



*'The Council and Staff of the Shire of Boddington, in partnership with the community,
are committed to operating effectively and efficiently to provide quality lifestyle
opportunities
that encourage population growth and development'*

AGENDA

For The
Ordinary Meeting of Council
To Be Held At

Thursday 19 November 2020

At 5:00pm

Council Chambers
39 Bannister Rd, Boddington

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1. DECLARATION OF OPENING:

I acknowledge that this meeting is being held on the traditional lands of the Noongar people.

2. ATTENDANCE/APOLOGIES/LEAVE OF ABSENCE:

2.1.1	Attendance
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2.1.2	Apologies
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Nil at this time.

2.1.3	Leave of Absence
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Nil at this time.

3. DISCLOSURE OF FINANCIAL INTEREST:

Nil at this time.

4. PUBLIC QUESTION TIME:

4.1 RESPONSE TO PREVIOUS QUESTIONS TAKEN ON NOTICE:

Nil at this time.

4.2 WRITTEN QUESTIONS PROVIDED IN ADVANCE:

4.3 PUBLIC QUESTIONS FROM THE GALLERY:

Nil at this time.

5. PETITIONS/DEPUTATIONS/PRESENTATIONS/SUBMISSIONS:

Nil at this time.

6. CONFIRMATION OF MINUTES:

6.1.1 Ordinary Meeting of Council held on Thursday 15 October 2020
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That the minutes of the Ordinary Meeting of Council held on Thursday 15 October 2020 be confirmed as a true record of proceedings

7. ANNOUNCEMENTS BY PRESIDING MEMBER WITHOUT DISCUSSION:

Nil at this time.

8. REPORTS OF OFFICERS AND COMMITTEES:

8.1 PLANNING CONSULTANT:

8.1.1	Local Planning Policy No. 11 – Landscaping and Revegetation: submitted for final adoption
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File Ref. No:	LNUP019
Disclosure of Interest:	Nil
Date:	26 October 2020
Author:	Steve Thompson
Attachments:	8.1.1A Local Planning Policy No. 11 – Landscaping and Revegetation – version seeking final adoption

Summary

To seek Council final adoption of a planning policy relating to landscaping and revegetation.

Background

The purpose of this report is to inform Council of the public consultation outcomes and to seek Council's final adoption to *Local Planning Policy No. 11 – Landscaping and Revegetation*. The recommended adopted version of the policy is set out in Attachment 8.1.1A which incorporates minor amendments from the version that was publicly advertised. Recommended amendments are outlined in 'highlight' or 'strikeout'.

The Council at its meeting on 16 July 2020 resolved the following at Resolution 65/20:

'That Council:

1. Support the public release of draft Local Planning Policy 11 – Landscaping and Revegetation, outlined in Attachment 8.1.2A, and require the draft policy to be publicly advertised in accordance with the requirements set out in the Planning and Development (Local Planning Schemes) Regulations 2015 with an increased advertising period of six weeks.
2. Will reconsider draft Local Planning Policy 11 – Landscaping and Revegetation following the close of the public submission period and will determine whether or not to adopt the policy with or without modifications, or to not proceed with the policy.'

In accordance with the Council resolution, the Shire administration consulted extensively for a 6 week period through:

- Writing to and inviting comments from relevant stakeholders including builders, landscape/garden contractors, real estate agents, business groups and government agencies;
- Placing public notices in local papers on multiple occasions;
- Placing details on the Shire website;
- Having information available at the Shire office; and
- Adding details of the draft policy on the Shire's Facebook page.

The Shire received no submissions on the draft policy.

The Council does not have a planning policy relating to landscaping and revegetation. Reasons for needing a Landscaping and Revegetation Policy include:

- There is no Council standard as to what information is required in a landscape plan or a revegetation plan or what constitutes an appropriate on-the-ground outcome;
- Requiring the preparation and implementation of landscape plans is a standard condition for various development approvals;
- It is consistent with the Council's *Strategic Community Plan 2017 - 2027* including the objective of 'A healthy, clean, green and sustainable environment' and supporting 'Attractive parks, gardens and streetscapes'; and
- Draft *Shire of Boddington Local Planning Scheme No. 3* includes clauses which give reference to the local government giving due regard to the Policy.

The Policy:

- Refers to and supports *Council Policy 10.2 Street Trees*;
- Does not list all preferred and non-preferred species. Depending on the development site context (e.g. unit development site compared to a large rural property), the policy provides direction regarding support for local native species, waterwise exotics and fire-retardant species but does not support declared weeds;
- Sets out the need to appropriately maintain the landscaping and/or revegetation; and
- Could be complemented by a community/landowner information sheet, separate to the Policy, that more extensively lists preferred and non-preferred species.

Most of the policy relates to landscaping and revegetation on freehold land and not on verges.

Other than in the *Boddington Town Centre Design Guidelines*, it is understood the Council has not endorsed a list of district endemic species or preferred non-native/exotic species (ideally that have fire suppression qualities).

Comment

It is suggested that the Council is now in a position to finally adopt *Local Planning Policy No. 11 – Landscaping and Revegetation* as set out in Attachment 8.1.1A. This is slightly amended from the advertised draft version based on a review by the Shire administration. Considering the extensive consultation that occurred on the draft policy, it can only be assumed that there is no objection to the policy.

Strategic Implications

The policy, if adopted, will assist:

- The decision-making of the Council and the Shire administration;
- To inform applicants/landowners of Council requirements; and
- To raise community and stakeholder awareness.

Statutory Environment

Planning and Development Act 2005, Planning and Development (Local Planning Schemes) Regulations 2015, Shire of Boddington Local Planning Scheme No. 2, and Draft Shire of Boddington Local Planning Scheme No. 3.

Policy Implications

Local planning policies are non-statutory documents which provide guidance to assist the local government in its decision making. Accordingly, the local government is not bound by the policy but is required to have regard to the policy in determining Development Applications. Finalisation of the policy will increase certainty for everyone with an interest in the matter and should assist in more consistent decision making.

Financial Implications

The Shire met the cost of advertising the draft policy.

Economic Implications

There is a cost in providing and maintaining landscaping and revegetation.

Social Implications

Landscaping and revegetation, if effectively maintained, enhances the amenity of areas.

Environmental Considerations

The policy promotes retention and use of local native vegetation.

Consultation

The draft policy was recently subject to community and stakeholder consultation.

Options

The Council can:

1. Finally adopt the planning policy without modifications;
2. Finally adopt the planning policy with modifications;
3. Defer consideration of the matter and require additional information; or
4. Not agree to adopt the planning policy.

Voting Requirements - Simple Majority

OFFICER'S RECOMMENDATION – ITEM 8.1.1A
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That Council, in accordance with Schedule 2, Part 2 and clause 4 of the *Planning and Development (Local Planning Schemes) Regulation 2015*, to proceed with the policy with modification and to grant final adoption of *Local Planning Policy No. 11 – Landscaping and Revegetation* as set out in Attachment 8.1.1A.

ATTACHMENT 8.1.1A

~~DRAFT (JULY 2020)~~

SHIRE OF BODDINGTON LOCAL PLANNING POLICY No. 11 – LANDSCAPING AND REVEGETATION

1. Policy Statement

This Policy promotes landscaping, planting and revegetation that is consistent and compatible with Boddington's climate and natural environment. It aims to ensure that new development suitably addresses its setting and contributes to the area's amenity. This Policy endorses the use of local native and non-invasive introduced plant species.

2. Background and Issues

The aim of landscaping, in the context of this Policy, is to address the landscape requirements and needs associated with relevant development and subdivision applications.

This Policy does not apply to the development of public open space. Further details on street trees are set out in *Council Policy 10.2 Street Trees*.

The purpose of this Policy is to establish a minimum acceptable standard of landscaping and to ensure appropriate ongoing maintenance is sustained.

Landscaping can both assist in the survival of a building and be a determining factor in its destruction. Landscaping can protect buildings by forming a barrier or deflector for wind-borne debris and radiant heat. It can also bring the fire directly to the building. Therefore, care needs to be exercised when selecting and locating landscaping.

All plants will burn under certain conditions and plants do not attain a 'fire resistance level' that meets requirements of the *Building Code of Australia*. Placing plants too close to a building, under timber decks or next to windows, will provide a direct threat to the building. Having a clearance around the building will achieve the desired effect of creating a break between the vegetation and the building as part of an Asset Protection Zone.

3. Definitions

For the purposes of this Policy, all terms and references shall have the same meaning as given by the provisions of the *Shire of Boddington Local Planning Scheme No. 2 (LPS2)* and in the *Planning and Development (Local Planning Schemes) Regulations 2015* (the Regulations).

In this Policy:

'Development' can also mean 'subdivision'.

'Landscape Plan' can mean a 'Revegetation Plan'.

'Landscaping' means 'An open area designed, developed and maintained with trees, shrubs, other plants, grasses and similar to the satisfaction of the local government.'

ATTACHMENT 8.1.1A

4. Objectives

The objectives of this Policy are to:

- Retain or enhance the visual amenity of neighbourhoods and localities;
- Encourage development that incorporates landscaping that addresses its context with the use of interesting and resilient plant selection and design ideas;
- Provide the local government with a clear set of guidelines to apply standards for landscaping of residential, commercial, industrial, tourism and other developments, along with associated landscaping for relevant subdivisions;
- Provide further interpretation of the *Residential Design Codes* (R Codes) and LPS2 in the assessment of applications;
- Provide increased certainty for applicants, the community and others; and
- Assist in providing greater consistency in decision making by the local government.

5. Application of the Policy

This Policy applies throughout the municipality (the district).

This Policy does not apply to 'low key' and 'low impact' developments as determined by the local government.

6. Links to Local Planning Scheme and Other Documents

This is a local planning policy prepared under the Regulations and LPS2.

This Policy relates to various requirements set out in LPS2, in the R Codes and in other documents. Where there is an inconsistency between this Policy and LPS2, then LPS2 prevails to the extent of such inconsistency. Where there is an inconsistency between this Policy and the R Codes, then the R Codes prevails to the extent of such inconsistency.

7. Policy Provisions

7.1 General

Other than for 'low key' and 'low impact' development, as determined by the local government, a landscape plan should accompany relevant Development Applications for residential, commercial, industrial, tourism and other development.

Alternatively, the local government may require the applicant to prepare and implement a landscape plan to the satisfaction of the local government as part of the development approval process. This work may be subject to a development bond to ensure satisfactory installation and establishment of landscaping prior to occupation of the building and/or development.

The local government supports native vegetation which is endemic to the district along with non-invasive exotic plant species which have suitable fire-suppression qualities.

LPS2 sets the minimum landscaping requirements for different zones. This includes a minimum 10% of the site area in the Commercial zone and in the Industrial zone.

ATTACHMENT 8.1.1A

The local government seeks a high standard of landscaping to positively contribute to the locality.

For properties within designated bushfire prone areas, the local government encourages landscaping that is appropriately located, selected and maintained.

In the town centre, the local government will also have regard to landscape components of *Local Planning Policy 2 Boddington Town Centre Guidelines*.

7.2 Landscaping Requirements

For new development proposals involving:

- Single house - the Policy will generally not apply, unless LPS2 or a separate adopted Local Planning Policy require landscaping;
- Residential development comprising more than one single house on the land - the provisions of the R-Codes will be applied;
- Town centre – if extensive parking areas are proposed, then landscaping to achieve suitable screening and shade will be required in the parking areas;
- Commercial and industrial development – landscaping will be required at a ratio of 10% of the site area unless otherwise determined by the local government;
- Tourism and other forms of development - the amount, position and type of landscaping will be assessed by the local government in each case having regard to the site's context and Policy objectives;
- Development in rural areas - there will generally only be a landscaping requirement where there is a need to screen new buildings, structures and uses such as industry-extractive proposals, particularly from public roads or other public vantage points, unless there is a separate requirement to address other amenity considerations such as dust; and
- Variations to LPS2 or other standards - the local government may require a cash-in-lieu contribution towards the implementation of an approved Townscape Plan.

