



## AGENDA

### ORDINARY COUNCIL MEETING

**13 MAY 2014**

COMMENCING AT 7:30 PM

COUNCIL CHAMBERS  
THE TOWN OF NARROGIN  
89 EARL STREET  
NARROGIN, WA 6312

**Meaning of and CAUTION concerning Council's "In Principle" support:**

When Council uses this expression it means that: (a) Council is generally in favour of the proposal BUT is not yet willing to give its consent; and (b) Importantly, Council reserves the right to (and may well) either decide against the proposal or to formally support it but with restrictive conditions or modifications.

Therefore, whilst you can take some comfort from Council's "support" you are clearly at risk if you act upon it before Council makes its actual (and binding) decision and communicates that to you in writing.

**Disclaimer:**

**"Warning - Verbal Information & Advice:** Given the inherent unreliability and uncertainty that surrounds verbal communication, the Town strongly recommends that, if a matter is of importance to you, then you should NOT act upon or otherwise rely upon any VERBAL information or advice you receive from the Town unless it is first confirmed in writing."

## **ORDINARY COUNCIL MEETING AGENDA**

**13 May 2014**

- 1. OFFICIAL OPENING/ANNOUNCEMENT OF VISITORS**
  
- 2. RECORD OF ATTENDANCE/APOLOGIES/APPROVED LEAVE OF ABSENCE**
  
- 3. DECLARATION OF INTEREST BY ELECTED MEMBERS AND COUNCIL EMPLOYEES IN MATTERS INCLUDED IN THE MEETING AGENDA**
  
- 4. RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE**
  
- 5. PUBLIC QUESTION TIME**
  
- 6. APPLICATIONS FOR LEAVE OF ABSENCE**
  
- 7. CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS**

<b>OFFICERS RECOMMENDATION</b>
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That Council:

Accept the minutes of the Ordinary Council Meeting held on 22 April 2014 and be confirmed as an accurate record of proceedings.

- 8. ANNOUNCEMENTS BY THE PERSON PRESIDING WITHOUT DISCUSSION**
  
- 9. PETITIONS/DEPUTATIONS/PRESENTATIONS/SUBMISSIONS**

## **10. MATTERS WHICH REQUIRE DECISIONS**

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## **10.1 DEVELOPMENT AND TECHNICAL SERVICES**

### **10.1.282 APPOINTMENT OF AUTHORISED OFFICERS - DOG ACT 1976**

**File Reference:** 19.5.2  
**Disclosure of Interest:** Nil  
**Applicant:** N/A  
**Previous Item Nos:** Item 10.1.754 – October 2012  
Item 10.1.815 - September 2013  
**Date:** 8<sup>th</sup> May 2014  
**Author:** Brian Robinson, Director Technical & Environmental Services

**Attachments:** Nil

#### **Summary:**

Council is requested to confirm the appointment of two additional Authorised Officers under the Dog Act 1976 and review the Registration Officers under both the Dog Act 1976 and the Cat Act 2011.

#### **Background:**

In accordance with the Dog Act 1976 Council's administration officers that are involved in Dog and Cat Registration and control are appointed as either:

- a) Registration Officers – being those staff involved in the registration processes and pound register; and/or
- b) Authorised Officers – being those staff members authorized to enforce the requirements of the Act, including the seizing and destruction of dogs.

Council last reviewed the appointment of authorised officers at its meeting held on the 24<sup>th</sup> September 2013, where the following officers were appointed:

Authorised Officers	Registration Officers
Brian Robinson	Margaret McAuliffe
Guy Maley	Casey Klomp
John Warburton	Aimie Allinson
Paul Christopher Lindley	Chris Warner
Aaron Cook	Narrelle Rowe
	Rhona Hawkins
	Paige Russell

Since that time two of the registration officers being Margaret McAuliffe and Chris Warner have ceased their employment with the Town. It is therefore appropriate for Council to review the authorised officer appointments.

**Comment:**

In addition to the above staff changes, two depot staff have recently completed training in Dangerous Dog Handling and Animal Management Safety. Approval is sought to appoint these staff members as authorised officers in order that may assist the Ranger and Town Foreman in dealing with dog issues within the Town.

**Consultation:**

- CEO Aaron Cook
- Manager of Finance – Ms Rhona Hawkins
- Ranger – Guy Maley

**Statutory Environment:** Dog Act 1976

**Policy Implications:** - Nil

**Financial Implications:**

The cost of advertising the appointments will be wholly contained within the adopted 2013/14 budget.

**Strategic Implications:**

The endorsement of additional authorised officers will increase the number of staff members available to deal with dog related issues (particularly wandering dogs) on a daily basis.

It is also proposed to appoint all staff that attend the front counter as Registration Officers for the purposes of the Dog Act 1976 and Cat 2011 will facilitate Council's enforcement of the Acts and ensure that any staff attending the front counter, may complete the registration of both Dogs and Cats.

**Voting Requirements:** Simple Majority

**OFFICER'S RECOMMENDATION**

1. That Council:

Appoint the following persons as Authorised Officers under the provisions of the Dog Act 1976:

**Authorised Officers**

Brian Robinson  
Guy Maley  
John Warburton  
Paul Christopher Lindley  
Kevin Issacs  
Noel White

Aaron Cook

2. Appoint the following persons as Registration Officers

**Registration Officers**

Casey Klomp  
Aimie Allinson  
Chloe Grout  
Narrelle Rowe  
Rhona Hawkins  
Wendy Russell  
Paige Russell

3. Make arrangements for notification of the above appointments to be placed in the Narrogin Observer.

## **10.1.283 PROPOSED REVIEW OF PARKING FACILITIES LOCAL LAW**

File Reference: 19.6.4  
Disclosure of Interest: Nil  
Applicant: N/A  
Previous Item Nos: Item 10.1.763 – 18<sup>th</sup> December 2012  
Item 10.1.822 – 12<sup>th</sup> November 2013  
Date: 8<sup>th</sup> May 2014  
Author: Brian Robinson

### **Attachments:**

Draft Parking and Parking Facilities 2013 Local Laws.

### **Summary:**

At its November 2013 meeting, Council resolved to advertise a new Draft Local Parking and Parking Facilities Laws for public comment. Council is now requested to consider adopting the new Local Laws having regard to the single submission received.

### **Background:**

The current Town of Narrogin Local Laws relating to Parking Facilities were first introduced in December 1969. Although the Laws have been reviewed and updated on several occasions, there are a number of issues with the current Local Laws, which are summarised as follows:

- a) The prescribed penalties (\$7.00) are significantly out of date and are insufficient;
- b) The Laws do not adequately regulate a number of circumstances including unauthorised parking in disabled parking bays and within 10 metres of an intersection; and
- c) The Local Laws do not provide authorised officers with the ability to tow nor have vehicles impounded.

At its Ordinary Meeting held on the 12<sup>th</sup> November 2013 meeting Council resolved to endorse the Draft Parking and Parking Facilities Local Law for the purpose of advertising.

To ensure the majority of the community were aware of the proposal, advertising of the Draft Local Law was deferred until after the 2013 Christmas period. Advertising of the proposed has now closed with a single submission being received. Details of the submission are contained in the comment section below.

Council is now requested to resolve to adopt the Local Law having regard to the submission received.

### **Comment:**

As detailed in the background section, a single submission was received in respect of the Draft Local Laws, which is summarised as follows:

Author	Comment	Officer Comment	Recommendation
Brian Seale C/- Narrogin Motel PO box 513 NARROGIN	<p>1. The provision of map where facilities are located would assist in assessing the purpose behind the proposal.</p> <p>2. Clause 3.12 should be in bold print consistent with other headings.</p> <p>3. Clause 6.4 should also be in bold print;</p> <p>4. Schedule 1 (Parking region) remains a little confusing without details of what the prohibition areas are that are referred to. Perhaps a map would have clarified this.</p> <p>5. The prescribed offences should have a heading of same at the top of the page to include the words schedule 2.</p>	<p>The Local Laws will apply to all parking facilities operated and managed by the Local Authority (clause 1.7) and thoroughfares (clause 1.8).</p> <p>The author is correct. Heading has now been placed in Bold.</p> <p>The author is correct. Heading has now been placed in Bold.</p> <p>Schedule 1 states the Draft Local Laws would apply to all areas in the Town of Narrogin except for those areas under the care and control of Main Roads. This wording is consistent with other Parking Local Laws in the State.</p> <p>The author is correct. Heading has now been added.</p>	<p>The author be advised according. No modification recommended.</p> <p>The heading be shown in Bold Type as suggested.</p> <p>The heading be shown in Bold Type as suggested.</p> <p>The applicant be advised accordingly. No modification recommended.</p> <p>The appropriate heading be shown at the top of Schedule 2.</p>

A copy of the Draft Local Laws, modified in accordance with the above schedule of submissions, is attached.

#### **Consultation:**

- Ranger – Guy Maley
- Chief Executive Officer – Aaron Cook

#### **Statutory Environment:**

The procedure for making or modifying a Local Law is prescribed by Section 3.12 of the Local Government Act 1995. In summary to modify a Local Law, Council must:

- a) Give notice at a Council meeting of the purpose and effect of the proposed local law;
- b) Give state wide notice over a period not less than 6 weeks;
- c) Provide a copy of the proposed local law and notice to the Minister;
- d) Consider any submissions received and by absolute majority make the Local Law;
- e) Publish the Local Law in the Government Gazette and provide a copy to the Minister; and
- f) After publication in the Government Gazette give local public notice.

#### **Policy Implications:**

Local Laws are prepared, adopted and gazetted in accordance with the provisions of the Local Government Act 1995. In accordance with section 3.16 of the Local Government Act, there is an obligation on Council to periodically review local laws (within a period of 8 years).

The procedure for making or modifying a local law is detailed within section 3.12 of the Act.

**Financial Implications:**

The costs associated with advertising of the Draft Local Laws will be wholly contained within the adopted budget.

An increase in the prescribed penalties as proposed will ensure that the costs associated with the Town's enforcement of the Local Laws will be met.

**Strategic Implications:**

The replacement of the current Parking Local Laws will ensure that appropriate local laws are in place to regulate parking within the Town.

It is furthermore considered that a substantial increase in penalties is required to encourage compliance with parking regulations applicable in the Town.

**Voting Requirements:** Absolute Majority

**OFFICER'S RECOMMENDATION**

That Council:

1. Having regard to the submission received, adopt for final approval, the Draft Parking and Parking Facilities Local Law 2013 subject to the following modifications:
  - a. the heading for clauses 3.12 and 6.4 in bold font type; and
  - b. inclusion of the heading for Schedule 2 -
2. Proceed with making the Local Law Pursuant to Section 3.12 of the Local Government Act 1995.
3. A copy of the proposed modified Local Law be forwarded to the Minister for Local Government pursuant to clause 3.12 3(b) forward a copy of the notice to the Department for Local Government.
4. Following confirmation from the Department for Local Government and the Minister for Local Government that the proposed modifications are acceptable, arrange for a notice to be placed in the Government Gazette and local paper pursuant to section 3.12(5) of the Local Government Act; and
5. Subject to compliance with point 4 above, forward a copy of the Government gazette notice to the Minister for Local Government.

**Absolute Majority Required**

## **LOCAL GOVERNMENT ACT 1995**

### **TOWN OF NARROGIN**

### **PARKING AND PARKING FACILITIES LOCAL LAW 2013**

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## **LOCAL GOVERNMENT ACT 1995**

### **TOWN OF NARROGIN**

### **PARKING AND PARKING FACILITIES LOCAL LAW 2013**

Under the powers conferred by the *Local Government Act 1995* and under all other powers enabling it, the Council of the Town of Narrogin resolved on the --, ----, 2013 to adopt the following Local Law.

#### **PART 1—DEFINITIONS AND OPERATION**

##### **1.1 Title**

This local law may be referred to as the *Town of Narrogin Parking and Parking Facilities Local Law 20013*.

##### **1.2 Purpose and Effect**

- (1) The purpose of this local law is to establish the requirements and conditions with which any persons parking or stopping a vehicle within the district must comply.
- (2) The effect of this local law is to provide for the regulation, control and management of parking and stopping of vehicles generally and for the regulation, control and management of parking facilities.

##### **1.3 Commencement**

This Local Law will come into operation on the fourteenth day after the day on which it is published in the *Government Gazette*.

