity Permit (Non Food)			
Application for Commercial Activity Permit	New	155.00	155.00
Application for Transfer of Commercial Activity Trader's Permit	New	155.00	155.00
Commercial Activity Permit – Class 1*	New	1,500.00	1,500.00
Commercial Activity Permit – Class 2*	New	1,350.00	1,350.00
Commercial Activity Permit – Class 3*	New	1,200.00	1,200.00
* fees can be charged on a pro rata basis (minimum 1 month period)			
Foreshore Kiosk Permit - Busselton Foreshore			
Application for Foreshore Kiosk Permit	New	155.00	155.00
Application for Transfer of Foreshore Kiosk Permit	New	155.00	155.00
Foreshore Kiosk Permit - Busselton Foreshore 12 months*	New	3,000.00	3,000.00
* fees can be charged on a pro rata basis		,	

DESCRIPTION	ADOPTED FEE	DRAFT FEE	DRAFT FEE
DESCRIPTION	2018/19	2019/20	2019/20
	(Exc GST)	(Exc GST)	(Inc GST)
Kiosk Bond	New	1,125.00	1,125.00
NOSK BOTTO	New	1,125.00	1,123.00
Jetty Closure Fee			
Fee to close the Jetty for fireworks, events, functions (>6 hrs)	270.00	277.27	305.00
Fee to close the Jetty for fireworks, events, functions - per hour rate			25.0
for < 6 hrs	35.45	36.36	40.00
Use of Public Grounds for Markets			
* Per market (plus Power)	122.73	125.91	138.50
Power usage for markets/events on public grounds (excluding sporting grounds) per half day	23.64	24.55	27.00
grounds) per main day			
EVENTS - EQUIPMENT HIRE & SIGNAGE			
Hire of Stage/ Track Mat			
* Stage - per module (3m2) per day	104.55	107.27	118.00
Stage hire bond	435.00	446.00	446.00
* Track mat - per unit (2.4m x 1.2m) per day	10.91	11.18	12.30
Track Mat Bond per unit	5.00	5.15	5.15
Frant Simon			
Event Signage Large Event Sign	125.00	128.50	128.50
Small Event Sign	120.00	123.00	123.00
(includes sign approval and booking fee for minimum 2 weeks)	220.00	120.00	220.00
Event Sign Extension	65.00	67.00	67.00
(continued use for an additional minimum of 2 weeks)			
MISCELLANEOUS			
Busselton Jetty			
Placement of Memorial Plaque	117.00	120.00	120.00
Installation of Stinger Net	681.82	700.00	770.00
Removal of Stinger Net	681.82	700.00	770.00
Installation of Beach Matting	1,363.64	1,400.00	1,540.00
Removal of Beach Matting	1,363.64	1,400.00	1,540.00
Busselton Jetty Entry Fees			
Jetty Day Pass			
Single Child (0-16 years)	0.00	0.00	0.00
Single Adult (17 years +)	3.64	3.64	4.00
* Jetty entrance fee for passengers pre-booked on commercial tours			
operated by vessels issued with a permit to berth at the Busselton			
Jetty lower platforms is to be waived;			
Jetty Annual Walk Pass_			
Single Adult (17 years +)	45.45	45.45	50.00
Pensioners:	22.73	22.73	25.00
Commercial Use of Marine Berthing Platforms - Whale Watching /			
Tour Vessels - Per Vessel			
Daily Fees (Maximum duration of use permitted) -			
Registered Length of Vessel: 0m to less than 10m	New	65.00	65.00
Registered Length of Vessel: 10m to less than 15m	New	72.00	72.00
Registered Length of Vessel: 15m to less than 25m	New	78.00	78.00
Registered Length of Vessel: over 25m	New	91.00	91.00

DESCRIPTION	ADOPTED FEE 2018/19 (Exc GST)	DRAFT FEE 2019/20 (Exc GST)	DRAFT FEE 2019/20 (Inc GST)
Monthly Fees (Maximum duration of use permitted) -			
Registered Length of Vessel: 0m to less than 10m	515.00	515.00	515.00
Registered Length of Vessel: 10m to less than 15m	570.00	570.00	570.00
Registered Length of Vessel: 15m to less than 25m	620.00	620.00	620.00
Registered Length of Vessel: over 25m	720.00	720.00	720.00
Three Monthly Fees (Maximum duration of use permitted) -			
Registered Length of Vessel: 0m to less than 10m	1,235.00	1,235.00	1,235.00
Registered Length of Vessel: 10m to less than 15m	1,390.00	1,390.00	1,390.00
Registered Length of Vessel: 15m to less than 25m	1,545.00	1,545.00	1,545.00
Registered Length of Vessel: over 25m	1,855.00	1,855.00	1,855.00
Annual Fees (Maximum duration of use permitted) -			
Registered Length of Vessel: 0m to less than 10m	3,600.00	3,600.00	3,600.00
Registered Length of Vessel: 10m to less than 15m	4,120.00	4,120.00	4,120.00
Registered Length of Vessel: 15m to less than 25m	4,630.00	4,630.00	4,630.00
Registered Length of Vessel: over 25m	5,145.00	5,145.00	5,145.00
negistered tength of vessel over 23m	3,143.00	3,143.00	3,143.00
Refundable Bonds -			
Registered Length of Vessel: 0m to less than 10m	2,500.00	2,500.00	2,500.00
Registered Length of Vessel: 10m to less than 15m	3,500.00	3,500.00	3,500.00
Registered Length of Vessel: 15m to less than 25m	4,500.00	4,500.00	4,500.00
Registered Length of Vessel: over 25m	6,000.00	6,000.00	6,000.00
Application for new Marine Berthing Permit	New	150.00	150.00
Application for Marine Berthing Permit renewal	New	80.00	80.00
, pp. section to the section of the			
* Bond charge per vessel payable in advance (in addition to insurance			
requirements)			
* Permit fee payable in advance at issue of notice approval			
Commercial Use of Marine Berthing Platforms - Cruise Ship Vessels			
(Commencing 1 December 2017)			
Tender berthing permit fee at Busselton Jetty (per ship visit)			
Less than 1,000 pax (registered ship capacity)	2,060.00	2,060.00	2,115.00
Between 1,000 and 2,000 pax (registered ship capacity)	4,120.00	4,120.00	4,230.00
Greater than 2,000 pax (registered ship capacity)	5,145.00	5,145.00	5,280.00
Railway House Exhibition Hire			
Railway House Exhibition Hire (per week)	139.09	142.73	157.00
Installation and dismantle fee (per hour)	45.45	46.36	51.00
Artists required to apply & sign booking form. Additional exhibition			
charges based on cost-recovery are assessed on a case-by-case basis.			
NATURALISTE COMMUNITY CENTRE			
Promotions at the discretion of the Chief Executive Officer			
Key / Hire Bond			
Loss of key, unauthorised key transfer to another person,			
unauthorised key copying, or use of NCC without prior approval - rate per occurrence.	200	200.00	200.00

Attachment A Draft Schedule of Fees and Charges - 2019/20

Kitchen/Servery Area (as single booking)

Concession per person per class [Health care card, seniors card, f/t

Community - per hour Commercial - per hour

Community - per day

Commercial - per day

Per person per class

Group Fitness

DESCRIPTION ADOPTED FEE DRAFT FEE DRAFT FEE 2019/20 2019/20 2018/19 (Exc GST) (Exc GST) (Inc GST) Cost + 20%. Extra Cost + 20%. Extra Cost + 20%. Extra As a result of hiring, damage repair to building, equipment or fittings, cleaning min. \$26 cleaning min. \$26 cleaning min. \$26 extra cleaning or moving equipment.. per occurrence per occurrence per occurrence Stadium 48.18 50.45 55.50 Association - per hour Casual indoor tennis : Adults - per person per hour. 7.27 7.27 8.00 Casual indoor tennis : Students - per person per hour. 4.55 4.55 5.00 Sports Court (per hour) Community peak 49.09 50.45 55.50 Sports Court (per hour) Community-Off Peak(9am-3pm Mon-Fri; 2pm-37.27 38.18 42.00 5pm Sat) Sports Court (per hour) commercial 68.64 70.45 77.50 Community half court - per hour 24.55 25.45 28.00 17.27 19.00 Badminton Court - per hour (includes net, racquets and shuttle) 16.82 Casual Sports per hour per person student rate* conditions apply 2.73 2.73 3.00 Casual Sports per hour per person* conditions apply 6.36 6.36 7.00 Multi-Purpose Activity Room (Full) Community - per hour 34.55 35.45 39.00 Commercial - per hour 67.27 65.45 74.00 Multi-Purpose Activity Room (Half) 20.91 21.36 23.50 Community - per hour Commercial - per hour 33.64 34.55 38.00 Storage Community - per shelf per month or 1m2 floor area 21.82 22.27 24.50 Storage Commercial - per shelf per month or 1m2 floor area 31.82 32.73 36.00 Hire of Ceiling projector and screen per day - commercial 36.36 36.36 40.00 Hire of Ceiling projector and screen per day - community 18.18 18.18 20.00 Casual Usage per hour per person student rate* conditions apply 2.73 2.73 3.00 Casual Usage per hour per person* conditions apply 6.36 6.36 7.00 Family Activity Area 14.09 14.55 16.00 Community - per hour Commercial - per hour 24.55 25.45 28.00 **Community Office Space** Community - per hour 11.36 9 09 10.00 15.00 Commercial - per hour 12.50 Kitchen/Servery Area (in addition to other bookings) Community - per hour 12.27 12.73 14.00 Commercial - per hour 15.00 15.45 17.00 Community - per day 24.55 25.00 27.50 Commercial - per day 30.00 30.91 34.00

City of Busselton - 26

19.09

25.45

37.27

50.00

16.82

11.82

19.55

25.91

38.18

50.91

17.27

11.82

21.50

28.50

42.00

56.00

19.00

13.00

Attachment A

Draft Schedule of Fees and Charges - 2019/20

DESCRIPTION	ADOPTED FEE	DRAFT FEE	DRAFT FEE
	2018/19	2019/20	2019/20
	(Exc GST)	(Exc GST)	(Inc GST)
Discount tickets - book of 10	10% Discount	10% Discount	10% Discount
Discount tickets - book of 20	15% Discount	15% Discount	15% Discount
Discount tickets - book of 50	20% Discount	20% Discount	20% Discount
12 month Membership (Individual)	650.00	666.36	733.00
12 Month membership Concession [Health care card, seniors card, f/t	549.09	562.73	619.00
student)	349.09	302.73	019.00
6 months membership	372.73	428.18	471.00
6 months membership(concession) [Health care card, seniors card, f/t	318.18	376.36	414.00
student) 3 months membership	187.27	307.27	338.00
3 months membership (concession) [Health care card, seniors card, f/t	187.27	307.27	338.00
student)	185.00	297.00	297.00
1 month Membership	64.55	109.09	120.00
Pay as you go fortnightly direct debit	23.64	24.55	27.00
Pay as you go fortnightly direct debit concession	20.00	20.45	22.50
Pay as you go cancellation fee	47.27	47.27	52.00
Double membership - each	599.09	613.64	675.00
City of Busselton staff Group Fitness membership. A 30% discount	422.73	466.36	513.00
applies on renewal.	422.73	400.30	515.00
Remote shift worker membership	487.27	454.55	500.00
Seniors Programs			
Strong Active Seniors; Stretch and Revitalise			
Per person per class	7.27	7.27	8.00
Discount tickets - book of 10 - 10% discout		10% Discount	10% Discount
Crèche/ Activity Room			
Casual use. Per Child per session (paid on day)	5.64	5.64	6.20
Crèche Pass (Book of 5)	23.64	23.64	26.00
Crèche Pass (Book of 10)	33.64	36.36	40.00
Crecile 1 833 (BOOK Of 10)	33.04	50.50	40.00
Vacation care program, per child per day	65.00	70.00	70.00
Shower			
Per person not participating in centre activities, per use of shower			
facilities	3.64	4.55	5.00
Stage Hire			
Commercial hire per day, or part of.	97.27	100.00	110.00
Community hire per day, or part of.	48.64	50.00	55.00
Stage hire bond, per use	420.00	430.00	430.00
NCC Grounds Hire			
Community class (20people or less) per hour	18.18	18.18	20.00
Commercial class (20people or less) per hour	31.82	31.82	35.00
Community casual use per hour	27.27	27.27	30.00
Commercial casual use per hour	45.45	45.45	50.00
Community half day Commercial half day	63.64	63.64 109.09	70.00 120.00
Commercial nail day	109.09	109.09	120.00
GEOGRAPHE LEISURE CENTRE			
Promotions at the discretion of the Chief Executive Officer			
Swimming Pool			
Adult Swim	6.27	6.27	6.90
Concession Swim (Health Care card, or child 5-16 years)	4.73	4.73	5.20
Child under 5 y/o (must be accompanied by an adult)	Nil	Nil	Nil
Spectator	Nil	Nil	Nil

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DESCRIPTION ADOPTED FEE DRAFT FEE **DRAFT FEE** 2019/20 2019/20 2018/19 (Exc GST) (Inc GST) (Exc GST) 3.80 In term Swimming - Education Department 3.45 3.45 4.10 Vacation Swimming - Education Department 3.73 3.73 12.00 Sauna/spa/swim (16 years & over only) 10.91 10.91 Swimming Pool lane hire - Community (per lane per hour) Individual 10.27 10.27 11.30 participants must pay normal pool entry Swimming Pool lane hire - Commercial (per lane per hour) Individual 21.55 22.73 25.00 participants must pay normal pool entry 4.55 4.55 5.00 Local regular not for profit aquatic user groups Swimming Pool Hire (Outdoor - Exclusive use) per hour (min 3 hours) 102.91 106.36 117.00 19.00 Group Pass (2 Adults and 2 children) 17.27 17.27 Swim aid / equipment hire 1.82 1.82 2.00 10% Discount 10% Discount 10% Discount Discount tickets - book of 10 Discount tickets - book of 20 15% Discount 15% Discount 15% Discount Discount tickets - book of 50 20% Discount 20% Discount 20% Discount Learn To Swim - per lesson 15.00 15.50 15.50 40.00 Private one on one lesson per 30 mins 41.00 41.00 Private one on one lesson per 15 mins 20.00 20.50 20.50 170.00 Large Inflatable Hire - per hour 150.00 154.55 Small Inflatable Hire - per hour 102.73 105.45 116.00 Dry side inflatable Hire (unsupervised)- maximum 3hrs hire 118.18 122.73 135.00 Fitness Centre Fitness Centre - Casual 16.82 17.27 19.00 Per person per class (f/t student, health care card, senior's card New 11.82 13.00 concession) 75.00 64.55 68.18 Appraisal and programme Lifestyle Seniors programme 6.82 6.82 7.50 Personal/ Group Training 64.55 75.00 Assessment Fee 68.18 Small group Personal training once per week for 6 weeks. Cost is per 6 58.18 60.91 67.00 week block Small group Personal training twice per week for 6 weeks cost is per 6 128.00 116.36 116.36 Aerobics/aquarobics Per person per class 16.82 17.27 19.00 Per person per class (f/t student, health care card, senior's card 11.27 11.82 13.00 concession) Discount tickets - book of 10 10% Discount 10% Discount 10% Discount Discount tickets - book of 20 15% Discount 15% Discount 15% Discount Discount tickets - book of 50 20% Discount 20% Discount 20% Discount Sports Stadium Sports courts (each per hour) - Community peak 49.09 50.45 55.50 Sports courts (each per hour) - Community Off-peak (9am-3pm, Mon-37.27 38.18 42.00 Fri) # Volleyball Courts 5 & 6 (i.e. smaller courts) 26.36 27.27 30.00 Sports courts (each per hour) commercial 68.64 70.45 77.50 Community half court - per hour 24.55 25.45 28.00 16.82 Badminton Court - per hour 17.27 19.00 Casual Basketball (Individual fee*) conditions apply 6.36 7.00 6.36 Casual Basketball (Individual fee*) school student rate conditions 2.73 2.73 3.00 apply Whole of stadium hire per day 578.18 590.91 650.00 Whole of stadium hire bond 500.00 500.00 500.00