Landscape plans are generally required to be submitted for the following types of Development Applications:

- grouped dwellings and residential buildings;
- any addition, or new commercial, industrial or tourism developments; and
- industry-extractive.

Where a landscape plan is required, plants identified as 'declared weeds' or 'pest plants' are not permitted to be established.

Further details on landscape plans are outlined in Attachment 1 (requirements for various types of developments/land uses) and Attachment 2 (verge).

7.3 Form of Landscaping

Landscaping should aim to minimise water use through soil improvement and mulching to retain moisture, encourage the use of native species (especially endemic to the district) and install smart irrigation systems including monitors, controllers and subsurface irrigation.

ATTACHMENT 8.1.1A

In general, landscaped areas should be kerbed or otherwise defined and provided with reticulation to provide the optimum conditions for the plants to be established and grow to achieve the desired objective.

Shade trees in car parking areas should be in raised kerbed beds or similar with stakes supplied to the trees in the initial stages and, where necessary, protective railings installed to deter vandalism or damage from vehicles.

7.4 Maintenance

As part of a development approval, it is also a requirement that the applicant/landowner permanently maintains the landscaping to the satisfaction of the local government.

Any landscaping proposed within the verge must comply with *Council Policy 10.2 - Street Trees*.

7.5 Deferred Installation of Landscaping

Generally, the development approval will require the appropriate landscaping to be undertaken before occupation of the approved development.

The local government recognises that there will be circumstances when planting will not be appropriate at the time when a development is ready for occupation, e.g. at height of summer. Accordingly, the local government will consider on its merits the applicant to enter an arrangement where the landscaping is provided later. All such applications for deferred landscaping will need to be:

- In writing with undertakings provided to the local government to the effect that the landscaping will be laid out and planted by the agreed date; and
- Supported by a performance bond to the full value of the landscaping works and materials supplied and installed to the satisfaction of the local government.

For large projects, as landscaping is subsequently provided, the bond monies can be returned to the applicant proportional to the value of the works completed to the satisfaction of the local government.

7.6 Tree Planting Order

Clause 4.7 of LPS2 provides the statutory head of power for the local government to require tree planting by serving a Notice (to be called an 'Order' in this Policy) where the local government considers a property is deficient in tree cover.

It is expected the issuing of an Order, for a landowner to undertake tree planting, will be used in limited circumstances. The key reasons are likely to be associated with the following:

- Erosion and/or land slippage that is anticipated to impact on local government or other public infrastructure or which may create health or safety impacts; or
- Properties denuded of vegetation, adjoining main roads and/or key tourist routes, which contain external storage of building materials, a collection of vehicles or other equipment that can be seen from a public place.

ATTACHMENT 8.1.1A

The Order will set out the requirement for the tree planting including the objectives/intended outcomes of the planting, location, type of vegetation, planting density and when the planting is required by. As a guide:

- The landowner will need to provide the local government a suitable tree planting plan within 30 days of the Order being issued;
- The planting to commence within 60 days of the Order being issued;
- The planting to be completed within 120 days of the Order being issued;
- The planting to be suitably maintained by the landowner to the satisfaction of the local government.

A landowner who has been issued an Order may apply to the State Administrative Tribunal for a review of the local government's issue of the Order.

Should a landowner not comply with the Order, the local government may undertake enforcement action as set by the *Planning and Development Act 2005* and supporting regulations.

A Tree Planting Order is separate to the requirement to address conditions of a subdivision or development approval that relate to tree planting and landscaping.

8. Administration

8.1 Matters to be Addressed Prior to Formally Lodging the Development Application

Proponents are encouraged to discuss proposals that seek to vary Policy requirements with the local government early in the planning/design process and prior to lodging a Development Application.

8.2 Landscape Plan Requirements

Where required by the local government, a landscape plan should show the entire lot the subject of the Development Application, existing and proposed buildings or other structures and the land to be allocated to landscaping. The landscape plan, as required, should be complemented by other larger scale plans for areas subject to landscaping showing greater detail.

All landscape plans, submitted to the local government, should be drawn to scale and detail the following:

- The location and type of existing trees, shrubs and plantings, including genus species name and whether they are to be retained;
- The location and type of new trees, shrubs and plantings that are proposed to be installed as part of the landscaping including genus species name;
- Any lawns, paths, hardscaping or other features to be established including construction materials to be used (i.e. brick paving, concrete);
- Any natural landscape areas to be retained;
- Those areas to be reticulated or irrigated including details on the type of reticulation;
- Show a north point and outline prevailing breezes;
- The treatment of edges of the landscaped area; and
- The material to be used as mulch etc.

ATTACHMENT 8.1.1A

All works should be fully specified and documented in conjunction with the landscape plan.

Preparation of a landscape plan by a landscape architect/designer is preferred for certain developments.

Further details are outlined in Attachments 1 and 2.

8.3 Assessing the Development Application and Landscape Plans

Development Applications and landscape plans will be assessed on a case by case basis subject to this Policy, LPS2, the R Codes and information provided by the applicant. Landscape requirements will be assessed having regard to matters including:

- Contributing to enhancing the character of the area;
- Lot shape;
- Street frontage (including whether it is a corner lot);
- Carpark design incorporating shade trees;
- Landscape design incorporating verge treatment;
- Reducing opportunities for crime and maximising visibility and passive surveillance;
- Ongoing resilience;
- Ensuring shrubs and plants do not obscure visibility for turning traffic; and
- Achieving consistent and appropriate levels of lighting. Lighting should be used to assist in making places legible and improving wayfinding.

Related Policies	<i>LPP 2 Boddington Town Centre Design Guidelines LPP 6 Development in Flood Affected Areas LPP 9 Car Parking and Vehicular Access LPP 16 Residential Development and Design LPP 17 Stormwater Management Council Policy 10.2 Street Trees</i>
Related Procedures and Documents	<i>Plant Guide within the Building Protection Zone for the Swan Coastal Plain of Western Australia Visual Landscape Planning Manual</i>
Delegation Level	Chief Executive Officer, Manager Works & Services
Adopted	19 November 2020

ATTACHMENT 8.1.1A

Attachment 1: Landscape Plan Requirements - Residential, Commercial, Industrial, Tourism and Other Development

Landscape specifications are to include soft and hard landscaping. The following should be specified or attached to the landscape plan.

Grass

Specify the grass species and type of establishment (i.e. roll-on, stolons or seed).

Plants, shrubs and trees

Specify species using common names and full botanical names, pot sizes and staking where required. Plant locations and numbers should be clearly identified on the plan.

Reticulation

All grassed areas, tree and shrub plantings are to be reticulated.

The local government will generally expect to see reticulation measures set in place for the first two summers of plant growth and establishment after which it may be removed. While noting this, the landscaping needs to be suitably maintained by the landowner. Accordingly, in most cases, it is expected the reticulation will be retained. The installation of timing mechanisms will be encouraged to ensure regular watering on required dates over a predetermined period.

Mulch

Specify type and depth of mulch, depth to be no less than 100mm.

Mulching of landscaped areas will be encouraged to reduce the incidence of weed growth, limit evaporation, provide cooler root zones and efficiently use water.

Car Parking

Car parking areas should contain adequate tree plantings.

Where garden beds and grassed areas abut carparking or accessways, concrete kerbing or an approved alternative is required as a border.

Hard features including garden kerbing and paving are to be specified.

ATTACHMENT 8.1.1A

Attachment 2: Landscape Plan Requirements - Property Verge

Overview and Requirements

There is a requirement to address *Council Policy 10.2 Street Trees*.

Verge areas should be treated as part of the landscape plan.

Landscape plans should provide the following information clearly displayed.

A) Garden beds

Garden beds should be no less than 1.0 metre wide and where most of the verge is to be a garden bed, provision is to be made for a 2.0 metre level surface for pedestrian access parallel and abutting roadside kerbing where no footpath exists.

B) Grass

Specify the grass species, type of establishment (i.e. roll-on, stolons or seed). Where stolons or seeds are used, specify the time of year planting is to take place.

C) Shrubs

Specify plant species. Plants should generally not exceed 600mm in height at maturity. Western Australian native plants, particularly those found in the Boddington district, are preferred. Exotic (non-native) species may be acceptable subject to assessment and approval by the local government. Thorn bearing or prickly plants such as roses should not be planted on the verge.

D) Trees

Trees should generally be no less than four metres high at maturity and generally a minimum height of 1.5 metres when planted.

Tree species should conform to existing streetscape design.

Trees should be staked at planting using two (2) hardwood stakes.

Specify tree species, pot size and staking.

Planting of trees under power lines should be avoided due to ongoing maintenance requirements.

E) Kerbing

Where garden beds and grassed areas abut, concrete kerbing or an approved alternative is required as a border. Kerbing/borders should be included in specifications.

ATTACHMENT 8.1.1A

F) Mulch

Specify type and depth of mulch. Aggregates are generally not permitted. Mulch to be organic and well composted. Mulch depth should be no less than 100mm.

G) Reticulation

All landscaped and grassed areas are to be reticulated, including tree plantings.

Design and specifications of all reticulation, including the water source are to be provided with the landscape plan.

H) Maintenance

The landscape area must be maintained by the property owner to ensure the establishment of all vegetation and to retain a visual standard to the satisfaction of the local government.

Property owner's verge maintenance responsibility must be noted in landscape specifications.

I) Verges that are not being grassed

In the case of verges that require landscaping but are not being grassed, the following criteria apply:

- Mulch to a depth no less than 100mm;
- Native shrubs no higher than 600mm;
- Planting to be no closer than 2m to the road kerbing and 500mm from pathways; and
- Planting to be reticulated by a trickle system 75mm below soil level plus 100mm of mulch and controlled by an automatic control unit.

8.1.2 Development Application – seeking retrospective approval for sign – Lot 49 Johnstone Street, Boddington

Location:	Lot 49 (No. 33) Johnstone Street, Boddington
Applicant:	Mel Hardie
File Ref. No:	A192
Disclosure of Interest:	Edge Planning & Property receive payment for planning advice to the Shire and declare a Financial Interest (section 5.70 of the Local Government Act 1995)
Date:	10 November 2020
Author:	Steve Thompson
Attachments	8.1.2A Location Plan 8.1.2B Details provided by applicant 8.1.2C Submissions 8.1.2D Extract from <i>Planning and Development (Local Planning Schemes) Regulations 2015</i>

Summary

Conditional development approval is recommended for a sign at Lot 49 Johnstone Street.

Background

The applicant seeks retrospective development approval for an existing freestanding sign which is 900mm (0.9m) wide x 1200mm (1.2m) high. The area of the sign is 1.08m².

Relevant details relating to the site and the application include:

- The site's location is outlined in Attachment 8.1.2A;
- The site is zoned "Residential R10/20" in the *Shire of Boddington Local Planning Scheme No. 2* (LPS2);
- The landowner obtained development approval in June 2018 to add the additional use of a holiday home to the dwelling use;
- Recent details provided by the applicant are set out in Attachment 8.1.2B, with the sign located on freehold land near the Johnstone Street frontage; and
- The Shire invited written comment on this Development Application from 15 adjoining/nearby landowners along with Councillors for a two week period. Four submissions were received with two raising no objections, one submission seeking to reduce the size of the sign in half to 0.54m² and one submission raising objections (see Attachment 8.1.2C). The main objections relate to visual pollution, the purpose of the sign and the size of the sign, with a recommendation that the sign be removed.

Council's *Local Planning Policy No. 14 – Signs and Advertisements* is set out at <https://www.boddington.wa.gov.au/documents/2125/local-planning-policy-no-14-signs-and-advertisements>. The Policy includes objectives, matters to have regard to in assessing Development Applications and outlines that permanent signs, related to approved businesses in the Residential Zone, are to a maximum of 1m².