##### **1.4 Repeal**

The *Town of Narrogin Parking Facilities By-Law No 19* as gazetted on the 11<sup>th</sup> May 1979 and subsequent amendments are repealed.

##### **1.5 Interpretation**

In this Local Law unless the context otherwise requires—

**'ACROD sticker'** means a current parking sticker issued by ACROD Limited (Western Australian Division) a corporation, being a company limited by

guarantee incorporated under the Companies Ordinance 1962 of the Australian Capital Territory;

**'Act'** means the Local Government Act 1995;

'Authorised Person' means a person authorised by the local government under section 9.10 of the Act, to perform any of the functions of an Authorised Person under this Local Law;

**'authorised vehicle'** means a vehicle authorised by the local government, Chief Executive Officer, Authorised Person or by any written law to stop or park on a thoroughfare or on a parking facility;

**'bicycle'** has the meaning given to it by the Code;

**'built-up area'** means the territory contiguous to and including any road—

- (a) on which there is provision for street lighting at intervals of not over 100 m for a distance of at least 500 m or, if the road is shorter than 500 m, for the whole road; or
- (b) which is built up with structures devoted to business, industry or dwelling houses at intervals of less than 100 m for a distance of 500 m or more;

**'bicycle path'** has the meaning given to it by the Code;

**'bus'** has the meaning given to it by the Code;

**'bus embayment'** has the meaning given to it by the Code;

**'bus stop'** has the meaning given to it by the Code;

**'bus zone'** has the meaning given to it by the Code;

**'caravan'** means a vehicle that is fitted or designed to allow human habitation and which is drawn by another vehicle, or which is capable of self-propulsion;

**'carriageway'** means a portion of a road or thoroughfare that is improved, designed or ordinarily used for vehicular traffic and includes the shoulders, and areas, including embayments, at the side or centre of the carriageway, used for the stopping or parking of vehicles; and where a thoroughfare has 2 or more of those portions divided by a median strip, the expression means each of those portions, separately;

**'centre'** in relation to a carriageway, means a line or a series of lines, marks or other indications—

- (a) for a two-way carriageway—placed so as to delineate vehicular traffic travelling in different directions; or
- (b) in the absence of any such lines, marks or other indications—the middle of the main, travelled portion of the carriageway;

**'CEO'** means the Chief Executive Officer of the local government;

**'children's crossing'** has the meaning given to it by the Code;

**'clause'** means a clause of this local law;

**'Code'** means the Road Traffic Code 2000;

**'commercial vehicle'** means a motor vehicle specifically designed or constructed for the conveyance of goods or merchandise, or for the conveyance of materials used in any trade, business, industry or work whatsoever, other than a motor vehicle for the conveyance of

passengers, and includes any motor vehicle that is designed primarily for the carriage of persons, but which has been fitted or adapted for the conveyance of the goods, merchandise or materials referred to, and is in fact used for that purpose;

**'district'** means the district of the local government;

'disabled parking bay' means a part of a parking facility or carriageway which is identified or marked by painted lines, symbols, inscriptions or signs as a bay for the parking of vehicles driven by or carrying a disabled person;

**'driver'** means any person driving or in control of a vehicle;

**'edge line'** means a line marked along the carriageway at or near the far left or the far right of the carriageway;

**'emergency vehicle'** has the meaning given to it by the Code;

**'footpath'** has the meaning given to it by the Code;

**'GVM'** (which stands for 'gross vehicle mass') has the meaning given to it by the Code;

**'Keep Clear Area'** means a portion of a carriageway that lies—

- (a) between 2 consecutive signs inscribed with the words "KEEP CLEAR" and each with an arrow pointing generally towards the other; or
- (b) between a sign inscribed with the words "KEEP CLEAR" and whichever of the following that lies in the general direction indicated by an arrow inscribed on the sign—
  - (i) the end of the carriageway; or
  - (ii) an area in which stopping is prohibited; or
  - (iii) the furthest point of "KEEP CLEAR" markings.

**'keep clear marking'** means the words 'keep clear' marked across all or part of a carriageway, with or without continuous lines marked across all or part of the carriageway;

**'Loading Zone'** means a parking stall, which is set aside for use by commercial vehicles if there is a sign referable to that stall marked 'Loading Zone';

**'local government'** means the local government of the Town of Narrogin;

**'mail zone'** has the meaning given to it by the Code;

**'median strip'** has the meaning given to it by the Code;

**'motorcycle'** has the meaning given to it by the Code;

**'motor vehicle'** means a self-propelled vehicle that is not operated on rails; and the expression includes a trailer, semi-trailer or caravan while attached to a motor vehicle, but does not include a power assisted pedal cycle;

**'no parking area'** means a portion of a carriageway or parking facility that lies—

- (a) between 2 or more consecutive 'no parking signs' each with an arrow pointing each way or generally towards each other; or
- (b) between a sign inscribed with the symbol denoting 'no parking' and whichever of the following that lies in the general direction indicated by arrows inscribed on the sign—
  - (i) the end of the carriageway; or

(ii) an area in which a 'no parking sign' applies;

**'no parking sign'** means a sign with the words 'no parking' in red letters on a white background, or the letter 'P' within a red annulus and a red diagonal line across it on a white background;

**'no stopping area'** means a portion of a carriageway that lies—

- (a) between 2 or more consecutive 'no stopping signs' each with an arrow pointing each way or generally towards each other; or
- (b) between a sign inscribed with the symbol denoting 'no stopping' and whichever of the following that lies in the general direction indicated by arrows inscribed on the sign to—
  - (i) the end of the carriageway; or
  - (ii) an area to which a no stopping sign applies; or
- (c) adjacent to a continuous yellow 'edge line';

**'no stopping sign'** means a sign with the words 'no stopping' or 'no standing' in red letters on a white background or the letter 'S' within a red annulus and a red diagonal line across it on a white background;

**'occupier'** has the meaning given to it by the Act;

**'owner'**—

- (a) where used in relation to a vehicle licensed under the Road Traffic Act, means the person in whose name the vehicle has been registered under that Road Traffic Act;
  - (b) where used in relation to any other vehicle, means the person who owns, or is entitled to possession of that vehicle; and
  - (c) where used in relation to land, has the meaning given to it by the Act;
- 'park'** in relation to a vehicle, means to permit a vehicle, whether attended or not by any person, to remain stationary except for the purpose of—
- (a) avoiding conflict with other traffic; or
  - (b) complying with the provisions of any law; or
  - (c) taking up or setting down persons or goods (*maximum of 2 minutes*);

**'parking area'** has the meaning given to it by the Code;

**'parking bay'** has the same meaning as parking stall;

**'parking facilities'** includes land, buildings, shelters, parking stalls and other facilities open to the public generally for the parking of vehicles and signs, notices and facilities used in connection with the parking of vehicles;

**'parking region'** means the area described in Schedule 1;

**'parking stall'** means a section or part of a thoroughfare or of a parking station which is marked or defined by painted lines, metallic studs, coloured bricks or pavers or similar devices for the purpose of indicating where a vehicle may be parked;

**'parking station'** means parking facilities, land or structure provided for the purpose of accommodating vehicles;

**'path'** has the same meaning as footpath;

**'pedestrian crossing'** has the meaning given to it by the Code;

**'public place'** means any place to which the public has access whether or not that place is on private property;

**'reserve'** means any land—

- (a) which belongs to the local government;
- (b) of which the local government is the management body under the *Land Administration Act 1997*; or
- (c) which is an 'otherwise unvested facility' within section 3.53 of the Act;

**'Road Traffic Act'** means the *Road Traffic Act 1974*;

**'Schedule'** means a Schedule to this Local Law;

**'shared zone'** has the meaning given to it by the Code;

**'sign'** includes a parking control sign, as defined in the Code or other traffic sign, inscription, road marking, painted line, mark, structure or device approved by the local government on which may be shown words, numbers, expressions or symbols, and which is placed on or near a thoroughfare or within a parking station or reserve for the purpose of prohibiting, regulating, guiding, directing or restricting the stopping and parking of vehicles;

**'special purpose vehicle'** has the meaning given to it by the Code;

**'stop'** in relation to a vehicle means to stop a vehicle and permit it to remain stationary, except for the purposes of avoiding conflict with other traffic or of complying with the provisions of any law;

**'symbol'** includes any symbol specified by Australian Standard 1742.11-1999 and any symbol specified from time to time by Standards Australia for use in the regulation of parking and any reference to the wording of any sign in this Local Law shall be also deemed to include a reference to the corresponding symbol;

**'taxi'** means a taxi within the meaning of the *Taxi Act 1994* or a taxi-car in section 47Z of the *Transport Co-ordination Act 1966*;

**'taxi zone'** has the meaning given to it by the Code;

**'thoroughfare'** has the meaning given to it by the Act;

**'traffic island'** has the meaning given to it by the Code;

**'trailer'** means any vehicle without motive power of its own, designed for attachment to a motor vehicle for the purpose of being towed, but does not include the rear portion of an articulated vehicle, or a side car;

**'vehicle'** has the meaning given to it by the Code;

**'verge'** means the portion of a thoroughfare which lies between the boundary of a carriageway and the adjacent property line but does not include a footpath.

## 1.6 Application of Particular Definitions

(1) For the purposes of the application of the definitions 'no parking area' and 'parking area' an arrow inscribed on a traffic sign erected at an angle to the boundary of the carriageway is deemed to be pointing in the direction in which it would point, if the signs were turned at an angle of less than 90 degrees until parallel with the boundary.

(2) Unless the context otherwise requires, where a term is used, but not defined, in this Local Law, and that term is defined in the Road Traffic Act or in the Code, then the term shall have the meaning given to it in that Act or the Code.

### **1.7 Application and pre-existing signs**

- (1) Subject to subclause (2), this Local Law applies to the parking region.
- (2) This Local Law does not apply to a parking facility or a parking station that is not occupied, managed or controlled by the local government, unless the local government and the owner or occupier of that land, facility or station have agreed in writing that this Local Law will apply to that land, facility or station.
- (3) The agreement referred to in subclause (2) may be made on such terms and conditions as the parties may agree.
- (4) A sign that—
  - (i) was erected by the local government or the Commissioner of Main Roads prior to the coming into operation of this Local Law; and
  - (ii) relates to the parking of vehicles within the parking region, shall be deemed for the purposes of this Local Law to have been erected by the local government under the authority of this Local Law.
- (5) An inscription or symbol on a sign referred to in subclause (4) operates and has effect according to its tenor, and where the inscription or symbol relates to the stopping of vehicles, it shall be deemed for the purposes of this Local Law to operate and have effect as if it related to the parking of vehicles.
- (6) The provisions of Parts (2), (3) and (4) do not apply to a bicycle parked at a bicycle rail or bicycle rack.

### **1.8 Classes of vehicles**

For the purpose of this Local Law, vehicles are divided into classes as follows—

- (a) buses;
- (b) commercial vehicles;
- (c) motorcycles and bicycles;
- (d) taxis; and
- (e) all other vehicles.

### **1.9 Part of thoroughfare to which sign applies**

Where under this Local Law the parking of vehicles in a thoroughfare is controlled by a sign, the sign shall be read as applying to that part of the thoroughfare which—

- (1) lies beyond the sign;
- (2) lies between the sign and the next sign beyond that sign; and
- (3) is on that side of the thoroughfare nearest to the sign.

### **1.10 Powers of the local government**

The local government may, by resolution, prohibit or regulate by signs or otherwise, the stopping or parking of any vehicle or any class of vehicles in any part of the parking region but must do so consistently with the provisions of this Local Law.

## **PART 2—PARKING STALLS AND PARKING STATIONS**

### **2.1 Determination of parking stalls and parking stations**

The local government may by resolution constitute, determine and vary and also indicate by signs—

- (a) parking stalls;
- (b) parking stations;
- (c) permitted time and conditions of parking in parking stalls and parking stations which may vary with the locality;
- (d) permitted classes of vehicles which may park in parking stalls and parking stations;
- (e) permitted classes of persons who may park in specified parking stalls or parking stations; and
- (f) the manner of parking in parking stalls and parking stations.

### **2.2 Vehicles to be within parking stalls on thoroughfare**

(1) Subject to subclause (2), (3) and (4), a person shall not park a vehicle in a parking stall in a thoroughfare otherwise than—

- (a) parallel to and as close to the kerb as is practicable;
- (b) wholly within the stall; and
- (c) headed in the direction of the movement of traffic on the side of the thoroughfare in which the stall is situated.