DESCRIPTION	ADOPTED FEE	DRAFT FEE	DRAFT FEE
	2018/19 (Exc GST)	2019/20 (Exc GST)	2019/20 (Inc GST)
Crèche/Activity Room			,
Crèche / activity room per hour (Commercial)	39.27	40.45	44.50
Crèche / activity room per hour (Community)	29.91	30.91	34.00
Crèche / per child per session	5.45	5.64	6.20
Per Child per session (Book of 5)	23.64	23.64	26.00
Per Child per session (Book of 10)	33.64	36.36	40.00
Venetics Core Barrers	69.00	70.00	70.00
Vacation Care Program	68.00	70.00	70.00
MEMBERSHIP PACKAGES			
Casual Day Pass (Gym/Aerobics/Pool/Spa/Sauna)	21.82	22.73	25.00
Swim membership: [per person per annum]			
Individual (Adult)	542.73	542.73	597.00
6 months membership	350.91	350.91	386.00
3 months membership	251.82	251.82	277.00
1 months membership	88.18	88.18	97.00
Concession (Child, Health care card, seniors card, f/t student)	436.36	436.36	480.00
6 months membership	309.09	309.09	340.00
3 months membership	224.55	224.55	247.00
1 months membership	78.18	78.18	86.00
Double (each)	488.18	488.18	537.00
Off Peak (11.00 a.m. to 3.00 p.m Monday to Friday)	389.09	389.09	428.00
Direct Debit - fortnightly deduction	21.82	21.82	24.00
Direct Debit - fortnightly concession	18.18	18.18	20.00
Direct Debit - fortnightly double	20.00	20.00	22.00
Gym: [per person per annum]			
Individual	650.00	666.36	733.00
6 months membership	418.18	431.82	475.00
3 months membership	300.00	307.27	338.00
1 months membership	104.55	109.09	120.00
Concession [Child, Health care card, seniors card, f/t student)	549.09	562.73	619.00
6 months membership	367.27	376.36	414.00
3 months membership	263.64	270.00	297.00
1 months membership	90.91	92.73	102.00
Double (each)	599.09	613.64	675.00
Off Peak (11.00 a.m. to 3.00 p.m Monday to Friday)	449.09	460.00	506.00
Direct Debit - fortnightly deduction	23.64	24.55	27.00
Direct Debit - fortnightly concession	20.00	20.45	22.50
Direct Debit - fortnightly double	21.82	22.73	25.00
Group Fitness Classes only: [per person per annum]			
Individual	650.00	666.36	733.00
6 months membership	418.18	428.18	471.00
3 months membership	300.00	307.27	338.00
1 months membership	104.55	109.09	120.00
Concession [Child, Health care card, seniors card, f/t student)	549.09	562.73	619.00
6 months membership	367.27	376.36	414.00
3 months membership	263.64	270.00	297.00
1 months membership	90.91	92.73	102.00
	599.09	613.64	675.00
Double (each)			
Double (each) Direct Debit - fortnightly deduction	23.64	24.55	27.00
	23.64	24.55	27.00

ADOPTED FEE DESCRIPTION DRAFT FEE DRAFT FEE 2018/19 2019/20 2019/20

948.00 622.00 445.00 160.00
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60.00
86.00
22.50
38.00
39.00
74.00
40.00
45.00
52.00
35.00
40.00
32.00
34.00

DESCRIPTION	ADOPTED FEE	DRAFT FEE	DRAFT FEE
	2018/19	2019/20	2019/20
	(Exc GST)	(Exc GST)	(Inc GST)
High Season - Single Person Rate (per night)	38.18	38.18	42.00
Extra Child per night	9.55	9.55	10.50
Extra Adults per night	12.73	12.73	14.00
Low Season Clubs - per site (2 persons) (Rate only applies in low	30.00	30.00	33.00
season and 15 vans or more)	30.00	30.00	55.00
Mid Season Clubs - per site (2 persons) (Rate only applies in mid	34.55	34.55	38.00
season and 15 vans or more)	3 1133	0.100	
Weekly Rates			
Up to 27 Days:			
Low Season - (2 Adults per week)	236.36	236.36	260.00
Mid Season - (2 Adults per week)	254.55	265.45	292.00
High Season - (2 Adults per week)	304.55	330.91	364.00
Low Season Pensioner Rate - (2 Adults per week)	204.55	204.55	225.00
Mid Season Pensioner Rate - (2 Adults per week)	227.27	236.36	260.00
Low Season - Single Person (per week)	186.36	186.36	205.00
Mid Season - Single Person (per week)	209.09	216.36	238.00
High Season - Single Person (per week)	245.45	267.27	294.00
Extra Child per week	60.00	61.82	68.00
Extra Adults per week	80.00	81.82	90.00
Low Season Clubs - per site (2 persons) (Rate only applies in low	00.00	01.02	
season and 15 vans or more)	190.91	190.91	210.00
Mid Season Clubs - per site (2 persons) (Rate only applies in mid			
season and 15 vans or more	207.27	207.27	228.00
After 27 Days: (less than 90 days)			
Low Season - (2 Adults per week)	238.86	238.86	252.00
Mid Season - (2 Adults per week)	238.86	238.86	252.00
High Season - (2 Adults per week)	295.73	322.27	340.00
Low Season Pensioner Rate - (2 Adults per week)	199.05	199.05	210.00
Mid Season Pensioner Rate - (2 Adults per week)	199.05	199.05	210.00
Low Season - Single Person (per week)	184.83	184.83	195.00
Mid Season - Single Person (per week)	184.83	184.83	195.00
High Season - Single Person (per week)	235.07	255.92	270.00
ONSITE PARK HOMES			
Overnight Rates			
Overnight Rates (based on 2 people)			
Low Season Basic Cabin - up to maximum 4 (without ensuite) (no linen)	83.41	83.41	88.00
Mid Season Basic Cabin - up to maximum 4 (without ensuite) (no	92.89	92.89	98.00
linen) High Season Basic Cabin - up to maximum 4 (without ensuite)	125.12	125.12	132.00
Low Season Cockle Shell Cabins - up to maximum 4 people (ensuite)	108.06	108.06	114.00
(linen to main bed)	108.00	108.00	114.00
Mid Season Cockle Shell Cabins - up to maximum 4 people (ensuite) (linen to main bed)	118.48	118.48	125.00
High Season Cockle Shell Cabins - up to maximum 4 people (ensuite) (linen to main bed)	140.28	140.28	148.00
Low Season Cowrie Shell Cabins - up to maximum 4 people (ensuite; linen to main bed)	125.12	125.12	132.00
Mid Season Cowrie Shell Cabins - up to maximum 4 people(ensuite; linen to main bed)	134.60	134.60	142.00
High Season Cowrie Shell Cabins - up to maximum of 4 people	156.40	156.40	165.00
(ensuite; linen to main bed) Low Season Nautilus Shell Cabin - up to maximum 5 people	134.60	134.60	142.00
(ensuite;linen to main bed)	2500	1500	2,2,00

12.4 Attachment A

DESCRIPTION	ADOPTED FEE 2018/19	DRAFT FEE 2019/20	DRAFT FEE 2019/20
	(Exc GST)	(Exc GST)	(Inc GST)
Mid Season Nautilus Shell Cabin - up to maximum 5 people	146.92	146.92	155.00
(ensuite;linen to main bed) High Season Nautilus Shell Cabin - up to maximum 5 people			
(ensuite; linen to main bed)	164.93	164.93	174.00
Low Season Olive Shell Cabin - up to maximum 5 people (ensuite;linen			
to main bed)	146.92	146.92	155.00
Mid Season Olive Shell Cabin - up to maximum 5 people (ensuite;linen	159.24	159.24	168.00
to main bed)	133.24	133.24	108.00
High Season Olive Shell Cabin - up to maximum 5 people (ensuite;linen	180.09	180.09	190.00
to main bed)			
Low Season Fig Shell Cabin - up to maximum 5 people (ensuite;linen to main bed)	146.92	146.92	155.00
Mid Season Fig Shell Cabin - up to maximum 5 people (ensuite;linen to			
main bed)	159.24	159.24	168.00
High Season Fig Shell Cabin - up to maximum 5 people (ensuite;linen			
to main bed)	180.09	180.09	190.00
Extra (Age 4 and over)	11.37	11.37	12.00
Weekly Rates			
Low Season Basic Cabin - up to maximum 4 people (without ensuite)	538.39	538.39	568.00
(no linen)	330.39	330.33	308.00
Mid Season Basic Cabin - up to maximum 4 people (without ensuite)	585.78	603.79	637.00
(no linen)	303.70	003.73	037.00
High Season Basic Cabin - up to maximum 4 people (without ensuite)	873.93	875.83	924.00
(no linen)			
Low Season Cockle Shell Cabins - up to maximum 4 people (ensuite) (linen to main bed)	697.63	702.37	741.00
Mid Season Cockle Shell Cabins - up to maximum 4 people (ensuite)			
(linen to main bed)	748.82	769.67	812.00
High Season Cockle Shell Cabins - up to maximum 4 people (ensuite)			
(linen to main bed)	976.30	981.99	1,036.00
Low Season Cowrie Shell Cabins - up to maximum 4 people	805.69	813.27	858.00
(ensuite;linen to main bed)	803.03	813.27	838.00
Mid Season Cowrie Shell Cabins - up to maximum 4 people	848.34	874.88	923.00
(ensuite; linen to main bed)			
High Season Cowrie Shell Cabins - up to maximum 4 people	1,091.94	1,094.79	1,155.00
(ensuite;linen to main bed) Low Season Nautilus Shell Cabin - up to maximum 5 people			
(ensuite; linen to main bed)	874.88	874.88	923.00
Mid Season Nautilus Shell Cabin - up to maximum 5			
people(ensuite;linen to main bed)	938.39	954.50	1,007.00
High Season Nautilus Shell Cabin - up to maximum 5 people	4 450 74	4.454.50	4 240 00
(ensuite;linen to main bed)	1,150.71	1,154.50	1,218.00
Low Season Olive Shell Cabin - up to maximum 5 people (ensuite;linen	952.61	955.45	1,008.00
to main bed)	332.01	333.43	1,000.00
Mid Season Olive Shell Cabin - up to maximum 5 people (ensuite;linen	1,016.11	1,035.07	1,092.00
to main bed)	,	,	
High Season Olive Shell Cabin - up to maximum 5 people (ensuite;linen	1,256.87	1,260.66	1,330.00
to main bed) Low Season Fig Shell Cabin - up to maximum 5 people (ensuite;linen to			
main bed)	952.61	955.45	1,008.00
Mid Season Fig Shell Cabin - up to maximum 5 people (ensuite;linen to			
main bed)	1,016.11	1,035.07	1,092.00
High Season Fig Shell Cabin - up to maximum 5 people (ensuite;linen	4 250 07	4 200 00	1 220 00
to main bed)	1,256.87	1,260.66	1,330.00
SEMI PERMANENTS			
Resident Leaves Van Onsite			
Annual charge entitles 90 days use for 2 people (includes one parking	F 022 70	E 440 40	F 400 00
space only)	5,023.70	5,118.48	5,400.00

Draft Schedule of Fees and Charges - 2019/20

Annual charge entitles 90 days use for 2 people - discounted for early payment prior to 31/07 (includes one parking space only)		(Exc GST)	2019/20 (Inc GST)
	4834.12	4,928.91	5,200.00
Parking fee - One parking space is provided with stay up to 90 days - per week fee for vehicles (including boats) after 90 days	18.96	18.96	20.00
**Patrons selling their caravans or park homes must remove them from the Busselton Jetty Tourist Park			
MISCELLANEOUS			
Booking Cancellation Fee	34.55	34.55	38.00
Washing Machines/ Dryers	3.64	3.64	4.00
Refill of 9kg gas bottle	38.18	38.18	42.00
Shower charge	7.27	7.27	8.00
inen hire per single bed	7.27	7.27	8.00
inen hire per gueen / double bed	10.91	10.91	12.00
	10.31	10.51	12.00
dditional charge for electricity use for caravan air conditioners - per lay	10.91	10.91	12.00
ARTGEO CULTURAL COMPLEX			
Bonds & Cancellations			
Facility Hire Bond	200.00	200.00	200.00
	20% of Total	20% of Total	20% of Total
Facility Cancellation Fee (less than 1 weeks notice given)	Booking Fee	Booking Fee	Booking Fee
ArtGeo Gallery (7 Queen St)			
*Bond applicable for one-off events			
Per one-off event -includes kitchen access (excluding exhibitions)	331.82	340.91	375.00
Rental for ArtGeo Gallery Exhibition space per week	209.09	213.64	235.00
Additional exhibition costs are based on cost recovery - based on the ndividual artists requirements			
Commission Rates on Art Sales			
Community Groups	20% of retail sale plus GST	20% of retail sale plus GST	20% of retail sale plus GST
ArtGeo Gallery	34% of retail sale plus GST	34% of retail sale plus GST	34% of retail sale plus GST
Studio Hire (4 Queen St)			
**Bond Applicable			
Stable 1			
Per week	60.00	61.82	68.00
Stable 2	33.30	52.52	23.00
Per week	100.00	102.73	113.00
Artists required to apply and sign lease with a 6 month minimum			223100
erm			
Storage Fee			
Storage Fee per week	50.00	50.91	56.00
odder Room (4 Queen St)			
**Bond Applicable			
Per half day (1 to 3 hours)	31.82	32.73	36.00
Per day (4 hours or more)	49.09	50.00	55.00
Per day (on permanent weekly booking)	41.82	43.64	48.00