Attachment 8.1.2D is an extract from the *Planning and Development (Local Planning Schemes) Regulations* which sets out matters to be considered by local government in assessing a Development Application.

Comment

While appreciating the matters raised which object to the application, following assessment against LPS2, Local Planning Policy 14, details provided by the applicant and other submissions, it is concluded that the Development Application should be conditionally approved given:

- The sign relates to the approved holiday home use;
- The size is only marginally larger than the 1m² area/size limit relating to approved businesses in the Residential zone;
- The Shire consulted extensively and only one nearby landowner raised concerns;
- The sign is not distracting to motorists and will not create safety issues such as blocking visibility;
- The property and area are proposed to be zoned "Commercial" in the *Shire of Boddington Local Planning Scheme No. 3* (expected to be gazetted in the next 6 months); and
- Development conditions can assist to control relevant matters.

Given the sign is only marginally larger than the 1m² area/size limit in the Residential Zone, it is suggested there are not sound grounds to refuse the Development Application.

While noting the above, the Council can refuse the Development Application. As Councillors are aware, the applicant can lodge a right of review (previously called an "appeal") to the State Administrative Tribunal should this occur.

Strategic Implications – Nil

Statutory Environment

Planning and Development Act 2005, Planning and Development (Local Planning Schemes) Regulations 2015, LPS2 and draft Shire of Boddington Local Planning Scheme No. 3.

Policy Implications

Local Planning Policy No. 14 – Signs and Advertisements is a non-statutory document which is designed to provide guidance to assist Council in its decision making. Accordingly, the Council is not bound by the policy but is required to have regard to the policy in determining the Development Application.

Financial Implications

The applicant has a right of review to the State Administrative Tribunal to review the Council's decision. If this occurred, the Shire would have associated legal expenses.

Economic Implications - Nil

Social Implications

One submitter objects to the application and one submitter seeks for the sign to be reduced in size by half.

Environmental Considerations - Nil

Consultation

The Development Application was publicly advertised by the Shire administration.

Options

The Council can:

1. Approve the Development Application with no conditions;
2. Approve the Development Application with conditions;
3. Refuse the Development Application (giving reasons); or
4. Defer and request additional information.

Voting Requirements

Simple Majority

OFFICER RECOMMENDATION – ITEM 8.1.2

That Council approve the Development Application seeking retrospective approval for a sign at Lot 49 on Deposited Plan 90205 (No. 33) Johnstone Street, Boddington subject to the following conditions:

1. No illumination of the sign is approved.
2. The sign is well maintained to the satisfaction of the local government.

Advice

- A) In relation to Condition 2, this includes promptly addressing any possibly graffiti or damage to the sign.
- B) Should the holiday house business cease operating, the sign is to be removed within 28 days.
- C) Part 14 of the *Planning and Development Act 2005* provides the right to apply to the State Administrative Tribunal for review of some planning decisions and you may wish to take professional advice to determine whether or not such a right exists in the present instance. The *State Administrative Tribunal Rules 2004* require that any such applications for review be lodged with the Tribunal within 28 days of the date on which notice of the decision is given.

ATTACHMENT 8.1.2B

-- Map Viewer Plus --



ATTACHMENT 8.1.2B



ADDITIONAL INFORMATION FOR
DEVELOPMENT APPROVAL FOR
ADVERTISEMENTS

Note: To be completed in addition to the Application for development approval form.

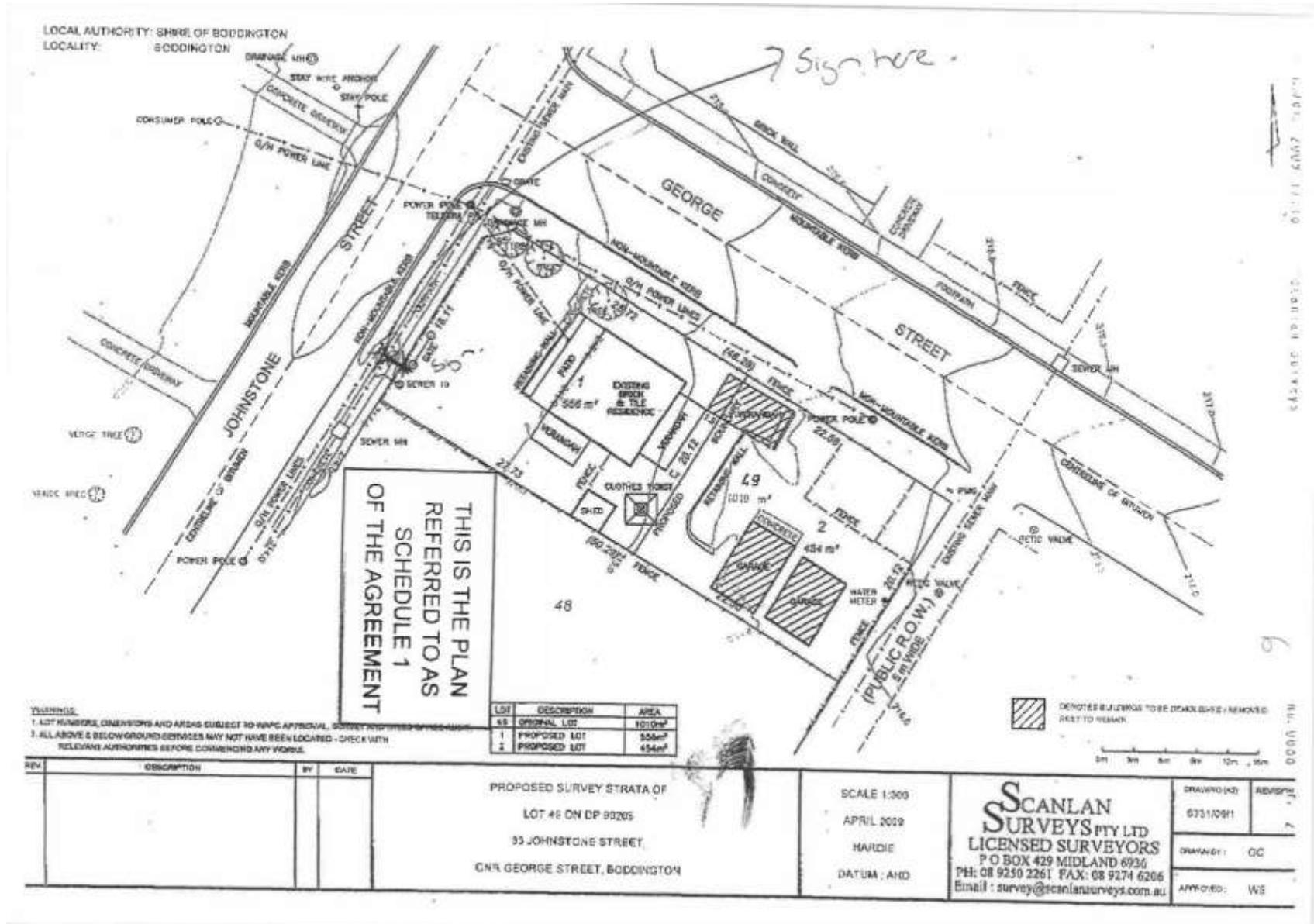
1.	Description of property on which advertisement is to be displayed including full details of its proposed position within that property: <u>At the front of the property behind the fence</u>
2.	Details of proposed sign: (a) Type of structure on which advertisement is to be erected (i.e. freestanding, wall mounted, other): <u>freestanding</u> (b) Height: <u>1200mm</u> Width: <u>900mm</u> Depth: <u>3mm</u> (c) Colours to be used: <u>white</u> (d) Height above ground level – to top of advertisement: <u>2 metres guessing as I am in Perth, we had to push it into the ground.</u> to underside: (e) Materials to be used: <u>Galvanised steel</u> Illuminated: Yes / <input checked="" type="radio"/> No If yes, state whether steady, moving, flashing, alternating, digital, animated or scintillating and state intensity of light source:
3.	Period of time for which advertisement is required: <u>Until house is sold.</u>
4.	Details of signs (if any) to be removed if this application is approved: <u>None</u> Note: This application should be supported by a photograph or photographs of the premises showing superimposed thereon the proposed position for the advertisement and those advertisements to be removed as detailed in 4 above. Signature of advertiser(s): <u>Michelle Hendriks</u> (if different from land owners) Date: <u>1/10/2020</u>

F:\Documents,Forms,Proformas\Planning\Additional Information for Development Approval for Advertisements.docx

4



ATTACHMENT 8.1.2B



ATTACHMENT 8.1.2C

CEO
Shire of Boddington

RE: Development Application for a sign at 33 Johnstone St Boddington.

Thanks to the EA for the opportunity to comment on the above.

This is the 2nd time the owner of the above property has shown a disregard for the rules, including Shire Policy and the sign should be removed and an example made in the form of a penalty. An appropriate size for a sign for such, should be limited to that of a 'street name' sign.

The Shire Policy states that it is in place to prevent visual pollution, yet this sign which has already been erected prior to approval, sets a standard which would do just that if everyone who had a spare room to rent, put up a sign like the one already erected at the property in question.

The Shire Policy says;

- Approval should be obtained before erection, placement or display - **fail**
- Allows a sign if conducting a business or profession. It may be argued that there is a business being run from the property, however the definitions by law are;

“Carrying on a business”: RG 235 32 - You will be carrying on a business in Australia if you conduct an activity, or series of activities:

- (a) In the form of a profession, a trade, employment, a vocation or a calling;
- (b) In the form of an adventure or concern in the nature of trade; or
- (c) On a regular basis, in the form of a lease, licence or other grant of an interest in a property.

Or

As per the Shire of Boddington LPS 2 Page 61

A Home Business: - means a business, service or profession carried out in a dwelling or on land around a dwelling by an occupier of the dwelling.

The house is not occupied by the owner - **fail**

Associated with the occupation of the person/s living in the property - **fail**

A maximum of 1m2 - **fail**

Restricted to the approved business name - **fail**

As the owner lives in Perth and the house is for sale, does the owner really have any interest in the Shire of Boddington?

Regards
Karen & Rod
Boddington Motel

ATTACHMENT 8.1.2C

From: Boon Hsu [<mailto:boddingtonpharmacy@gmail.com>]
Sent: Wednesday, 4 November 2020 11:29 AM
Cc: Tracy Murray <records@boddington.wa.gov.au>
Subject: Sign for Lot 49 (No. 33) Johnstone Street Boddington

Attn Steve Thompson

If the sign can reduce to half the size or my suggestion no bigger than 600mm 900mm
3mm, that will be no objection

Yours sincerely
Hian Boon Hsu
33 Johnstone Street
Boddington WA 6390
Tel: 08 98839962

ATTACHMENT 8.1.2C

From: Cr Ian Webster <criwebster@boddington.wa.gov.au>
Sent: 22 October, 2020 8:56 AM
To: Tamsin Hodder <ea@boddington.wa.gov.au>
Cc: Graham Stanley <ceo@boddington.wa.gov.au>
Subject: Re: invitation to comment - 33 Johnstone street sign

Thank you for this information.

I have visited and inspected the sign.

Personally I found it to be aesthetically acceptable and in excellent condition. I have no objection to this sign remaining in place.

Regards

CR Ian Webster

ATTACHMENT 8.1.2C

From: Sullivan, Celia <Celia.Sullivan@south32.net>
Sent: Wednesday, 28 October 2020 3:04 PM
To: Steve Thompson <steve@edgeplanning.com.au>
Subject: INFORM: Shire of Boddington - Development Application A192 & A440 - Boddington Retreat Signage - No objection from South32 Worsley

Hi Steve

I refer to a Shire of Boddington letter dated 21 October 2020, advising of a retrospective Development Application Ref A192 & A440 regarding Boddington Retreat signage. I advise that South32 Worsley Alumina Pty Ltd has no objection to this application.