(2) Subject to subclause (3) where a parking stall in a thoroughfare is set out otherwise than parallel to the kerb, then a person must park a vehicle in that stall wholly within it.

(3) If a vehicle is too long or too wide to fit completely within a single parking stall then the person parking the vehicle shall do so within the minimum number of parking stalls needed to park that vehicle.

(4) A person shall not park a vehicle partly within and partly outside a parking area.

### **2.3 Parking prohibitions and restrictions**

(1) A person shall not—

- (a) park a vehicle so as to obstruct an entrance to, or an exit from a parking station, or an access way within a parking station;
- (b) except with the permission of the local government or an Authorised Person park a vehicle on any part of a parking station contrary to a sign referable to that part;
- (c) permit a vehicle to park on any part of a parking station, if an Authorised Person directs the driver of such vehicle to move the vehicle; or
- (d) park or attempt to park a vehicle in a parking stall in which another vehicle is parked but this paragraph does not prevent the parking of a

motorcycle and a bicycle together in a stall marked 'M/C', if the bicycle is parked in accordance with subclause (2).

(2) Notwithstanding the provisions of subclause (1)(b) a driver may park a vehicle in a permissive parking stall or station (except in a parking area for people with disabilities) for twice the length of time allowed, provided that—

- (a) the driver's vehicle displays an ACROD sticker; and
- (b) a person with disabilities to which that ACROD sticker relates is either the driver of or a passenger in the vehicle.

## **PART 3—PARKING GENERALLY**

### **3.1 Restrictions on parking in particular areas**

(1) Subject to subclause (2), a person shall not park a vehicle in a thoroughfare or part of a thoroughfare, or part of a parking station—

- (a) if by a sign it is set apart for the parking of vehicles of a different class;
- (b) if by a sign it is set apart for the parking of vehicles by persons of a different class; or
- (c) during any period when the parking of vehicles is prohibited by a sign.

(2) (a) This subclause applies to a driver if—

- (i) the driver's vehicle displays an ACROD sticker; and
- (ii) a disabled person to which the ACROD sticker relates is either the driver of the vehicle or a passenger in the vehicle.

(b) The driver may park a vehicle in a thoroughfare or a part of a thoroughfare or part of a parking station, except in a thoroughfare or a part of a thoroughfare or part of a parking station to which a disabled parking sign relates for twice the period indicated on the sign.

(3) A person shall not park a vehicle—

- (a) in a no parking area;
- (b) in a parking area, except in accordance with the signs associated with the parking area and with this Local Law;
- (c) in a stall marked 'M/C' unless it is a motorcycle without a sidecar or a trailer, or it is a bicycle.

(4) A person shall not park a motorcycle without a sidecar or a trailer, or a bicycle in a parking stall unless the stall is marked 'M/C'.

(5) A person shall not, without the prior permission of the local government, the CEO, or an Authorised Person, park a vehicle in an area designated by a sign stating 'Authorised Vehicles Only'.

### **3.2 Parking vehicle on a carriageway**

(1) A person parking a vehicle on a carriageway other than in a parking stall shall park it—

- (a) in the case of a two-way carriageway, so that it is as near as practicable to and parallel with, the left boundary of the carriageway and headed in the direction of the movement of traffic on the side of the thoroughfare on which the vehicle is parked;

- (b) in the case of a one-way carriageway, so that it is as near as practicable to and parallel with either boundary of the carriageway and headed in the direction of the movement of traffic on the side of the thoroughfare on which the vehicle is parked;
  - (c) so that at least 3 metres of the width of the carriageway lies between the vehicle and the farther boundary of the carriageway, or any continuous line or median strip, or between the vehicle and a vehicle parked on the farther side of the carriageway;
  - (d) so that the front and the rear of the vehicle respectively is not less than 1 metre from any other vehicle, except a motorcycle without a trailer, or a bicycle parked in accordance with this Local Law; and
  - (e) so that it does not obstruct any vehicle on the carriageway, unless otherwise indicated on a parking sign or markings on the roadway.
- (2) In this clause, 'continuous dividing line' means—
- (a) a single continuous dividing line only;
  - (b) a single continuous dividing line to the left or right of a broken dividing line; or
  - (c) 2 parallel continuous dividing lines.

### **3.3 When parallel and right-angled parking apply**

Where a traffic sign associated with a parking area is not inscribed with the words 'angle parking' (or with an equivalent symbol depicting this purpose), then unless a sign associated with the parking area indicates, or marks on the carriageway indicate, that vehicles have to park in a different position, where the parking area is—

- (a) adjacent to the boundary of a carriageway, a person parking a vehicle in the parking area shall park it as near as practicable to and parallel with that boundary; and
- (b) at or near the centre of the carriageway, a person parking a vehicle in that parking area shall park it at approximately right angles to the centre of the carriageway.

### **3.4 When angle parking applies**

- (1) This clause does not apply to—
- (a) a passenger vehicle or a commercial vehicle with a mass including any load, of over three tonnes; or
  - (b) a person parking either a motor cycle without a trailer or a bicycle.
- (2) Where a sign associated with a parking area is inscribed with the words 'angle parking' (or with an equivalent symbol depicting this purpose), a person parking a vehicle in the area shall park the vehicle at an angle of approximately 45 degrees to the centre of the carriageway unless otherwise indicated by the inscription on the parking sign or by marks on the carriageway.

### **3.5 General prohibitions on parking**

- (1) (a) This clause does not apply to a vehicle parked in a parking stall nor to a bicycle in a bicycle rack.
- (b) Subclauses (2)(c), (e) and (g) do not apply to a vehicle which parks in a bus embayment.
- (2) Subject to any law relating to intersections with traffic control signals a person shall not park a vehicle so that any portion of the vehicle is—
- (a) between any other stationary vehicles and the centre of the carriageway;
  - (b) on or adjacent to a median strip;
  - (c) obstructing a right of way, private drive or carriageway or so close as to deny a vehicle reasonable access to or egress from the right of way, private drive or carriageway;
  - (d) alongside or opposite any excavation, works, hoarding, scaffolding or obstruction on the carriageway, if the vehicle would obstruct traffic;
  - (e) on or within 10 metres of any portion of a carriageway bounded by a traffic island;
  - (f) on any footpath or pedestrian crossing;
  - (g) between the boundaries of a carriageway and any double longitudinal line consisting of two continuous lines or between a double longitudinal line consisting of a continuous line and a broken or dotted line and the boundary of a carriageway nearer to the continuous line, unless there is a distance of at least 3 metres clear between the vehicle and the double longitudinal line;
  - (h) on an intersection, except adjacent to a carriageway boundary that is not broken by an intersecting carriageway;
  - (i) within 1 metre of a fire hydrant or fire plug, or of any sign or mark indicating the existence of a fire hydrant or fire plug;
  - (j) within 3 metres of a public letter pillar box, unless the vehicle is being used for the purposes of collecting postal articles from the pillar box; or
  - (k) within 10 metres of the nearer property line of any thoroughfare intersecting the thoroughfare on the side on which the vehicle is parked, unless a sign or markings on the carriageway indicate otherwise.
- (3) A person shall not park a vehicle so that any portion of the vehicle is within 10 metres of the departure side of—
- (a) a sign inscribed with the words 'Bus Stop' or 'Hail Bus Here' (or with equivalent symbols depicting these purposes) unless the vehicle is a bus stopped to take up or set down passengers; or
  - (b) a children's crossing or pedestrian crossing.
- (4) A person shall not park a vehicle so that any portion of the vehicle is within 20 metres of the approach side of—
- (a) a sign inscribed with the words 'Bus Stop' or 'Hail Bus Here' (or with equivalent symbols depicting these purposes) unless the vehicle is a bus stopped to take up or set down passengers;
  - (b) a children's crossing or pedestrian crossing.

(5) A person shall not park a vehicle so that any portion of the vehicle is within 20 metres of either the approach side or the departure side of the nearest rail of a railway level crossing.

### **3.6 Authorised person may order vehicle on thoroughfare to be moved**

The driver of a vehicle shall not park that vehicle on any part of a thoroughfare in contravention of this Local Law after an Authorised Person has directed the driver to move it.

### **3.7 Authorised person may mark tyres**

(1) An Authorised Person may mark the tyres of a vehicle parked in a parking facility with chalk or any other non-indelible substance for a purpose connected with or arising out of his or her duties or powers.

(2) A person shall not remove a mark made by an Authorised Person so that the purpose of the affixing of such a mark is defeated or likely to be defeated.

### **3.8 No movement of vehicles to avoid time limitation**

(1) Where the parking of vehicles in a parking facility is permitted for a limited time, a person shall not move a vehicle within the parking facility so that the total time of parking exceeds the maximum time allowed for parking in the parking facility.

(2) Where the parking of vehicles in a thoroughfare is permitted for a limited time, a person shall not move a vehicle along that thoroughfare so that the total time of parking exceeds the maximum time permitted, unless the vehicle has first been removed from the thoroughfare for at least 2 hours.

### **3.9 No parking of vehicles exposed for sale and in other circumstances**

A person shall not park a vehicle on any portion of a thoroughfare—

- (a) for the purpose of exposing it for sale;
- (b) if that vehicle is not licensed under the Road Traffic Act;
- (c) if that vehicle is a trailer or a caravan unattached to a motor vehicle; or
- (d) for the purpose of effecting repairs to it, other than the minimum repairs necessary to enable the vehicle to be moved to a place other than a thoroughfare.

### **3.10 Parking on private land**

(1) In this clause a reference to 'land' does not include land—

- (a) which belongs to the local government;
- (b) of which the local government is the management body under the *Land Administration Act 1997*;
- (c) which is an 'otherwise unvested facility' within section 3.53 of the Act;

- (d) which is the subject of an agreement referred to in clause 1.7(2).
- (2) A person shall not park a vehicle on land without the consent of the owner or occupier of the land on which the vehicle is parked.
- (3) Where the owner or occupier of the land, by a sign referable to that land or otherwise, consents to the parking of vehicles of a specified class or classes on the land for a limited period, a person shall not park a vehicle on the land otherwise than in accordance with the consent.

### **3.11 Parking on reserves**

No person other than an employee of the local government in the course of his or her duties or a person authorised by the local government shall drive or park a vehicle upon or over any portion of a reserve other than upon an area specifically set aside for that purpose.

### **3.12 Suspension of parking limitations for urgent, essential or official duties**

- (1) Where by a sign the parking of vehicles is permitted for a limited time on a portion of a thoroughfare or parking facility, the local government, the CEO or an Authorised Person may, subject to the Code, permit a person to park a vehicle in that portion of the thoroughfare or parking facility for longer than the permitted time in order that the person may carry out urgent, essential or official duties.
- (2) Where permission is granted under subclause (1), the local government, the CEO or an Authorised Person may prohibit the use by any other vehicle of that portion of the thoroughfare or parking facility to which the permission relates, for the duration of that permission.

## **PART 4—PARKING AND STOPPING GENERALLY**

### **4.1 No stopping and no parking signs, keep clear areas and yellow edge lines**

#### **(1) No stopping**

A driver shall not stop on a length of carriageway, or in an area, to which a 'no stopping' sign applies or in a 'keep clear area'.

#### **(2) No parking**

A driver shall not stop on a length of carriageway or in an area to which a 'no parking' sign applies, unless the driver is—

- (a) dropping off, or picking up, passengers or goods;
- (b) does not leave the vehicle unattended; and
- (c) completes the dropping off, or picking up, of the passengers or goods within 2 minutes of stopping and drives on.

'unattended', in relation to a vehicle, means that the driver has left the vehicle so that the driver is more than 3 metres from the closest point of the vehicle.

#### **(3) No stopping on a carriageway with yellow edge lines**

A driver shall not stop at the side of a carriageway marked with a continuous yellow edge line.

## **PART 5—STOPPING IN ZONES FOR PARTICULAR VEHICLES**

### **5.1 Stopping in a loading zone**

A person shall not stop a vehicle in a loading zone unless it is—

- (a) a motor vehicle used for commercial or trade purposes engaged in the picking up or setting down of goods; or
- (b) a motor vehicle that completes the dropping off or picking up of passengers within 2 minutes of stopping and then drives on, but, in any event, shall not remain in that loading zone—
- (c) for longer than a time indicated on the ‘loading zone’ sign; or
- (d) longer than 30 minutes (if no time is indicated on the sign).