New Courtroom (per week) Dayroom (per week) New Courtroom (per week) Non-rostered Artists Non-roster	DESCRIPTION	ADOPTED FEE 2018/19	DRAFT FEE 2019/20	DRAFT FEE 2019/20
**Bond Applicable Octivator Hire (4 Queen St) **Bond Applicable Octivator Hire (4 Queen St) Per half day (1 to 3 hours) plus power costs if required Power half day (1 to 3 hours) plus power costs if required Power half day		(Exc GST)	(Exc GST)	(Inc GST)
Discrete 133.09 142.73 135.00 142.73 138.18 218.00 219.00				
New Courtroom (per week) Dayroom (per week) New Courtroom (per week) Non-rostered Artists Non-rostered Arti				
Dayroom (per week) Installation and dismantle fee (per hour) Additional exhibition charges based on cost-recovery are assessed on a case-by-case basis Commission Rates on Art Sales Rostered Artists Rostered Artists Rostered Artists Resident Ar	Old Courtroom (per week)	139.09	142.73	157.00
Installation and dismantile fee (per hour) Artists required to apply & sign booking form. Additional exhibition charges based on cost-recovery are assessed on a case-by-case basis Commission Rates on Art Sales Rostered Artists 20% of retail sale plus GST Non-rostered Artists 30% of retail sale plus GST Resident Artists 10% of retail sale plus GST Resident Artists 10% of retail sale plus GST Plus GST Resident Artists 10% of retail sale plus GST Plus GST Resident Artists 10% of retail sale plus GST Plus GST Resident Artists 10% of retail sale plus GST Plus GST Resident Artists 10% of retail sale plus GST Plus GST Resident Artists 10% of retail sale plus GST Plus GST Resident Artists 10% of retail sale plus GST Plus GST Resident Artists 10% of retail sale plus GST Plus GST Resident Artists 10% of retail sale plus GST Plus GST 10% of retail sale plus GST 10% of retail sale plus GST Plus GST 10% of retail sale plus GST 10% o				218.00
Artists required to apply & sign booking form. Additional exhibition charges based on cost-recovery are assessed on a case-by-case basis Commission Rates on Art Sales Rostered Artists 20% of retail sale plus GST plus GST plus GST plus GST Non-rostered Artists 30% of retail sale plus GST Non-rostered Artists 10% of retail sale plus GST Possible plus GST 10% of retail sale plus GST 10% of retail sale plus GST Possible plus GST 10% of retail sale plus GST 10% of retail sale plus GST 10% of retail sale plus GST Possible plus GST 10% of retail sale p	Dayroom (per week)	87.27	89.09	98.00
Commission Rates on Art Sales Rostered Artists Rostered Artists 20% of retail sale plus GST plus GS	Installation and dismantle fee (per hour)	45.45	46.36	51.00
Rostered Artists 20% of retail sale plus GST Non-rostered Artists 30% of retail sale plus GST Non-rostered Artists 30% of retail sale plus GST Plus GST Resident Artists 10% of retail sale plus GST Resident Artists 10% of retail sale plus GST Plus GST Resident Artists 10% of retail sale plus GST Divis GST Resident Artists 10% of retail sale plus GST Plus GST Courtyard Hire (4 Queen St) **Band Applicable* Per hour plus power costs if required Per hour plus power costs if required Per had ay (1 to 3 hours) plus power costs if required Per had ay (1 to 3 hours) plus power costs if required Per had fay (1 to 3 hours) plus power costs if required Per had ay (1				
Resident Artists Non-rostered Artists Non-rostered Artists Non-rostered Artists Non-rostered Artists Non-rostered Artists 10% of retail sale plus GST	Commission Rates on Art Sales			
Resident Artists 10% of retail sale plus GST plus GST plus GST plus GST	Rostered Artists			20% of retail sale plus GST
Resident Artists plus GST plus	Non-rostered Artists			30% of retail sale plus GST
Resident Artists plus GST plus		10% of retail cale		
**Bond Applicable Per hour plus power costs if required Per hour plus power costs if required Per hour plus power costs if required Per half day (1 to 3 hours) plus power costs if required Per half day (1 to 3 hours) plus power costs if required Per day (4 hours or more) plus power costs if required Per half day (1 to 3 hours) plus power costs if required Per half day (1 to 3 hours) plus power costs if required Per half day (1 to 3 hours) plus power costs if required Per hour plus power costs if required Per hour plus power costs if required Per hour plus power costs if required Per day (4 hours or more) plus power costs if required Per day (4 hours or more) plus power costs if required 90.91 90.91 100.00 90.91 90.91 100.00 90.91 90.91 Po.91 Po.91 Po.92 Passenger facilitation fee for RPT flights (arriving & departing passengers) Passenger facilitation fee for RPT flights (arriving & departing passengers requiring screening during the RPT operational period passengers requiring screening during the RPT operational period applies. Passenger Facilitation fee for Open & Closed Charter Flights (per departing passenger) utilising the terminal building Po.84 Po.84 Po.85 Po.96 Po.85 Po.96 Po.85 Po.97 Po.97 Po.97 Po.97 Po.97 Po.97 Po.97 Po.98 Po.98 Po.99 Po.98 Po.99	Resident Artists			plus GST
**Bond Applicable Per hour plus power costs if required Per hour plus power costs if required Per hour plus power costs if required Per half day (1 to 3 hours) plus power costs if required Per half day (1 to 3 hours) plus power costs if required Per day (4 hours or more) plus power costs if required Per half day (1 to 3 hours) plus power costs if required Per half day (1 to 3 hours) plus power costs if required Per half day (1 to 3 hours) plus power costs if required Per hour plus power costs if required Per hour plus power costs if required Per hour plus power costs if required Per day (4 hours or more) plus power costs if required Per day (4 hours or more) plus power costs if required 90.91 90.91 100.00 90.91 90.91 100.00 90.91 90.91 Po.91 Po.91 Po.92 Passenger facilitation fee for RPT flights (arriving & departing passengers) Passenger facilitation fee for RPT flights (arriving & departing passengers requiring screening during the RPT operational period passengers requiring screening during the RPT operational period applies. Passenger Facilitation fee for Open & Closed Charter Flights (per departing passenger) utilising the terminal building Po.84 Po.84 Po.85 Po.96 Po.85 Po.96 Po.85 Po.97 Po.97 Po.97 Po.97 Po.97 Po.97 Po.97 Po.98 Po.98 Po.99 Po.98 Po.99				
Per hour plus power costs if required 45.45 45.45 50.00 Per half day (1 to 3 hours) plus power costs if required 90.91 90.91 100.00 Weekly hire 454.55 454.55 50.00 Weekly hire 454.55 454.55 50.00 Weekly hire 454.55 454.55 50.00 Weekly hire 454.55 454.55 50.00 Weekly hire 454.55 454.55 50.00 Weekly hire 454.55 454.55 50.00 Weekly hire 454.55 454.55 50.00 Weekly hire 454.55 454.55 50.00 Weekly hire 454.55 454.55 50.00 Weekly hire 454.55 454.55 50.00 Weekly hire 454.55 454.55 50.00 Weekly hire 454.55 454.55 50.00 Weekly hire 454.55 454.55 50.00 Weekly hire 454.55 454.55 50.00 Weekly hire 454.55 454.55 50.00 Per half day (1 to 3 hours) plus power costs if required 45.45 45.45 50.00 Per half day (1 to 3 hours) plus power costs if required 90.91 90.91 100.00 Weekly hire 454.55 50.00 Per half day (1 to 3 hours) plus power costs if required 90.91 90.91 100.00 Weekly hire 454.55 50.00 Per half day (1 to 3 hours) plus power costs if required 90.91 90.91 100.00 Weekly hire 454.55 50.00 Weekly hire 454.55				
Per half day (1 to 3 hours) plus power costs if required 90.91 90.91 100.00 Weekly hire 454.55 454.55 500.00 50% discount for Stakeholder events (Cultural Precinct tenants) Terrace Garden (4 Queen St) **Bond Applicable Per hour plus power costs if required 45.45 45.45 500.00 Per half day (1 to 3 hours) plus power costs if required 45.45 45.45 500.00 Per half day (1 to 3 hours) plus power costs if required 45.45 45.45 50.00 Per half day (1 to 3 hours) plus power costs if required 90.91 90.91 100.00 50% discount for Stakeholder events (Cultural Precinct tenants) BUSSELTON-MARGARET RIVER REGIONAL AIRPORT The City of Busselton reserves the right to establish Pricing Arrangements, incorporating elements of the standard fees and charges listed below with partners (including RPT and Open & Closed Charters) based on commercial arrangements. Passenger Fees Passenger facilitation fee for RPT flights (arriving & departing passengers requiring screening charge (departing passengers or equiring screening during the RPT operational period applies. Passenger Facilitation Fee for Open & Closed Charter Flights (per departing passenger) utilising the terminal building POA* - Price on Application. Contact City of Busselton for further information. Landing Fees & General Aviation Charges	**Bond Applicable			
Per day (4 hours or more) plus power costs if required 454.55 454.55 500.00 50% discount for Stakeholder events (Cultural Precinct tenants) Terrace Garden (4 Queen 5t) **Bond Applicable Per hour plus power costs if required 45.45 45.45 50.00 Per half day (1 to 3 hours) plus power costs if required 45.45 45.45 50.00 Per day (4 hours or more) plus power costs if required 90.91 90.91 100.00 50% discount for Stakeholder events (Cultural Precinct tenants) BUSSELTON-MARGARET RIVER REGIONAL AIRPORT The City of Busselton reserves the right to establish Pricing Arrangements, incorporating elements of the standard fees and charges listed below with partners (including RPT and Open & Closed Charters) based on commercial arrangements. Passenger Fees Passenger Facilitation fee for RPT flights (arriving & departing passengers) PAssenger Screening charge (departing passengers only) for RPT and passengers requiring screening during the RPT operational period applies. Passenger Facilitation Fee for Open & Closed Charter Flights (per departing passenger) utilising the terminal building POA* POA* POA* POA* POA* POA* POA* POA*	Per hour plus power costs if required			50.00
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	Fixed and Rotary wing Aircraft 0 -999 kg MTOW (Flat fee per landing)	4.55	4.55	5.00

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Draft Schedule of Fees and Charges - 2019/20

DESCRIPTION	ADOPTED FEE 2018/19 (Exc GST)	DRAFT FEE 2019/20 (Exc GST)	DRAFT FEE 2019/20 (Inc GST)
Image Reproduction - Commercial Use - All Subsequent Images	6.36	6.36	7.00
Printing from the Internet - per A4 copy	0.18	0.18	0.20
USB Sticks	10.91	10.91	12.00
Public Internet - Guest Pass	1.82	1.82	2.00
External Loan Fee	15.00	15.00	16.50
External Loan - Administration Fee	43.27	43.27	47.60
Sale of discarded local stock - Adult Non fiction	2.73	2.73	3.00
Sale of discarded local stock - Adult fiction	1.82	1.82	2.00
Sale of discarded local stock - Junior	0.91	0.91	1.00
Sale of discarded local stock - Special Items	Market Rate	Market Rate	Market Rate

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13. PLANNING AND DEVELOPMENT SERVICES REPORT

13.1 AMENDMENT NO. 38 TO LOCAL PLANNING SCHEME NO. 21 - INTRODUCTION OF ADDITIONAL USE (A82) TO LOT 61 (400) METRICUP ROAD, METRICUP INCLUDING ASSOCIATED STRUCTURE PLAN (INCLUDING LOT 60 (310) METRICUP ROAD, METRICUP)

SUBJECT INDEX: Local Planning Scheme 21 Amendments

STRATEGIC OBJECTIVE: Development is managed sustainably and our environment valued.

BUSINESS UNIT: Strategic Planning and Environmental Services

ACTIVITY UNIT: Strategic Planning

REPORTING OFFICER: Strategic Planner - Stephanie Navarro

AUTHORISING OFFICER: Director, Planning and Development Services - Paul Needham

VOTING REQUIREMENT: Simple Majority

ATTACHMENTS: Attachment A Location Plan Location Plan

Attachment B Aerial Photograph U

Attachment C Scheme Amendment Map Lack Attachment D Draft Structure Plan Map Lack Attachment D Draft Structure

Attachment E Existing Development Guide Plan L

PRÉCIS

The Council is requested to consider Amendment No. 38 (Amendment), and associated draft Structure Plan, to the City of Busselton *Local Planning Scheme No. 21* (Scheme) for initiation and consultation. The Amendment seeks to introduce Additional Use (A82) to Lot 61 (400) Metricup Road, Metricup (Site). In addition to the Amendment request, the proposal includes a draft Structure Plan which will supersede an existing Development Guide Plan over the Site and adjoining property to the east, Lot 60 (310) Metricup Road, Metricup (Lot 60).

Officers recommend that Council adopts the Amendment and associated draft Structure Plan for initiation and consultation, which will include referral to the Environmental Protection Authority (EPA), referral to relevant state government agencies and subsequent advertising. The Amendment is deemed to be a 'standard' amendment for the purposes of Part 5 of the *Planning and Development (Local Planning Schemes) Regulations 2015*.

BACKGROUND

The Site originally formed part of a larger lot that included Lot 60 to the east. A Location Plan and Aerial Photograph of the Site and Lot 60 are provided at Attachments A and B respectively. The Site was created under the subdivision incentives contained within the City of Busselton Biodiversity Incentive Strategy (BIS) in 2012. Prior to the approval of the subdivision, Amendment 167 to Town Planning Scheme No. 20, was approved by Council at its meeting of 13 June 2012 and gazetted on 6 November 2012. Amendment 167 changed the zoning of the property from 'Agriculture' to 'Bushland Protection.' As part of this process a conservation covenant with Department of Parks and Wildlife, now Department of Biodiversity, Conservation and Attractions (DBCA), was placed over the remnant vegetation at the centre of the two sites.

The Amendment proposes to introduce Additional Use (A82) to allow for commercial, tourism based development on the non-vegetated portions of the Site. Those uses are not permitted under the current zoning. The Amendment proposes the following land uses, which are currently prohibited, to be discretionary ("D") land uses on the Site:

- Produce Sales;
- Restaurant/Café;
- Chalet;

- Brewery; and
- Winery.

The above mentioned land uses would have been discretionary ("D") or discretionary pursuant to advertising ("A") land uses under the previous zoning of the property, 'Agriculture' (to become 'Rural under Omnibus 4), however they are prohibited ("X") land uses in the 'Bushland Protection' zone.

The Amendment has been prepared together with a separate draft Structure Plan. A copy of the draft Structure Plan is provided at Attachment D. The draft Structure Plan will supersede an existing Development Guide Plan currently in place across the Site and adjoining property Lot 60 which was adopted by the Council in conjunction with Amendment 167. A copy of the existing Development Guide Plan is provided at Attachment E. This draft Structure Plan is consistent with the previous Development Guide Plan with the exception of introducing Building Exclusion Areas to Lot 61. The Building Exclusion Areas cover all remnant vegetation on Lot 61 and include sufficient buffers around the vegetation to ensure adequate Asset Protection Zones (APZ) can be accommodated around future development to achieve compliance with a Bushfire Attack Level rating of BAL-29 without any clearing being necessary. In addition, the Building Exclusion Area includes a 30 metre setback to the existing stream on the site.

STATUTORY ENVIRONMENT

The key elements of the statutory environment with respect to this proposal are set out in the *Planning and Development Act 2005*, the *Planning and Development (Local Planning Schemes)* Regulations 2015 and the relevant objectives, policies and provisions of the *City of Busselton Local Planning Scheme No. 21*. Each is discussed below under appropriate subheadings.

Planning and Development Act 2005

The *Planning and Development Act 2005* (P&D Act) outlines the relevant considerations when preparing and amending local planning schemes. The relevant provisions of the Act have been taken into account in preparing and processing this amendment.

Planning and Development (Local Planning Schemes) Regulations 2015

The *Planning and Development (Local Planning Schemes) Regulations 2015* (the Regulations), which came into operational effect on 19 October 2015, identifies three different levels of amendments – basic, standard and complex. The resolution of the local government is to specify the level of the amendment and provide an explanation justifying this choice. This Amendment is deemed to be a 'standard' amendment.

The new Regulations provide separate processes for the approval of scheme amendments and structure plans, adherence to which would advance the proposed Structure Plan ahead of the Amendment. However, as the Structure Plan is reliant upon the change in zoning proposed in the Amendment and the nature of the proposal supports their assessment in parallel, the Structure Plan and Amendment are being progressed concurrently. Progression of the proposed Structure Plan will therefore assume the process and timeframes associated with the Amendment.

City of Busselton Local Planning Scheme No. 21 (the Scheme)

The Site is zoned 'Bushland Protection' under the Scheme. The Amendment and draft Structure Plan are considered to be consistent with the relevant provisions, including the policy and objectives relating to the zoning of the subject land, under the Scheme.

The Building Exclusion Areas proposed as part of the draft Structure Plan will ensure that any development on the Site will not have an adverse impact on the biodiversity values of the Site and will ensure the preservation of the remnant vegetation.

RELEVANT PLANS AND POLICIES

The policies affecting this proposal include:

- State Planning Policy 2.5 : Land Use Planning in Rural Areas;
- State Planning Policy 3.7: Planning in Bushfire Prone Areas and associated Guidelines;
- State Planning Policy 6.1 : Leeuwin-Naturaliste Ridge;
- City of Busselton Local Environmental Planning Strategy;
- City of Busselton Local Rural Planning Strategy; and
- City of Busselton Local Planning Policy 5B: Rural Tourist Accommodation.

State Planning Policy 2.5: Land Use Planning in Rural Areas (SPP2.5)

The intention of SPP2.5 is to protect and preserve rural land for rural purposes including primary production while also protecting the biodiversity and landscape values and encouraging a diverse range of compatible land uses." In relation to economic opportunities and regional development SPP2.5 states that WAPC's policy is to "support small scale tourism opportunities, such as bed and breakfast, holiday house, chalet, art gallery, micro-brewery and land uses associated with primary production, within the rural zone."

It is noted that, due to the relatively small size of the lot for an 'Agriculture' zoned property, 32.1621 hectares, with the majority of the Site containing vegetation that is protected via conservation covenants, there is limited potential for the Site to be utilised for intensive agricultural purposes. It is considered that the proposed additional land uses will be complementary and compatible with the surrounding rural land.

State Planning Policy 3.7: Planning in Bushfire Prone Areas (SPP3.7) and associated Guidelines for Planning in Bushfire Prone Areas

A majority of the Site is designated as a 'Bushfire Prone Area' in SPP3.7. This policy requires a comprehensive assessment of the bushfire risk to accompany any Amendment and/or structure plan within a 'Bushfire Prone' area. A Bushfire Management Plan (BMP) has been submitted as part of the application. It is noted that at the time that an application for development approval on the Site is submitted to the City the applicant will be required to submit a Bushfire Emergency Evacuation Plan (BEEP). A BEEP has not been requested by the City at this stage as it will depend on the nature and location of development actually proposed on the Site as to the contents of the BEEP. The Amendment, Structure Plan and BMP will be referred to DFES as part of the consultation process.

State Planning Policy 6.1: Leeuwin-Naturaliste Ridge (LNRSPP)

Under LNRSPP the Site is designated as 'Principal Agriculture (Viticulture & Grazing)'. The relevant policies of this land uses area are as follows –

LUS 4.1 In areas designated Principal Agriculture (Viticulture and Grazing), the predominant use of land will be agriculture. Other uses, including uses of interspersed lands with lesser agricultural potential, will be compatible with and not jeopardise, agricultural use of adjoining Prime Agricultural Land.

LUS 4.2 Agriculture (including viticulture) is to remain the predominant economic land use, within the constraints of protecting remnant vegetation and landscape values.

It is considered that due to its relatively small size the Site is not suitable for agricultural uses and that the addition of the proposed uses are generally seen to be complimentary to, and will not jeopardise, the agricultural use of adjoining Prime Agricultural Land.

The Site is also identified under the LNRSPP as being within a "Travel Route Corridors within Rural Landscape Significance." The relevant policies are as follows -

PS 3.4 In areas of Natural Landscape Significance, including where they are in Travel Route Corridors, the significant natural characteristics will be protected and provide adequate development setbacks. In these areas development will be screened from Travel Route Corridors except public recreation or safety facilities which may be seen in the foreground.

It is noted that the setbacks and visual impact of future development cannot be assessed until an application has been submitted to the City. It is, however, considered that there is capacity within the Site for development to be designed such that it does not have a visual impact upon the travel route corridor and that vegetation along Metricup Road that will further mitigate the visual impact of any structures.