Kind regards
Celia

Celia Sullivan
Specialist Land & Tenure Management - Worsley

Direct +61 8 9324 9657

108 St Georges Terrace | Perth | WA 6000 | Australia
PO Box Z5184 | St Georges Terrace | Perth | WA 6831

celia.sullivan@south32.net
south32.net

67. Matters to be considered by local government

In considering an application for development approval the local government is to have due regard to the following matters to the extent that, in the opinion of the local government, those matters are relevant to the development the subject of the application —

- (a) the aims and provisions of this Scheme and any other local planning scheme operating within the Scheme area;
- (b) the requirements of orderly and proper planning including any proposed local planning scheme or amendment to this Scheme that has been advertised under the *Planning and Development (Local Planning Schemes) Regulations 2015* or any other proposed planning instrument that the local government is seriously considering adopting or approving;
- (c) any approved State planning policy;
- (d) any environmental protection policy approved under the *Environmental Protection Act 1986* section 31(d);
- (e) any policy of the Commission;
- (f) any policy of the State;
- (g) any local planning policy for the Scheme area;
- (h) any structure plan, activity centre plan or local development plan that relates to the development;
- (i) any report of the review of the local planning scheme that has been published under the *Planning and Development (Local Planning Schemes) Regulations 2015*;
- (j) in the case of land reserved under this Scheme, the objectives for the reserve and the additional and permitted uses identified in this Scheme for the reserve;
- (k) the built heritage conservation of any place that is of cultural significance;
- (l) the effect of the proposal on the cultural heritage significance of the area in which the development is located;
- (m) the compatibility of the development with its setting including the relationship of the development to development on adjoining land or on other land in the locality including, but not limited to, the likely effect of the height, bulk, scale, orientation and appearance of the development;
- (n) the amenity of the locality including the following —
 - (i) environmental impacts of the development;
 - (ii) the character of the locality;
 - (iii) social impacts of the development;
- (o) the likely effect of the development on the natural environment or water resources and any means that are proposed to protect or to mitigate impacts on the natural environment or the water resource;
- (p) whether adequate provision has been made for the landscaping of the land to which the application relates and whether any trees or other vegetation on the land should be preserved;
- (q) the suitability of the land for the development taking into account the possible risk of flooding, tidal inundation, subsidence, landslip, bush fire, soil erosion, land degradation or any other risk;
- (r) the suitability of the land for the development taking into account the possible risk to human health or safety;

ATTACHMENT 8.1.2D

- (s) the adequacy of —
 - (i) the proposed means of access to and egress from the site; and
 - (ii) arrangements for the loading, unloading, manoeuvring and parking of vehicles;
- (t) the amount of traffic likely to be generated by the development, particularly in relation to the capacity of the road system in the locality and the probable effect on traffic flow and safety;
- (u) the availability and adequacy for the development of the following —
 - (i) public transport services;
 - (ii) public utility services;
 - (iii) storage, management and collection of waste;
 - (iv) access for pedestrians and cyclists (including end of trip storage, toilet and shower facilities);
 - (v) access by older people and people with disability;
- (v) the potential loss of any community service or benefit resulting from the development other than potential loss that may result from economic competition between new and existing businesses;
- (w) the history of the site where the development is to be located;
- (x) the impact of the development on the community as a whole notwithstanding the impact of the development on particular individuals;
- (y) any submissions received on the application;
- (za) the comments or submissions received from any authority consulted under clause 66;
- (zb) any other planning consideration the local government considers appropriate.

8.2 MANAGER FINANCIAL SERVICES:

8.2.1 Monthly Financial Statements – October 2020

Disclosure of Interest:	Nil
Date:	10 November 2020
Author:	D Long – Finance Consultant
Attachments:	8.2.1A Monthly Financial Statements – October 2020

Summary

The Monthly Financial Report for 31 October 2020 is presented for Councils consideration.

Background

The Local Government Act 1995 and the Local Government (Financial Management) Regulations 1996 require local governments to prepare monthly reports containing the information that is prescribed.

Comment

The Shire prepares the monthly financial statements in the statutory format along with other supplementary financial reports consisting of:

- (a) Statement of Comprehensive Income by Function/Program;
- (b) Statement of Comprehensive Income by Nature/Type;
- (c) Statement of Financial Activity;
- (d) Summary of Net Current Asset Position;
- (e) Statement of Explanation of Material Variances;
- (f) Statement of Financial Position;
- (g) Statement of Cash Flows;
- (h) Detailed Operating and Non-Operating Schedules;
- (i) Statement of Cash Back Reserves; and
- (j) Loan Borrowings Statement.

MATERIAL VARIANCE COMMENTARY ON YEAR TO DATE SEPTEMBER 2020

Regulation 34 of the *Local Government (Financial Management) Regulations 1996* require local governments to prepare annual budget estimates and month by month budget estimates so that comparatives can be made to Year to Date (YTD) Actual amounts of expenditure, revenue and income. Attached to this report is a copy of the month by month cumulative budget estimates, set out in the Statement of Financial Activity format.

At its budget meeting, Council adopted a material variance threshold of \$10,000 or 10%. For interpretation purposes, this means any variance at Function/Program level that is greater than 10% and exceeds \$10,000 in value is reported on and commentary is provided to explain the YTD budget estimate to YTD actual variance. The material variance is shown on the Statement of Financial Activity, in accordance with the *Local Government (Financial Management) Regulations 1996*.

The material variance commentary is now provided in a separate statement, called the Statement of Explanation of Material Variances. This statement categorises the variance

commentary according to reporting Functions/Programs and groups the variances by Operating Revenue, Operating Expenditure, Non-Operating/Capital Revenue, and Capital Expenditure.

The Statement of Financial Activity as at 31 October shows a closing surplus of \$3,988,987.

Statutory Environment

Local Government Act 1995

Section 6.4–Specifies that a local government is to prepare such other financial reports as are prescribed.

Local Government (Financial Management) Regulations 1996:

Regulation 34 states:

- (1) A local government is to prepare each month a statement of financial activity reporting on the sources and applications of funds, as set out in the annual budget under regulation 22(1)(d) for that month in the following detail:
 - (a) annual budget estimates, taking into account any expenditure incurred for an additional purpose under section 6.8(1)(b) or (c);
 - (b) budget estimates to the end of month to which the statement relates;
 - (c) actual amounts of expenditure, revenue and income to the end of the month to which the statement relates;
 - (d) material variances between the comparable amounts referred to in paragraphs (b) and (c);
 - (e) the net current assets at the end of the month to which the statement relates.

Sub regulations 2, 3, 4, 5, and 6 prescribe further details of information to be included in the monthly statement of financial activity.

OFFICER'S RECOMMENDATION – 8.2.1

That Council receive the monthly financial report for the period ending 31 October 2020.

8.2.2 List of Payments – October 2020

Disclosure of Interest:	Nil
Date:	13 November 2020
Author:	Graham Stanley, Acting Chief Executive Officer
Attachments:	8.2.2A List of Payments end 31 October 2020.(separate attachment CONFIDENTIAL)

Summary

The Local Government (Financial Management) Regulations 1996 require the preparation of a **List of Payments made from the Council's bank accounts**.

Background

A list of the payments made in each month is to be prepared and presented to a meeting of Council in the following month.

This list of payments is to be reviewed by Council separately from the monthly financial statements. This will ensure that the requirement of the Financial Regulations for the list of payments made in one month to be presented to the Council meeting in the following month, will be met even if the financial statements are not presented to that meeting.

Councillors have the opportunity to query or inspect invoices before the meeting to satisfy themselves before the item comes before Council.

Comment

The List of Payments for the month of October is presented in Attachment 8.2.2A.

Statutory Environment

Local Government (Financial Management) Regulations 1996

13. Payments from municipal fund or trust fund by CEO, CEO's duties as to etc.
- (1) If the local government has delegated to the CEO the exercise of its power to make payments from the municipal fund or the trust fund, a list of accounts paid by the CEO is to be prepared each month showing for each account paid since the last such list was prepared –
- (a) the payee's name; and
 - (b) the amount of the payment; and
 - (c) the date of the payment; and
 - (d) sufficient information to identify the transaction.
- (2) A list of accounts for approval to be paid is to be prepared each month showing –
- (a) for each account which requires council authorisation in that month –
 - (i) the payee's name; and
 - (ii) the amount of the payment; and
 - (iii) sufficient information to identify the transaction; and
 - (b) the date of the meeting of the council to which the list is to be presented.

- (3) A list prepared under subregulation (1) or (2) is to be —
- (a) presented to the council at the next ordinary meeting of the council after the list is prepared; and
 - (b) recorded in the minutes of that meeting.

Policy Implications - Nil

OFFICER'S RECOMMENDATION – 8.2.2

That Council adopts the list of payments for the period ending 31 October 2020; at Attachment 8.2.2A.

8.3 PRINCIPAL ENVIRONMENTAL HEALTH OFFICER/
BUILDING SURVEYOR:

Nil at this time.

8.4 MANAGER WORKS & SERVICES:

Nil at this time

8.5 DIRECTOR CORPORATE & COMMUNITY SERVICES:

Nil at this time.

8.6 ACTING CHIEF EXECUTIVE OFFICER:

8.6.1 Action Sheet

Disclosure of Interest: Nil
Date: 13 November 2020
Author: Graham Stanley, Acting CEO

Purpose of Report

To bring forward Councillors information the Action Report with actions taken on previous Council resolutions.

Meeting Date	Resolution Number	Responsible Officer	Subject	Date Completed	Comments Current Status
15/10/20	123/20	Acting CEO	Lease Newmont Gold 31 Bannister Road	19/10/20	completed
15/10/20	124/20	Acting CEO	Lease Medilab/Pathwest	pending	Pending

For information only.

8.6.2	Actions Performed Under Delegated Authority for the Month of October 2020
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File Ref. No: GOVN000
Disclosure of Interest: Nil
Date: 13 November 2020
Author: Graham Stanley, Acting Chief Executive Officer
Attachments: Nil

Summary

To report back to Council actions performed under delegated authority for the month of October 2020.

Background

There is no specific requirement to report on actions performed under delegated authority. But to increase transparency this report has been prepared for Council and includes all actions performed under delegated authority for the month of October 2020.

Affixing of Common Seal

One off delegations to the Chief Executive Officer;

Authorisation to call Tenders

Building Permits issued;

Health Approvals issued;

Development Approvals issued

Subdivision Applications

Land Administration

Comment

The following tables outline the action performed within the organization relative to delegated authority for the month of October 2020 and are submitted to Council for information.