### **5.2 Stopping in a taxi zone or a bus zone**

(1) A driver shall not stop in a taxi zone, unless the driver is driving a taxi.

(2) A driver shall not stop in a bus zone unless the driver is driving a public bus, or a bus of a type that is permitted to stop at the bus zone by information on or with the ‘bus zone’ sign applying to the bus zone.

### **5.3 Stopping in a mail zone**

A person shall not stop a vehicle in a mail zone.

### **5.4 Other limitations in zones**

A person shall not stop a vehicle in a zone to which a traffic sign applies if stopping the vehicle would be contrary to any limitation in respect to classes of persons or vehicles, or specific activities allowed, as indicated by additional words on a traffic sign that applies to the zone.

## **PART 6—OTHER PLACES WHERE STOPPING IS RESTRICTED**

### **6.1 Stopping in a shared zone**

A driver shall not stop in a shared zone unless—

- (1) the driver stops at a place on a length of carriageway, or in an area, to which a parking control sign applies and the driver is permitted to stop at that place under this Local Law;
- (2) the driver stops in a parking bay and the driver is permitted to stop in the parking bay under this Local Law;
- (3) the driver is dropping off, or picking up, passengers or goods; or
- (4) the driver is engaged in door-to-door delivery or collection of goods, or in the collection of waste or garbage.

### **6.2 Double parking**

(1) A driver shall not stop a vehicle so that any portion of the vehicle is between any other stopped vehicle and the centre of the carriageway.

(2) This clause does not apply to—

- (a) a driver stopped in traffic; or

- (b) a driver angle parking on the side of the carriageway or in a median strip parking area, in accordance with this Local Law.

### **6.3 Stopping near an obstruction**

A driver shall not stop on a carriageway near an obstruction on the carriageway in a position that further obstructs traffic on the carriageway.

### **6.4 Stopping on a bridge or in a tunnel, etc.**

(1) A driver shall not stop a vehicle on a bridge, causeway, ramp or similar structure unless—

- (a) the carriageway is at least as wide on the structure as it is on each of the approaches and a traffic sign does not prohibit stopping or parking; or
- (b) the driver stops at a place on a length of carriageway, or in an area, to which a parking control sign applies and the driver is permitted to stop at that place under this Local Law.

(2) A driver shall not stop a vehicle in a tunnel or underpass unless—

- (a) the carriageway is at least as wide in the tunnel or underpass as it is on each of the approaches and a traffic sign does not prohibit stopping or parking; or
- (b) the driver of a motor vehicle stops at a bus stop, or in a bus zone or parking area marked on the carriageway, for the purpose of setting down or taking up passengers.

### **6.5 Stopping on crests, curves, etc.**

(1) Subject to subclause (2), a driver shall not stop a vehicle on, or partly on, a carriageway, in any position where it is not visible to the driver of an overtaking vehicle, from a distance of 50 metres within a built-up area, and from a distance of 150 metres outside a built-up area.

(2) A driver may stop on a crest or curve on a carriageway that is not in a built-up area if the driver stops at a place on the carriageway, or in an area, to which a parking control sign applies and the driver is permitted to stop at that place under this Local Law.

### **6.6 Stopping near a fire hydrant etc**

(1) A driver shall not stop a vehicle so that any portion of the vehicle is within one metre of a fire hydrant or fire plug, or of any sign or mark indicating the existence of a fire hydrant or fire plug, unless—

- (a) the driver is driving a public bus, and the driver stops in a bus zone or at a bus stop and does not leave the bus unattended; or
- (b) the driver is driving a taxi, and the driver stops in a taxi zone and does not leave the taxi unattended.

(2) In this clause a driver leaves the vehicle 'unattended' if the driver leaves the vehicle so the driver is over 3 metres from the closest point of the vehicle.

## **6.7 Stopping at or near a bus stop**

(1) A driver shall not stop a vehicle so that any portion of the vehicle is within 20 metres of the approach side of a bus stop, or within 10m of the departure side of a bus stop, unless—

- (a) the vehicle is a public bus stopped to take up or set down passengers; or
- (b) the driver stops at a place on a length of carriageway, or in an area, to which a parking control sign applies and the driver is permitted to stop at that place under this Local Law.

(2) In this clause—

- (a) distances are measured in the direction in which the driver is driving; and
- (b) a trailer attached to a public bus is deemed to be a part of the public bus.

## **6.8 Stopping on a path, median strip, or traffic island**

The driver of a vehicle (other than a bicycle or an animal) shall not stop so that any portion of the vehicle is on a path, traffic island or median strip, unless the driver stops in an area, to which a parking control sign applies and the driver is permitted to stop at that place under this Local Law.

## **6.9 Stopping on verge**

(1) A person shall not—

- (a) stop a vehicle (other than a bicycle);
- (b) stop a commercial vehicle or any combination of vehicles that exceeds 4.5 tonnes GVM, a bus, a trailer or caravan unattached to a motor vehicle; or
- (c) stop any vehicle (other than a bicycle) during any period when the stopping of vehicles on that verge is prohibited by a sign adjacent and referable to that verge, so that any portion of it is on a verge.

(2) Subclause (1)(a) does not apply to the person if he or she is the owner or occupier of the premises adjacent to that verge, or is a person authorised by the occupier of those premises to stop the vehicle so that any portion of it is on the verge.

(3) Subclause (1)(b) does not apply to a commercial vehicle or any vehicle with a GVM that exceeds 4.5 tonnes when it is being loaded or unloaded with reasonable expedition with goods, merchandise or materials collected from or delivered to the premises adjacent to the portion of the verge on which the vehicle is parked, provided no obstruction is caused to the passage of any vehicle or person using a carriageway or a path.

## **6.10 Obstructing access to and from a path, driveway, etc.**

(1) A driver shall not stop a vehicle so that any portion of the vehicle is in front of a path, in a position that obstructs access by vehicles or pedestrians to or from that path, unless—

- (a) the driver is dropping off, or picking up, passengers; or

- (b) the driver stops in a parking stall and the driver is permitted to stop in the parking stall under this Local Law.
- (2) A driver shall not stop a vehicle on or across a driveway or other way of access for vehicles travelling to or from adjacent land, unless—
- (a) the driver is dropping off, or picking up, passengers; or
  - (b) the driver stops in a parking stall and the driver is permitted to stop in the parking stall under this Local Law.

#### **6.11 Stopping near a letter box**

A driver shall not stop a vehicle so that any portion of the vehicle is within 3 metres of a public letter box, unless the driver—

- (a) is dropping off, or picking up, passengers or mail; or
- (b) stops at a place on a length of carriageway, or in an area, to which a parking control sign applies and the driver is permitted to stop at that place under this Local Law.

#### **6.12 Stopping on a carriageway—heavy and long vehicles**

(1) A person shall not park a vehicle or any combination of vehicles on any part of a carriageway that, together with any projection on, or load carried by, the vehicle or combination of vehicles, is 7.5 metres or more in length or exceeds a GVM of 4.5 tonnes—

- (a) in a built up area, for any period exceeding one hour, unless engaged in the picking up or setting down of goods; or
- (b) outside of a built up area, except if parked on the shoulder of the carriageway or in a truck bay or other area set aside by the local government for the parking of goods vehicles.

(2) Nothing in this clause mitigates the limitations or conditions imposed by any other clause or by any local law or traffic sign relating to the parking or stopping of vehicles.

#### **6.13 Stopping on a carriageway with motor cycle parking sign**

The driver of a vehicle shall not stop on a length of carriageway, or in an area, to which a 'motor cycle parking' sign applies, or an area marked 'M/C' unless—

- (a) the vehicle is a motor cycle; or
- (b) the driver is dropping off, or picking up, passengers.

## **6.14 Stopping in a parking stall for people with disabilities**

- (1) A driver shall not stop in a parking area for people with disabilities unless—
  - (a) the driver's vehicle displays an ACROD sticker; and
  - (b) either the driver or the passenger in that vehicle is a person with disabilities.
- (2) In this clause a 'parking area for people with disabilities' is a length or area—
  - (a) to which a 'permissive parking' sign displaying a people with disabilities symbol applies;
  - (b) to which a 'people with disabilities parking' sign applies;
  - (c) indicated by a road marking (a 'people with disabilities road marking') that consists of, or includes, a people with disabilities symbol; or
  - (d) set aside within a parking region as a 'parking stall for use of a disabled person' under the *Local Government (Parking for Disabled Persons) Regulations 1988*.

## **PART 7—MISCELLANEOUS**

### **7.1 Removal of notices on vehicle**

A person, other than the driver of the vehicle or a person acting under the direction of the driver of the vehicle, shall not remove from the vehicle any notice put on the vehicle by an Authorised Person.

### **7.2 Unauthorised signs and defacing of signs**

A person shall not without the authority of the local government—

- (a) mark, set up or exhibit a sign purporting to be or resembling a sign marked, set up or exhibited by the local government under this Local Law;
- (b) remove, deface or misuse a sign or property, set up or exhibited by the local government under this Local Law or attempt to do any such act; or
- (c) affix a board, sign, placard, notice or other thing to or paint or write upon any part of a sign set up or exhibited by the local government under this Local Law.

### **7.3 Signs must be complied with**

An inscription or symbol on a sign operates and has effect according to its tenor and a person contravening the direction on a sign commits an offence under this Local Law.

### **7.4 General provisions about signs**

- (1) A sign marked, erected, set up, established or displayed on or near a thoroughfare is, in the absence of evidence to the contrary presumed to be a sign marked, erected, set up, established or displayed under the authority of this Local Law.

(2) The first 3 letters of any day of the week when used on a sign indicate that day of the week.

## **7.5 Special purpose and emergency vehicles**

Notwithstanding anything to the contrary in this Local Law, the driver of—

- (a) a special purpose vehicle may, only in the course of his or her duties and when it is expedient and safe to do so, stop, or park the vehicle in any place, at any time; and
- (b) an emergency vehicle may, in the course of his or her duties and when it is expedient and safe to do so or where he or she honestly and reasonably believes that it is expedient and safe to do so, stop, or park the vehicle at any place, at any time.

## **PART 8—PENALTIES**

### **8.1 Offences and penalties**

- (1) Any person who fails to do anything required or directed to be done under this Local Law, or who does anything which under this Local Law that person is prohibited from doing, commits an offence.
- (2) An offence against any provision of this Local Law is a prescribed offence for the purposes of section 9.16(1) of the Act.
- (3) Any person who commits an offence under this Local Law shall be liable, upon conviction, to a penalty not exceeding \$5,000, and if the offence is of a continuing nature, to an additional penalty not exceeding \$500 for each day or part of a day during which the offence has continued.
- (4) The amount appearing in the final column of Schedule 2 directly opposite a clause specified in that Schedule is the modified penalty for an offence against that clause.

### **8.2 Form of notices**

For the purposes of this Local Law—

- (a) the form of the notice referred to in section 9.13 of the Act is that of Form 1 in Schedule 3;
- (b) the form of the infringement notice referred to in section 9.17 of the Act is that of Form 2 in Schedule 3;
- (c) the form of the infringement notice referred to in section 9.17 of the Act which incorporates the notice referred to in section 9.13 of the Act, is that of Form 3 in Schedule 3; and
- (d) the form of the notice referred to in section 9.20 of the Act is that of Form 4 in Schedule 3; and
- (e) the form of the notice referred to in section 3.42 (1) (b) of the Act is that of Form 5 in Schedule 3.

## **PART 9—OBSTRUCTING VEHICLES**

### **9.1 Removal and impounding of vehicles**

- (1) Within the parking region, a person shall not leave a vehicle or any part of a vehicle on a thoroughfare, in a public place or in a place that an agreement under clause 1.7 (2) of this local law operates so that it obstructs the use of any part of that thoroughfare, public place or land without the permission of the local government or unless authorised under any written law.
- (2) A person will not contravene subclause (1) where the vehicle is left for a period not exceeding 24 hours.
- (3) A vehicle which is left in contravention of sub-clause (1) is deemed to be obstructing the lawful use of that place which is a contravention that can lead to impounding for the purposes of section 3.37 of the Act.
- (4) An Authorised Person may remove and impound any vehicle found in contravention of subclause (1) in accordance with section 3.39 of the Act.
- (5) An Authorised Person may use reasonable force to remove and impound a vehicle in accordance with the Act.
- (6) Where an Authorised Person removes and impounds a vehicle pursuant to this Local Law, he shall enter in a register to be provided by the local government for that purpose, details of the time and date, a description of the vehicle, and of the place from which it was removed.
- (7) A notice under section 3.42 of the Act is to be given to the owner of vehicle impounded under this Local Law, in the form of Form 5 of Schedule 3.