Local Environmental Planning Strategy

The Amendment and draft Structure Plan are consistent with the Local Environmental Planning Strategy (LEPS), including the Biodiversity Objectives and Recommendations which are as follows –

3.3 - Objective

- 1. Maintain and enhance the quality and quantity of remnant vegetation throughout the [City].
- 2. Ensure that protection and enhancement of biodiversity assets in the [City] is considered early in the planning process.
- 3. Protect and enhance the biodiversity 'hotspot' status of the [City].

BD1 - Recommendation

Protect and enhance biodiversity values as part of town planning scheme amendment, development quide plan, subdivision and development application processes by:

...

ii. requiring applicants to assess biodiversity values and address potential development impacts (including impacts arising from development of services and infrastructure) as part of town planning scheme amendment, development guide plan, subdivision...

Minimise development being located so that it will result in the need for clearing or thinning of vegetation to establish bush fire hazard and building protection zones.

Local Rural Planning Strategy

The Site is located within Precinct 4 — Western Rural of the Local Rural Planning Strategy. The precinct comprises a mix of rural/agricultural type land uses and tourist-based land uses. The precinct has high levels of environmental values and includes significant remnant vegetation throughout. It is considered that the proposed Amendment is consistent with the vision and objectives of the precinct and it is noted that Winery and Rural Enterprise are listed as desirable land uses within the precinct.

Local Planning Policy 5B – Rural Tourist Accommodation (LPP5B)

Currently LPP5B includes density and setback provisions applicable to 'Chalet' developments however these may be amended when the City reviews this Policy. Any future development proposal which proposes 'Chalets' will be required to be assessed against, and required to meet, the relevant requirements of LPP5B at the time that an application is submitted.

FINANCIAL IMPLICATIONS

There are no direct financial implications arising from the recommendations of this report.

LONG-TERM FINANCIAL PLAN IMPLICATIONS

There are no direct long term financial implications arising from the recommendations of this report.

STRATEGIC COMMUNITY OBJECTIVES

The Officer recommendation is consistent with Key Goal Area 3 – Environment and Community Objective 3.1 of the City's Strategic Community Plan 2017, which is: 'Development is managed sustainably and our environment valued.'

RISK ASSESSMENT

An assessment of the potential implications of implementing the officer recommendation has been undertaken using the City's risk assessment framework. The assessment identified 'downside' risks only, rather than 'upside' risks as well. The implementation of the officer recommendation will involve adopting the Amendment and proposed modified Structure Plan for advertising. In this regard, there are no significant risks identified.

CONSULTATION

There is no requirement under the *Planning and Development Act 2005* to advertise a proposed scheme amendment prior to it being initiated by the Council. Accordingly, no advertising has occurred to date. Preliminary informal consultation with the officers at the Department of Planning, Lands and Heritage (DPLH) and the DBCA indicated that they were generally supportive of the proposed Amendment.

If the Council resolves to initiate the proposed Amendment and support the Structure Plan proposal, the documentation will be referred to the Environmental Protection Authority (EPA) to consider the need for formal assessment under Part IV of the *Environmental Protection Act 1986*. If the EPA determines that formal assessment is unnecessary, it will be advertised for a period of 42 days in accordance with the Regulations and include referral to relevant state government agencies. In the event that the EPA determines that the proposal is to be formally assessed, it will be prepared by the proponent prior to consultation.

OFFICER COMMENT

The proposed Amendment and accompanying Structure Plan is generally consistent with the applicable planning and related requirements, including the objectives and policies of the 'Bushland Protection' zone. Key issues identified with the Scheme Amendment and Structure Plan have been discussed further below:

Scheme provisions

The objectives and policies of the 'Bushland Protection' zone applicable to this proposal are as follows—

Objective

To restrict the land uses and type and scale of development that will be considered on lands possessing special biodiversity values to those that will not adversely affect those values, and to provide opportunity for the creation of a subdivision incentive for the protection of those values in perpetuity.

Policies

- (b) To prohibit the clearing, grazing or damage to remnant vegetation on the land unless required for firebreaks identified on an adopted fire management plan, approved dwellings or any incidental development within building envelopes, or to allow for vehicular access to such buildings.
- (c) To prohibit the clearing, draining, filling or grazing of wetlands on the land.

It is considered that the proposal is consistent with the above mentioned objective and policies and that the biodiversity values of the Site will not be threatened as a result of the Amendment as demonstrated through the structure plan. The inclusion of the Building Exclusion Area on the Structure Plan demonstrates that development of the Site is able to occur, and achieve adequate bushfire outcomes of BAL-29 or lower, without the need to clear any of the protected remnant vegetation on the Site.

All land uses proposed to be introduced as part of this Amendment are prohibited (X) land uses within the 'Bushland Protection' zone in LPS21. It is noted, however, that the land uses proposed would have been discretionary land uses ("D"), Winery, Restaurant/Café, Produce Sales and Chalets, or discretionary land uses requiring advertising ("A"), Brewery, under Table 2 – The Zoning Table, within the previous zoning of the site as 'Agriculture'.

Waste Water Disposal

The production of wine and/or beer as part of a Winery or Brewery on the site will generate, and therefore require the disposal of, waste water. Generally, where there is no connection to mains sewerage, waste water is disposed of on site and involves the irrigation of treated waste water. It is considered that due to the relatively small size of the Site and various environmental considerations there is limited capacity for the irrigation of waste water on the property.

The satisfactory disposal of waste water will be assessed as part of any development application received. Where the production capacity of the Winery and/or Brewery is 350 kilolitres or greater per year licencing by DWER will be required. It is considered that where it is not possible to dispose of the waste water on site either the capacity of the Winery and/or Brewery should be limited or alternative means of off-site disposal of waste water should be imposed as a condition of development approval.

CONCLUSION

The Amendment and associated draft Structure Plan provide for the development of the land generally in accordance with the objective and policies of the 'Bushland Protection' zone in LPS21.

Officers recommend that the Council adopt both proposals for the purpose of public consultation, which will include referral to the EPA, referral to relevant state government agencies and subsequent advertising.

OPTIONS

Should the Council not support the officer recommendation the Council could instead resolve –

- 1. To decline the request to initiate the Amendment in its entirety (and provide a reason for such a decision). It should be noted that under the relevant legislation there is no right of appeal against a Council decision not to initiate an amendment.
- 2. To seek further information before making a decision.
- 3. To initiate the Amendment subject to further modification(s) as required.

Officer assessment has not revealed any substantive issue or reasonable grounds that would support any of these options and it is considered that options 2 and 3 could be more appropriately considered following the receipt of advice from the relevant state government agencies.

TIMELINE FOR IMPLEMENTATION OF OFFICER RECOMMENDATION

The implementation of the Officer Recommendation would include advising the applicant of the Council resolution and referring the proposal to the Environmental Protection Authority, which will occur within one month of the resolution.

OFFICER RECOMMENDATION

That the Council:

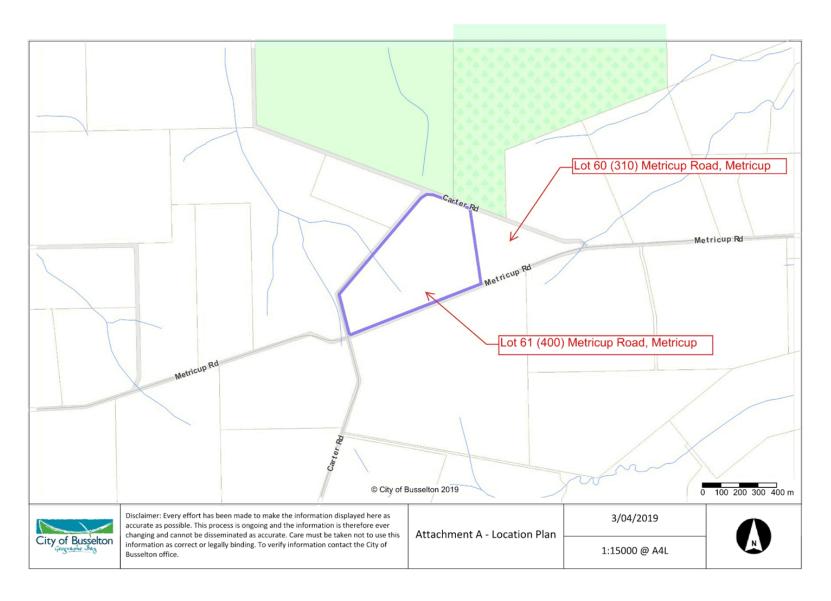
- 1. In pursuance of the *Planning and Development (Local Planning Schemes) Regulations 2015*, initiates Amendment 38 to the City of Busselton Local Planning Scheme 21 for the purposes of:
 - a) Amending Schedule 2 Additional Uses of the Scheme Text to include the subject land within the Schedule as follows:

No.	PARTICULARS OF	LAND USE	CONDITIONS
	LAND	PERMITTED/SPECIFIED	
A82	Lot 61 (Vol. 2822	Winery	1. All additional uses shall
	Fol. 500) Metricup	Brewery	be deemed to be 'D' uses
	Road, Metricup	Restaurant/Cafe	for the purposes of Part 4
		Produce Sales	of the Scheme.
		Chalet	2. Application(s) submitted
			for the development of
			the property shall be
			referred to the
			Department of
			Biodiversity,
			Conservation and
			Attractions for comment.

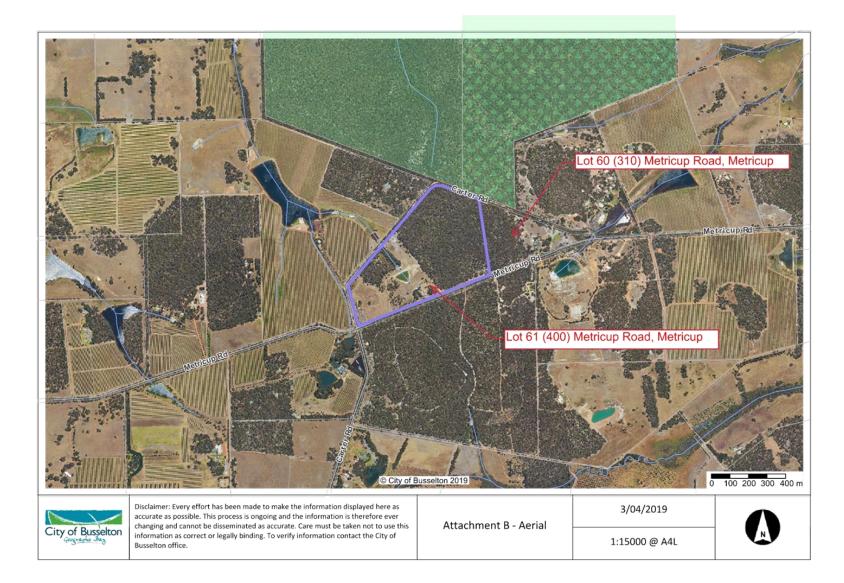
b) Amending the Scheme Map accordingly.

- 2. Notes that, as the draft Amendment is in the opinion of the Council consistent with Part V of the Act, and Regulations made pursuant to the Act, that upon preparation of the necessary documentation, the draft Amendment be referred to the Environmental Protection Authority (EPA) as required by the Act, and on receipt of a response from the EPA indicating that the draft Amendment is not to be subject to formal environmental assessment, be advertised for a period of 42 days, in accordance with the Planning and Development (Local Planning Schemes) Regulations 2015. In the event that the EPA determines that the draft Amendment is to be subject to formal environmental assessment, this assessment is to be prepared by the proponent prior to advertising of the draft Amendment.
- 3. Advises the Western Australian Planning Commission that the Amendment is considered a 'standard' amendment pursuant to the *Planning and Development (Local Planning Scheme) Regulations 2015* for the following reasons:
 - a) It is an amendment relating to a zone or reserve that is consistent with the objectives identified in the Scheme for that zone or reserve.
 - b) It is an amendment that would have minimal impact on land in the Scheme area that is not the subject of the amendment.
 - c) It is an amendment that does not result in significant environmental, social, economic or governance impacts on land in the Scheme area.
- 4. Adopts the Structure Plan for Lot 60 (310) and Lot 61 (400) Metricup Road, Metricup, depicted at Attachment D for public consultation, pursuant to Part 4 of the Deemed Provisions of the *Planning and Development (Local Planning Schemes) Regulations 2015*.

13.1 Attachment A Location Plan



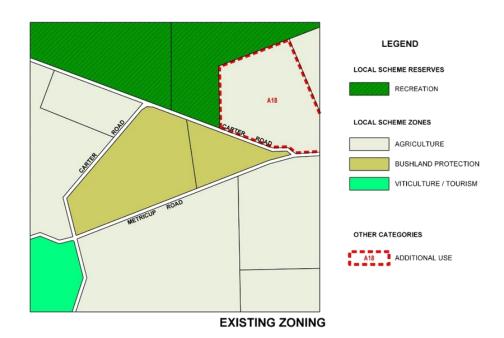
Attachment B Aerial Photograph



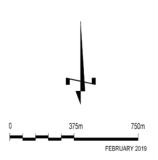
173

SCHEME AMENDMENT MAP

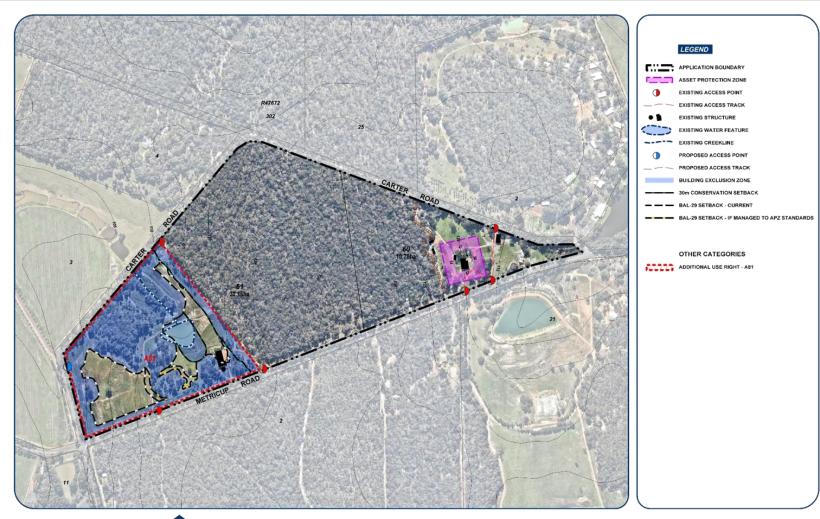
CITY OF BUSSELTON LOCAL PLANNING SCHEME No.21 AMENDMENT No. 38







175 Attachment D Draft Structure Plan Map



This concept has been prepared for the jumpose of needing client specification. The drawing does not constitute an invitation, agreement or confined (or an part thronoft) of any kine shatboover.

Although care has been taken on the compiler on of this document by Halled & Association, all parties seasociated with the explosed property development.

Liability is expressly disclaimed by Helsell & Asyc for any loss or darlage which may be austained to person acting or any Vaual impression gained ho this drawing. Toolman

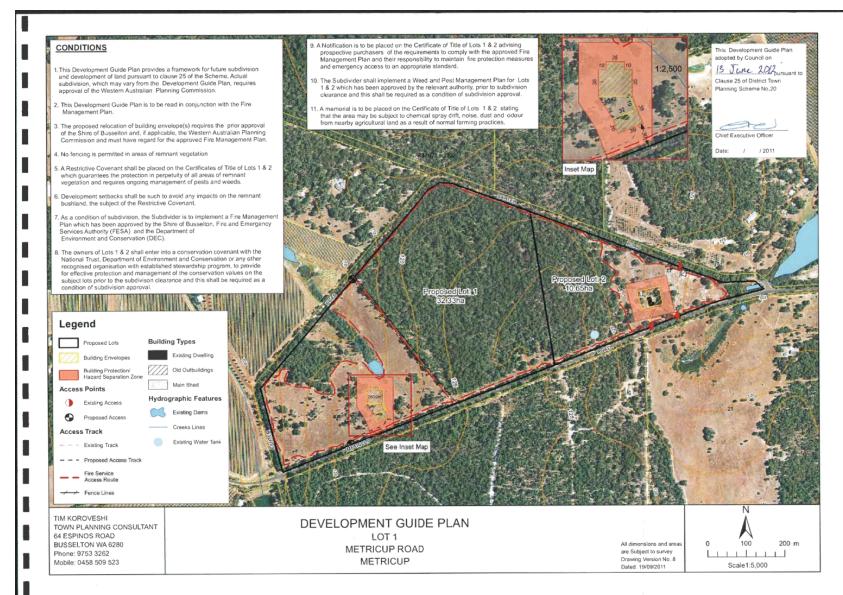
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PROPOSED STRUCTURE PLAN

Location: LOTS 60 & 61 METRICUP ROAD, METRICUP Date: January 2019
Scale: 1:5,000@A3





13.2 <u>DRAFT STRUCTURE PLAN - ADOPTION FOR FINAL APPROVAL - LOT 2656 BUTTERLY ROAD,</u> YALLINGUP

SUBJECT INDEX: Development Guide Plans and Detail Area Plans

STRATEGIC OBJECTIVE: Development is managed sustainably and our environment valued.