Common Seal	
Date Affixed	Documentation
12/10/20	Lease Arts Council
19/10/20	Lease 31 Bannister Road – Newmont Community Information Centre

One off delegations to the Chief Executive Officer		
Date	Documentation	
8/10/20	Southern Wheatbelt Primary Health	Waiver of Fees for use of Boddington Recreation Centre function room and verandah 26 October 2020 9:30am - noon
10/10/20	Boddington Community Markets	Permission to use Central Park 7 November and 6 December 2020
13/10/20	Telstra- letter support	Regional Connectivity Program – Quindanning Mobile Coverage
19/10/20	Shire of Wandering	Appointment of Wandering Dual Fire Control Officers
19/10/20	COTA agreement	Living Longer Living Stronger
20/10/20	Letter of Support to BCRC	For Harmony Week Morning Tea grant application
21/10/20	Boddington Sports & Community Club	One-off permit to extend trading area 6 November 2020
22/10/20	Formosa Flora	Seed Collection
29/10/20	Letter support	Annita Samantha NDLOVU

Authorisation to call Tenders - Nil	
Date	Action

Peter Haas - PEHO			
Building Applications			
Application No.	Applicant	Lot & Street	Type of Building Work
3301	South 32 Worsley Alumina Pty Ltd PO Box 344 Collie	Lot 1286 No 6329 Pinjarra Williams Road Marradong	Demolition of dwelling
3302	South 32 Worsley Alumina Pty Ltd PO Box 344 Collie	Lot 11 No 407 Morts Road Marradong	Demolition of dwelling & shed
3300	South 32 Worsley Alumina Pty Ltd PO Box 344 Collie	Lot 4 No 1156 Lower Hotham Road Lower Hotham	Demolition of dwelling & shed
3299	D Hayward 745 Crossman Road Crossman	Lot 400 No 745 Crossman Road Crossman	shed
3304	M & T Kelly 28 Brandon Way	Lot 108 No 49 Littleton Rise Ranford	Rammed earth Dwelling , Storage shed & retaining wall

	Lynwood		
3303	K Holliday 36 Munday Way Medina	Lot 104 No 78 Hotham Avenue Boddington	Dwelling
3305	D Terblanche 20 Sandalwood Place Boddington	Lot 15 No 20 Sandalwood Place Boddington	carport
3306	N Amps 44 Dower Street Mandurah	Lot 102 No 46 Mitchell Crescent Ranford	Retaining wall
3307	Larsen Carpentry services 15 Bannister Road Boddington	Lot 52 No 47 Hotham Avenue Boddington	En-suite
3309	A Horne & K Della-Vedova 45 Agincourt Drive Forrestfield	Lot 4195 No 1160 Lower Hotham Road Lower Hotham	Transportable Dwelling
3310	A Cooper 3 Illyarrie Crescent Boddington	Lot 8 No 3 Illyarrie Crescent Boddington	Patio
3308	Quindanning picnic Race club Harvey- Quindanning Road Quindanning	Res 8178 Harvey-Quindanning Road Quindanning	Second Hand Transportable Toilet block

Peter Haas – PEHO

Health - Nil

Steve Thompson - Town Planning Consultant

Development Approvals

Application No.	Applicant	Lot & Street	Type of Approval
A1646	Anderson Sheds	Lot 10 Fraser Road	Proposed Outbuilding
A1674	Richgro	Lot 68 Albany Hwy	Proposed storage and machinery shed, workshop, transportable office/lunchroom and ablution block with tropical shed over roof

Subdivision Applications Nil

Application No.	Applicant	Lot & Street	Action

Land Administration - Nil

Application No.	Applicant	Lot & Street	Action

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Strategic Implications – Nil

Statutory Environment

Regulation 19 of the *Local Government (Administration) Regulations 1996* requires delegates to keep a record of each occasion on which they exercise the powers or discharge the duties delegated to them.

Policy Implications - Nil

Financial Implications - Nil

Economic Implications – Nil

Social Implications - Nil

Environmental Considerations – Nil

Consultation - Nil

Voting Requirements – Simple Majority

OFFICER'S RECOMMENDATION – ITEM 8.6.2

That Council accept the report outlining the actions performed under delegated authority for the month of October 2020.

8.6.3 Appointments of Proxy Delegate to South 32 Worsley Community Liaison Committee

File Ref No: GOVN 000
Disclosure of Interest: Nil
Date: 14 November 2020
Author: Graham Stanley, Acting CEO
Attachments: Nil

Summary

Council is to consider appointment of a new proxy delegate to the South 32 Community Liaison Committee

Background

At the Ordinary Meeting of Council held on 17th September 2020, Council appointed delegates to committees. Amongst the appointments was that of Cr Eugene Smallberger as proxy delegate to the South 32 Worsley Community Liaison Committee. South 32 has advised that as Cr Smallberger already is a member of the Committee as a community representative that they would like Council to consider appointing a new proxy delegate.

Comment

Councillors were emailed on 10th November 2020 advising of the vacancy and calling for expressions of interest. Cr Webster responded advising that he would be willing to participate.

Barring any further nominations, it is recommended that Cr Webster be appointed as Council's proxy delegate to the South 32 Worsley Community Liaison Committee.

Statutory Environment

Local Government Act (1995)

5.8. Establishment of committees

A local government may establish committees of 3 or more persons to assist the council and to exercise the powers and discharge the duties of the local government that can be delegated to committees.*

** Absolute majority required*

5.10. Appointment of committee members

(1) A committee is to have as its members -

(a) persons appointed by the local government to be members of the committee (other than those referred to in paragraph (b)); and*

(b) persons who are appointed to be members of the committee under subsection (4) or (5).

** Absolute majority required.*

(2) At any given time each council member is entitled to be a member of at least one committee referred to in section 5.9(2)(a) or (b) and if a council member nominates himself or herself to be a member of such a committee or committees, the local government is to include that council member in the persons appointed under subsection (1)(a) to at least one of those committees as the local government decides.

(3) Section 52 of the Interpretation Act 1984 applies to appointments of committee members other than those appointed under subsection (4) or (5) but any power exercised under section 52(1) of that Act can only be exercised on the decision of an absolute majority of the local government.

(4) If at a meeting of the council a local government is to make an appointment to a committee that has or could have a council member as a member and the mayor or president informs the local government of his or her wish to be a member of the committee, the local government is to appoint the mayor or president to be a member of the committee.

(5) If at a meeting of the council a local government is to make an appointment to a committee that has or will have an employee as a member and the CEO informs the local government of his or her wish -

(a) to be a member of the committee; or

(b) that a representative of the CEO be a member of the committee, the local government is to appoint the CEO or the CEO's representative, as the case may be, to be a member of the committee.

5.11. Tenure of committee membership

(1) Where a person is appointed as a member of a committee under section 5.10(4) or (5), the person's membership of the committee continues until -

(a) the person no longer holds the office by virtue of which the person became a member, or is no longer the CEO, or the CEO's representative, as the case may be;

(b) the person resigns from membership of the committee;

(c) the committee is disbanded; or

(d) the next ordinary elections day, whichever happens first.

(2) Where a person is appointed as a member of a committee other than under section 5.10(4) or (5), the person's membership of the committee continues until -

(a) the term of the person's appointment as a committee member expires;

(b) the local government removes the person from the office of committee member or the office of committee member otherwise becomes vacant;

(c) the committee is disbanded; or

(d) the next ordinary elections day, whichever happens first

Policy Implications - Nil

Financial Implications

Economic Implications – Nil

Strategic Implications - Nil

Social Implications - Nil

Environmental Considerations - Nil

Consultation – Expressions of interest were sought from Councillors.

Options

Council can:

1. adopt the recommendation/s;
2. adopt the recommendation/s with further amendments; or
3. not accept the recommendation/s, giving reasons..

Voting Requirement – Absolute Majority

OFFICER'S RECOMMENDATION – ITEM 8.6.3

That Council appoints Cr Ian Webster as its proxy delegate to the South32 Worsley Alumina Community Liaison Committee.

8.6.4 Amendment to 2020-21 Schedule of Fees & Charges

File Ref. No:	FINM017
Disclosure of Interest:	Nil
Date:	14 November 2020
Author:	Graham Stanley – Acting Chief Executive Officer
Attachments:	Nil

Summary

Council is to consider making an amendment to the 2020-21 Schedule of Fees and Charges to correct the rate being charged for commercial water from standpipes so that it is the same rate as was charged in 2019/20.

Background

As part of the budget adoption process a report was put to Council on the adoption of the Schedule of Fees and Charges for the 2020/21 financial year. As the Council had previously indicated that it wished maintain the fees and charges for 2020/21 at the same level as 2019/20 the schedule from 2019/20 was copied and the dates changed. When the 2019/20 Schedule of Fees and Charges was adopted the rate adopted for water for commercial standpipes was \$12.00 per kilolitre. This was a substantial increase on the 2018/19 rate. As a result representations were made to Council and the rate was reduced to \$9.50 per kilolitre.

Comment:

Unfortunately as the original 2019/20 schedule was used the wrong rate was adopted. Representations have again been made to the Council and it is recommended that the rate be changed back to \$9.50 per kilolitre.

Strategic Implications -Nil

Statutory Environment

Sections 6.16 to 6.19 of the *Local Government Act 1995* govern how a local government may impose fee and charges for the provision of goods or services.

Section 6.16 states:

6.16. Imposition of fees and charges

(1) A local government may impose* and recover a fee or charge for any goods or service it provides or proposes to provide, other than a service for which a service charge is imposed.

*** Absolute majority required.**

(2) A fee or charge may be imposed for the following –

- (a) providing the use of, or allowing admission to, any property or facility wholly or partly owned, controlled, managed or maintained by the local government;
- (b) supplying a service or carrying out work at the request of a person;
- (c) subject to section 5.94, providing information from local government records;
- (d) receiving an application for approval, granting an approval, making an inspection and issuing a licence, permit, authorisation or certificate;
- (e) supplying goods;
- (f) such other service as may be prescribed.

(3) Fees and charges are to be imposed when adopting the annual budget but may be –

- (a) imposed* during a financial year; and
- (b) amended* from time to time during a financial year.

*** Absolute majority required.**

6.17. Setting level of fees and charges

(1) In determining the amount of a fee or charge for a service or for goods a local government is required to take into consideration the following factors –

- (a) the cost to the local government of providing the service or goods; and
- (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.

(2) A higher fee or charge or additional fee or charge may be imposed for an expedited service or supply of goods if it is requested that the service or goods be provided urgently.

(3) The basis for determining a fee or charge is not to be limited to the cost of providing the service or goods other than a service –

- (a) under section 5.96; or
- (b) under section 6.16(2)(d); or
- (c) prescribed under section 6.16(2)(f), where the regulation prescribing the service also specifies that such a limit is to apply to the fee or charge for the service.

(4) Regulations may –

- (a) prohibit the imposition of a fee or charge in prescribed circumstances; or
- (b) limit the amount of a fee or charge in prescribed circumstances.

6.18. Effect of other written laws

(1) If the amount of a fee or charge for a service or for goods is determined under another written law a local government may not –

- (a) determine an amount that is inconsistent with the amount determined under the other written law; or
- (b) charge a fee or charge in addition to the amount determined by or under the other written law.

(2) A local government is not to impose a fee or charge for a service or goods under this Act if the imposition of a fee or charge for the service or goods is prohibited under another written law.

6.19. Local government to give notice of fees and charges

If a local government wishes to impose any fees or charges under this Subdivision after the annual budget has been adopted it must, before introducing the fees or charges, give local public notice of –

- (a) its intention to do so; and*
- (b) the date from which it is proposed the fees or charges will be imposed.*

Policy Implications - Nil

Financial Implications

Whilst the reduction of the fee may appear to be a loss of income the amount of income budget from commercial standpipe charges was based on last year's rate of \$9.50. Keeping the rate at \$12.00 may actually result in less income being received as the higher price will deter many from using the commercial standpipes. In addition to keep the higher price would be against the spirit of the Council's intentions to keep the fees and charges unchanged.

Economic Implications – Nil

Social Implications

Reducing the rate for water from commercial standpipes would be keeping council's intention not to increase fees & charges.

Environmental Considerations – Nil

Consultation

Discussed at Councillor Information Session on 5th November 2020.

Options

Council can resolve to:

1. accept the Officer's Recommendation; or
2. amend the Officer's Recommendation; or
3. not accept the Officer's Recommendation, giving reasons..

Voting Requirements – Absolute Majority

OFFICER'S RECOMMENDATION – ITEM 8.6.4
--

That Council resolves to amend the 2020/2021 Fees and Charges Schedule by reducing the rate charged for water from commercial standpipes from \$12.00 per kilolitre to \$9.50 per kilolitre so that it remains in line with the 2019/20 charge and credits the difference to anyone who has been invoiced the higher rate in 2020/21.