## **PART 10—AUTHORISED PERSONS**

### **10.1 Powers of authorised persons**

- (1) A authorised person is may—
- (a) carry into effect the provisions of this local law;
  - (b) report to the local government on the working effectiveness and functioning of this local law;
  - (c) make inquiries and investigations concerning any alleged, purported or actual offences against any of the provisions of this local law, with power to interview, question and obtain particulars from person(s) wheresoever living in respect of offences and suspected offences within the parking region;
  - (d) recommend to the local government the institution of prosecutions; and
  - (e) institute and conduct prosecutions as directed by the local government or the Chief Executive Officer, from time to time.

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**Schedule 1**  
**PARKING REGION**

The parking region is the whole of the district, but excludes the following portions of the district—

1. the approach and departure prohibition areas of all existing and future traffic control signal installations as determined by the Commissioner of Main Roads;
2. prohibition areas applicable to all existing and future bridges and subways as determined by the Commissioner of Main Roads.

**Schedule 2**  
**PRESCRIBED OFFENCES**  
**Town of Narrogin**  
**Parking Local Law 2013**

1	2.2	Failure to park wholly within parking stall	35
2	2.2(4)	Failure to park wholly within parking area	35
3	2.3(1)(a)	Causing obstruction in parking station	45
4	2.3(1)(b)	Parking contrary to sign in parking station	45
5	2.3(1)(c)	Parking contrary to directions of authorised person	45
6	2.3(1)(d)	Parking or attempting to park a vehicle in a parking stall occupied by another vehicle	35
7	3.1(1)(a)	Parking wrong class of vehicle	35
8	3.1(1)(b)	Parking by persons of a different class	40
9	3.1(1)(c)	Parking during prohibited period	40
10	3.1(3)(a)	Parking in no parking area (eg on footway)	50
11	3.1(3)(b)	Parking contrary to signs or limitations	35
12	3.1(3)(c)	Parking vehicle in motor cycle only area	35
13	3.1(4)	Parking motorcycle in stall not marked "M/C"	35
14	3.1(5)	Parking without permission in an area designated for "Authorised Vehicles Only"	40
15	3.2(1)(a)	Failure to park on the left of two way carriageway	35
16	3.2(1)(b)	Failure to park on boundary of one-way carriageway	35
17	3.2(1)(a) or 3.2(1)(b)	Parking against the flow of traffic	40
18	3.2(1)(c)	Parking when distance from farther boundary less than 3 metres	40
19	3.2(1)(d)	Parking closer than 1 metre from another vehicle	35
20	3.2(1)(e)	Causing obstruction	45
21	3.3(b)	Failure to park at approximate right angle	35
22	3.4(2)	Failure to park at an appropriate angle	35
23	3.5(2)(a) & 6.2	Double Parking	40
24	3.5(2)(b)	Parking on or adjacent to a median strip	35
25	3.5(2)(c)	Denying access to private drive or right of way	40
26	3.5(2)(d)	Parking beside excavation or obstruction so as to obstruct traffic	45
27	3.5(2)(e)	Parking with 10 metres of traffic island	40
28	3.5(2)(f)	Parking on footpath/pedestrian crossing	50
29	3.5(2)(g)	Parking contrary to continuous line markings	40
30	3.5(2)(h)	Parking on intersection	40
31	3.5(2)(i)	Parking within 1 metre of fire hydrant or fire plug	45
32	3.5(2)(j)	Parking within 3 metres of public letter box	40
33	3.5(2)(k)	Parking within 10 metres of an intersection	40
34	3.5(3)(a) or 3.5(3)(b)	Parking vehicle within 10 metres of departure side of bus stop, childrens crossing or pedestrian crossing	45
35	3.5(4)(a) or	Parking vehicle within 20 metres of departure side	45

	3.5 (4)(b)	of bus stop, childrens crossing or pedestrian crossing	
36	3.5(5)	Parking vehicle within 20 metres of approach or departure side of railway crossing	45
37	3.6	Parking contrary to direction of Authorised Person	45
38	3.7(2)	Removing mark of Authorised Person	50
39	3.8(1) or (2)	Moving vehicle to avoid time limitation on thoroughfare or in a parking facility	35
40	3.9(a)	Parking in a thoroughfare for the purpose of sale	35
41	3.9(b)	Parking unlicensed vehicle in thoroughfare	35
42	3.9(c)	Parking a trailer/caravan on a thoroughfare	35
43	3.9(d)	Parking in a thoroughfare for purpose of repairs	35
44	3.10(1) or (2)	Parking on land that is not a parking facility without consent	50
45	3.10(3)	Parking on land not in accordance with consent	35
46	3.11	Driving or parking on reserve	50
47	4.1(1)	Stopping contrary to a 'no stopping' sign or in a 'keep clear area'.	
48	4.1(2)	Parking contrary to 'no parking' sign	50
49	4.1(3)	Stopping on carriageway with yellow edged lines	50
50	5.1	Stopping unlawfully in a loading zone	40
51	5.2	Stopping unlawfully in a taxi zone	35
52	5.3	Stopping unlawfully in a mail zone	35
53	5.4	Stopping in a zone contrary to a sign	35
54	6.1	Stopping in a shared zone	35
55	6.3	Stopping near an obstruction	40
56	6.4	Stopping on a bridge or tunnel etc	35
57	6.5	Stopping on crests/curves	50
58	6.6	Stopping near fire hydrant	50
59	6.7	Stopping near bus stop	40
60	6.8	Stopping on path, median strip or traffic island	40
61	6.9	Stopping on verge	35
62	6.10	Obstructing path, a driveway etc	35
63	6.11	Stopping near letterbox	40
64	6.12	Stopping heavy or long vehicles on carriageway	40
66	6.13	Stopping in a motorcycle parking area	35
67	6.14	Stopping in a disabled parking area	60
68	7.1	Removing notice from vehicle	40
69	9.1(1)	Obstruction of street or Public Place	45
70		All other offenses not specified.	

**Schedule 3**  
**Local Government Act 1995**  
**Form 1**

**PARKING AND PARKING FACILITIES LOCAL LAW 2013**  
**NOTICE TO OWNER OF VEHICLE INVOLVED IN OFFENCE**

Date ..... / ..... / .....

To:(1).....

.....

of:(2).....

.....

It is alleged that on ..... / ..... / ..... at (3)

.....  
at (4) ..... your  
vehicle—

make: .....;

model: ..... ;

registration: ..... ,

was involved in the commission of the following offence

.....  
.....  
.....  
.....  
.....  
.....  
.....

contrary to clause ..... of the Parking and Parking Facilities Local Law 2013.

You are required under section 9.13 of the Local Government Act 1995 to identify the person who was the driver or person in charge of the vehicle at the time when the offence is alleged to have been committed.

If you do not prove otherwise, you will be deemed to have committed the offence unless—

- (a) within 28 days after being served with this notice;
  - (i) you inform the Chief Executive Officer of the Town of Narrogin or another authorised officer of the local government as to the identity and address of the person who was the driver or person in charge of the vehicle at the time the offence is alleged to have been committed; and
  - (ii) you satisfy the Chief Executive Officer that the vehicle had been stolen, or was being unlawfully used, at the time the offence is alleged to have been committed; or
- (b) you were given an infringement notice for the alleged offence and the modified penalty specified in it is paid within 28 days after the notice was given or such further time as is allowed.

(5).....

.....

(6).....

.....

Insert—

- (1) Name of owner or 'the owner'
- (2) Address of owner (not required if owner not named)
- (3) Time of alleged offence
- (4) Location of alleged offence
- (5) Signature of authorized person
- (6) Name and title of authorized person giving notice

**Schedule 3**  
**Local Government Act 1995**  
**Form 2**  
**PARKING AND PARKING FACILITIES LOCAL LAW 2013**  
**INFRINGEMENT NOTICE**

Serial No .....

Date ..... / ..... / .....

To:

(1).....  
.....  
of: (2)  
.....  
....

It is alleged that on ..... / ..... / ..... at  
(3).....  
at  
(4).....  
.....

in respect of vehicle—  
Make: .....;  
Model: .....;  
Registration: .....,  
you committed the following offence—  
.....  
.....  
.....

contrary to clause ..... of the Parking and Parking Facilities Local Law 2013.

The modified penalty for the offence is \$ .....

If you do not wish to have a complaint of the alleged offence heard and determined by a court, the amount of the modified penalty may be paid to an authorised person at (5)..... within a period of 28 days after the giving of this notice.

If you take no action this infringement notice may be registered with the Fines Enforcement Registry after which your driver's licence or any vehicle licence held by you may be suspended. If the matter is registered with the Registry additional costs will also be payable.

If the above address is not your current address, or if you change your address, it is important that you advise the CEO or authorised person of the Town of Narrogin in writing immediately. Failure to do so may result in your driver's licence or any vehicle licence you hold being suspended without your knowledge.

(6)

.....

(7)

.....

Insert—

- (1) Name of alleged offender or 'the owner'
- (2) Address of alleged offender  
15 August 2013 GOVERNMENT GAZETTE, WA 3603
- (3) Time of alleged offence
- (4) Location of alleged offence
- (5) Place where modified penalty may be paid
- (6) Signature of authorised person
- (7) Name and title of authorised person giving notice

**Schedule 3**  
**Local Government Act 1995**  
**Form 3**  
**PARKING AND PARKING FACILITIES LOCAL LAW 2013**  
**INFRINGEMENT NOTICE**

Serial No .....

Date ..... / ..... / .....

To:

.....

.....

of:

(2).....

.....

It is alleged that on ..... / ..... / ..... at (3)

.....

at (4)

.....

in respect of vehicle—

Make: ..... ;

Model: ..... ;

Registration: .....

you committed the following offence—

.....

.....

.....

contrary to clause ..... of the Parking and Parking Facilities Local Law 2013.

The modified penalty for the offence is \$ .....

If you do not wish to have a complaint of the alleged offence heard and determined by a court, the amount of the modified penalty may be paid to an authorised person at (5) ..... within a period of 28 days after the giving of this notice. Unless within 28 days after being served with this notice—

- (a) you pay the modified penalty; or
- (b) you—
  - (i) inform the Chief Executive Officer of the Town of Narrogin or another authorised officer of the local government as to the identity and address of the person who was the driver or person in charge of the above vehicle at the time the offence is alleged to have been committed; or
  - (ii) satisfy the Chief Executive Officer that the above vehicle had been stolen or was being unlawfully used at the time the offence is

alleged to have been committed, you will, in the absence of proof to the contrary, be deemed to have committed the above offence and court proceedings may be instituted against you.

If you take no action this infringement notice may be registered with the Fines Enforcement Registry or court proceeding may be commenced against you. If the matter is registered with the Registry your driver's licence or any vehicle licence may be suspended and additional costs will be payable.

If the above address is not your current address, or if you change your address, it is important that you advise us immediately. Failure to do so may result in your driver's licence or any vehicle licence you hold being suspended without your knowledge.  
(6).....  
.....

(7).....  
.....

Insert—

- (1) Name of owner or 'the owner'
- (2) Time of alleged offence
- (4) Location of alleged offence
- (5) Place where modified penalty may be paid
- (6) Signature of authorized person
- (7) Name and title of Authorised Person giving notice

---

**Schedule 3**  
**Local Government Act 1995**  
**Form 4**  
**PARKING AND PARKING FACILITIES LOCAL LAW 2013**  
**WITHDRAWAL OF INFRINGEMENT NOTICE**

Serial No .....

Date ..... / ..... / .....

To:

(1).....  
.....

of: (2)  
.....  
.....  
.....

Infringement Notice No. ..... dated ..... / ..... /  
.....

in respect of vehicle—

Make: ..... ;  
Model: ..... ;

Registration: ..... ,  
for the alleged offence of

.....  
.....  
.....  
.....  
.....  
.....

has been withdrawn.

The modified penalty of \$ .....

- has been paid and a refund is enclosed.
  - has not been paid and should not be paid.
- (delete as appropriate).

(3)

.....  
.....  
.....

Insert—

- (1) Name of alleged offender to whom infringement notice was given or 'the owner'.
- (2) Address of alleged offender.
- (3) Signature of authorized person.
- (4) Name and title of Authorised Person giving notice.

**Schedule 3**  
**Local Government Act 1995**  
**Form 5**  
**PARKING AND PARKING FACILITIES LOCAL LAW 2013**  
**NOTICE OF REMOVAL AND IMPOUNDING OF VEHICLE**

Serial No.....

Date...../...../.....

To (name of owner of vehicle):

.....  
of (address of owner of  
vehicle):.....

the owner of vehicle (vehicle identification number).....(make).....  
(type).....

On (date) ..... at (time) ..... am/pm, at (place)

.....  
.....  
.....

your vehicle was involved in a contravention of the Town of Narrogin Parking and  
Parking Facilities Local Law 2013 and was removed and impounded under section  
3.39 of the Local Government Act 1995.

Your vehicle may be collected from (place)..... between the hours  
of .....

am/pm and..... am/pm, Monday to Friday by satisfying the Chief Executive  
Officer of the Town of Narrogin that you are the owner of the vehicle or a person  
entitled to possession of the vehicle.

If your vehicle is not collected within the period specified in the Act the Town may  
either—

- (a) under section 3.46 of the *Local Government Act 1995* refuse to allow the  
vehicle to be collected until the Shires costs of custody of the vehicle,  
after the period of two months have been paid to the Shire; or
- (b) under section 3.47 of the *Local Government Act 1995* sell the vehicle and  
credit the money received from that sale to the Shires trust fund except to  
the extent required to meet the costs of custody of the vehicle after the  
period of two months and the expenses incurred by the Town of Narrogin  
in selling the vehicle.

If you are convicted of an offence against the Town of Narrogin Parking and Parking  
Facilities Local Law 2013 as a result of the above contravention then section 3.48 of  
the *Local Government Act 1995* also allows the Town to recover from you its  
expenses incurred in removing and impounding the vehicle and any outstanding  
expenses for the custody of the vehicle.

---

Dated this ----- day of -----2013.

The Common Seal of the Town of Narrogin was affixed by authority of a resolution of  
the Council in the presence of—

Aaron Cook, Chief Executive Officer.

## **10.2.284 EXPRESSIONS OF INTEREST – DEVELOPMENT OF NARROGIN CENTRAL BUSINESS ZONE**

File Reference: 18.6.1  
Disclosure of Interest: Nil  
Applicant: N/A  
Previous Item Nos: Nil  
Date: 8<sup>th</sup> May 2014  
Author: Brian Robinson, Director Technical & Environmental Services

**Attachments:** Plan of land located between Ensign Street and Clayton Road, bounded by Earl Street to the west and Federal Street to the east.

### **Summary:**

Council is requested to consider advertising for expressions of interest for the further development of the Narrogin Central Business District.

### **Background:**

The Town of Narrogin Strategic Plan identifies that it is an Economic objective of the Town to “be proactive in attracting new business to the Town and encourage existing businesses to grow”. More specifically Initiative 1.5 identifies the need to encourage consolidation of retail services in the Central Business District.

As Councillors would be aware, recently criticism has been levelled at the Town, through social media, that not enough is being done to attract additional retail business to the Town and develop the town economically.

Councillors would be aware that this is not correct; however to pursue the objectives and initiatives of the Community Strategic Plan, Council is requested to approve a call for expressions of interest for parties interested in consolidating existing and introduction of new retail services.

### **Comment:**

Land located between Clayton Road and Ensign Street, bounded by Earl Street to the West and Federal Street to the east is considered by the author to be underdeveloped at this time and may in fact be an ideal location for redevelopment within the CBD.

Currently the area contains several vacant sheds and a number of uses not normally associated with a Central Business District (ie glass suppliers, rural trading companies and mechanical services). Given this, there is potential for landholdings to be consolidated and it is recommended that any new significant retail development should be focused in this area.

Additionally, within this area, the Town of Narrogin owns two properties which are currently developed for public car parking. These properties are:

- Lot 381 on the corner of Earl Street and Ensign Street (741m<sup>2</sup>); and
- Lot 25 Ensign Street (1,518m<sup>2</sup>).

It may be appropriate for the Town owned property to be incorporated with adjacent privately owned land to facilitate new development in the CBD.

Depending on what area of land was consolidated, there may also be potential for partial or full road closures, increasing the area of land available for a significant retail development.

**Consultation:**

- CEO – Aaron Cook

**Statutory Environment:**

The provisions of Town Planning Scheme No 2 include land within the identified precinct within the Central Business Zone. Development of this land for retail purposes is therefore consistent with the current scheme provisions.

**Policy Implications:** Nil

**Financial Implications:**

The advertising costs associated with calling for expressions will be wholly contained within the approved budget.

**Strategic Implications:**

The Town of Narrogin is recognised as a strategic centre in the Wheatbelt with a concentration of retail and other services including the majority of government agencies. Consolidation and expansion of retail development within the CBD will strengthen the Towns regional position and economic base.

It is recommended that direct consultation be undertaken with the current landowners in the CBD once detailed expressions of interest have been received and the relevant area identified.

**Voting Requirements:** Simple Majority.

**OFFICER'S RECOMMENDATION**

That Council:

Advertise statewide for expressions of interest in the further development and consolidation of retail services in the Town of Narrogin's Central Business District.



## **10.2      CORPORATE AND COMMUNITY SERVICE**

## **10.2.285 NARROGIN REGIONAL LEISURE CENTRE CONTRACT MANAGEMENT TENDER**

Applicant: Mr Aaron Cook  
Location:  
File Reference:  
Disclosure of Interest: Nil  
Date: 7<sup>th</sup> May 2014  
Author: Mr Aaron Cook Chief Executive Officer

## **Attachments:**

- Please be advised that due to the size of the Tender documents they are available for Councillors and the members of the public to peruse/download on the Town of Narrogin Website.
  - A summary of the Question and Answer session received during the Public Consultation session held on the 6<sup>th</sup> May 2014.

## **Summary:**

It is presented to Council to consider appointing a preferred/successful tenderer and authorise the Chief Executive Officer to accept the tender for the contract management of the Narrogin Regional Leisure Centre for a period of 5 years subject to the finalisation of the remaining negotiated financial and administrative details with the finalised contract to be presented and approved by Council.

## Background:

The Town of Narrogin have been operating the Narrogin Regional Leisure Centre in its current construction for a period of approximately 12 years.

During this time Council has struggled to administer the Centre appropriately and this has been highlighted through the lack of users, services and classes offered and the previous run down nature of the Centre. This has presented a very negative light on the Town and has previously created friction between Community Sporting Groups and even other Local Governments.

Council in 2012 were very privileged to receive a \$560,000 Healthy Lifestyles Grant from the Commonwealth Government. This enabled a range of services to be provided from the Centre which has assisted in re activating the Centre and the Narrogin greater community. This grant ceases as of the 30<sup>th</sup> June 2014. As such, it is feared that in the not too distant future the Centre would revert back to the previous low level of service provided.

It must also be noted that the level of regulations and compliance has increased concerning the management of the aquatic areas and the Centre in general including the management of the Chlorine Gas and other Dangerous Goods.

Staffing the Centre previously has been difficult and created issues regarding service delivery and overall management of the Centre. The size of the Centre in its current form was constructed for a much larger population than what Narrogin currently draws and, as

such, a far more professional marketing campaign and improved reputation could increase the draw from the existing population.

Due to the many factors listed above the ratepayers of Narrogin have on average been supporting the Leisure Centre with a financial loss of approximately \$700,000+ per year. In addition to this through the very limited services previously being offered, has excluded large portions of the community which has greatly reduced the potential positive social impact.

During the time that the author has been with Council the issues surrounding the Leisure Centre have been discussed and included the fact that Council considered a presentation from the YMCA approximately 8 years ago. It is the authors understanding that although a presentation from the YMCA was considered no formalised investigation process was ever undertaken through a tender or expressions of interest. Essentially a fully informed decision was not made at the time.

Previously the author presented an item to Council to consider calling tenders for the Contract Management of the Leisure Centre which was accepted and resulted in the tender being advertised in the Western Australian and the Narrogin Observer. Contact was made by some six interested parties; however, three tenders were received.

The Tenders received were from:

- YMCA PERTH INC- Full conforming Tender
- CASA Leisure - Full conforming Tender
- Narrogin Race and Pace - Modified Tender for the administration of the John Higgins Centre. Please note that this tender was withdrawn.

Please note that it was clearly stated within the Tender that modified Tenders could be presented and would be assessed. This would have allowed groups or other organisations to make a proposal to Council. Other than the Narrogin Race and Pace no other interest was received.

Notices have been placed in Councils Newsletter and other forms of local media through advertising and other than staff, no other interest has been received. A Public Consultation session was conducted at the John Higgins Centre on the 6<sup>th</sup> May. Approximately 12 members of the public and staff and in addition Councillors and Executive Staff attended along with the two Tenderers, a summary of the questions asked are attached for reference. Following this meeting a Councillor session was held directly after with the Tenderers.

**Comment:**

As has been stated three Tenders were received from the advertisements that were placed in the West Australian and Narrogin Observer. Please note that Narrogin Race and Pace has withdrawn from the Tender process. Below is a brief background on each of the Tenderers from a business perspective and presence:

**YMCA PERTH INC**

The YMCA currently has 11 sites under management within WA. Added to this is a very extensive list of sites managed in the Eastern States. It is fair to say that the YMCA has a very strong presence in the Leisure industry throughout Australia. The YMCA facilitates the WA operations from an office in Welshpool. This is then supported by the main office located in the Eastern States.

### CASA Leisure

CASA Leisure currently facilitates the management of five centres in South Australia. It was commented that they have run up to twenty sites previously. The main office is located in South Australia.

It was pleasing from an officers perspective to receive two very competitive tenders both from the professionalism of the documentation to the budgeted costs. This has made the process difficult; however, with differences within the way that the two Tenderers would operate the Centre there has been a clear preferred tenderer.

Within the Tender were specific selection criteria area that were to be utilised by officers in assessing the tender materials. The results of this selection criterion are listed in summary below:

CRITERIA	% Allocation	YMCA RATING	CASA RATING
Service Provision	25%	20%	17%
Financial Management	15%	12%	7%
Organisational Capacity and HR Management	20%	16%	12%
Performance Management	15%	12%	12%
Customer Service	15%	12%	11%
Price	10%	8%	7%
Total Rating	100%	80%	66%

Should Councillors wish to review the full spreadsheet this can be provided. Please note that Officers also graded results for the Town of Narrogin continuing to facilitate the Leisure Centre. These results were lower again.

The main differences between the tenders comes down to several points that are outlined below:

The YMCA has budgeted to replace the current operating software at the Centre. CASA have not included this within their tender and the current software would have needed to be replaced should Council continue to operate the Centre.

- Maintenance was only listed as being \$37K by CASA and this would not have been enough when the yearly inspection of the Pool Systems costs approximately \$27K leaving only \$10K to maintain the Centre. The YMCA on the other hand budgeted \$76K for the first 11 months.
- In talking to the YMCA it was proposed to allow \$50K for the first 11 months and the remainder of the requested maintenance budget would be allocated into Council's Reserve to be called on if required. If not Council would retain those funds for future capital works at the Leisure Centre.
- The YMCA have included within the budget to replace all of the Gym Equipment through a lease. CASA were to continue utilising Council's current equipment.
- The YMCA have accepted to work on Council's behalf to dispose of the existing Gym Equipment by either trading in the equipment to reduce the lease payments or to provide a cheque to Council that could be placed within the Reserve.
- The Governance of the organisation for the YMCA is facilitated in WA. CASA being SA based will pose some difficulties for the Centre Manager and potential Council due to this. Although the technology is good to limit this impact the issue remains

that additional effort may need to be made to communicate effectively.

- As above the staffing and recruitment for the YMCA would be based here in WA whereas CASA would need to facilitate this from SA.
- As above in the instance that there are industrial relations issues the YMCA has a strong presence in WA whereas CASA is based in SA.
- Profit Share - both Tenderers have allowed for a profit share of any costs not spent and additional revenue. However the YMCA is 50/50 share yet CASA is a more complicated formula that is less beneficial to Council.
- Proposed Fees and Charges both Tenderers noted their intent to keep the Fees to be very similar to Council's current structure; however, CASA did not provide a full list like the YMCA.
- Within the Tender it was requested for the Tenderer to price or propose to facilitate additional services with these being Youth Activities and Seniors Activities.
- The YMCA did make a proposal in the Tender, however, the author did not note this within CASA's.

#### TENDER COSTING

When preparing the Tender document it was proposed, and included in the Tender, that Council would retain the payment for the utilities expenses. The reason for this is that Council has recently installed cost saving measures being Solar Power and Solar Hot Water etc. Should Council continue to be allocated grants to increase cost saving measures in this area the savings would be retained by Council. The subsidy amount appears small but please remember that the Tenderer would retain the income from the Centre as part of the operations and, as such, this provides the full budget for the Tenderer to work with.

Please note that all costs are shown excluding GST and are shown for the 5 year period and that the YMCA year one costing is for 11 months as per the commencement date for the Contract, yet CASA's is for the full 12 months.

<b>Tendered Price + GST Less Utilities for Council to pay Separately</b>				
	Council 1 month expense	YMCA	CASA	COUNCIL
<b>Year 1</b>	\$ 29,650	\$326,388	\$288,934	\$ 355,809.00
<b>Year 2</b>		\$345,834	\$296,874	\$ 366,483.00
<b>Year 3</b>		\$355,390	\$302,847	\$ 377,478.00
<b>Year 4</b>		\$363,072	\$307,759	\$ 388,802.00
<b>Year 5</b>		\$375,042	\$312,515	\$ 400,466.00

#### Notes for the amended table below YMCA

- Please note that YMCA budgeted correctly for 11 months in year 1. This is the reason for the big reduction in year one, but please note that Council will be required to budget for that months expenses.
- New Gym Equipment has been included in the budget in the form of a lease.
- New Computers have been also allowed for within the lease.
- New Point of Sale Software is included.
- YMCA advised an error in the Lifeguard Expense and is corrected by the amounts advised totalling \$14,545, \$6,388, \$6,581, \$6,778, \$6,981 for each concurrent year.

Notes for the amended table below CASA

- Very low maintenance budget and due to this it has been increased to match the YMCA, hence an increase by \$15,000.
- No replacement Gym Equipment or Computers and for Council ensure that this occurs an increase of \$20,000 has been included.
- No Software upgrade has been included as such an increase of \$5,000 has been included.
- The allowance for pool chemicals were below what is actual costing's today and as such an increase of \$3,000 has been allocated.

<b>Revised Tender Price Based on the above notes</b>					
<b>(Pleasd note no change to Council costings as they remain the same)</b>					
	Council 1 month expense	YMCA	CASA	COUNCIL	
<b>Year 1</b>	<b>\$ 29,650</b>	\$ 295,167	\$331,934	\$ 355,809.00	
<b>Year 2</b>		\$ 310,189	\$339,874	\$ 366,483.00	
<b>Year 3</b>		\$ 318,826	\$345,847	\$ 377,478.00	
<b>Year 4</b>		\$ 325,561	\$350,759	\$ 388,802.00	
<b>Year 5</b>		\$ 336,555	\$355,515	\$ 400,466.00	

Please note:

That not included within the YMCA tendered price is the following allowance that would be allocated to the Leisure Centre Reserve that could be utilised if by the YMCA if required; however, should these amounts not be required within the 12 month period the Reserve over the Tender would grow substantially. This is only facilitated through the YMCA Tender!

<b>Year 1</b>	-31221
<b>Year 2</b>	-35645
<b>Year 3</b>	-36564
<b>Year 4</b>	-37511
<b>Year 5</b>	-38487

Total potential maintenance retention to Reserve is \$179,428.00

It was proposed by the author early on that should Council make a saving to the budget already committed by Council that this be budgeted to be transferred to the Leisure Centre Reserve to assist in building this Reserve for future years. Below is shown the proposed savings to Council and although small would add to the Reserve quickly.

<b>Year 1</b>	-\$ 229
<b>Year 2</b>	\$ 20,649
<b>Year 3</b>	\$ 22,088
<b>Year 4</b>	\$ 25,730
<b>Year 5</b>	\$ 25,424

Total Potential Savings allocation to Reserve \$93,662.

Council has the potential to save up to a total of \$273,090 over the duration of the Tender period. As stated this is a potential due to the fact that should the maintenance rise above the budgeted figure this may decrease within the year. It must be noted that Council are not

obligated to make the transfers to Reserve but is recommended due to the lack of Reserve monies currently.

**Executive Staff Impact** - Currently the author and other executive Staff are committing large amounts of time to the Leisure Centre. It is expected that other than dealing with the Tenderer large amounts of time would be available for reallocation to other projects and commitments.

**Initial Year Costing** - Please note that with the amendments that have been required to be factored in this costing needs to be ratified by both parties prior to commencing the contract preparation.

**Profit Share** - It must be noted that both Tenderers allowed for a profit share arrangement within the Tender but the YMCA arrangement of a straight 50/50 share basis is much more beneficial to Council. This potential return to Council would also be recommended to be added to the Reserve until the Reserve grew to an appropriate level.

**Additional Expenses** - Both Tenderers have stated within the Tender that should additional expenses be incurred or the revenue predicted is not received that the Tenderer would incur this cost with no additional expense to Council.

**Future Budgets** - It has been provided to Council within the Tenders, proposed future budgets for the period of the Tender. It is recognised that the Tenderer will present a revised budget to Council in March of each year along with a set of the proposed fees and charges for the Centre.

**Staffing** - The current staff transferring to the Tenderer has not yet been resolved; however, all casual staff would transfer without issue and the permanent staff would be resolved at a later date with Council ensuring that there are minimal impacts.

It has been presented to Council to endorse the YMCA PERTH INC as the preferred Tenderer and to endorse the CEO to finalise negotiations and prepare a contract with the YMCA to finalise negotiations. The developed contract is to be returned to Council for final endorsement at the earliest convenience.

It is proposed in the Tender that the commencement date would be the 1<sup>st</sup> August 2014. From this date the management of the Centre would be handed over to the Tenderer. It is proposed that prior to this the Tenderer would commence the preparations in talking to staff, contractors and major suppliers to inform them of the action being undertaken.

#### **Consultation:**

- CASA Leisure
- YMCA Perth Inc
- Narrogin Race and Pace
- Community Consultation Participants

#### **Statutory Environment:**

*Local Government Act 1995 Section 3.57 Tenders for providing goods and services*

#### **Policy Implications: - Nil**

### **Financial Implications:**

As stated above the year one final costings by the CEO is required to be ratified by the YMCA as being correct and once this has been identified the budget is finalised and if there are no significant changes the contract preparation can commence.

To clarify the proposed Budget reads as follows (YMCA's costing's are subject to GST):

CASH PAYMENT TO THE YMCA		COUNCIL TRANSFER TO RESERVE FOR MAINTENANCE	Savings Transfer to Reserve	1 Month Expense to Council	Total Cost to Council	Council Proposed Budget
Year 1	\$ 295,167	\$ 31,221	-\$ 229	\$ 29,650	\$ 355,809	355809
Year 2	\$ 310,189	\$ 35,645	\$ 20,649		\$ 366,483	366483
Year 3	\$ 318,826	\$ 36,564	\$ 22,088		\$ 377,478	377478
Year 4	\$ 325,561	\$ 37,511	\$ 25,730		\$ 388,802	388802
Year 5	\$ 336,556	\$ 38,487	\$ 25,424		\$ 400,467	400467
	<b>\$ 1,586,299</b>	<b>\$ 179,428</b>	<b>\$ 93,662</b>		<b>\$ 1,889,039</b>	<b>\$ 1,889,039</b>

### **Strategic Implications:**

Through Council considering to accept a Tenderer for the Contract Management of the Narrogin Regional Leisure Centre there is the potential that upon the Tenderer taking over the Centre that the Leisure Centre would be operated like a true Regional Leisure Centre.

The strategic implications would be a far greater participation rate, increased consultation with the sporting groups and users, more professional administration and strategic direction, better support for staff including far increased career progression opportunities, increased level of equipment and maintenance and potential slight decrease in running expense to Council.

Relative sections of the Strategic Community Plan are:

1.5	Support Tourism, Arts and sport initiatives, recognising the economic impact that they provide to the businesses and general community.	DCCS/MLC	Ongoing
2.2	Continue to develop and facilitate activities, engaging all age demographics, at the Narrogin Regional Leisure Centre that are sustainable and beneficial to the Community and the Centre.	MLC	Ongoing
2.5	Further develop and encourage and support youth activities and initiatives within Narrogin.	MLC	Ongoing

**Voting Requirements: - Simple Majority**

**OFFICERS RECOMMENDATION**

That Council:

- 1) Appoint the YMCA PERTH INC as the preferred tenderer for the Contract Management of the Narrogin Regional Leisure Centre.
- 2) Accept the tender presented by the YMCA PERTH INC with the revised budget as shown below, subject to the modifications to the budget being resolved in negotiations with the Chief Executive Officer and commence preparing the relevant contract for final endorsement by Council.
- 3) That should Council facilitate savings from the Maintenance budget allocations as proposed that these be placed with the Reserve for retention and potential use if required.
- 4) That should Council make savings from the forecast cost to Council to facilitate the Leisure Centre that these funds be considered to be allocated to the Reserve for capital upgrades to the Leisure Centre in future years.

<b>Tenderered Budgeted Payment to the YMCA</b>	
Year 1	\$ 295,167.00
Year 2	\$ 310,189.00
Year 3	\$ 318,826.00
Year 4	\$ 325,561.00
Year 5	\$ 336,556.00
	<b>\$ 1,556,286.00</b>

## PUBLIC CONSULTATION MEETING – Summary of Questions

### **Is the drive to offer the tender financially driven?**

No; there is an appreciation that the centre can be run more effectively and that is what the Town is seeking to achieve. While there is an expectation that financial savings may be made, and these savings is proposed to be invested directly into a capital reserve for the recreation centre as there currently is little available.

### **What controls over fees and charges will be in place**

Council has ultimate control over the schedule of fees and charges.

*Concern was expressed over sports being able to afford an increase in fees and charges.*

Council still need to approve any increases and it is not in the interest of the Town or the third party to make the costs prohibitive.

*Request for a board of management to be established to manage the centre*

There is the potential for a sports advisory committee to be established however the discussion of such is outside the scope of the meeting.

### **How will the change effect staffing**

There will not be any major changes to the staffing structure under either group.

### **How will the booking of the Hockey Turf work?**

Up to the successful group however no change is envisaged.

### **What will happen to minor sports such as badminton?**

Both groups pledged to partner and work with associations, social sports and individuals to ensure minor sports are accommodated.

### **Why would a third party wish to take over a loss making business unit?**

It must be acknowledged that Council will be paying the Tenderer a subsidy to facilitate the running of the Centre.

CASA – There is an acknowledgement of the risk in investing resources, however CASA are confident they will be able to engage the community and grow patronage.

YMCA – As the centre is currently underperforming, there is scope to grow programs and realize increased income.

### **Will the successful tender also oversee the bookings of Clayton Rd and Thomas Hogg Oval?**

Yes, and this will include the invoicing for these ovals.

### **Was the submission from Narrogin Race and Pace considered?**

Yes it was, and it was determined that the recreation centre would work better as a synergy of all the Centre services. Further, Narrogin Race and Pace have withdrawn their submission.

### **What timings are relevant to the tender and what performance measures will the successful group be subject to?**

There is a commencement date of August 1 2014 with an interim performance appraisal after six months. After this there will be an annual performance appraisal. There is a five year term on the tender with escape clauses for both parties, and an option for a continuance

Should the centre underperform financially, the cost will be borne by the successful tenderer. If financial performance is better, there will be a profit sharing arrangement taking place.

**How will staff pay rates be effected?**

It is up to the successful tenderer however it is preferred there is no change. YMCA will pay on the Fitness Industry Award rate and made a commitment of a no-disadvantage.

**What is happening with the employment status of staff?**

Casuals will be moved directly onto the books of the successful tenderer. Permanent staff transition is little more complicated. A number of options to this end are being worked through, however the intent is that staff satisfaction is maintained.

**What is happening with the existing service contracts.**

Committed liabilities will carry over in terms of the incoming tenderer honoring contracts. This is a minimal issue as there are minimal contracts that are outstanding and in any regard, the successful tenderer will need to source similar contractors anyway.

**Will the preferred tenderer have a presence before August 1?**

Yes, but again this will be up to the tenderer. Both groups then expressed a desire to have this presence whether in person or via conference phone.

**Who will represent the successful management group on the ground at the recreation centre?**

The successful management group's representative will be embodied in the Centre Manager.

**What is the process from here?**

A council report will be put together with a recommendation for a preferred management group which will ideally go to council next week. After the successful Tenderer is announced, there is further scope for public consultation.

**Who dictates the Centre's opening times?**

Within the tender document it stipulates minimum times the centre must be open. Outside of this, any change must be approved by council.

**Who develops the maintenance plans for the centre?**

Up to the successful management group.

**Who pays for maintenance?**

The successful management group will pay for the day-to-day maintenance, while the council will pay for capital expenditure.

**What are each of the groups charging in management fees?**

CASA - \$50k, YMCA - \$80

**Has an association ever taken on the management a center of this size?**

Yes, the State Netball Association's state netball centre failed and was handed over to the City of Wanneroo to manage; however, this has major issues over time.

**Who will meet the financial subsidy required to run the centre?**

The Town of Narrogin, or its subsequent Local Government form.

**What is the contract period?**

Five years, plus an option for a further time period. The successful management group will be assessed annually.

**CASA final words**

CASA are looking to partner with the Town, clubs, associations and individuals who use the facility. The benefit of the management group is that they are able to be responsive to the community.

**YMCA final words**

Town has a fantastic asset and the opportunity to provide a social dividend in a financially responsible way.

## **10.2.286 FEE REDUCTION FOR JOHN HIGGINS CENTRE**

**File Reference:**

**Disclosure of Interest:** Nil

**Applicant:** Narrogin and East Narrogin Primary Schools P & C

**Previous Item Nos:**

**Date:** 8/05/2014

**Author:** Mr Aaron Cook - Chief Executive Officer

### **Attachments:**

Emails from Jo Thomas East Narrogin School, Tim and Sarah Wiese Narrogin Primary School.

### **Summary:**

It is presented for Council to consider the request from the Narrogin and East Narrogin Primary School to discount the cost of the John Higgins Centre for fundraising activities.

### **Background:**

On separate occasions recently the author has been approached with requests to discount the fees at the John Higgins Centre for two fundraising events. Rather than bringing these to Council separately, due to the similarity of the events it was proposed to present one item to Council.

### **Comment:**

It is presented to discount the fees at the John Higgins Centre, below the Community Group rate as presented within the Fees and Charges, as the request is from two Primary Schools for fund Raising and the discount is to be seen as being a donation from Council to the fundraising.

### **Consultation:** - Nil

### **Statutory Environment:**

*Local Government Act 1995 Section 6.16 (3) Imposition of fees and charges.*

### **Policy Implications:** - Nil

### **Financial Implications:**

Council to make an internal allocation of a donation of \$200.00 to each function reducing the cost of the events to \$216.00 which will cover Council's requirements of staff to set up, pack down and clean the facility.

### **Strategic Implications:** - Nil

### **Voting Requirements:** Absolute Majority

## **OFFICER'S RECOMMENDATION**

That Council:

Approve the requests from the Narrogin Primary School and East Narrogin Primary School to discount the fees for the John Higgins Centre by making a donation to the fundraising of \$200.00 per event requiring the school to pay \$216.00 per event covering the costs to Council to facilitate the preparation.

The event organisers acknowledge the donation of the Town of Narrogin within publications and during the event.

## **10.2.287 CATS VEHICLE REPLACEMENT**

File Reference: 24.6.9  
Disclosure of Interest: Nil  
Applicant: N/A  
Previous Item Nos:  
Date: 9 May 2014  
Author: Colin Bastow – Director Corporate and Community Services

**Attachments:** Nil

### **Summary:**

Council is requested to consider approving the purchase of a replacement Community Assisted Transport Scheme (CATS) vehicle.

### **Background:**

The Town has been approached by the Lions Representative on the CATS Volunteer Committee to replace the current vehicle as it has now travelled over 50,000km. The concern raised was over the financial impact on not replacing the CATS vehicle within the next couple of weeks due to a likely lower change-over price.

Due to the high kilometres travelled each year, the CATS vehicle should be replaced at least twice a year. However it appears that the program is capable of only funding one replacement a year.

### **Comment:**

The Town had budgeted for the replacement of one CATS vehicle this financial year, which has already taken place. Therefore Council will need to approve the purchase of a second replacement vehicle.

### **Consultation:**

- Alan Corner – Lions CATS Rep
- Lynne Yorke – Manager of Community Care

### **Statutory Environment:**

Local Government Act 1995

**Policy Implications:** Nil

### **Financial Implications:**

The replacement of CATS vehicles had been funded from specific donations and/or surplus program funds. The Town currently has \$10,252 available in Reserve to fund the vehicle replacement.

Currently there is \$6,200 surplus in the CATS program that could also be used to fund the vehicle replacement. Surplus funds are transferred to the CATS reserve account at year end to ensure sufficient funds are available for vehicle replacement.

A quote has been received from a local car dealer at the time of this report. However as per Council purchase policy, additional quotes will be required before a replacement vehicle can be purchased. These additional quotes should be received within the next week or so.

**Strategic Implications:** Nil

**Voting Requirements:** Absolute Majority

**OFFICER'S RECOMMENDATION**

That Council:

1. Approve the purchase of a replacement CATS vehicle for a changeover price of up to \$9,000, and
2. That a transfer from the Community Assisted Transport Reserve of up to \$9,000 be authored to fund the purchase of the CATS vehicle.

## **10.2.289      SALE OF LAND FOR RECOVERY OF UNPAID RATES**

File Reference: A165711  
Disclosure of Interest: Nil  
Applicant: Nil  
Previous Item Nos: 10.2.467  
Date: 8 May 2014  
Author: Narelle Rowe, Finance Officer Rates

**Attachments:** Nil.

Summary: Council is requested to consider the sale by public auction as a result of unpaid rates for over 3 years under Section 6.64 of the Local Government Act 1995.

A165711 – 7 Hartoge Street, Narrogin

**Background:**

A165711 has outstanding charges for over 3 years as at 8 May 2014 totalling \$3,297.60.

On 1 August 2006, Item 10.2.467, Council resolved:-

*“That lots 401 and 402 Hansard Street and 403 Hartoge Street Narrogin be exempt from rates whilst it is used exclusively for charitable purposes; and*

*2. That Council take any actions necessary to recover the amounts of:*

- a. *\$5,025.05 outstanding on lots 401 and 402 Hansard Street*
- b. *\$2,052.25 outstanding on lot 403 Hartoge Street”*

However, following this resolution, the previous Director of Corporate and Community Services requested the Rates Officer via Memo that *“As the Committee has been recognised as having charitable status under the Local Government Act 1995 the following properties will be non ratable from 1 July 2004 until further notice:*

*Assessment 230400 2/4 Hansard Street, Narrogin*

*Assessment 165711 7 Hartoge Street Narrogin*

*Please arrange for the arrears relating to charges raised on the above properties, prior to 1 July 2004, to be transferred to non-current assets by as they will remain outstanding until such time as the properties are sold or otherwise decided by Council. The amounts are:*

*Assessment 230400 2/4 Hansard Street, Narrogin*

*Assessment 165711 7 Hartoge Street, Narrogin”*

In approximately October 2012, initial discussions were held between the Town's Chief Executive Officer, and a representative of from Community Arts Network Western Australia (CANWA) whereby the Town was advised that grant funding had been approved to pay the account.

Following this discussion, contact was made with a representative from Plan B Trustees on 12 November 2012 whereby the Author was advised that no funds were available for the

Kooraminning Committee, however could not rule out funding not being available at a later stage.

Requests for payment were forwarded on 27 February 2013 and 19 April 2013.

On 3 May 2013, the Author received contact from another CANWA representative who advised that they have applied for funds of \$30,000.00 from an Emergency fund from GKB Native Title Claim 'Plan B' and were awaiting confirmation of when this would be available.

On 6 June 2013, a representative from the Department of Families, Housing, Community Services and Indigenous Affairs confirmed the outstanding debt owing on the property and requested a meeting between Kooraminning Directors, Council officers, South West Land and Sea Council, Department of Aboriginal Affairs and the Perth ICC to discuss options for servicing current and future rates levied against these properties.

Following this request, a meeting was conducted between the Director of Corporate and Community Services and those various representatives. As a result of this meeting, they queried the validity of previous charges, accrual of penalty interest and requested a breakdown of yearly charges. This information was provided on 17 July 2013 advising that the Town can only amend its rate book for the current and preceding five years and therefore are unable to write off any rates prior to that time.

Since October 2013, the property has been subject to debt collection procedures including Final Notices, written requests for payment and subsequent referral to debt collection including issuance of Final Demand letter and a General Procedure Claim served on 9 March 2014.

**Comment:**

The sale of any property to recover unpaid rates and service charges is not the preferred course of action normally pursued as other legal proceedings have generally proven to be successful. The next step after issuance of General Procedure Claim would be to issue a Property Seizure and Sale Order to seize any goods at the property to the value of the debt however, in this instance the property is vacant land and therefore is not a valid option to take. All other legal options have been exhausted and this remains the Council's only option to recover the charges.

A search of the Certificate of Title for any encumbrances on the land has shown a Caveat has been lodged on the property by the Aboriginal and Torres Strait Islander Commission in February 1995 and this would be required to be removed. As per the Land Titles Registration Practice Manual – Edition 11.0 states as follows:

**"4.3 Removal of Caveats**

**... 4.3.6      By Sale For Rates**

*With the exception of caveats by the Commissioner for State Taxation, which must be withdrawn, all caveats are automatically removed on the exercise by a Local Government of its power to sell land for non-payment of rates under the Local Government Act, 1995."*

In addition, the Aboriginal and Torres Strait Islander Commission was dismantled in 2004 and are no longer a functioning entity and Council would be unable to contact them to remove the Caveat.

**Consultation:**

- Local Government Act 1995
- Landgate – Land Titles Registration Practice Manual – Edition 11.0
- Rhona Hawkins – Manager of Finance
- Colin Bastow – Director Corporate and Community Services

**Statutory Environment:**

Section 6.64 of the Local Government Act 1995 provides that, if any rates or service charges due to a local government have been unpaid for at least three years, the local government may take possession of the land and proceed to sell the land. Section 6.68 (1) of the Local Government Act 1995 prevents the local government from exercising the power of sale unless the local government has at least once attempted to recover money due as described under 6.56 of the Local Government Act 1995.

In order to take possession of the property and proceed with its sale, Council must give notification to the owner requiring the payment of rates under Schedule 6.3 of the Local Government Act 1995. Such notice is also to be served on any party and with an interest in the land includes the mortgagee by certified mail. This notice is to be posted on the Town's official notice board for a period of not less than 35 days. If at the expiration of three months from the date of issue of the notice the rates remain unpaid, the Town of Narrogin may proceed with selling the land by public auction, with the auction to occur not more than 12 months from the date of the notice.

If the matter takes this course and the property is sold by public auction, under Clause 5 of the Schedule 6.3 of the Local Government Act 1995, the outstanding rates, any additional legal expenses and the cost of the sale or incidental to the sale of the property can be recovered by the Town. Any residual amount from the sale of the property is to be held by the Town in the event of the owners or associated parties making a claim. If after 12 months the amount has not been claimed, the residual funds are to be paid to the Supreme Court under Section 99 of the Trustees Act.

**Policy Implications:** Nil.

**Financial Implications:** All costs associated with taking possession and selling the land can be recovered from the account along with the rates and charges in accordance with Section 6.56 of the Local Government Act 1995.

**Strategic Implications:**

Nil.

**Voting Requirements:**

Absolute Majority

**OFFICER'S RECOMMENDATION**

That Council

The Council approve administrative action to recover outstanding arrears by the sale of the land situated at 7 Hartoge Street, Narrogin as a result of rates outstanding for three or more years under Section 6.64(1)(b) of the Local Government Act 1995.

**ALTERNATIVE MOTION**

That Council.

Takes no action to recover the outstanding rates and charges. However ,penalty interest will still apply and the outstanding rates and charges to be recovered on the sale or otherwise disposal of the property by the Kooraminning Committee of Narrogin Inc.

- 11. ELECTED MEMBER'S MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN**
- 12. NEW BUSINESS OF AN URGENT NATURE APPROVED BY THE PERSON PRESIDING OR BY DECISION OF THE MEETING**
- 13. CLOSURE OF MEETING**