BUSINESS UNIT: Stategic Planning

ACTIVITY UNIT: Strategic Planning and Development REPORTING OFFICER: Strategic Planner - Janine Eriksson

AUTHORISING OFFICER: Director, Planning and Development Services - Paul Needham

VOTING REQUIREMENT: Simple Majority

ATTACHMENTS: Attachment A Location Plan ...

Attachment B Structure Plan 🗓 🕍

Attachment C Proposed Road Network/Connections U

Attachment D Dryandra Road Reserve and Drainage Plan 🗓 🖼

Attachment E Schedule of Submissions

Schedule of Submissions

Schedule of Modifications

Structure Plan Conditions

PRÉCIS

The Council is requested to consider adopting the draft Structure Plan for Lot 2656 Butterly Road, Yallingup (subject land) for final approval, subject to modifications. The Structure Plan proposes to guide a rural residential subdivision to create 13 lots.

The Structure Plan proposal was advertised for 28 days ending 13 March 2019. The proposal is being presented to Council due to the nature of the issues raised through the submissions. Officers are recommending that Council adopt the Structure Plan subject to modifications as set out in the Schedule of Modifications and forward to the WAPC for Final Approval.

BACKGROUND

The subject land is zoned 'Rural Residential', is included within the 'Landscape Value Area' (LVA) designated in Local Planning Scheme No. 21 (the Scheme), and is located within Precinct 5B of the Commonage Policy Area Consolidated Structure Plan (CPACSP). The subject land is an 'L shaped' lot bound by Butterly Road to the north and east, and shares its western boundary with Lot 115 Wildwood Road, Yallingup, which is presently undergoing civil works for construction of an approved rural residential subdivision. Existing rural residential development is located to the north on The Dell Retreat and to the south on Zamia Grove (see Attachment A).

The subject land includes a riparian vegetation corridor running south-east along a creek line (vegetation corridor) connecting to a central north-south oriented woodland vegetation corridor (central woodland) which traverses the undulating landscape. Otherwise, the predominantly cleared farm land is characterised by roadside vegetation, rock outcrops, farm fencing, and includes 6 dams of various sizes. The subject land includes one dwelling and rural outbuildings adjacent to Butterly Road, south of the largest dam. This dam was issued a development approval on 19 May 2017. The approval includes condition 4, which sets out that; "The use of water from the hereby approved storage dam, shall be for stock and domestic purposes only. This approval does not permit the use of the land or water for 'intensive agriculture". The reason for that condition was that no intensive agriculture had been approved on the land.

Proposal

The advertised Structure Plan (Attachment B) proposes to subdivide the subject land into 13 rural residential lots, consisting of 12 lots ranging between 1ha and 2.15ha, and a 22.61ha 'Rural

Production' lot. The Structure Plan features contained in the proposed 'Rural Production' lot (balance Lot 1) include:

A 'Development Evaluation Area' (DEA), to protect and enhance a portion of the riperion

- A 'Development Exclusion Area' (DEA), to protect and enhance a portion of the riparian vegetation corridor and the central woodland;
- A 'Revegetation Area' west of the central woodland to enhance the natural landscape; and
- A proposed dam expansion to increase irrigation supplies to support future intensive agricultural activities.

It is proposed that the land generally east of the DEA be subdivided into 6 lots with direct access from Butterly Road. This includes access to proposed Lot 1 from Butterly Road in two locations; adjacent to the existing dam, and via a 15m wide battle-axe leg on the south-east boundary. A third access point is proposed from the internal link road located on the western side of the property.

The proposed subdivision on the western side of the DEA includes 7 lots to be accessed from an internal road (proposed Dryandra Avenue) that links to the planned and existing road network. Road upgrades external to the subject lot provide substantial community benefit by improving bushfire emergency evacuation routes and access for local residents (see Attachment C). Improved access to the south is proposed by constructing an existing but undeveloped road reserve link to Zamia Grove.

Two drainage reserves of 2000m² are also included adjacent to the proposed Dryandra Avenue extension to provide for compensation basins (see Attachment D).

The Structure Plan documentation is supported by the following technical studies which are discussed where relevant in the 'Officer Comment' section of this report:

- Environmental and Land Capability Assessment Report
- Bushfire Management Plan
- Engineering Services Assessment
- Rural Production Water Assessment

STATUTORY ENVIRONMENT

The key elements of the statutory environment with respect to this proposal are set out in the relevant objectives, policies and provisions of the *Planning and Development (Local Planning Schemes) Regulations 2015* (the Regulations) and the Scheme.

Planning and Development (Local Planning Schemes) Regulations 2015

The Regulations came into operational effect on 19 October 2015 and introduced deemed provisions for the preparation, advertising and approval of structure plans. The deemed provisions are adopted into the Scheme and define the process for receiving and assessing proposed structure plans and/or modifications. Local governments are to have 'due regard' to approved structure plans when making decisions relating to subdivision and development.

City of Busselton Local Planning Scheme No. 21

The subject land is zoned 'Rural Residential' and an officer assessment has identified that the Structure Plan proposal can suitably address the relevant objectives and policies of that zone. Relevant to the proposed Structure Plan, and further discussed in 'Officer Comment', is reference to Clause 4.37 'Special Provisions Relating to the Rural Residential zone', which states that dams shall not be developed unless they have development approval or if they are shown on a Structure Plan.

The subject land is located within the 'Landscape Value Area' (LVA) under the Scheme. The proposed Structure Plan design supports the objectives of the LVA provisions through protection of vegetation and landscape values. Future development within the Structure Plan area will be subject to special controls requiring retention of vegetation, and consideration of siting, design and materials to be in keeping with the landscape character of the locality.

RELEVANT PLANS AND POLICIES

The key strategies and policies relevant to the proposal are:

- State Planning Policy 6.1: Leeuwin-Naturaliste Ridge Policy
- State Planning Policy 3.7 Planning in Bushfire Prone Areas and Guidelines for Planning in Bushfire Prone Areas
- City of Busselton Draft Local Planning Strategy (2016);
- City of Busselton Local Rural Planning Strategy (2006)
- Commonage Policy Area Consolidated Structure Plan

State Planning Policy 6.1: Leeuwin-Naturaliste Ridge Policy (2003)

Leeuwin-Naturaliste Ridge SPP 6.1 (LNRSPP) defines the subject land as 'Rural Residential' within the Commonage area. The landscape classes of 'Natural Landscape Significance' and 'Rural Landscape Significance' relate to the subject land which identifies that natural and rural characteristics contribute to the valued landscape. The Policy also encourages that land committed for rural residential development adopt a 'cluster principle' which is responsive to retaining landscape values and allowing some agricultural pursuits. The objectives of the policy have been accommodated in the Structure Plan by providing a clustered rural residential lot design around proposed balance Lot 1 that includes protection and enhancement of the natural vegetation and habitat linkages, and maintains rural land use features.

State Planning Policy 3.7: Planning in Bushfire Prone Areas (2015) and the Guidelines for Planning in Bushfire Prone Areas (2017)

State Planning Policy 3.7 Planning in Bushfire Prone Areas (SPP 3.7) assists in reducing the risk of bushfire to people, property and infrastructure by encouraging a conservative approach to strategic planning, subdivision, development and other planning proposals in bushfire-prone areas.

All land within the Commonage north of Wildwood Road, including the subject land, is designated as a 'Bushfire Prone Area' by the Department of Fire and Emergency Services (DFES). Consistent with SPP3.7, a Bushfire Management Plan (BMP) has been prepared for the subject land identifying emergency access arrangements throughout the Structure Plan area. DFES has advised they support the proposal subject to the proposed external, integrated road network links being constructed. Clause 6.3 of SPP3.7 requires provision of a BAL Contour Map to determine the indicative acceptable BAL rating across the site which has not been included in the BMP and will be required prior to subdivision, and is further detailed under 'Consultation'.

Draft City of Busselton Local Planning Strategy (2016)

The City's Draft Local Planning Strategy includes the provision to:

'Support and pro-actively plan to identify suitable areas for re-subdivision/consolidation of existing rural-residential development in both the Commonage and Dunbarton rural residential areas.'

Supporting description is as follows:

'In accordance with the draft South West Planning and Infrastructure Framework no new rural residential areas are proposed and the strategy provides the scope to consider limited further subdivision and consolidation within the existing rural-residential areas of Commonage and Dunbarton, where there is seen to be a demonstrable community benefit and having regard to environmental, landscape/visual amenity and biodiversity values, as well as bushfire risk. This will contribute to the more efficient use of land, services and infrastructure and will maximise the number of rural residential lots without needing to alienate additional areas of rural land.'

The subject proposal is considered by Officers to demonstrate community benefit, particularly by providing improved bushfire and emergency management outcomes, along with the protection and enhancement of environmental and biodiversity values.

Local Rural Planning Strategy (2007)

The subject land is located within Precinct 6 'Commonage' of the Local Rural Planning Strategy (LRPS). The strategy describes the precinct as 'comprising the existing Commonage Rural Residential Policy Area South of Dunsborough and north of Wildwood Road'.

The vision of the precinct is to:

- Consolidate rural residential land use and provide for diversification in small-scale and lowkey tourist, rural and home based activities in a manner that sustains the existing natural environment, landscape values and residential amenity of the area with well-developed pedestrian and habitat/biodiversity links; and
- Promote the retention of the rural amenity and appropriate scaled rural land uses where compatible with rural residential amenity.

Precinct objectives which are addressed further under 'Officer Comment' include:

- To protect biodiversity values of remnant vegetation, with an emphasis on poorly represented vegetation, priority flora and DRF and riparian/creek vegetation,
- To protect environmental flows in watercourses by restriction of off-stream dams, a presumption against on-stream dams, and the control of dam sizes.
- To protect existing and encourage re-establishment of environmental corridors and buffers, particularly in proximity to reserves and particularly in areas of high landscape values.
- To protect habitat and vegetation corridors relied on by the threatened Western Australian Ringtail Possum.

Subdivision criteria states that rural residential subdivision is limited to existing rural residential zones and is to be in accordance with the adopted Structure and Development Guide Plans (including the CPACSP.

Commonage Policy Area Consolidated Structure Plan (2004)

The CPACSP was endorsed by the City and the WAPC in 2004 as a guide to planning and development within the 'Commonage' area. It should be noted that the CPACSP is an overarching, guiding document and not a 'Structure Plan' in the sense that the term is now used in the Regulations.

The subject land is located in West Commonage Precinct 5B which indicates a requirement for a minimum lot size of 2ha with an average lot size of 3ha for this site. This policy states that the designated average lot sizes must be maintained, although flexibility in minimum and lot sizes may be permitted by the City (and WAPC) subject to demonstrated community benefits.

The Planning and Policy Statements (relating to subdivision and development) include the provisions below which provide additional guidance for assessment, as discussed further under 'Officer Comment'.

- '3. Cluster approaches to rural residential subdivision are supported in other undeveloped areas except for areas exposed to long range views, along key existing and proposed distributor roads and sites which consist of remnant vegetation or include vegetation/habitat corridors. Outside the cluster precinct a general minimum lot size of one hectare may be considered subject to achievement of the designated average lot size for the land as indicated on the Structure Plan. Cluster subdivision proposals will be assessed in relation to the performance criteria specified in the LNRSPP including assessment of visual analysis prior to preparation of the development guide plan for the land.
- 12. The Shire will recommend appropriate memorials on rural production lots adjoining sensitive land uses to address off-site impacts and corresponding memorials on rural residential and tourist lots adjoining rural production lots state that the rural production activity may create a nuisance effect on rural residential amendment
- 16. The Structure Plan indicates the general alignment of habitat and revegetation corridors. The Shire and the Department of Conservation and Land Management are to investigate the general location and width of vegetation/habitat corridors linking remnant vegetation with the national Park, Recreation reserves and other crown reserves during the preparation of development guide plans. Subdivision design is to have regard to the establishment of vegetation/habitat corridors.'

Ultimately the CPACSP provides guidance for the City to support a lower minimum lot size to permit flexibility in subdivision design, subject to a distinct community benefit being demonstrated, and therefore the Structure Plan recommendations are considered to be consistent with the relevant provisions.

FINANCIAL IMPLICATIONS

There are no financial implications considered to arise from the officer recommendation.

LONG-TERM FINANCIAL PLAN IMPLICATIONS

There are no long term financial implications associated with the recommendations of this report.

STRATEGIC COMMUNITY OBJECTIVES

The officer recommendation provided in this report is consistent with Key Goal Area 3 – Environment and Community Objective 3.1 of the City's Strategic Community Plan 2017; 'Development managed sustainably and our environment valued.'

RISK ASSESSMENT

An assessment of the potential implications of implementing the officer recommendation has been undertaken using the City's risk assessment framework. The assessment identifies 'downside' risks only, rather than upside risks as well. The implementation of the officer recommendation will involve recommendation of final approval of the Structure Plan in accordance with the Planning and Development (Local Planning Schemes) Regulations 2015 (the Regulations). In this regard, there are no significant risks identified.

CONSULTATION

The Structure Plan was advertised for 28 days from 13 February to 13 March 2019 in accordance with the deemed provisions of the Regulations and 14 submissions were received. A Schedule of Submissions is provided at Attachment E. Nine public submissions included queries relating to details of the development process, and raised concerns regarding density, landscape and vegetation protection, and the proposed dam expansion.

The submission received from the Department of Fire and Emergency Services (DFES) confirms support for the Bushfire Management Plan subject to additional information being provided in an updated BMP prior to subdivision. The matters raised by DFES requires preparation of the BAL contour map to include minor updates to the BHL Assessment and vegetation classification to be provided prior to subdivision. The Department of Water and Environmental Regulation (DWER), and the Department of Biodiversity, Conservation and Attractions (DBCA) and Department of Primary Industries and Regional Development (DPIRD) have informed the recommendations on the Structure Plan as set out in the Schedule of Submissions (Attachment E) and Schedule of Modifications (Attachment F) and are discussed under Officer Comment, to follow.

OFFICER COMMENT

As a result of advertising and subsequent issues raised, a number of modifications are being recommended in the Schedule of Modifications. The key considerations include density and design, intensive agricultural use, and wider environmental and community benefits.

Density and Design

Submissions raised concern that the proposed lot sizes in the Structure Plan appear to contradict those in the CPACSP. The CPACSP, Scheme, LNRSPP and Draft LPS all support consideration and assessment and potential flexibility in terms of the intensification of development and subdivision design on the proviso that a tangible community benefit is demonstrated. The proposed lot density is, however, in any case consistent with the CPACSP providing an average density of 3ha. The minimum 1 ha individual lot sizes are supported by the proposed cluster design which improves integration of the local road network and, therefore, delivery of safer bushfire evacuation and emergency services access; and supports retention and enhancement of natural and rural landscapes on the proposed balance lot 1. The lot sizes are also consistent with existing rural residential areas to the north, and lots recently approved in the adjacent Lot 115 Wildwood Road subdivision, thus the proposed Structure Plan density and lot design is considered to be well-integrated and in keeping with the aims, objectives and outcomes of the surrounding development.

Adjacent landowners requested consideration of design constraints such as building envelopes and landscape screening/revegetation for each lot in the western portion of the Structure Plan area. There was concern that development would become intrusive in an area with recognised landscape values and rural amenity that neighbouring landowners enjoy. It is because of these inherent landscape values that existing planning controls under the Scheme (particularly with regards to the LVA provisions and associated local planning policies) are considered to be sufficient in regulating building design in this area. In view of these planning policies and development control processes there is not generally a need to specify exactly where development must occur within each lot at a structure plan level and for that reason, the City has moved away from allocating specific building envelopes for rural residential subdivision. Officers are not recommending any change to the proposed density, lot layout or design.

'Agriculture - Intensive' - Rural Production

The Scheme provides for consideration of Agriculture-Intensive Use in a rural residential zone where rural or primary production is identified on a structure plan or on land greater than 20 ha in area. The Scheme also requires that expansion of dams in rural residential areas are to be indicated on the structure plan. For this reason, the Structure Plan proposes that the balance Lot 1 will be used for 'Rural Production' and proposes to enlarge an existing dam located on the creek line. The supporting documentation to the Structure Plan describes that the dam and associated water supply is intended to support intensive agriculture uses such as growing of avocadoes, olives, citrus, olives and blueberries on the balance Lot 1.