8.6.5 Appointment of Fire Control Officers

File Ref. No: EMES000
Disclosure of Interest: Nil
Date: 16 November 2020
Author: Graham Stanley
Attachments: Nil

Summary

That Council adds the following person to the list of authorised Bush Fire Control Officers for the Shire of Boddington for 2020/21:

- i) Mr Lee Lewis – Relief Shire Ranger;

Background

Council appointed its bush fire control officers for 2020/21 at the August Ordinary Meeting of Council based on the recommendation of the Annual Bush Fire Advisory Committee. Council's ranger, Mr Joshua Potts was appointed as a fire control officer and the former ranger, Mr Lee Lewis, was not included on the list.

Lee sometimes acts in the role as a relief ranger when Joshua is unavailable and recently he had to deal with an issue regarding camp fires.

Comment

As the Ranger is responsible for conducting fire break inspections and issuing infringements under the Bush Fires Act 1954 the Ranger is required to be appointed as an authorised FCO. As Mr Lewis sometimes acts in this role it is important that he is granted the powers of a Fire Control Officer so that he can carry out the duties of ranger properly.

It is therefore requested that Mr Lee Lewis be appointed as a Fire Control Officer for the Shire of Boddington.

Strategic Implications

Nil

Statutory Environment

Bush Fires Act 1954

S 38. Local government may appoint Bush Fire Control Officer

(1)A local government may from time to time appoint such persons as it thinks necessary to be its bush fire control officers under and for the purposes of this Act, and of those officers shall subject to section 38A(2) appoint 2 as the Chief Bush Fire Control Officer and the Deputy Chief Bush Fire Control Officer who shall be first and second in seniority of those officers, and subject thereto may determine the respective seniority of the other bush fire control officers appointed by it.

- (2A) The local government shall cause notice of an appointment made under the provisions of subsection (1) to be published at least once in a newspaper circulating in its district.
- (2C) The local government shall fill any vacancy occurring in the office of Chief Bush Fire Control Officer or Deputy Chief Bush Fire Control Officer within one month after the vacancy occurs and if the local government fails or neglects to do so within that time, the FES Commissioner may by notice in writing require the local government to appoint a person to the vacant office within one month after service on it of such notice.
- (2D) Where a local government that has been served with a notice pursuant to subsection (2C) fails or neglects to comply with the requirements of that notice, the FES Commissioner may appoint a person who is not employed in the Department to the vacant office.
- (2E) A bush fire control officer appointed by a local government under the provisions of this section shall be issued with a certificate of appointment by the local government or, if he is appointed by the FES Commissioner, by the FES Commissioner.
- (3) The local government may, in respect to bush fire control officers appointed under the provisions of this section, exercise so far as they can be made applicable the same powers as it may exercise in respect to its other officers, under the provisions of the Acts under which those other officers are appointed.
- (4) A bush fire control officer appointed under the provisions of this section shall, subject to such directions as may be given by the local government, and subject to this Act take such measures as appear to him to be necessary or expedient and practicable for –
 - (a) carrying out normal brigade activities;
 - [(b), (c) deleted]*
 - (d) exercising an authority or carrying out a duty conferred or imposed upon him by any of the provisions of Part III;
 - (e) procuring the due observance by all persons of the provisions of Part III.

Bush Fire Regulations 1954

Policy Implications - Nil

Financial Implications – Nil

Economic Implications – Nil

Social Implications – Nil

Environmental Considerations – Nil

Consultation – Nil

Options

Council can resolve:

1. the Officer's Recommendation; or

2. resolve an amended Officer's Recommendation with other amendments, giving reasons.

Voting Requirements - Simple Majority

OFFICER'S RECOMMENDATION – ITEM 8.6.5

That Council adds the following person to the list of authorised Bush Fire Control Officers for the Shire of Boddington for 2020/21:

- i) Mr Lee Lewis – Relief Shire Ranger

8.6.6 Boddington Pavilion - Exclusive Tenancy Proposal

File Ref. No:	CPRO049
Disclosure of Interest:	Nil
Date:	14 November 2020
Author:	Graham Stanley – Acting Chief Executive Officer
Attachment:	8.6.6A – Copy of Letter (Lease Proposal Nat G PT) 8.6.6B – Copy of 2019 Agreement with Natalie Griffiths

Summary

Council is to consider a request for from Natalie Griffiths trading as Nat G Pt for an exclusive lease of the Boddington Sports Pavilion.

Background

In 2018 Natalie Griffiths (Nat G PT) and Tony Carlyon (Access Life Health and Fitness) put a proposal to Council seeking an exclusive lease of the Boddington Sports Pavilion/Function Room, kitchen and outdoor storage shed to establish a "Group Fitness Centre". The original proposal was to lease the Pavilion/Function Room, kitchen and outdoor storage shed to them on an exclusive basis for a period of 12 months with the option for an annual extension, all subject to a number of conditions one of which was to install air conditioning.

After being discussed by Council and officers at a Councillor Information session, feedback was given to Natalie & Tony and they presented a new proposal to Council which was considered at the August 2018 Ordinary Meeting of Council.

The proposal was for a permanent hire arrangement for the Pavilion/Function Room, kitchen and outdoor storage shed on a semi-exclusive basis for a period of 12 months with the option for an annual extension, all subject to a number of conditions. It did not include the change rooms. Usage was to be all day Monday to Friday and Saturday mornings until 12.00 noon. Amongst the conditions were the following:

- Nat G PT & Access Life Health and Fitness are able to store their equipment at the pavilion.
- If the Pavilion is to be hired by another user outside our times, they were to be notified at least 48 hours prior to enable them to remove or secure their equipment.
- Nat G PT & Access Life Health and Fitness are aware and accept that for two major events during the year the pavilion is required to be hired and used by other groups. The basketball group on Rodeo weekend and the rally over the June long weekend. We will remove our equipment as required, if the groups require access on the Friday or Monday we request we are offered another venue if required to run our fitness sessions (Rec Centre or Town Hall) at no extra charge.
- Shire to purchase and install 3 industrial power fans in lieu of air conditioning.

Hire fee to be \$1,000 per quarter, totalling \$4,000 per annum.

Subsequently a lease document was finalised, just in the name of Natalie Griffiths, and signed in January 2019. That agreement has now expired and prior to Christmas 2019 Natalie met with the former CEO and I to discuss submitting a new proposal. It was agreed that the existing agreement would carry on for the 1st quarter of 2020 whilst a new agreement was

under consideration by Council. With the advent of the Covid-19 shutdown of gyms and other facilities things were put on hold.

With the reopening of gyms as part of the relaxation of Covid-19 restrictions in WA, Natalie sought to revive her proposal.

Comment

Natalie's business has been growing and she has submitted a new proposal for a new lease that gives her exclusive use of the building because she wants to set up gym equipment and this would be very difficult under the current non-exclusive terms due to the requirement to move her equipment out each time another user wants to hire the building. A copy of the proposal is attached to this report and in the proposal Natalie outlines her reasons for seeking exclusive use and the benefits to the community if her proposal is accepted by Council.

The main points of her proposal include:

- 12 month term with yearly renewal option;
- Rent - \$6,000 p/a plus GST to be paid in monthly instalments (\$550 per month);
- Exclusive use of pavilion/function room, kitchen, and storage shed with ability to permanently store equipment and install gym machines and equipment;

Natalie proposes that the following improvements be considered by the Council:

- Air conditioning unit to be installed similar to the one that has been installed in the change room area
- The windows to be made operational with normal flyscreens and window locks (currently seized shut)
- Permission to remove the stage area
- Shire to remove the large bench in the middle of the kitchen area (it's not fixed)
- Shire to pressure clean the outside/common brick areas bi-annually at a minimum (this needs doing now)
- Internal cleaning to be done by Nat G PT
- Permission for Nat G PT to install security system/camera to premises.

If the Council is willing to enter into an exclusive use agreement then Council will need to advertise the proposal in accordance with the requirements of Section 3.58 of the Local Government Act 1995 – Disposing of Property which includes giving Local Public Notice and a minimum of two weeks for the receipt of submissions. Following close of submissions a report to Council will be prepared for consideration at the December meeting of Council

Quotations for the installation of air conditioning were obtained as part of our budgeting process. Unfortunately the cost is in excess of \$16,000. Subsequently further discussions were held with Natalie. It was indicated that the request for opening windows is being accommodated as the replacement of the windows at the pavilion has been included in the 2020/21 budget. Natalie indicated that being the case the existing industrial fans will be satisfactory.

Strategic Implications

The Shire of Boddington Strategic Community Plan 2019-2029 states:

"Pillar 1: A vibrant and connected community – Facilities & services that support lifelong wellbeing.

1.6 Support and diversify recreational activities for people of all ages and abilities."

The fitness services and proposed installation of gym equipment fit very well with this goal. The service caters for people of all ages and the installation of gym equipment will give users of the service access to something that is currently not available in Boddington but is much sought after.

Statutory Environment

Section 3.54 of the *Local Government Act 1995* gives Council the power to lease a Reserve with the approval of the Minister for Planning therefore approval will need to be sought for a lease to be entered into.

Section 3.58 of the *Local Government Act 1995* covers the disposal of property and the leasing of property is deemed to be a disposal.

S3.58(3) allows a local government to dispose of property without going to public auction or calling tenders if before agreeing to dispose of the property:

- (a) it gives local public notice of the proposed disposition –
 - (i) describing the property concerned; and
 - (ii) giving details of the proposed disposition; and
 - (iii) inviting submissions to be made to the local government before a date to be specified in the notice, being a date not less than 2 weeks after the notice is first given;
- and
- (a) **it considers any submissions made to it before the date specified in the notice and, if its decision is made by the council or a committee, the decision and the reasons for it are recorded in the minutes of the meeting at which the decision was made.**

S3.58(4) requires the following details to be included in the public notice:

- (a) the names of all other parties concerned; and
- (b) the consideration to be received by the local government for the disposition; and
- (c) the market value of the disposition –
 - (i) as ascertained by a valuation carried out not more than 6 months before the proposed disposition; or
 - (ii) as declared by a resolution of the local government on the basis of a valuation carried out more than 6 months before the proposed disposition that the local government believes to be a true indication of the value at the time of the proposed disposition

Policy Implications – Nil

Financial Implications

A market valuation dated 24 September 2020 has been obtained from Mandurah based national property valuers and consultants, Acumentis. The valuation given was \$6,500 per annum inclusive of GST and Natalie's offer is for rent of \$6,600 per annum inclusive of GST.

Economic Implications - Nil

Social Implications

Natalie's business is providing an important service to the community. The installation of gym equipment and the ability for the community to have access to it will be well received by the community.

Environmental Considerations – Nil

Consultation

Discussed with the proponent and by Council at an information session in September 2020.

Options

Council can resolve to:

1. adopt the recommendation/s;
2. adopt the recommendation/s with further amendments; or
3. not accept the recommendation/s, giving reasons.

Voting Requirements – Simple Majority

OFFICER'S RECOMMENDATION – ITEM 8.6.6

That Council

1. Agrees in Principle to lease the Boddington pavilion/function room, kitchen, and storage shed with ability to store equipment and install gym machines and equipment on an exclusive basis, to Natalie Griffiths trading as Nat G PT, subject to the consideration of public submissions following statutory advertising requirements and approval being granted by the Minister for Lands.
2. That the proposal be advertised in sufficient time to allow the consideration of public submissions at the December 2020 Ordinary Meeting of Council.

ATTACHMENT 8.6.6A

PROPOSAL - EXCLUSIVE HIRE/USAGE AGREEMENT BODDINGTON PAVILION

BACKGROUND

In 2018 I made proposal to the Shire of Boddington (both the original proposal and 2019 contract attached for reference) to make an agreement where my business Nat G PT would have semi-exclusive use of the Boddington Sports Pavilion to run group fitness classes.

Prior to this I was running my group fitness classes from my home in Boddington however the space became too small very quickly. In August 2018 my proposal was put to council and voted on with councillors agreeing for the CEO to negotiate a contract with myself for use of the Pavilion.

This contract started in January 2019 for a 12-month trial period, expiring in January 2020. I write to you now to propose a new contract.

Over the past 12 months Nat G PT has grown into a thriving group fitness centre catering to members of the community of all fitness levels. We currently have 38 long term members and around 10 casual members.

I believe our trial of this agreement was a success. It has allowed me to grow the business and to provide something our community desperately needs; health, fitness and wellness solutions. I have formed relationships with other fitness professionals in our community to provide a more well-rounded service. Tony Carlyon and I work closely together to ensure the fitness and health needs of the broader community are met. I refer clients to Tony if they are better suited to the shire's Live Longer Live Stronger Program or for 1 on 1 training and he runs 2 sessions on the Nat G PT timetable to keep connected with general group fitness clients. Lavinia (Vinn) Roser also runs 1 class for Nat G PT per week and assists me with coverage for holidays etc. Both Vinn and Tony work for Nat G PT as individual contractors and add value to the business by allowing me to provide a variety of trainers and classes to our fitness community.

In 2020 I would like to provide more value and services to our community but adding some gym equipment/machines to be able to provide gym usage sessions. I have not been able to do this in 2019 due to the semi-exclusive use clause. Having to vacate the premises entirely by removing all my equipment 2 times a year at a minimum and any other time the pavilion could be hired on a weekend would make this impossible. I am currently at a maximum of what equipment I can store at home and in the storage shed when requiring to vacate, it is a mammoth effort each time it happens and means I have been reluctant to grow class offerings and add large machines and equipment whilst this clause is in place.

So I now write this proposal for the shire and council's consideration moving forward into 2020.

ATTACHMENT 8.6.6A

BODDINGTON PAVILION LEASE PROPOSAL 2020

EXECUTIVE SUMMARY

PREMISES

Boddington Sports Pavilion, Club Drive, Boddington WA 6390

PROPOSED LESSEE

Natalie Griffiths trading as
Nat G PT
ABN 65 276 143 788
84 Hotham Ave, Boddington WA 6390

PROPOSED LEASE DATE

1ST April 2020 to 1ST April 2021

PROPOSED LEASE TERM AND RENT

A 12 - month term is proposed with a yearly renewal option.

2019 rent was agreed upon at \$4,000 p/a plus GST

I propose rent of \$6,000 p/a plus GST to be paid in monthly payments. (\$550.00 per month)

INCLUSIONS

The lease agreement will provide Nat G PT exclusive use of the pavilion/function room, kitchen and storage shed (old netball shed) and to be able to permanently store equipment and to install gym machines and equipment.

I propose the following improvements to be considered by shire council:

- Air conditioning unit to be installed similar to the one that has been installed in the change room area
- The windows to be made operational with normal flyscreens and window locks (currently seized shut)
- Permission to remove the stage area
- Shire to remove the large bench in the middle of the kitchen area (it's not fixed)
- Shire to pressure clean the outside/common brick areas bi-annually at a minimum (this needs doing now)
- Internal cleaning to be done by Nat G PT
- Permission for Nat G PT to install security system/camera to premises

ATTACHMENT 8.6.6A

EXCLUSIONS

The change room area is not part of the lease agreement.

Cleaning of the pavilion and kitchen (Public toilets still remain responsibility of the shire)

PROJECTED BUSINESS OPPORTUNITY

If this proposal is approved by council and we are able to keep the rent relatively low as I have outlined above I can provide more health and fitness options to the community that will grow the business. I can then add more variety to our group fitness timetable by adding other options like yoga. I can purchase or lease gym equipment and machines to be able to offer gym sessions to people in the community who are looking for a gym in Boddington. I have projected our membership to grow to 60 members by the end of the 2019/2020 financial year and with the addition of gym times this could easily extend out to 100 members by the end of 2020.

RATIONALE

The rationale of further developing the fitness centre is to grow our offerings and provide more options for health, fitness and well-being in Boddington. There are still lots of people in our community that have been very vocal about there being "no gym" in Boddington. Adding this as an option to an already existing business is a smart financial decision as stand-alone gyms are very expensive to set up, staff and insure. This becomes a great asset to advertise to our community to retain residents and to encourage new families to move into our community as we have more to offer them.

GOALS AND OBJECTIVES

- Further improve quality of life for residents through exercise.
- Further improve the health and well-being of residents through diverse health and wellness strategies.
- Reduce obesity in adults and children in our community.
- Provide a large variety of health and fitness solutions to the community that are practical and financially astute.

DELIVERABLES

- Provide unique health and fitness solutions to the community.
- Provide quality exercise programs using the latest scientific methodologies.
- Provide nutritional information to members to enable successful results.
- Conduct a wide range of services to benefit adults, children, sporting groups, rehabilitation and injury management.
- Fitness Classes that will bring members of the community together to enjoy exercise in a fun environment.

ATTACHMENT 8.6.6A

- Exercise programs specifically designed to combat mental illness and based on facts collected from studies conducted relating the benefits of exercise and the reduction of the effects of mental illness.
- Provide "Gym time" sessions for people that wish for gym use rather than exercise classes.

STAKEHOLDER IMPACT ANALYSIS

This proposal will allow Nat G PT to further deliver on our promise of providing real and practical health and fitness solutions to as many people in the community as possible. The proposal allows for further me to further invest and develop the business. By agreeing to this proposal and supporting Nat G PT it shows the community that council and shire care about the health and well-being of the community which they serve and that you are listening. Listening to the needs of the community and assisting by providing real solutions that are financially astute.

RISK EVALUTION

Nat G PT has current personal indemnity and legal liability insurance (attached) and my contractors also have their own PI/LL insurance. Equipment will also be insured. OH&S practices are in place as well as all trainers holding their first aid certifications. Nat G PT and Natalie Griffiths are registered with Fitness Australia, the governing body for fitness professionals in Australia.

CONCLUDING STATEMENT

I am available to be contacted on 0417 189 966 should any points require clarifications or if there are any questions regarding the proposal. I look forward to a favourable response soon.

Yours sincerely,

N. Griffiths

Natalie Griffiths (trading as)
Nat G PT
84 Hotham Avenue
Boddington WA 6390

5th February 2020

ATTACHMENT 8.6.6B

BODDINGTON PAVILION – USAGE AGREEMENT

THIS AGREEMENT is dated this 15th day of January 2019.

PARTIES: The SHIRE OF BODDINGTON of 39 Bannister Road, Boddington 6390 in the State of Western Australia ("Shire")

and

Natalie Griffiths Trading as Nat G PT ABN:65 276 143 788 of 84 Hotham Avenue, Boddington 6390 in the State of Western Australia ("Contributor")

IT IS AGREED

1 USE OF PREMISES

1.1 The Shire permits the Contributor use of the Premises, specifically the Pavilion Function Area, Kitchen and Storage Shed and the Shire's Plant and Equipment contained therein on the terms and conditions set out in this Agreement.

2 CONTRIBUTION

2.1 In consideration for being given the permission to use the Premises and the Shire's Plant and Equipment, the Contributor shall pay to the Shire the Contribution in accordance with Annexure 1 of this Agreement.

3 SCOPE OF AGREEMENT

3.1 Nothing contained in this Agreement shall be construed as granting to the Contributor any interest in the Land comprising the Premises or the Shire's Plant and Equipment, other than a permission to use the Premises and the Shire's Plant and Equipment under the terms and conditions set out in this Agreement.

3.2 This Agreement does not confer exclusive possession of the Premises. The Shire's personnel may enter the Premises at any time for any reasonable purpose and the premises may be hired to the public provided that at least forty eight (48) hours' notice is given to the Contributor.

4 TERM

4.1 The term of this Agreement shall be 12 months commencing on 15th Jan 2019, subject to:

(a) the provisions for earlier termination contained in this Agreement;

5 TERMINATION

5.1 Subject to the other terms and conditions of this Agreement:

(a) the Shire may terminate this Agreement by giving the Contributor one (1) month's notice in writing; and

- (b) the Contributor may terminate this Agreement by giving the Shire one (1) month's notice in writing.

6 USE OF PREMISES AND COMMON AREAS

- 6.1 The Contributor shall use the Premises only for the purpose of providing a personal training, health and fitness service and not for any other purpose.
- 6.2 The Contributor shall not allow any person other than its employees, local residents, community members, subcontractors or its subcontractors' employees to use the Premises without prior approval by the Shire. The Contributor shall ensure that all its employees, local residents, community members, subcontractors and subcontractors' employees comply with the terms of this Agreement at all times while using the Premises.
- 6.3 The Contributor shall not do, or allow to be done, any act or thing that may cause or permit the Common Areas to be used for any purposes other than that for which they were intended or to become damaged or otherwise deteriorate.
- 6.4 While using the Premises and the Common Areas, the Contributor shall not cause obstruction, disruption or annoyance to the Shire, users or occupiers of the other premises in the Building, other users of the Common Areas and any other persons legitimately present in the Building or the Premises.

7 REPAIR, MAINTENANCE AND CLEANING OF THE PREMISES AND THE COMMON AREAS

- 7.1 The Contributor shall:
 - (a) repair, to the satisfaction of the Shire, any damage to the Premises, the Building (including the Common Areas) or the Shire's Plant and Equipment which has been caused by an act or omission of the Contributor or its employee, licensee, contractor or invitee;
 - (b) keep the Premises in a sanitary condition and clear of rubbish or debris and keep the Shire's Plant and Equipment in clean and good condition; and
 - (c) not use the Common Areas for placing rubbish or debris of any kind, except in areas specifically provided for that purpose;but shall not otherwise be required to repair, maintain or clean the Common Areas.
- 7.2 Subject to clause 7.1 above, the Shire shall be responsible for and bear the cost of:
 - (a) all repairs and maintenance of the Building and the Common Areas; and
 - (b) cleaning of such parts of the Common Areas as are not required to be cleaned by the occupiers of the other premises in the Building.

8 OUTGOINGS

- 8.1 The Contributor shall not be liable for or bear the cost of the Shire's outgoing in respect of the Land and the Building, except for the cost referred to in Annexure 1 of this Agreement.

9 GST

- 9.1 Unless otherwise provided in this Agreement, any amount of moneys payable under this Agreement do not include GST and GST must be paid in addition to the amount stated. Any amount which is payable on account of GST as a consequence of any supply made under this Agreement is to be paid to the party making the supply at the same time as payment is made for the relevant supply, subject to the provision of a tax invoice.
- 9.2 The Contributor shall pay the Shire any GST payable by the Shire for any supply made by the Shire and the Contributor hereby indemnifies the Shire in relation to the payment of GST.

10 INSURANCE

- 10.1 The Shire shall insure the Building, for its full reinstatement value, against damage by usual insurable risks. The Shire shall also insure the Shire's Plant and Equipment for their full replacement value.
- 10.2 Any property owned by the Contributor and brought into the Premises, including but not limited to the Contributor's Plant and Equipment, will not be covered under the Shire's insurance and the Contributor shall provide and maintain its own insurance coverage for such property.
- 10.3 The Contributor shall not do or permit to be done any act or thing, which makes void existing insurance policies of the Shire in respect of the Building or the Shire's Plant and Equipment.
- 10.4 The Contributor shall effect and during the term of this Agreement maintain in the form appropriate to the Contributor's activities and acceptable to the Shire:
- (a) Public Liability Insurance for not less than ten million dollars (\$10 million) in respect of a single occurrence and for an unlimited number of claims;

11 RISK

- 11.1 The Contributor shall use the Premises and the Common Areas at the Contributor's own risk and the Contributor hereby releases to the full extent permitted by law the Shire and its agents, contractors and employees from all claims, demands, writs, summonses, actions, suits, proceedings, judgments, orders, decrees, damages, costs, losses and expenses of any nature whatsoever resulting from any accident, damage or injury arising out of or in any way connected with the Contributor's use of the Premises, the Common Areas, the Shire's Plant and Equipment and the Contributor's Plant and Equipment, except to the extent that the accident, damage or injury is due to the act, default or omission of the Shire or its agents, contractors (other than the Contributor) and employees.