Following advertising, the DWER submission revealed that the subject land is located within the Gunyulgup sub-area catchment, which is fully allocated, and therefore no additional water is available to support the proposed dam expansion. The City considered a Development Application in 2016 for a proposed dam expansion in the same location and advised that it could not be approved under the Scheme due to its volume and size. Several submissions from adjacent landowners also raised concern about the expansion of the dam and its impact upon water flow and the environment, which is further discussed in 'Environmental and Community Benefits' below. In view of DWER comments, public submissions and previous planning considerations, the proposed dam expansion is recommended to be removed from the Structure Plan (and intensive agriculture use is not supported).

DPIRD advise that they have no objection to the Structure Plan and use of the land for rural residential purposes. DPIRD also advise that a maximum of 8 ha of land may be available for agricultural uses on the balance Lot 1; however, with no water allocation it would not be possible to establish and operate a successful horticultural enterprise. DWER advise that the recently approved dam on the northern portion of the site is a spring-fed dam and not on a controlled watercourse and, therefore, this dam may be used for irrigation purposes. However, the City issued a development approval in 2017 for this dam, which limits the use for domestic use and watering of stock only. Due to the prospect of a limited irrigated water supply and productive land for intensive agricultural use, it is considered that the notation on the Structure Plan for 'Rural Production' would be misleading and it is therefore recommended to be removed. The Schedule of Modifications accordingly recommends removal of the 'proposed dam expansion' and that the notation of 'Rural Production' is also removed from the Structure Plan. It should be noted that should the water situation change, as proposed Lot 1 will be over 1.0 hectare in area, approval of intensive agriculture could still be considered by the City at some future time.

The Structure Plan shows the location of the remaining dams on the property, however, does not recognise any potential for those dams to be enlarged or expanded. It has been advised by the landowner that the dams will most likely remain as part of future development of the lots.

Environmental and Community Benefits

The Structure Plan includes mechanisms for the delineation of the DEA and Revegetation Area to ensure ongoing environmental and community benefit through protection and enhancement of natural and rural landscapes. The central woodland corridor running north to south and containing remnant native vegetation is identified in the LNRSPP as an area of 'Natural Landscape Significance', and the south east riparian vegetation corridor is recommended under the CPACSP to be protected as a habitat corridor. The existing vegetated areas have been grazed over many years, leaving insufficient new growth to replace older trees. Combined with revegetation, the protection of the DEA intends to promote long-term health and recovery of this plant community.

Key issues raised in the public submissions relate to protection of the landscape, protection of vegetation and maintaining surface water flow. Several public submissions also requested further protection of the creek line and associated vegetation. The DBCA submission supports the development exclusion areas and revegetation areas of the DEA as proposed in the Structure Plan; however, also suggests extension and protection of the vegetation corridor which includes potentially good quality wetland vegetation and Western Ringtail Possum (WRP) habitat. To improve the link between the watercourse and the larger retained bushland area, DBCA recommends revegetation of the northern portion of the wildlife habitat corridor including planting around the edges of the existing dam; and also removing the battle-axe access opening on the south-eastern corner of the balance lot which cuts through the full width of the corridor vegetation. The DBCA consider that the expansion of the dam would adversely impact the effectiveness of the habitat corridor.

The landowner would prefer to maintain the battle-axe access leg to provide a second access to proposed Lot 1 to allow direct access to the central southern portion of the site. The battle-axe leg was proposed in a previous version of the Structure Plan to provide access to an additional lot in this location, however that was not supported by the City as it did not adequately address bushfire requirements. On balance, it is considered that the most appropriate use of this 15 metre wide strip is to provide environmental protection and inclusion in an enhanced habitat corridor. Therefore it is recommended that the battle-axe access opening be removed and the area be instead amalgamated into proposed Lot 6.

Policy objectives of the LNRSPP and the draft LPS, along with the precinct objectives of the LRPS seek to protect habitat and vegetation corridors and re-establish environmental corridors, particularly in areas of high landscape values. This overarching policy supports the CPACSP provision that encourages subdivision design to have regard to the establishment of vegetation/habitat corridors. The DEA is the planning mechanism which will ensure that the corridor is protected and revegetated through the subsequent subdivision process, typically via the following condition:

'A revegetation plan being prepared, approved and implemented for the revegetation of the Revegetation Area and Development Exclusion Area as shown on the approved Structure Plan with appropriate native species to the specifications of the Local Government. (Local Government)'

In view of submissions received; and in consideration of the relevant planning policies it is recommended that the extent of the south-east vegetation corridor be protected under the draft Structure Plan to improve the environmental and landscape benefit of the proposal. To ensure appropriate protection through the subdivision process, it is recommended that the DEA be extended to reflect the CPACSP habitat corridor through including the following modifications to the Structure Plan:

- The existing dam and northern portion of the corridor linking to the central woodland be included in the DEA.
- Removal of the battle-axe access opening and inclusion instead of the vegetation on the south-east boundary into the DEA.

Structure Plan conditions

Following further assessment after public advertising, officers consider that most of the Structure Plan conditions proposed (see Attachment G) are covered by the deemed provisions of the Regulations, the relevant clauses of the Scheme and otherwise typically applied by the Western Australian Planning Commission on conditional subdivision approvals. Due to this, and not wishing to duplicate processes or cause confusion, it is therefore recommended that all these conditions be removed.

That leaves the condition concerning the construction of a public road linking Dell Retreat to the internal subdivision roads of adjoining Lot 115, so as to better integrate the local road system for bushfire and emergency safety purposes). For simplicity's sake, it is recommended this condition be added to the Structure Plan map, rather than being the sole condition in a separate list of conditions.

It should be noted that without that connection, the additional lots proposed on Butterly Road cannot meet access and egress requirements of State bushfire planning policy. The additions to the integration road network proposed in this Structure Plan, and through the development now underway on adjoining Lot 115 Wildwood Road, will together result in a significant number of existing lots in the locality becoming compliant with current requirements of State bushfire planning policy.

Recommended Modifications

Modifications recommended to the Structure Plan are:

- Removal of 'Proposed Dam Expansion'
- 2. Removal of the 'Rural Production' notation
- 3. Removal of the battle-axe access leg on the south-east boundary of balance Lot 1 and its inclusion instead into proposed lot 6.
- 4. Extend the 'Development Exclusion Area' toward the south-east boundary to include the full extent of the vegetation corridor;
- 5. Extend the 'Development Exclusion Area' to include the dam, associated vegetation, and land north along the creek line to connect with the central woodland.
- Remove all Structure Plan Conditions, other than Condition 3 (as described in previous paragraph), as they are unnecessary and reflect already existing requirements of the planning framework, and include that condition on the Structure Plan map, rather than in a separate conditions list.
- Modifications to the Structure Plan report and technical appendices to reflect the Structure Plan changes, and other changes supported following assessment of the Schedule of Submissions.

CONCLUSION

The Structure Plan consolidates rural residential development, coordinates the delivery of safer bushfire evacuation and emergency services access, enhances long-term environmental protection of native species on the site and improves integration of the local road network in the Commonage. The Structure Plan represents a logical and orderly planning approach to rural residential development in this area that integrates with neighbouring subdivision development and road networks, demonstrating both community and environmental benefit.

Officers are of the view that subject to the modifications set out under Attachment F, that the draft Structure Plan for Lot 2656 Butterly Road is suitable to be adopted for final approval, and referred to the WAPC for endorsement.

OPTIONS

Should the officer recommendation not be supported, the following options could be considered –

- 1. Resolve not to adopt the Structure Plan for final approval (with reasons to be provided).
- 2. Resolve to adopt the Structure Plan for final approval, but with further recommended modifications (to be justified).

The assessment did not reveal any substantive issue or reasonable grounds that would support either option. With respect to Option 1, it should be noted that the City would still have to forward the Structure Plan to the WAPC, which is the final decision-maker.

TIMELINE FOR IMPLEMENTATION OF OFFICER RECOMMENDATION

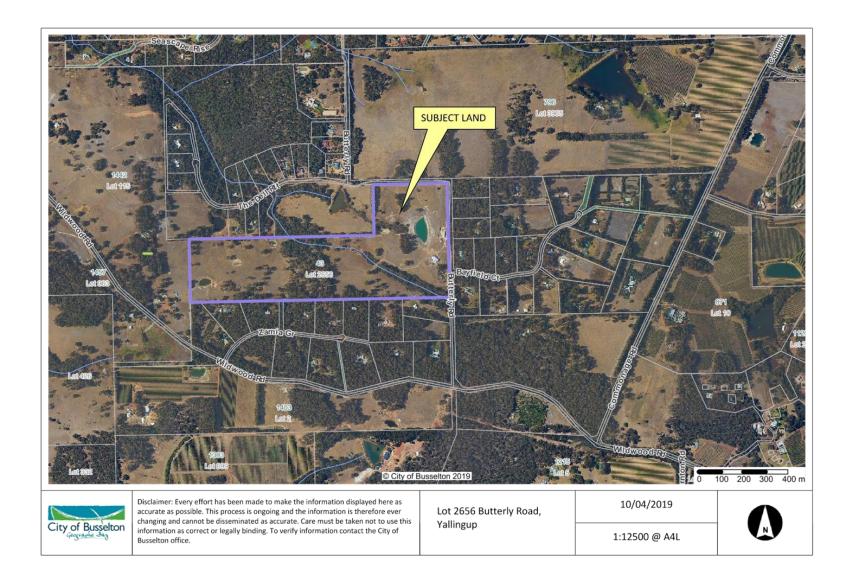
The implementation of the officer recommendation will involve referral of the draft Structure Plan documents to the Western Australian Planning Commission as soon as practicable after the resolution.

OFFICER RECOMMENDATION

1. That the Council:

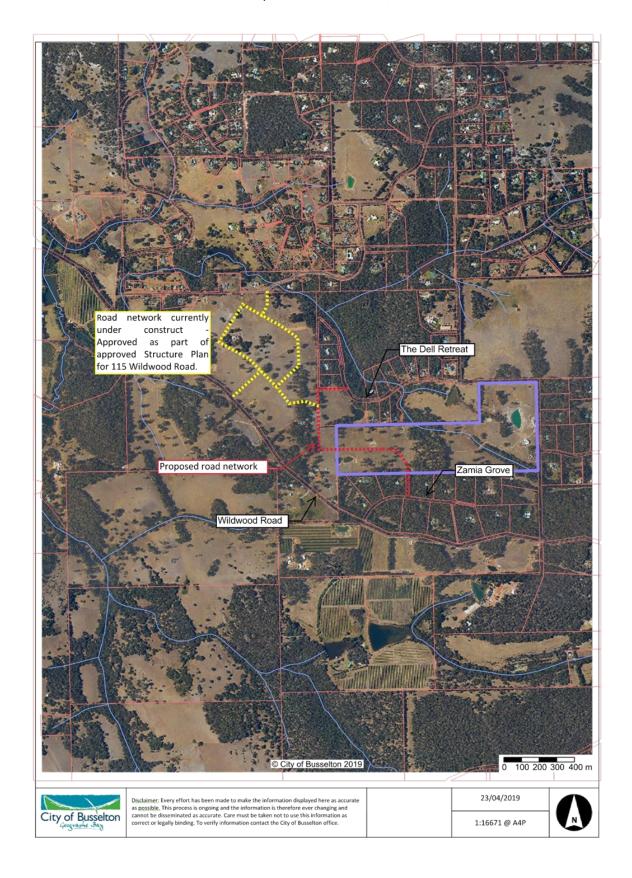
- 1.1 Pursuant to Schedule 2, Part 4 of the Planning and Development (Local Planning Schemes) Regulations 2015, adopts the Structure Plan for Lot 2656 Butterly Road, Yallingup for Final Approval, subject to the recommended changes included in the Schedule of Modifications at Attachment F.
- 1.2 Pursuant to Schedule 2, regulation 19 of the Planning and Development (Local Planning Schemes) Regulations 2015, resolves to endorse the Schedule of Submissions at Attachment E prepared in response to the public consultation undertaken in relation to the Structure Plan.
- 1.3 Pursuant to Schedule 2, regulation 20 of the Planning and Development (Local Planning Schemes) Regulations 2015 requires that a report on the Structure Plan be provided to the Western Australian Planning Commission within the timeframe agreed with the Commission.
- 2. Pursuant to Schedule 2, regulations 22 and 23 of the Planning and Development (Local Planning Schemes) Regulations 2015, should the WAPC require modifications be made to the Structure Plan, these modifications are to be undertaken accordingly, on behalf of the Council, unless they are considered by officers to be likely to significantly affect the purpose and intent of the Structure Plan, in which case the matter shall be formally referred back to the Council for assessment and determination.

Attachment A Location Plan



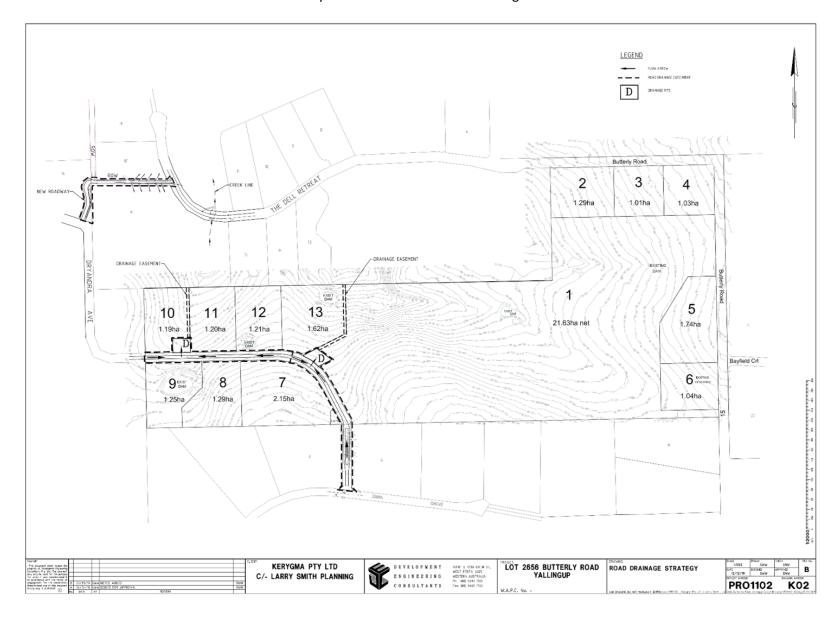






Dryandra Road Reserve and Drainage Plan

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No	NAME & ADDRESS	NATURE OF SUBMISSION	STAFF COMMENT	RECOMMENDATION
Age	ncy Submissions			
		No Objection. No known Aboriginal sites or heritage places. Lot 2656 is in the vicinity of critically endangered Western Ringtail possum habitat and should be protected. DBCA supports building exclusions and revegetation areas and provides the following comments. (i) The proposed dam expansion is within a Commonage Policy Area Structure Plan (CPACSP) and retained habitat corridor area and its construction will remove potentially good quality wetland vegetation and WRP habitat. (ii) Recommend revegetation to improve the northern portion of the wildlife corridor to link between the watercourse and the larger retained bushland area and	Noted Noted.	RECOMMENDATION That the submission be noted and modifications to the draft Structure Plan in relation to submission 2 (i) – 2 (iii) are being recommended (refer to Attachment F - Schedule of Modifications).
		plantings around the edges of the existing dam to provide a fully vegetated watercourse corridor. (iii) The battle-axe in the south eastern corner of proposed Balance Lot 1 would cut through the full width of the CPACSP habitat corridor vegetation, and potential WRP habitat. (iv) Recommend that on-site flora and fauna survey information be provided to assist DBCA assessment of potential impacts on	(iii) Modification to the Structure Plan includes removing the battle-axe access leg and including the vegetation in the proposed DEA. (iv) Noted	

Attachment E

Schedule of Submissions

Schedule of Submissions Proposed Structure Plan – Lot 2656 Butterly Road, YALLINGUP SUBMISSIONS CLOSE: 13 March 2019 OFFICER: Janine Eriksson

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		flora and fauna values to assist assessment of the structure plan. (v) DBCA recommends a qualified fauna spotter is present onsite where vegetation clearing works area unavoidable to ensure any WRP utilising the site is adequately protected from the impacts of the clearing. (vi) Recommends the revegetation area species planting list consists of local endemic species including Western Australian Peppermint (Agonis flexuosa) trees, which are potential habitat for threatened WRP.	 (v) Noted. Relevant to subsequent subdivision and development processes. (vi) Noted. Relevant to subsequent subdivision and development processes. 	
3	Department of Fire and Emergency Services (Rural Fire Division)		Noted. Recommended modifications (i) — (iii) to the BMP will be required prior to subdivision.	That the submission be noted.

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4	Department of Water and	(i)	The subject lots are located within both the	(i)	Noted.	That the submission be noted
	Environmental Regulation		'Cape to Cape North Surface Water Area' and			and modifications to the draft
	(Planning Advice, South		'Busselton-Capel Groundwater Area'			Structure Plan in relation to
	West Region)		proclaimed under the 'Rights in Water and			submission 4 (iv) are being
			Irrigation Act 1914' (RiWI).			recommended (refer to
		(ii)	The taking or diversion of surface water in this	(ii)	Noted.	Attachment F - Schedule of
			proclaimed area (whether by direct pumping,			Modifications).
			construction of a dam, or excavation) can be			
			subject to licensing. Any interference of the			
			watercourse (such as the construction of a			
			dam or crossing, or excavation of the			
			watercourse) will require a permit to interfere			
			with the bed or banks from DWER.			
		(iii)	Groundwater abstraction in this proclaimed	(iii)	Noted.	
		(***)	area is also subject to licensing, other than			
			supply from the shallow water table			
			(superficial aguifer) for domestic and non-			
			intensive stock watering purposes.			
		(iv)	Lot 2656 is located within the Gunyulgup sub			
			area and this resource is currently fully	(iv)	Noted. Modification to the Structure Plan	
			allocated under the allocation limits published		includes removing the 'proposed dam	
			in the 'Whicher Areas Surface Water		expansion' based on the advice that no	
			Allocation Plan, 2009'. This means that		additional water licence will be made available.	
			applications for new licenses to take surface		Modification to the Structure includes removing	
			water will generally be refused.		the notation of 'Rural Production' based on	
			Tracer Will Berlevally Serverasea.		limited water supplies impacting future	
					intensive agriculture use.	
		(v)	DWER confirms that a licence and/ permit has			
		(*)	not been granted under RiWI, to authorise the	/\	Noted.	
			construction of a dam or a licence to take			
			water for balance Lot 1. DWER could not			
			assess the proposed dam development due to			
			the lack of supporting information required to			
			make an informed decision.			
			make an informed decision.			

		 (vi) DWER recommends that: A condition of approval be that all waste water on the lots will be subject to the 'Government Sewerage Policy'. A condition of subdivision be the preparation and approval of a 'Stormwater Management Plan', prior to commencement of site works and implementation prior to clearance of approval condition. 		i) Noted. Relevant to subsequent subdivision and development processes.	
5	Department of Primary Industries and Regional Development PO Box 1231 Bunbury WA	 (i) THE DPIRD does not have any objection as this area has previously been identified as a rural residential use. (ii) Advise that there is 8 ha of land available for production on proposed balance Lot 1. With no water allocation it will be impossible to establish and operate a successful horticultural enterprise, and the only possible agricultural use will be for the grazing of cattle. 	(ii)	Noted. Noted. Recommended modification to the Structure Plan includes removing the notation of 'Rural Production' based on limited water supplies impacting future intensive agriculture use.	That the submission be noted and modifications to the Structure Plan in relation to submission 4 (iv) are being recommended (refer to Attachment F - Schedule of Modifications).

Attachment E

Pub	lic Submissions				
6	CROSS, Richard Lot 17 (71) The Dell Retreat YALLINGUP WA 6282	would like to retain existing accesspoints.	neigh	e note that the matters raised concern adjoining or bouring properties which are not in the subject cure plan area and proposal being considered.	That submission be noted but that matters raised are outside the subject structure plan area and proposal being considered.
7	PLOWMAN, Denae 32 Windlemere Drive DUNSBOROUGH WA	(i) Seeking clarification on areas to be revegetated and net benefit/loss.	(i)	Noted. The Structure Plan will not include areas for clearing. Minimal clearing will be required for the construction of road reserves. The 'Revegetation Area' to the west and the Development Exclusion Area (DEA) indicated on the structure plan will require revegetation which will be addressed at the subdivision stage. Recommended modification to the Structure Plan includes expanding the DEA to expand the vegetation corridor.	That the submission be noted and modifications to the draft Structure Plan in relation to submission 7 (i) and (iii) are being recommended (refer to Attachment F - Schedule of Modifications).
			(ii)	Noted	

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		 (ii) Revegetation can never replicate native vegetation and takes time for marri trees treplace the age of trees that will be removed. (iii) Should include a buffer to creek line when no development or vegetation clearing should occur. 	e (iii)	Noted. Recommended modification to the Structure Plan which extends the DEA will protect the creek link from development. A portion of the creek line was included under eth DEA advertised on the Structure Plan.	
8	GREGSON, Rowland 32 The Dell Retreat YALLINGUP, WA	 (i) No objection to proposal. (ii) Concern that expansion of a dam on Logo 2656 will impede water flow on adjaced properties and request that water flow not diverted. (iii) Wish to protect the creek and associated wildlife. 	t i	Noted Noted. Recommended modification to the Structure Plan includes removing the 'proposed dam expansion' based on the advice that no additional water licence will be madeavailable. The creek is proposed to be included in the 'Development Exclusion Area' which will require revegetation. Recommended modification to the Structure Plan includes expanding the DEA to include the dam and creek in the DEA.	That the submission be noted and modifications to the Structure Plan in relation to submission 8(ii) and (iii) are being recommended (refer to Attachment F - Schedule of Modifications).
9	KERR, Peter 10 Dupont Avenue CITY BEACH, WA 6015 (Land owner of 37 The Dell Retreat)	 (i) No overall objection to development (ii) Concerns/ regarding privacy for adjoining northern lots. (iii) Requests building envelopes (iv) Revegetation inside the norther boundaries for privacy screen. (v) Request to upgrade fence line as part of development. 	(i) (ii) (iii) (iii) (iv)	Noted Noted. The subject land is located in the Landscape Value Area (LVA) and the Scheme includes special controls requiring retention of vegetation, and consideration of siting, design and materials to be in keeping with the landscape character of the locality and therefore building envelopes are not considered necessary. Noted as (ii) above. Noted. Fencing is not controlled by subdivision. Generally fencing is permitted to be constructed in cleared area.	That the submission be noted and modifications to the draft Structure Plan in relation to submission 9 (vii) and (ix) are being recommended (refer to Attachment F - Schedule of Modifications).

Attachment E

Schedule of Submissions Proposed Structure Plan – Lot 2656 Butterly Road, YALLINGUP SUBMISSIONS CLOSE: 13 March 2019

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		 (vi) Query future development restrictions for the existing dam on proposed Lot 13. (vii) Object to propose Lot 1 dam enlargement to water flow being impeded. (viii) Will the City of Busselton offer driveway rubbish collection services to residences on The Dell Retreat? (ix) Query section 3.2.1 of Part 2 of the Structure Plan which references construction of a new cul-de-sac off Zamia Grove. This does not appear on the Structure Plan map. 	(vii)	Noted. The Structure Plan does not include any plans to expand the dam on lot 13. The current landowner advises that the dams are not proposed to be removed. Noted. Recommended modification to the Structure Plan includes removing the 'proposed dam expansion' based on the advice that no additional water allocation licence is available. Noted. The City of Busselton do not offer rubbish collection to rural residential properties in this location. Noted. The Structure Plan report included information from a previously considered proposal that didn't include the subject road link. It is recommended to be modified to be replaced with words similar to the following sentence "the only earthworks on the site will be those required for the construction of Dryandra Ave, including the link to Zamia Grove, which are expected to be	
10	ADIAR, Robyn 59 Zamia Grove YALLINGUP WA	(i) No objection to the proposal as understand background. However note my preference to maintain these areas for agricultural purposes. View that too much prime agricultural land is undervalued and being sub-divided into small uneconomic (for agricultural production) lots. (ii) I understand that if the DSP is approved that there can be no further subdivisions of land covered by the DSP for another 50 years. Please confirm that 'Development Exclusion Area' will also remain in effect for 50 years. (iii) I am sure that like our neighbours on Zamia Grove we purchased our property because of its	(i) (ii)	Moted. The Structure Plan will be valid for 10 years from endorsement (as per the Regulations 2015), by which time subdivision and development would be expected to be carried out. Noted. The subject land is zoned for rural residential development and future development	That the submission be noted.

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Schedule of Submissions Proposed Structure Plan – Lot 2656 Butterly Road, YALLINGUP SUBMISSIONS CLOSE: 13 March 2019 **OFFICER: Janine Eriksson**

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		location, tranquillity and ambience, on the basis that there were no plans in place to sub-divide and develop the adjoining agricultural land (now the DSP)		is to be guided by preparation of a Structure Plan as currently considered.	
		(iv) Consider that more people movements in such rural locations increases the risk of fire. Short term 'holidayers' don't have the same awareness of the causes and consequences of fire permanent residents and farmers have.	(iv)	Noted. The Bushfire Management Plan satisfies DFES and the Bushfire requirements. Construction of two external access roads into the proposed subdivision are considered to significantly improve local road network integration and access for bushfire and emergency safety, management and response.	
11	HASLAM,Ben 35 Zamia Grove YALLINGUP, 6282	(i) Concern regarding the Dryandra Avenue link (Zamia Grove extension) abuts the western boundary of our property include safety, noise, increase of traffic and environmental impacts and risks of proposed link. Please address safety, speed and noise issues.	(i)	Noted. The road reserve to connect to the Dryandra Avenue is an existing road reserve that will be constructed as part of the subdivision to allow access into the structure plan area. Vehicles will not be trespass over private your land when using constructed Dryandra Avenue.	That the submission be noted.
		(ii) Consider that especially considering that he adjoining Lot 115 provides adequate alternative road links to the Lot 2656 development from Wildwood Road with secondary exit routes from The Dell Retreat.	(ii)	Noted. It is considered that the southern access is necessary to ensure two access points to the future subdivision. Overall, the constructed access points are considered to provide demonstrated community benefit through improved road networks and opportunity for improved emergency bushfire access and management.	
		(iii) There are a number of large mature trees at the proposed intersection. Object to the removal of any additional native flora, particularly the mature trees adjacent to proposed intersection in order to manage this visibility. Please advise how trees will be protected.	(iii)	Noted. Some clearing of trees will be required to construct the gazetted and proposed road pavements. WAPC has a standard condition for the "identification and protection of vegetation that will not be impacted by subdivisional works". This condition would normally allow the City's environment officers the	

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		(iv) Concerned that dieback will be introduced area through construction of the road.	(iv)	opportunity to go onto site with the project manager/contractor to see if there are any opportunities to save/protect any vegetation worthy of retention ahead of subdivision and development works. Noted. Should dieback be considered an issue, the WAPC may condition the subdivision and the contractor would then be required to submit a management plan for review, approval and	
12	MAGILL, Renae	(v) Requests confirmation regarding whether the fire service access route North of Zamia Grove will need to be maintained. (i) Concern that the level of density in the	(v)	implementation. All existing fire service routes will continue to be managed. Noted. The proposed lot density is consistent	That the submission be noted
12	55 The Dell Retreat YALLINGUP WA	precinct which detracts from the rural landscape and amenity of the rural residential area (results in significant density increase when combined with the existing lots Butterly, The Dell Court, Zamia and the proposed 115 structure plan area.)	(1)	with the CPACSP providing an average density of 3ha. The minimum 1 ha individual lot sizes are supported by CPACSP where the proposed subdivision design is considered to provide additional demonstrable community/environment benefit. The subject Structure Plan is considered to provide this as it improves the connectivity of the local road network and delivery of safer bushfire evacuation and emergency services access ways; and it supports retention and enhancement of natural and rural landscapes on the balance Lot 1. See response x below.	and modifications to the draft Structure Plan in relation to submission 12(vi) and (vii) are being recommended (refer to Attachment F - Schedule of Modifications).
		 (ii) The proposed minimum and average rural residential lot sizes are less than the Commonage Area Consolidated Structure Plan (CSP) (and Local Planning Scheme) 	(ii)	Noted. As (i)	

Attachment E

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policy, Please explain how "the adoption of a minimum 1ha lot is considered essential to maintaining and enhancing the landscape amenity of the site" and how the proposal addresses "significant landscape gains" (iii) View that lots 7 to 13 should be a maximum of 4 lots consistent with the preliminary subdivision concept plan prepared in 2014 when the block was advertised for sale. (iv) Concern regarding increased bush fire risk which is of greater concern than road exits. (v) The fencing along the northern boundary should be replaced by the developer. (vi) Concern regarding the impact of the future run-off into the natural creek. Dams are teaming with wildlife, in particular birds, and the proposed dam expansion in relation to the future run-off into the natural creek. Dams are teaming with wildlife, in particular birds, and the proposed density is a concern in this regard.			
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considered to improve local road networks and access for bushfire management and emergency response purposes. (v) The fencing along the northern boundary should be replaced by the developer. (vi) Concern regarding the impact of the proposed dam expansion in relation to the future run-off into the natural creek. Dams are teaming with wildlife, in particular birds, and the proposed density is a concern in this regard. (vi) Noted. Recommended modification to the Structure Plan includes removing the 'proposed dam expansion' based on the advice that no additional water licence will be made available. Also the creek is proposed to be included in the 'Development Exclusion Area' which will require revegetation. Recommended modification to the Structure Plan also includes expanding the DEA to	which is of greater concern than road exits.	DFES requirements. Construction of two external	
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(vi) Concern regarding the impact of the proposed dam expansion in relation to the future run-off into the natural creek. Dams are teaming with wildlife, in particular birds, and the proposed density is a concern in this regard. (vi) Noted. Recommended modification to the Structure Plan includes removing the 'proposed dam expansion' based on the advice that no additional water licence will be made available. Also the creek is proposed to be included in the 'Development Exclusion Area' which will require revegetation. Recommended modification to the Structure Plan also includes expanding the DEA to	should be replaced by the developer.	Generally, fencing is permitted to be constructed	
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concern in this regard. 'Development Exclusion Area' which will require revegetation. Recommended modification to the Structure Plan also includes expanding the DEA to	are teaming with wildlife, in particular	additional water licence will be made available.	
revegetation. Recommended modification to the Structure Plan also includes expanding the DEA to	birds, and the proposed density is a	Also the creek is proposed to be included in the	
Structure Plan also includes expanding the DEA to	concern in this regard.	'Development Exclusion Area' which will require	
, , ,		revegetation. Recommended modification to the	
include the dam and creek in the DEA.		Structure Plan also includes expanding the DEA to	
		include the dam and creek in the DEA.	

Attachment E Schedule of Submissions

		(vii) Please consider our submission seriously and enforce the objectives and policies of the Commonage Structure Plan / Local Planning Scheme. (vii) The CPACSP, Scheme, and other relevant strategic planning policies all support limited flexibility of development and subdivision design provided that community benefit is demonstrated. The Structure Plan is considered to address the recommendations of the CPACSP through improved environmental and landscape outcomes and overall demonstrable community benefit by providing improved local road network connections.
13	ISBISTER, Anne 19 Zamia Grove YALLINGUP WA	(i) Object to the reduction of lot sizes to 1ha and request that they remain a minimum of 2ha as per planning policy. (i) The proposed lot density is consistent with the demonstrable providing an average density of 3ha. The minimum 1 ha individual lot sizes may be considered under the process of the CPACSP where the proposed design is considered to provide demonstrable community/environmental benefit. This proposal is considered to provide such demonstrable community benefit by improving the connectivity of the local road network and delivering of safer bushfire evacuation and emergency services access; and by supporting retention and enhancement of natural and rural landscapes on balance Lot 1.
		(ii) Purchased a property in an area with a planning requirement of 2ha and consider that this minimum should be enforced. Concern that the proposal will impact rural vista, rural landscape value and wildlife. Grounds that it is acceptable because such a reduction was approved for Lot 115 is

		flimsy at best and is not in keeping with lot sizes in the adjacent Zamia Grove. (iii) Increasing the lot sizes will achieve the developers stated objectives to "facilitate the retention of the central ridgeline vegetation, the provision of a rural mosaic and improved landscape outcomes". These outcomes would in fact be further enhanced by increasing the lot size. (iv) Request building envelopes be minimum	(iii) The subject land is located in the Landscape Value Area (LVA) and the Scheme includes special controls requiring retention of vegetation, and consideration of siting, design and materials to be in keeping with the landscape character of the locality and therefore building envelopes are not considered necessary. (iv) As (iii) above
		distance of 80m of our rear boundary. (v) Request that the existing dam (shown on Lot 9 on plan) remain (vi) In respect to the construction of Dryandra Venue we ask that Council consider	 (v) There are no proposals to remove any of the existing dams. Future development of each lot will depend on the intentions of the landowners at the time and subsequent development applications/approvals. (vi) Noted. Some clearing of trees will be required to construct the gazetted public road within
		planting of street trees, use of oxidised asphalt to reduce visual impact; road pavement to preserve existing trees as there is ample cleared land in which to construct the road. Concern that a number of substantial and old trees have been deleted from the map.	the road reserve. WAPC has a standard conditions for the "identification and protection of vegetation that will not be impacted by subdivisional works". This condition would normally allow the City's environmental officers the opportunity to go onto site with the project manager/contractor to assess if there are any opportunities to save/protect any vegetation worthy of retention prior to subdivision and development works.
14	SINCLAIR-THOMPSON,	Observed a noticeable drying out of the land due to	Noted. Submission is noted.
	Helena	increased residential development and especially	

90 Butterly Road	with the increased number of dams in the Wildwood
YALLINGUP WA	Valley between Commonage and Caves Roads.

Schedule of Modifications: Draft Structure Plan – Lot 2656 Butterly Road, Yallingup

No.	MODIFICATION	REASON
1.	Removal of 'Proposed Dam Expansion' notation from the Structure Plan	The subject land is located within the Gunyulgup sub-area water catchment for which extraction licences have already been fully allocated and, therefore, no additional water is available to support the proposed dam expansion. The proposed dam expansion is also located within a vegetation/habitat corridor recognised by the CPACSP and potentially good quality wetland vegetation and Western Ringtail Possum (WRP) habitat, which must be protected.
2.	Removal of the 'Rural Production' notation from the Structure Plan	'Rural Production' relates primarily to consideration of 'Agricultural-Intensive' use in rural residential zones. The subject land has no available water allocation to support the operation of intensive agriculture and, therefore, a 'Rural Production' notation suggesting such a land use is not appropriate.
3.	Removal of the battle-axe access on the south-east boundary of Balance Lot 1 and its inclusion instead into proposed Lot 6	The proposed battle- axe access leg cuts through thewidth of a vegetation/habitat corridor which is recommended to be protected in the 'Development Exclusion Area' (DEA). Access to the proposed balance lot is provided to the north, adjacent to the existing dam, and also via the proposed internal road link to the west (being the Zamia Avenue extension).
4.	Extend the 'Development Exclusion Area' toward the south-east boundary to include the full extent of the vegetation/habitat corridor	The land forms part of a vegetation/habitat corridor recognised in the CPACSP, which contains good quality wetland vegetation and Western Ringtail Possum (WRP) habitat. It is recommended that this area is protected and enhanced as part of the vegetation and habitat corridor depicted in the CPACSP to improve environmental benefit and outcomes. The DEA is the appropriate mechanism to trigger a subdivision condition to require protection and re-vegetation of the environment and habitat corridor.
5.	Extend the 'Development Exclusion Area' north along the creek line extending the central woodland to include the dam and associated vegetation.	The land forms part of a vegetation/habitat corridor recognised by the CPACSP, with good quality remnant wetland vegetation and Western Ringtail Possum (WRP) habitat. It is recommended that this area is protected as part of the vegetation/habitat corridor indicated on the CPACSP which will improve environmental benefits and outcomes. The DEA is the appropriate mechanism to trigger a subdivision condition to require protection and re-vegetation of the environment habitat corridor.
6.	Remove those recommended Structure Plan conditions previously shown and advertised as 'Attachment E'	The conditions to be removed are typically addressed through the deemed provisions of the Regulations, relevant clauses of the Scheme, or otherwise standard conditions of subdivision approval by the WAPC. Applying them as conditions on the Structure Plan will unnecessarily duplicate that process.
7.	Update the Structure Plan report to reflect recommended modifications and minor changes as per the Schedule of Submissions	Update the report and technical appendices to reflect the recommended changes to the Structure Plan where relevant.

205 Schedule of Modifications

13.2 Attachment F

Schedule of Modifications: Draft Structure Plan – Lot 2656 Butterly Road, Yallingup

8. Add condition to Structure Plan map requiring construction of public road, viz:

'As a condition of any subdivision approval, a 6-metre wide, sealed public road shall be constructed at the developer's cost in conjunction with the subdivision and development of Lot 2656 within the current Public Access Way to the west of Dell Retreat and where it extends into adjoining Lot 115, such that this 6-metre wide sealed public road shall then link Dell Retreat to the internal subdivision roads constructed in Lot 115.'

The construction of this public road link will enable improved local road network integration and thereby better bushfire and emergency access to the local community. Furthermore, such integration to the local road network will demonstrate the additional community benefit of bringing a significant number of lots in the subject locality into minimum compliance with the objectives and requirements of SPP3.7 and Guidelines: 'Planning in Bushfire Prone Areas'.

STRUCTURE PLAN: LOT 2656 BUTTERLY ROAD, YALLINGUP

STRUCTURE PLAN CONDITIONS

- Subdivision and development shall be generally in accordance with the approved Structure Plan.
- 2. No further subdivision of lots identified on the approved Structure Plan shall be allowed.
- As a condition of subdivision, a 6 metre wide sealed rural road shall be constructed as part
 of the subdivision of Lot 2656 within the Public Access Way within Lot 115 Wildwood Road
 and the existing Public Access Way on the west side of Dell Retreat to link Dell Retreat to the
 internal subdivisional roads of Lot 115.
- 4. As a condition of subdivision, a Stormwater & Urban Water Management Plan shall be prepared and approved by the City of Busselton prior to the commencement of subdivisional works. The Plan shall be prepared by the landowner / developer in consultation with the Department of Water.
- As a condition of subdivision, a Western Grey Kangaroo Management Plan shall be prepared and implemented to the satisfaction of the Department of Biodiversity, Conservation and Attractions, prior to the clearance of the first stage of su8bdivision.
- As a condition of subdivision, a Revegetation Plan shall be prepared and approved by the City of Busselton and implemented for the Development Exclusion Areas.
- No fencing or clearing of remnant endemic vegetation may take place in a Development Exclusion Area without Planning Approval except to construct and maintain an approved accessway or the management of fire risk.

14. <u>ENGINEERING AND WORK SERVICES REPORT</u>

Nil

15. COMMUNITY AND COMMERCIAL SERVICES REPORT

Nil

16. FINANCE AND CORPORATE SERVICES REPORT

16.1 COUNCILLOR CARTER - REMOTE ATTENDANCE

SUBJECT INDEX: Councillor

STRATEGIC OBJECTIVE: Governance systems, process and practices are responsible, ethical

and transparent.

BUSINESS UNIT: Corporate Services **ACTIVITY UNIT:** Governance Services

REPORTING OFFICER: Manager Governance and Corporate Services - Sarah Pierson

AUTHORISING OFFICER: Director Finance and Corporate Services - Tony Nottle

VOTING REQUIREMENT: Absolute Majority

ATTACHMENTS: Nil

PRÉCIS

The purpose of this report is to recommend to Council that they consider the continuation of an arrangement allowing Councillor (Cr) Paul Carter to attend specified meetings of the Finance Committee by telephone (or other means of instantaneous communication) as per Regulation 14A of the Local Government (Administration) Regulations 1996 (the Regulations).

BACKGROUND

In January 2019 Council resolved to approve an arrangement for Cr Carter to attend by telephone etc at the Finance Committee Meetings held on 21 February 2019, 21 March 2019, 18 April 2019, and 16 May 2019 and, in association with that approval, that a conference / meeting room or Cr Carters private accommodation lodgings at Yandi Accommodation Village be considered a suitable place in accordance with regulation 14A of the *Local Government (Administration) Regulations 1996 (the Regulations)*.

Cr Carter is now required to work at an additional mine site and has requested that the Mulla Mulla Accommodation Village at Mining Area C also be considered a suitable site in accordance with regulation 14A, and that approval be provided by Council for him to attend by telephone etc at the Finance Committee Meetings held on 20 June 2019, 25 July 2019, 15 August 2019, 19 September 2019 and 17 October 2019. The local government elections are to be held on Saturday the 19 October 2019 and hence no approvals are sought beyond this date.

STATUTORY ENVIRONMENT

In accordance with Regulation 14A - Attendance by telephone etc - of the Regulations, sub-regulation (1), it is the role of the Council to determine that a person who is not physically present at a meeting of a council or committee is to be taken to be present at the meeting if the person is:

- (a) simultaneously in audio contact, by telephone or other means of instantaneous communication, with each other person present at the meeting; and
- (b) in a suitable place, and
- (c) the council has approved of the arrangement (by absolute majority).

A council cannot give approval under sub-regulation (1)(c) if to do so would mean that at more than half of the meetings of the council, or committee, as the case may be, in that financial year, a person (other than a person with a disability) who was not physically present was taken to be present in accordance with Regulation 14A. The implications of this are discussed further in the officer comment section of this report.

A suitable place as per sub-regulation (4) (b) means a place that the council has approved (again by absolute majority) as a suitable place for the purpose of the regulation and must be located -

- i. in a townsite or other residential area; and
- ii. 150 km or further from the place at which the meeting is to be held ... measured along the shortest road route ordinarily used for travelling;

where townsite has the same meaning given to that term in the *Land Administration Act 1997* section 3(1). That is, a townsite constituted by the Minister for Lands.

Neither the Yandi Accommodation Village (YAV), nor the Mulla Mulla Accommodation Village (MAV) are located in a townsite. Independent legal advice has previously confirmed however that there are strong grounds to conclude that YAV would meet the 'other residential area' requirements of the regulation. As such, Council has previously determined YAV to be a 'suitable place'. The MAV has very similar attributes to the YAV.

RELEVANT PLANS AND POLICIES

There are no plans or policies relevant to this matter.

FINANCIAL IMPLICATIONS

There are no financial implications associated with the officer recommendation

LONG-TERM FINANCIAL PLAN IMPLICATIONS

There are no long term financial plan implications associated with the officer recommendation.

STRATEGIC COMMUNITY OBJECTIVES

The matter primarily links to Key Goal Area 6 – Leadership of the City's Strategic Community Plan 2017 and specifically Community Objective 6.3 – 'Governance systems, process and practices are responsible, ethical and transparent'.

RISK ASSESSMENT

Given the absence of a legislative definition for 'other residential area', there is a risk that a different, interpretation could be taken as to whether the YAV and MAV meet the requirements of the Regulation. Noting the legal advice previously received, this risk is considered to be low.

CONSULTATION

No external consultation is required or considered relevant for this matter.

OFFICER COMMENT

Cr Carter is currently working an 8 days on 6 days off roster which requires his remote attendance for the Finance Committee meetings held on 20 June 2019, 25 July 2019, 15 August 2019, 19 September 2019 and 17 October 2019.

A council cannot give approval under sub-regulation (1)(c) if to do so would mean that at more than half of the meetings of the council, or committee, as the case may be, in that financial year, a person (other than a person with a disability) who was not physically present was taken to be present in accordance with Regulation 14A.

There will be 11 Finance Committee meetings held in the 2018/19 financial year, meaning Cr Carter can attend a maximum of 5 meetings by remote attendance. Cr Carter has so far attended 4 meetings by remote attendance, therefore council can choose to approve remote attendance for the meeting on 20 June 2019.

With respect to determining a suitable place, it is proposed that Cr Carter use a conference / meeting room within YAV or the MAV where available or, where not available, his private accommodation lodgings at either accommodation village.

Officers consider the following to be relevant considerations for Council in determining a suitable place and generally feel that the proposed locations provide for these (noting YAV has previously been resolved as a 'suitable place'):

- A place where instantaneous communication can be easily maintained;
- A place reasonably free of noise, distractions or interruptions;
- A place where, as required, confidentiality can be maintained (noting that the majority of the time Council meetings are open to the public); and
- A place where City provided equipment can be safely used without potential of damage.

In addition to the considerations outlined above, Councillors should also consider issues such as impacts on the effectiveness and transparency of the decision making process and public perception. Officers make no comments or recommendations in this regard other than to note them as factors for consideration.

CONCLUSION

Cr Carter is currently working an 8 days on 6 days off roster which requires his remote attendance for the Finance Committee meetings until the local government elections to be held on 19 October 2019. In accordance with the Regulations, officers recommend that Council re-approve a conference / meeting room or Cr Carters private accommodation lodgings at YAV and additionally approve a conference / meeting room or Cr Carters private accommodation lodgings at MAV as a suitable place and approve Cr Carter's remote attendance for the Finance Committee meetings specified.

OPTIONS

Council could decide to determine the proposed location/s as not being a suitable place and / or could decide not to approve the arrangement.

The Council could determine it more practical to change the dates of the Finance Committee meetings proposed for the remainder of 2019.

TIMELINE FOR IMPLEMENTATION OF OFFICER RECOMMENDATION

The officer recommendation will be effective immediately upon adoption.

OFFICER RECOMMENDATION

That the Council resolves:

- 1. the following to be a suitable place in accordance with regulation 14A of the *Local Government (Administration) Regulations 1996:*
 - a conference / meeting room or Cr Carters private accommodation lodgings at Yandi Accommodation Village

- a conference / meeting room or Cr Carters private accommodation lodgings at the Mulla Mulla Accommodation Village at Mining Area C
- 2. to approve the arrangement outlined in this report for Councillor Paul Carter to attend by telephone etc the Finance Committee Meetings held on 20 June 2019, 25 July 2019, 15 August 2019, 19 September 2019 and 17 October 2019.

17. CHIEF EXECUTIVE OFFICERS REPORT

17.1 COUNCILLORS' INFORMATION BULLETIN

SUBJECT INDEX: Councillors' Information Bulletin

STRATEGIC OBJECTIVE: Governance systems, process and practices are responsible, ethical

and transparent.

BUSINESS UNIT: Governance Services **ACTIVITY UNIT:** Governance Services

REPORTING OFFICER: Governance Coordinator - Emma Heys

AUTHORISING OFFICER: Director Finance and Corporate Services - Tony Nottle

VOTING REQUIREMENT: Simple Majority

ATTACHMENTS: Attachment A State Administrative Tribunal Reviews 1

PRÉCIS

This report provides an overview of a range of information that is considered appropriate to be formally presented to the Council for its receipt and noting. The information is provided in order to ensure that each Councillor, and the Council, is being kept fully informed, while also acknowledging that these are matters that will also be of interest to the community.

Any matter that is raised in this report as a result of incoming correspondence is to be dealt with as normal business correspondence, but is presented in this bulletin for the information of the Council and the community.

INFORMATION BULLETIN

17.1.1 State Administrative Tribunal Reviews

Attachment A is a list showing the current status of State Administrative Tribunal Reviews involving the City of Busselton.

OFFICER RECOMMENDATION

That the items from the Councillors' Information Bulletin be noted:

• 17.1.1 State Administrative Tribunal Reviews

213 State Administrative Tribunal Reviews

As at 18 April 2019

Attachment A

APPLICATION (Name, No. and City File Reference)	PROPERTY	DATE COMMENCED	DECISION BEING REVIEWED	RESPONSIBLE OFFICER	STAGE COMPLETED	NEXT ACTION AND DATE OF ACTION AS PER SAT ORDERS	DATE COMPLETED / CLOSED
CITY OF BUSSELT	ON						
Baesjou & Anor v City of Busselton	Lots 500 and 501 Plantation Road, Ludlow	April 2019	Review of Council refusal of development application for Club Premises (Clay Target Shooting)	Paul Needham	Directions hearing on 26 April 2019	Directions hearing on 26 April 2019	
Westcrest Pty Ltd v City of Busselton	50 Treemartin Road, Carbunup River	April 2019	Review of a S.214(2) Notice to stop using the site for a Reception Centre	Lee Reddell	Directions hearing on 5 April 2019 against the decision of the City to issue a S.214 Notice to stop the using the property for a Reception Centre without development approval; A stay was issued until the 28 April 2019 and the matter adjourned to a further directions hearing on 3 May 2019.	Directions hearing on 3 May 2019	
JOINT DEVELOPN	IENT ASSESSMENT	PANEL					
Realview Holdings v Presiding Member of the SJDAP	86 West Street, Busselton	February 2019	Review of JDAP refusal of development application for Markets	State Solicitors Office / Lee Reddell	Directions hearing on the 8 March 2019 against the decision of the Southern Joint Development Assessment Panel to refuse the application. Mediation on 3 April 2019. Further mediation listed for 28 May 2019.	Mediation on 28 May 2019	
WESTERN AUSTR	ALIAN PLANNING	COMMISSION				1	
Harmanis v Western Australian Planning Commission	Lot 2 Woodlands Road		Review of WAPC refusal of subdivision application for 3 lots.	State Solicitors Office / Joanna Wilson	Hearings scheduled on 22 – 27 March 2019 against the decision of the WAPC to refuse the application – awaiting outcome	Hearings on 22-27 March, 2019 – Awaiting Outcome	

18. MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil

- 19. **URGENT BUSINESS**
- 20. CONFIDENTIAL MATTERS

Nil

21. <u>CLOSURE</u>