12 INDEMNITY

12.1 The Contributor shall defend, hold harmless and indemnify and keep indemnified the Shire against all claims, demands, writs, summonses, actions, suits, proceedings, judgments, orders, decrees, damages, costs, losses and expenses of any nature whatsoever which the Shire may suffer or incur arising out of or in any way connected with the Contributor's use of the Premises, the Common Areas, the Shire's Plant and Equipment and the Contributor's Plant and Equipment.

13 NO ASSIGNMENT

13.1 The Contributor shall not assign this Agreement or any rights relating to this Agreement.

14 NOTICES

14.1 A notice or other communication required or permitted to be given by one party to another must be in writing and:

- (a) delivered personally;
- (b) sent by pre-paid mail to the address of the addressee specified in this Agreement;
- (c) sent by facsimile transmission to the facsimile number of the addressee with acknowledgment of receipt from the facsimile machine of the addressee; or
- (d) sent by email to the email address of the addressee with a request for a "read notification" by the recipient.

14.2 A notice or other communication is taken to have been given (unless otherwise proved):

- (a) if delivered personally, at the time of delivery;
- (b) if mailed, on the second Business Day after posting;
- (c) if sent by facsimile before 4 pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt; or
- (d) if emailed, at the time of the recipient acknowledging receipt by sending a "read notification" to the sender.

14.3 A party may change its address for service by giving notice of that change in writing to the other parties.

15 GOVERNING LAW AND JURISDICTION

15.1 This Agreement is governed by the laws of Western Australia.

15.2 Each party irrevocably submits to the exclusive jurisdiction of the courts of Western Australia.

16 COUNTERPARTS

16.1 This Agreement may be executed in any number of counterparts each of which will be an original but such counterparts together will constitute one and the same instrument and the date of this Agreement will be the date on which it is executed by the last party.

17 WHOLE AGREEMENT

17.1 In relation to the subject matter of this Agreement, this Agreement is the whole agreement between the Parties and this Agreement supersedes all oral and written communications by or on behalf of any of the Parties.

18 NO RELIANCE ON WARRANTIES AND REPRESENTATIONS

18.1 In entering into this Agreement, the Contributor warrants that it has not relied on any oral warranty or representation (whether oral or written) in relation to the subject matter of this Agreement made by any Person; and has relied entirely on its own enquiries in relation to the subject matter of this Agreement.

19 SEVERANCE

19.1 If any part of this Agreement is invalid or unenforceable, this Agreement does not include it. The remainder of this Agreement continues in full force.

20 SAVING - COMMERCIAL TENANCY ACT

20.1 In the event that the Commercial Tenancy Act applies to this Agreement then the terms of this Agreement are subject to the Commercial Tenancy Act and to the extent that any term of this Agreement contravenes or is inconsistent with the Commercial Tenancy Act then that term is to be read down or severed to the extent necessary and the remaining terms of the Agreement are to continue with full force and effect.

21 SPECIAL CONDITIONS

21.1 Those terms appearing under the heading 'Special Conditions' in Annexure 1 shall form part of this Agreement and in the event of any inconsistency between such terms and any other term of the Agreement then the term in Annexure 1 shall prevail to the extent of any inconsistency.

22 DEFINITIONS

22.1 In this Agreement, unless otherwise indicated by the context:

- (a) *Building* means the building erected on the Land delineated and marked Yellow on the Site Plan in Annexure 2 in which the Premises are situated including any modifications, extensions or alterations made after the Commencement Date and also includes plant, equipment, fixtures and fittings on the Land, car parks and Common Areas.
- (b) *Business Day* means a day that is not a Saturday, Sunday, public holiday or bank holiday in Western Australia.

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ATTACHMENT 8.6.6B

- (c) *Commercial Tenancy Act* means the Commercial Tenancy (Retail Shops) Agreement Act 1985 (WA) as amended and varied from time to time;
- (d) *Common Areas* means those parts of the Land and the Building that are set aside or designated for the use of the occupiers of the Building or their visitors, clients, employees and agents in common with each other and the Shire and include the areas delineated and marked Green on the Site Plan in Annexure 2.
- (e) *Contribution* means the amount payable by the Contributor as specified in clause 2 of this Agreement.
- (f) *Expiry Date* means the date specified in Annexure 1.
- (g) *Goods and Services Tax and GST* has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- (h) *Land* means the land specified in Annexure 1.
- (i) *Premises* means that part of the Building known as Boddington Old Pavilion and is hatched in Red on the Floor Plan in Annexure 3.
- (j) *Shire's Plant and Equipment* means the plant and equipment listed in Annexure 4.
- (k) *Term* means the term of this Agreement referred to in clause 4 and any extension or renewal thereof.
- (l) *the Contributor's Plant and Equipment* means the plant and equipment listed in Annexure 5.

EXECUTED AS AN AGREEMENT

Signed on behalf of the Shire of Boddington:



SHIRE OF BODDINGTON
CHIEF EXECUTIVE OFFICER

15/1/19
DATE



SIGNATURE OF NATALIE GIFFITHS

15/1/19
DATE

NAT G PT ABN: 65 276 143 788

ATTACHMENT 8.6.6B

ANNEXURE 1

Land: Part of Reserve 14977, Club Drive Boddington, Boddington.

Commencement Date: 15/1/19

Term: 12 months.

Expiry Date: 14/1/20.

Contribution:

(a) A contribution of \$4,000 plus GST for 12 months' semi-exclusive use, paid in quarterly instalments

Permitted Use: Personal Training, Health and Fitness Service, Group Fitness Centre

Special Conditions:

(a) Nat G PT is permitted to store fitness equipment at the Pavilion;

(b) Usage - all day Monday to Friday and Saturday mornings to 12.00 noon apart from 2 known events – Rodeo Weekend and Rally Event on June long weekend;

(c) If usage is required on the Monday or Friday of the two known event weekends an alternative venue such as the Town Hall or Recreation Centre will be made available at no additional cost;

(d) Carpets are to be professionally cleaned at the Shire's expense prior to the commencement of the agreement and following the two known events mentioned in clause (b).;

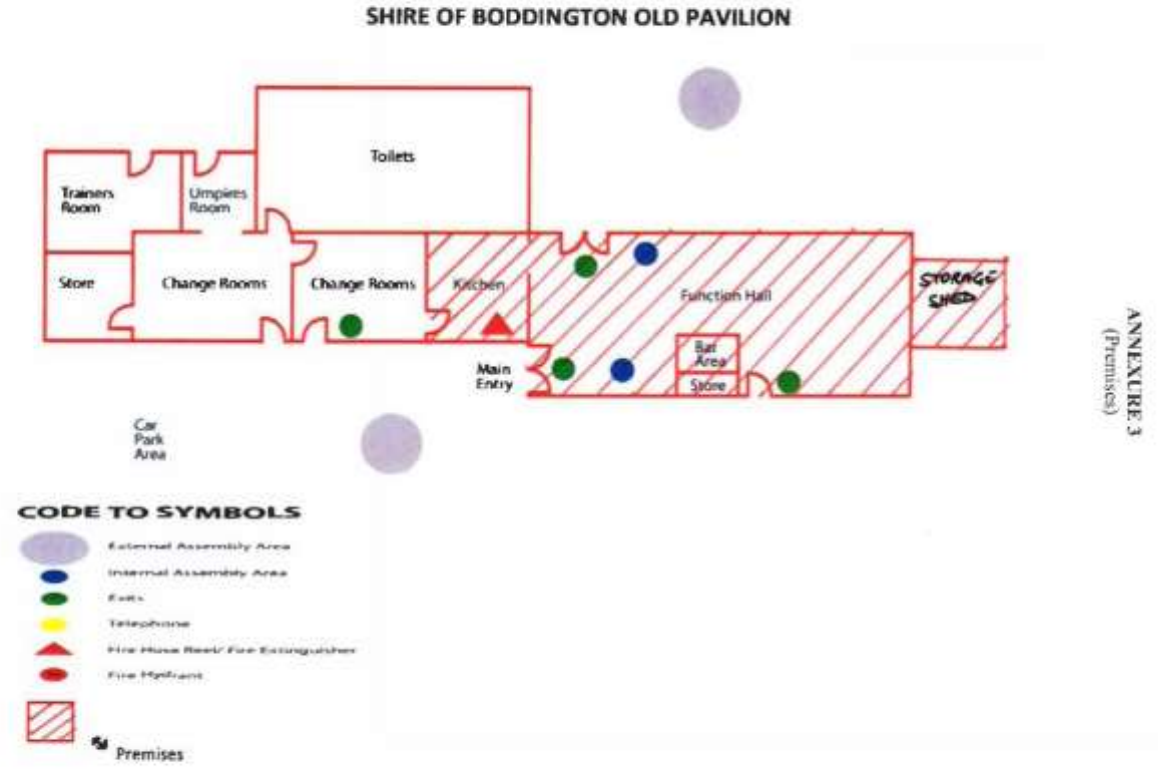
(e) The interior of the pavilion is cleaned professionally at the Shire's expense prior to the commencement of this agreement and following each public hiring by the Shire. The Contributor will be responsible to clean the interior of the Pavilion during their ongoing usage;

(f) Permission is granted to lay removable rubber gym flooring over the top of the existing carpet. This will be at the Contributor's expense;

ATTACHMENT 8.6.6B

- (g) Prior to the commencement of this agreement the Shire will install new locks at its expense to the premises that are not keyed alike to the change rooms;
- (h) The Shire will install 3 commercial power fans at its expense prior to the commencement of the agreement.

ATTACHMENT 8.6.6B



ANNEXURE 4

(Shire's Plant and Equipment)

1. Commercial Refrigerator (Musgroves) in Pavilion function area.
2. Timber & Glass Trophy Cabinet
3. 2 x 1.8m trestle tables
4. 1 x partition/screen
5. 1 x Fischer & Paykel domestic upright freezer in kitchen area
6. 1 x Rinnai Pie Warmer
7. 1 x unbranded domestic upright refrigerator
8. 1 x 5 burner Emilia Gas Range
9. 4 x fixed stainless steel benches (1 with sink and hand basin)
10. 1 x stainless steel topped preparation bench/storage unit
11. 1 x 2 door steel lock-up cabinet
12. 3 x large commercial pedestal fans (yet to be purchased)

ATTACHMENT 8.6.6B

ANNEXURE 5

(Contributor's Plant and Equipment)

To be provided by Contributor

1. Nil

9. ELECTED MEMBERS' MOTION OF WHICH PREVIOUS MOTION HAS BEEN GIVEN:

Nil at this time.

10. URGENT BUSINESS WITHOUT NOTICE WITH THE APPROVAL OF THE PRESIDENT OR MEETING:

Nil at this time.

11. CONFIDENTIAL ITEM:

Move that pursuant to S5.23 (2) (c) of the Local Government Act 1995 as Council is about to discuss contracts to be entered into that the meeting be closed to members of the public.

11.1.1 Boddington Family Support Group - Lease

OFFICER'S RECOMMENDATION – ITEM 11.1.1

Recommended that Council adopt the Recommendation in the Confidential Schedule.

11.1.2 Provision of Cleaning Services

OFFICER'S RECOMMENDATION – ITEM 11.1.2

Recommended that Council adopt the Recommendation in the Confidential Schedule.

11.1.3 Café Hub Tender

OFFICER'S RECOMMENDATION – ITEM 11.1.3

Recommended that Council adopt the Recommendation in the Confidential Schedule.

That the meeting be reopened to the public

12. CLOSURE OF MEETING: