



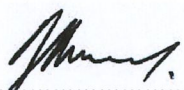
Shire of  
**Narrogin**

## MEETING

### ORDINARY COUNCIL MEETING

**23 October 2024**

The Chief Executive Officer recommends the endorsement of these minutes at the next Ordinary Meeting of Council.

Signed:  .....

Date 25 October 2024

These minutes were confirmed at the Ordinary Council Meeting held 27 / 11 / 2024

Signed:  .....

Date 27 / 11 / 2024

(Presiding Person at the meeting at which minutes were confirmed)

### **Acknowledgement of Noongar People**

The Shire of Narrogin acknowledges the Noongar people as traditional custodians of this land and their continuing connection to land and community. We pay our respect to them, to their culture and to their Elders past and present.

Naatj ngiyan Birdiya Gnarojin kep unna nidja Noongar Moort ngaala maya nidja boodjera baarlap djoowak karlerl koolark. Ngalak niny ngullang karnan balang Bibolman baalap borong koora wer boorda.

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Alternative formats are also available upon request, including large print,  
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Shire of  
**Narrogin**  
*Love the life*

# STRATEGIC COMMUNITY PLAN 2017-27

**SNAPSHOT**

## VISION

To be a leading regional economic driver and a socially interactive and inclusive community.

## MISSION

Provide leadership, direction and opportunities for the community.

## KEY PRINCIPLES

In achieving the Vision and Mission, we will set achievable goals and work with the community to maintain a reputation of openness, honesty and accountability. In doing so we will:

- Respect the points of view of individuals and groups;
- Build on existing community involvement;
- Encourage community leadership;
- Promote self-reliance and initiative;
- Recognise and celebrate achievement;
- Support the principles of social justice; and
- Acknowledge the value of staff and volunteers.

## OUR VALUES

### Care with Trust & Teamwork

**Caring** - We display kindness and concern for one another and our community

**Accountability** - We accept responsibility for our actions and outcomes

**Respect** - We treat everyone how we would like to be treated

**Excellence** - We go the extra mile to deliver outstanding services

**Trust** - We share without fear of consequences

**Team Work** - We work together for a common goal

## ECONOMIC

### Support growth and progress, locally and regionally...

#### Growth in revenue opportunities

- Attract new industry, business, investment and encourage diversity whilst encouraging growth of local business
- Promote Narrogin and the Region
- Promote Narrogin's health and aged services including aged housing

#### Increased Tourism

- Promote, develop tourism and maintain local attractions

#### An effective well maintained transport network

- Maintain and improve road network in line with resource capacity
- Review and implement the Airport Master Plan

#### Agriculture opportunities maintained and developed

- Support development of agricultural services

## SOCIAL

### Provide community facilities and promote social interaction...

#### Provision of youth services

- Develop and implement a youth strategy

#### Build a healthier and safer community

- Support the provision of community security services and facilities
- Advocate for mental health and social support services
- Continue and improve provision of in-home care services

### Existing strong community spirit and pride is fostered, promoted and encouraged

- Develop and activate Sport and Recreation Master Plan
- Engage and support community groups and volunteers
- Facilitate and support community events
- Provide improved community facilities (eg library/recreation)
- Encourage and support continued development of arts and culture

#### Cultural and heritage diversity is recognised

- Maintain and enhance heritage assets
- Support our Narrogin cultural and indigenous community

#### A broad range of quality education services and facilities servicing the region

- Advocate for increased education facilities for the region
- Advocate for and support increased education services

## ENVIRONMENT

### Conserve, protect and enhance our natural and built environment...

#### A preserved natural environment

- Conserve, enhance, promote and rehabilitate the natural environment

#### Effective waste services

- Support the provision of waste services

#### Efficient use of resources

- Increase resource usage efficiency

#### A well maintained built environment

- Improve and maintain built environment

## CIVIC

### Continually enhance the Shire's organisational capacity to service the needs of a growing community...

#### An efficient and effective organisation

- Continually improve operational efficiencies and provide effective services
- Continue to enhance communication and transparency

#### An employer of choice

- Provide a positive, desirable workplace

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Please note that meetings may be audio recorded for minute taking purposes and if applicable, in compliance with legislation.

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## ORDINARY COUNCIL MEETING 23 OCTOBER 2024

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### 1. OFFICIAL OPENING/ANNOUNCEMENT OF VISITORS

The Presiding Member, President Ballard, declared the meeting open at 7:01pm.

### 2. RECORD OF ATTENDANCE/APOLOGIES/APPROVED LEAVE OF ABSENCE

#### **Elected Members (Voting)**

Mr L Ballard – Shire President (Presiding Member)

Cr G Broad – Deputy Shire President

Cr M Fisher

Cr C Bartron

Cr J Pomykala – Via Microsoft Teams (approved in advance by the Shire President)

Cr R McNab

Cr T Wiese

#### **Staff**

Mr D Stewart – Chief Executive Officer

Mr A Awang – Executive Manager Development & Regulatory Services

Mr T Evans – Executive Manager Technical & Rural Services

Mrs L Webb – Executive Support Coordinator

#### **Leave of Absence**

Nil

#### **Apologies**

Nil

#### **Absent**

Nil

#### **Visitors**

Three (3)



**3. DECLARATIONS OF INTEREST BY ELECTED MEMBERS AND COUNCIL EMPLOYEES IN MATTERS INCLUDED IN THE MEETING AGENDA**

Name	Item No	Interest	Nature
Cr Broad	10.4.2	Impartiality	Committee Member

**4. RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE**

Nil

**5. PUBLIC QUESTION TIME**

**5.1 Brian Seale**

Submitted the following questions prior to the October Ordinary Council Meeting:

*“Question 1.*

*Is there a reason for not providing a financial report and a schedule of Accounts for payment to this meeting, and is it proposed to present these to the November meeting?”*

Response:

Due to staff absences and approved leave, the CEO has permitted the Finance Staff to defer the preparation of the Monthly Financial Statements and Payments listings until the November Council Meeting. This decision allows the staff to focus on completing the Annual Financial Statements, which have now been successfully finalised ready for audit.

*“Question 2.*

*Will council consider the provision of a men’s refuge, similar to that which is provided for women in Narrogin?”*

Response:

The Council currently does not provide crisis accommodation for men's refuges but acknowledges the need for such facilities, similar to those available for women. The Council will continue to advocate for the establishment of a men's refuge with the Department of Communities and the Minister for Housing.

*“Question 3.*

*Will council consider adopting a more flexible approach to give assistance to applicants interested in business and/or developmental projects to ease the discomfort of having to deal with the legalities and legislative obligations, where these concepts are often unknown to applicants?”*

Response:

The Shire maintains a proactive and flexible approach in assisting business project proponents with navigating the complexities of lawful requirements for setting up businesses. We collaborate with the Narrogin Chamber of Commerce and the Small Business Local branch in Narrogin to provide appropriate guidance within our available resources.

*The Executive Manager Technical & Rural Services left the Council Chambers at 7:06pm.*

*The Executive Manager Technical & Rural Services returned to the Council Chambers at 7:06pm.*

“Question 4.

*Is there any advance towards development of the “Old Drive in site” on Clayton Road?”*

Response:

The Shire's CEO has recently met with one of the owners of the former drive-in site. The owners are advancing a project aimed at developing an over-50s lifestyle village, which could also temporarily serve as a workforce camp to support renewable companies operating in the Shire.

“Question 5.

*What is the current status of the Bio-Diesel plant proposed for Narrogin?”*

Response:

The Shire President, Deputy Shire President, and CEO have been in discussions with the new landowners of the proposed biodiesel plant. We are awaiting confirmation that the project is moving forward through the JDAP planning process, which has been deferred by the proponent until January 2025, pending environmental studies.

## **6. APPLICATIONS FOR LEAVE OF ABSENCE**

The next Council Meeting is scheduled for 27 November 2024.

## **7. CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS**

### **7.1 Ordinary Council Meeting**

#### **OFFICER’S RECOMMENDATION & COUNCIL RESOLUTION 231024.01**

Moved: Cr Bartron

Seconded: Cr Wiese

That the minutes of the Ordinary Council Meeting held on 25 September 2024 be confirmed as an accurate record of the proceedings.

**CARRIED 7/0**

For: President Ballard, Cr Broad, Cr Fisher, Cr Bartron, Cr Pomykala, Cr Wiese, Cr McNab

Against: Nil



## 8. ANNOUNCEMENTS BY THE PERSON PRESIDING WITHOUT DISCUSSION

### 8.1 Acknowledgement of Volunteer Employer Recognition Award

The Shire President acknowledged the Shire of Narrogin for receiving one of only two employer Distinction Awards at this year's Volunteer Employer Recognition Awards (VERA), as nominated by Shire Employee and Narrogin Volunteer Fire and Rescue Service member Scott Reeves.

The Shire's Chief Executive Officer has recently thanked Scott Reeves, for the nomination via letter noting *'Your nomination is a testament to the strong relationship we share with our volunteers and highlights the Shire's commitment to supporting volunteer service within our community. We are proud to contribute to the safety and well-being of Narrogin and grateful for the hard work and dedication of volunteers like yourself.'*

### 8.2 Early Bird Rates Prizes Draw

The Early Bird Rates prizes draw was carried out by the Shire President. All rates that were paid in full by 8 October 2024 and were eligible\* are qualified and the winners were drawn using the Shire's SynergySoft 'random prize generator competition' module. The 17 winners drawn, totaling \$3,000 are documented in the table below and will be notified in writing.

RATES EARLY BIRD PRIZE 2024/25				
Prize	Assessment	Initial	Surname / Name	Prize
1 <sup>st</sup>	A289700	K	Renfrey	\$1,000
2 <sup>nd</sup>	A340106		Ausvision Rural Services Pty Ltd	\$500
Bonus – 1 <sup>st</sup>	A100100	P	Welch	\$100
Bonus – 2 <sup>nd</sup>	A263150	A	Hastie	\$100
Bonus – 3 <sup>rd</sup>	A285100	Y	Jones	\$100
Bonus – 4 <sup>th</sup>	A301600	C	Ward	\$100
Bonus – 5 <sup>th</sup>	A340017		Dtinn Holdings Pty Ltd	\$100
Bonus – 6 <sup>th</sup>	A105020	G	Williames	\$100
Bonus – 7 <sup>th</sup>	A340224	G	Froome	\$100
Bonus – 8 <sup>th</sup>	A144700	V	Alagati	\$100
Bonus – 9 <sup>th</sup>	A340011		Dtinn Holdings Pty Ltd	\$100
Bonus – 10 <sup>th</sup>	A307300	G	Buemi	\$100
Bonus – 11 <sup>th</sup>	A279000	J	Williams	\$100
Bonus – 12 <sup>th</sup>	A235400	T	Nankivell	\$100
Bonus – 13 <sup>th</sup>	A332100	P	Blyth	\$100
Bonus – 14 <sup>th</sup>	A222900	G	Perkins	\$100
Bonus – 15 <sup>th</sup>	A668		Conrac Pty Ltd (Moore)	\$100

\*Notewell: The Council has determined criteria applicable to be eligible for the Early Bird Rates Prizes Draw, pursuant to Council Policy 3.5 – Rates Prize Eligibility.

## 9. PETITIONS, DEPUTATIONS, PRESENTATIONS OR SUBMISSIONS

Nil

**10. MATTERS WHICH REQUIRE DECISIONS**

**10.1 DEVELOPMENT AND REGULATORY SERVICES**

Nil

## 10.2 TECHNICAL AND RURAL SERVICES

### 10.2.1 NAMING OF Highbury Parks

File Reference	21.4.1
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interests that requires disclosure.
Applicant	Highbury District Community Council Inc
Previous Item Numbers	Nil
Date	19 September 2024
Author	Torre Evans – Executive Manager Technical & Rural Services
Authorising Officer	Dale Stewart – Chief Executive Officer
Attachments 1. Map of Highbury Memorial Park / Wilbur Park	

#### Summary

Council is requested to consider the application from the Highbury District Community Council Inc (HDCC) to rename sections of Wilbur Park in Highbury. The application proposes that the war memorial section of Wilbur Park be renamed Highbury Memorial Park, while the play equipment area adjacent to the Highbury Tennis Club be Wilbur Park, see Attachment 1.

#### Background

HDCC submitted a formal request to the Administration via email for the renaming of Wilbur Park to better reflect the historical significance of the park's different sections. HDCC has proposed that the war memorial section be formally named Highbury Memorial Park to honour local history and those who served in past conflicts. The area of the park containing the play equipment and adjacent to the Highbury Tennis Club will retain the name Wilbur Park.

This proposal follows the Council's previous resolution to name local parks and reserves based on community input and historical relevance, similar to the decisions made during the Naming Narrogin's Parks process. Local input is highly valued, with the HDCC being a group of local Highbury residents representing the Highbury Community.

#### Consultation

Community consultation for this proposal has occurred informally through the HDCC's communications with local Highbury residents. The consultation is consistent with the principles outlined in the Shire's Community Engagement Policy 1.14.

Pursuant to the Policies and Standards for Geographical Naming in Western Australia established by the Department of Planning, Lands & Heritage, any proposal for naming of a park shall be advertised for public comment prior to being referred to that Department for its consideration and approval.

#### Statutory Environment

Naming of parks and reserves is governed by the Policies and Standards for Geographical Naming in Western Australia, as administered by the Geographic Names Committee. This proposal complies

with the naming policies, including the requirement for names to consist of a single name element followed by a feature class (e.g., "Park").

Policies and Standards for Geographical Naming in Western Australia Version 03:2017 is available [here](#).

### Policy Implications

Should Council resolve to support this item, then new signage reflecting the approved names will need to be installed in accordance with the Shire's Local Planning Schemes Policy Manual, D10 – Advertisement Design.

### Financial Implications

Should Council resolve to support this item, then there will be a minor financial cost of up to \$300 for the purchase of the timber associated with updating the park signage, which can be contained within the current Budget. Mitch Wray from the HDCC advises that the Narrogin Agriculture School will engrave the timber with the lettering and paint it in the compliant colours the same as all other parks in Narrogin.

### Strategic Implications

This proposal supports the objectives outlined in the Shire of Narrogin Strategic Community Plan 2017-2027, specifically:

Objective:	2.	Social Objective (To provide community facilities and promote social interaction)
Objective:	2.3	Existing strong community spirit and pride is fostered, promoted and encouraged
Objective:	3.	Environment Objective (Conserve, protect and enhance our natural and built environment)
Objective:	3.4	A well maintained built environment

### Risk Implications

Risk	Risk Likelihood	Risk Impact / Consequence	Risk Rating	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
Should Council choose not to endorse these parks signs, then this may lead to some community dissatisfaction.	Unlikely (2)	Moderate (3)	Medium (5-9)	Management of Facilities, Venues, Events and Services	Accept the Officer's Recommendation which will foster community pride in Highbury.

## Risk Matrix

Consequence		Insignificant	Minor	Moderate	Major	Catastrophic
Likelihood		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives: occupational health and safety, financial, service interruption, compliance, reputation, and environment. A risk matrix has been prepared and a risk rating of six (6) has been determined for this item. Any items with a risk rating over 10 or greater (considered to be high or extreme risk) will be added to the Risk Register, and any item with a risk rating of 16 or greater will require a specific risk treatment plan to be developed.

## Comment/Conclusion

The Administration received an email request from Mitchell Wray on behalf of the HDCC, requesting that Wilbur Park (Memorial section) in Highbury, be renamed to Highbury Memorial Park and the section of Wilbur Park near the play equipment be named as Wilbur Park. Mitchell also advised that if permission is given to rename the park, he would organise for the timber signage to be engraved with the new names if the Shire would supply the timber, in line with the style of signage for other parks in Narrogin.

There is currently no park signage at Wilbur Park due to the previous park sign being handmade and the sign returned to the family due to the passing of the person who made the sign.

The naming of the parks would have no impact on the current leased areas being the Highbury Hall and Highbury Tennis Courts.

The renaming of the war memorial section to Highbury Memorial Park and retaining Wilbur Park for the play equipment area provides a balanced approach that honours both the historical significance and community use of the space. The proposal is in line with community feedback (via the HDCC) and complies with the statutory requirements for naming parks in Western Australia.

## Voting Requirements

Simple Majority

### **OFFICERS' RECOMMENDATION & COUNCIL RESOLUTION 231024.02**

Moved: Cr Wiese

Seconded: Cr McNab

That with respect to the Naming of Highbury Parks, Council:

- 1) Endorse the proposal from the Highbury District Community Council Inc (HDCC) to rename the war memorial section of Wilbur Park as Highbury Memorial Park and to retain the name Wilbur Park for the section of the park where the play equipment is located, adjacent to the Highbury Tennis Club, as outlined in Attachment 1;
- 2) Request the Administration to advertise the proposal for 21 days via signage on the Park, Highbury Hall, and in the Highbury Store inviting submissions to the Shire within that period; and
- 3) Subject to there being no adverse submissions, authorise the Chief Executive Officer to submit the proposal to the Department of Planning, Lands & Heritage.

**CARRIED 7/0**

For: President Ballard, Cr Broad, Cr Fisher, Cr Bartron, Cr Pomykala, Cr Wiese, Cr McNab

Against: Nil







## 10.2.2 ROAD SAFETY POLICY AND VISION STATEMENT

File Reference	13.3.8
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interests that requires disclosure.
Applicant	Nil
Previous Item Numbers	Nil
Date	2 October 2024
Author	Torre Evans – Executive Manager Technical & Rural Services
Authorising Officer	Dale Stewart – Chief Executive Officer
Attachments 1. Draft Road Safety Policy and Vision Statement	

### Summary

The purpose of this report is to recommend that the Council adopts a Road Safety Policy and Vision Statement. This strategic document aims to enhance community welfare, align with the Shire's existing status as a registered WALGA RoadWise Council, and position Narrogin as a leading advocate for road safety within the region.

By implementing this policy, the Council will not only improve the safety of its transport networks but also support broader state-wide efforts to reduce road trauma and promote safe driving behaviours.

### Background

The Shire of Narrogin is currently a registered WALGA RoadWise Council, committed to promoting road safety initiatives across the community. However, despite this recognition, there is no formal Road Safety Policy or Vision Statement in place to guide Council's or the organisations ongoing efforts.

By adopting such a policy, the Shire will have a clear strategic direction that reinforces its commitment to road safety. This is particularly relevant given the growing demand for safer road infrastructure and the increased emphasis on community health and welfare. The Council is presented with the opportunity to establish itself as a regional leader in road safety, further promoting community well-being and reducing risks on local roads.

### Consultation

Consultation was carried out internally with the Chief Executive Officer by the Executive Manager of Technical and Rural Services and externally with WALGA RoadWise representative Mr Rodney Thornton.

Council may recall at its September Ordinary Meeting; it was presented with a WALGA RoadWise glass figurine recognising the Shire of Narrogin as a registered RoadWise Council and a supporter of road safety.

Additional consultation will continue with relevant stakeholders through social media and the Shire's website, to promote the vision and ensure community-wide support of safe road practices.

## Statutory Environment

There are no statutory obligations for the Council to adopt a Road Safety Policy. However, the Shire's role as a WALGA RoadWise Council, combined with state legislation promoting safer roads (such as the *Road Traffic Code 2000*), positions the Council to take proactive measures in enhancing road safety.

## Policy Implications

The adoption of a formal Road Safety Policy would enhance the Council's ability to align with and actively contribute to state and national road safety strategies. It would also provide a framework for future road improvements, education campaigns, and safety initiatives.

## Financial Implications

The financial implications are considered minor, primarily associated with the administration and promotion of the policy. Implementation costs can be absorbed within existing budget allocations under the Shire's Transport program and road grant funding.

Long-term investment in safer roads could also potentially reduce road maintenance costs and liabilities arising from accidents.

## Strategic Implications

Adopting a Road Safety Policy directly aligns with the Shire of Narrogin Strategic Community Plan 2017-2027, specifically:

Objective:	1.	Economic Objective (Support growth and progress, locally and regionally)
Outcome:	1.3	An effective well maintained transport network
Strategy:	1.3.1	Maintain and improve road network in line with resource capacity

Furthermore, it enhances the Shire's commitment to community welfare by addressing road safety concerns through a structured approach, benefiting both local residents and visitors.

## Risk Implications

Risk	Risk Likelihood	Risk Impact / Consequence	Risk Rating	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
Failure to effectively communicate and adopt a public Road Safety Policy could result in reputational damage and diminished community trust for the Shire of Narrogin. While the community expects the Shire to prioritise road	Possible (3)	Moderate (3)	High (10-16)	Asset Sustainability	Accept Officer Recommendation The proposed Road Safety Policy will mitigate these risks by providing a framework for preventive action.

safety, there may be a gap in understanding the resource constraints the Shire faces. If these limitations are not clearly communicated, it could lead to unrealistic expectations, public criticism, and potential liability in the event of accidents or incidents on Shire-managed roads.					
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### Risk Matrix

Consequence		Insignificant	Minor	Moderate	Major	Catastrophic
Likelihood		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives; occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating of nine (9) has been determined for this item. Any items with a risk rating over 10 or greater (considered to be high or extreme risk) will be added to the Risk Register, and any item with a risk rating of 16 or greater will require a specific risk treatment plan to be developed.

### Comment/Conclusion

The adoption of a Road Safety Policy and Vision Statement will position the Shire of Narrogin as a leader in road safety initiatives, both within the region and as part of the broader WALGA RoadWise network. Such a policy will demonstrate the Council's commitment as a road safety advocate, to reducing road accidents, improving community welfare, and enhancing the overall safety of the local transport network.

By leading in road safety, the Shire of Narrogin will not only fulfill its obligations as a WALGA RoadWise Council but also set an example for other regional councils. It is recommended that the Council adopts the Road Safety Policy and Vision Statement as a key strategic document for the benefit of the entire community.

## Voting Requirements

Simple Majority

### **OFFICERS' RECOMMENDATION & COUNCIL RESOLUTION 231024.03**

Moved: Cr Fisher

Seconded: Cr Broad

That with respect to the Road Safety Policy and Vision Statement, Council:

- 1) Adopt the Road Safety Policy and Vision Statement as presented in the Attachment 1; and
- 2) Request the Chief Executive Officer to implement the policy through consultation with relevant stakeholders.

**CARRIED 7/0**

For: President Ballard, Cr Broad, Cr Fisher, Cr Bartron, Cr Pomykala, Cr Wiese, Cr McNab

Against: Nil

\*Notewell – it was suggested that the Chief Executive Officer and Council delegates should raise the issue at the next WALGA Central Country (CCZ).

## 12.15 Road Safety Policy and Vision Statement

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<b>Statutory context</b>	<p>Local Government Act 1995  Road Traffic Code 2000  Main Roads Act 1930  Work Health and Safety Act 2020  Road Safety Commission  Australian Standards, Guidelines, and Codes of Practice</p> <ul style="list-style-type: none"> <li>- Austroads Guide To Road Design Parts 1 To 7</li> <li>- Main Roads Supplement To Austroads Guide To Road Design Parts 1 To 6</li> <li>- Australian Standard 1742.2 Manual Of Uniform Traffic Control Devices</li> <li>- Main Roads Western Australia Code of Practice For Traffic Management Works On Road 2024</li> <li>- Main Roads Western Australia Code of Practice For Traffic Management For Events 2024</li> <li>- ARRB Unsealed Roads Best Practice Guide Volume 2</li> </ul>
<b>Corporate context</b>	<p>Strategic Community Plan 2017-2027  Corporate Business Plan  Long Term Financial Plan  Ten Year Road Program 2024-2034  Ten Year Footpath Construction Program 2024-2034  Ten Year Plant Replacement Program 2024-2034  Bridge Asset Management Plan  Policy 12.10 – Plant, Equipment and Vehicle Replacement</p>
<b>History</b>	<p>Draft                      2 October 2024</p>

### Road Safety Vision Statement

The Shire of Narrogin is committed to creating a safe and sustainable road network that minimises death and serious injury to all road users.

Through proactive measures, strategic planning, and collaboration with State and Federal partners, we aim to maintain our roads to the highest safety standards for this critical asset class.

By continuously investing in road infrastructure, technology, staff training, optimal fleet turnover and other road safety initiatives, the Shire strives to ensure that all road users, including residents, visitors, and transport operators, travel with confidence and security on our roads.

### Policy Statement

The Shire of Narrogin acknowledges that road safety is essential for the well-being of its community. To this end, the Shire will implement various Road Safety Management Strategies that adopts current and future best practice road safety principles as far as practicable.

The policy is intended to create a safer road environment through engineering, education, enforcement, and collaboration with stakeholders. The Shire will ensure that all road users, including pedestrians, cyclists, and motorists, benefit from a safer transport network.

### Objective

The objective of this policy is to outline the Shire of Narrogin's commitment to enhancing road safety across the Shire by adopting a comprehensive approach to help minimise road fatalities and serious injuries as far as

practicable. The policy strives to align with State and Federal principles off road safety and additionally, aligns to WALGA RoadWise road safety principles as a registered RoadWise Council.

### Key Principles

The Shire of Narrogin's approach to road safety will be guided by the following road safety principles, adapted from State and Federal road safety initiatives;

- **Fallibility** - Recognising that people make mistakes, the road network must be designed to minimise the potential for fatal or serious consequences resulting from those mistakes;
- **Vulnerability** - Acknowledging the human body's limited tolerance to crash forces, the design of roads and vehicles should protect people from serious injury;
- **Shared Responsibility** - Road safety is a shared responsibility between road users and road asset managers. The Shire is committed to providing a safe road network and forgiving environments for all road users; and
- **System Strengthening** - Strengthening all parts of the road safety system so that if one part fails, the others will protect people from fatal or serious injury.

### Policy Measures

The key objectives for the Shire to achieve optimal road safety on its road network is through:

- **Roads and Roadsides:**
  - Enhance road safety through separation of traffic, including vehicles, bicycles, and pedestrians where possible.
  - Improve crash protection by addressing hazards on roadsides, such as widening shoulders, adding barriers, vegetation management and improving lighting.
  - Conduct regular road safety and condition inspections on the Shire's road network using trained in-house staff.
  - Offer road safety and or auditor training to relevant personnel.
  - Utilise the Shire's solar digital variable messaging trailer mounted units, to promote road safety and advise road users of changing road conditions where relevant.
  - Conduct regular, and at least annual road signage inspections and audits for relevance and condition.
  - Utilise the Shire's traffic counters to identify traffic classes and movements, that will inform on volume and speed trends.
- **Intersections:**
  - Ensure safe speeds, relevant advisory and regulatory signage is present and traffic management at intersections to reduce collisions.
  - Consider Installing roundabouts or other road safety initiatives where feasible to improve safety.
- **Reducing Travel Speeds:**
  - Consider the implementation of targeted speed reductions strategies, particularly in mixed-use areas where vulnerable road users and or pedestrians are present, utilising the Shire's solar speed signs, and in collaboration with regulatory bodies (MRWA).
- **Fleet Safety:**
  - Implement the Shire's Fleet and Plant Replacement policy to ensure Shire vehicles and plant meet the highest safety standards, including the purchase of 5-star ANCAP-rated vehicles and enforcing driver compliance.
- **Post-Crash Response:**
  - Provide first aid and emergency preparedness training for employees where practical and relevant.
  - Through trained in-house staff, investigate black spot sites on Shire roads, identified by MRWA and analyse the potential causes and consider remedial actions or road improvements to rectify.
  - Consider submitting applications for State and Federal road grant funding, inclusive of Black Spot funding for hazardous roads or sections of.

- Area of Application:
  - This policy applies to all Shire-managed roads, roadsides, footpaths, and cycle paths. The policy also informs the development and maintenance of road infrastructure across the Shire.

### **Collaboration & Partnerships**

The Shire of Narrogin will collaborate with State and Federal governments, local communities, and road safety organisations to implement best practices in road safety. The Shire will actively participate in National and State road safety programs to secure funding and technical support.

### **Administration & Review**

The administration of this policy lies with the Shire's Technical & Rural Services Division. This policy will be reviewed every four years or as required to align with emerging road safety standards.

### **Forms and Templates**

– End of Policy

### **Notes**



### **10.3 CORPORATE AND COMMUNITY SERVICES**

Nil

## 10.4 OFFICE OF THE CHIEF EXECUTIVE OFFICER

### 10.4.1 ALLOCATION OF FUNDS FOR BUSH FIRE BRIGADE FIRE PREVENTION MEASURES

File Reference	2.7.1 & 9.5.1
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interests that requires disclosure.
Applicant	Ockley Volunteer Bush Fire Brigade
Previous Item Numbers	Nil
Date	10 October 2024
Author	Dale Stewart – Chief Executive Officer
Authorising Officer	Dale Stewart – Chief Executive Officer
<b>Attachments</b> 1. Letter from Troy Smith, Ockley Brigade Volunteer Bush Fire Control Officer 2. Letter to Mitchell Wray, President, Highbury District Community Council Inc	

#### Summary

Council is requested to amend the Budget to receive \$22,000 from public donations held in trust by the Highbury District Community Council Inc (HDCC) to fund the installation of a water tank and weather station at the request of the Shire's Ockley Volunteer Bush Fire Brigade. The projects will improve firefighting capabilities in the Narrogin East area, which was heavily impacted by fires in 2022. The Budget for the 2024/25 financial year will need to be amended accordingly to reflect this allocation. This funding will enable timely implementation, ensuring the community's preparedness for the upcoming and future fire events.

#### Background

The Ockley Volunteer Bush Fire Brigade, through their Volunteer Bush Fire Control Officer Troy Smith, has requested funding support for two projects aimed at improving firefighting capabilities in the Narrogin East area, which was severely affected by fires in February 2022. These projects include the installation of a 130,000 litre water tank and a weather station.

The HDCC received public donations following the 2022 fires, currently held in trust by the Highbury District Community Council intended to aid in recovery or mitigation measures. The Ockley Brigade has proposed that \$22,000 from these funds be allocated towards these two projects which has been supported by the HDCC (refer to Attachments 1 and 2).

#### Consultation

Consultation has occurred with the following:

- The Shire President;
- Troy Smith, Volunteer Bush Fire Control Officer, Ockley Brigade; and
- Mitchell Wray, President of the Highbury District Community Council.

It is proposed that the Fire Weather Station will be placed on an appropriate farm and the tank installed on a Shire road reserve, at an existing standpipe on the corner of Lange Road and Campbell Road, both within the locality.

### Statutory Environment

Pursuant to section 6.8 of the Local Government Act 1995:

*“A local government is not to incur expenditure from its municipal fund for an additional purpose except where the expenditure —*

*(a) is incurred in a financial year before the adoption of the annual budget by the local government; or*

*(b) is authorised in advance by resolution\*; or*

*(c) is authorised in advance by the mayor or president in an Emergency”.*

*\* Absolute majority required*

### Policy Implications

The Council's Policy Manual contains no policies that relate and nor are there any proposed.

### Financial Implications

The recommendation will require an amendment to the Council's Budget, allocating \$22,000 from the funds held in trust by the Highbury District Community Council and proposed to be released to the Shire upon completion of the projects. The projects will be fully funded through these donations, with no additional impact on the Shire's long-term financial plan, apart from the necessary upkeep of the assets, which is expected to be minimal.

Given the HDCC has approved the request based on quotes for the two (2) projects, there will be an imperative on the Shire's Administration to undertake the projects within the quotes provided and any overrun on this will need to be borne by the Shire of Narrogin.

### Strategic Implications

Shire of Narrogin Strategic Community Plan 2017-2027:

Outcome:	2.2	Build a healthier and safer community
Strategy:	2.2.1	Support the provision of community security services and facilities
Outcome:	3.1	A preserved natural environment
Strategy:	3.1.1	Conserve, enhance, promote, and rehabilitate the natural environment

## Risk Implications

Risk	Risk Likelihood	Risk Impact / Consequence	Risk Rating	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
Failure to amend the budget would be in breach of legislation and would increase the risk of negative impact on the Shire's end of year Financial position. Non-compliance may result in a qualified audit.	Rare (1)	Moderate (3)	Low (1-4)	Compliance Requirements	Accept Officer Recommendation to amend the Budget
Delay in obtaining necessary approvals for tank and weather station installation.	Possible (3)	Moderate (3)	Medium (5-9)	Business & Community Disruption	Control through engaging stakeholders early to expedite approval processes.

## Risk Matrix

Consequence		Insignificant	Minor	Moderate	Major	Catastrophic
Likelihood		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives; occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating of three (3) and nine (9) have been determined for this item. Any items with a risk rating over 10 or greater (considered to be high or extreme risk) will be added to the Risk Register, and any item with a risk rating of 16 or greater will require a specific risk treatment plan to be developed.

## Comment/Conclusion

The installation of the water tank and weather station will significantly improve firefighting capabilities in the Ockley locality enhancing community safety. The Ockley Brigade has already secured quotes for both projects, totalling \$22,000 (Refer to Attachment 1). Approval of this funding will enable the Shire to implement these measures in a timely manner, ensuring preparedness for the upcoming fire season.

## Voting Requirements

Absolute Majority

### OFFICERS' RECOMMENDATION & COUNCIL RESOLUTION 231024.04

Moved: Cr Bartron

Seconded: Cr McNab

That with respect to the request for a new water tank and weather station for the Ockley Locality by the Ockley Volunteer Bush Fire Brigade, Council:

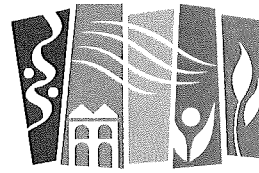
- 1) Thank the Ockley Volunteer Bush Fire Brigade for the identification of valuable Bush Fire Prevention Measures.
- 2) Thank the Highbury District Community Council Inc for its ongoing support and in the release of funds for the projects identified by the Brigade;
- 3) Amend the 2024/25 Municipal Budget as follows:
  - a) Increase expenditure GL 4050156 Fire – Plant & Equipment from Nil to \$22,000 for two fire prevention projects being;
    - i. A new Capital Job worth \$17,000 for the purchase and installation of a 130,000 litre water tank, including necessary plumbing and connections; and
    - ii. A new Capital Job worth \$5,000 for the purchase and installation of a weather station to support fire monitoring and safety.
  - b) Increase GL NEW Capital Revenue - Contributions & Donations from Nil to \$22,000; and
- 4) Request the Chief Executive Officer to ensure the implementation of the projects as soon as practical in liaison with the Shire's Chief Bush Fire Control Officer and Fire Control Officer of the Ockley Brigade.

*The Executive Manager Technical & Rural Services left the Council Chambers at 7:29pm*

**CARRIED BY ABSOLUTE MAJORITY 7/0**

For: President Ballard, Cr Broad, Cr Fisher, Cr Bartron, Cr Pomykala, Cr Wiese, Cr McNab

Against: Nil



Shire of  
**Narrogin**

Ockley Bush Fire Brigade  
Love the Shire  
631 Lange Road  
YILLIMINNING WA 6312

89 Earl Street, Narrogin

**Correspondence to:**

PO Box 1145, Narrogin WA 6312

T (08) 9890 0900

E enquiries@narrogin.wa.gov.au

W www.narrogin.wa.gov.au

2 October 2024

Shire of Narrogin  
PO Box 1145  
Narrogin WA 6312

Dear Dale

**REQUEST FOR RELEASE OF FUNDING FOR NEW TANK & WEATHER STATION,  
OCKLEY BRIGADE, NARROGIN EAST.**

On behalf of the Ockley Bush Fire Brigade, we are seeking funding support from the Shire of Narrogin to purchase two essential firefighting resources that will help protect the community.

We understand that following the Narrogin East Fires in early 2022, the Shire received public donations, which are currently held in trust by the Highbury District Council to aid in recovery efforts. As the recovery process has reached a significant milestone, we propose that a portion of the remaining funds—specifically, \$22,000—be allocated towards the purchase of these critical resources.

The Ockley Brigade has received quotes for the following projects:

1. **Water Tank (130,000 litres):** A quote of \$17,000 has been provided for a tank, which includes installation, plumbing, and all necessary preparations. The Ockley area has limited water availability, and a larger tank connected to the standpipe on Lange Road will significantly enhance our firefighting capabilities during emergencies.
2. **Weather Station:** A quote of \$5,000 has been secured for a weather station, covering installation and all related costs. The weather station will provide valuable data during the summer months, helping to monitor conditions and reduce fire risks across the Shire.

Both of these projects are vital to improving our response to fire emergencies and ensuring the safety of the Ockley community and surrounding areas.

Should you need any further information regarding this request, please do not hesitate to contact me or the Shire President, Mr. Leigh Ballard.

Thank you for your consideration and ongoing support.

Yours sincerely

Troy Smith  
**Fire Control Officer  
Ockley Brigade**

72216  
mikel  
14000

From  
Ockley

Fire sear

YOUR REF:

OUR REF: OCR2416232-6.1.4

ENQUIRIES: Dale Stewart



3 October 2024

Mitchell Wray  
 Highbury District Community Council  
 PO Box 350  
 NARROGIN WA 6312

89 Earl Street, Narrogin

**Correspondence to:**

PO Box 1145, Narrogin WA 6312

T (08) 9890 0900

E enquiries@narrogin.wa.gov.au

W www.narrogin.wa.gov.au

(via: [highburywa6313@gmail.com](mailto:highburywa6313@gmail.com))

Dear Mitch

### **NEW TANK & WEATHER STATION, OCKLEY BRIGADE, NARROGIN EAST**

I am writing on behalf of the Shire of Narrogin regarding the donations held by the Highbury District Community Council from the Narrogin East fire event in February 2022.

As part of our ongoing commitment to enhance fire prevention measures in our community, the Ockley Volunteer Bush Fire Brigade has proposed two essential projects, which are detailed in the attached letter from Fire Control Officer Troy Smith. These projects include the installation of a water tank and a weather station, which are crucial for improving our communities firefighting capabilities.

The Ockley Brigade has received quotes for the following projects:

1. Water Tank (130,000 litres): A quote of \$17,000 has been provided for a tank, which includes installation, plumbing, and all necessary preparations. The Ockley area has limited water availability, and a larger tank connected to the standpipe on Lange Road will significantly enhance our firefighting capabilities during emergencies.
2. Weather Station: A quote of \$5,000 has been secured for a weather station, covering installation and all related costs. The weather station will provide valuable data during the summer months, helping to monitor conditions and reduce fire risks across the Shire.

We respectfully request the consideration of the Highbury District Community Council to approve the allocation of \$22,000 from some of the remaining funds currently held in trust to support projects such as this. The funding would enable the Ockley Brigade to implement these vital measures, significantly contributing to the safety and preparedness of our community against future fire threats.

Thank you for your attention to this matter. We appreciate your ongoing support and consideration, and we look forward to your positive response.

Should you require further information or clarification on the above, please contact me via email, enquiries@narrogin.wa.gov.au or telephone 9890 0900.

Yours sincerely

Dale Stewart  
**Chief Executive Officer**

cc Shire President Leigh Ballard  
 Ockley Brigade Fire Control Officer Troy Smith



#### 10.4.2 APPROVAL OF LEASE - NARROGIN GOLF CLUB INC.

*The Chief Executive Officer noted that Cr Broad had declared an impartiality interest in item 10.4.2 as a Committee Member of Narrogin Golf Club Inc.*

File Reference	A340057
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interests that requires disclosure.
Applicant	Narrogin Golf Club Inc.
Previous Item Numbers	Item 10.4.4, 22 May 2024 Res. 220524.13
Date	10 October 2024
Author	Dale Stewart – Chief Executive Officer
Authorising Officer	Dale Stewart – Chief Executive Officer
Attachments 1. Management Order; 2. Draft Lease; and 3. Letter to Minister.	

#### Summary

Narrogin Golf Club Inc. has requested a 21-year lease extension. Upon review, it was found that the original lease (dated 1 July 2003) did not receive the required section 18 approval under the Land Administration Act 1997 (WA). Therefore, based on advice from the Minister's Office, a new lease is required. The Council is requested to authorise the preparation and signing of a new 21-year lease, subject to Ministerial approval.

#### Background

On 22 May 2024, Council resolved to renew Narrogin Golf Club Inc.'s lease. Following this, the Minister's Office advised that the original lease, from 1 July 2003, lacked the necessary section 18 approval under the Land Administration Act 1997 (WA), making it invalid. Ministerial guidance indicated that a new lease should be prepared for the maximum term of 21 years, as stipulated in the Management Order for Reserve 31110.

#### Consultation

Consultation has been undertaken with the following parties:

- Narrogin Golf Club Inc regarding the request for a lease extension; and
- Minister's Office for Lands providing guidance on the legal requirements for the lease.

#### Statutory Environment

The request aligns with the statutory framework for the use of public reserves for recreational purposes, being the Shire of Narrogin's Local Planning Scheme No. 3.

Lease of the land would need to comply with the Management Order (Attachment 1) issued in favour of the Shire of Narrogin by the Minister for Lands. Approval to lease for periods up to 21 years needs to be granted, subject to each and every lease being endorsed by the Minister.

This item is governed by the Land Administration Act 1997 (WA), specifically Section 18, which requires the approval of the Minister for Lands before a lease is granted over Crown land. The failure to secure section 18 approval for the original lease dated 1 July 2003 necessitates the execution of a new lease agreement.

Section 3.58 of the Local Government Act 1995, in relation to 'disposal' (by way of lease) also relates, however, disposal by way of lease, to an Incorporated Association is exempt from any advertising or valuation requirements.

### Policy Implications

Council Policy 1.11 Execution of Documents applies, authorising the Shire President and Chief Executive Officer to sign documents, including the new lease, on behalf of the Shire. The common seal will be affixed to the new 21-year lease for Narrogin Golf Club Inc. as required by the Local Government Act 1995, ensuring all legal procedures are met, subject to the approval from the Minister for Lands.

### Financial Implications

There are no additional financial implications beyond the administrative costs of preparing and executing the new lease, which are covered within the Shire's existing budget. Narrogin Golf Club Inc. will continue to meet their lease-related financial obligations as per the new agreement.

### Strategic Implications

Shire of Narrogin Strategic Community Plan 2017-2027

Outcome:	2.3	Existing strong community spirit and pride is fostered, promoted and encouraged
Strategy:	2.3.2	Engage and support community groups and volunteers
Outcome:	3.4	A well maintained built environment
Strategy:	3.4.1	Improve and maintain built environment

### Risk Implications

Risk	Risk Likelihood	Risk Impact / Consequence	Risk Rating	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
Failure to secure Ministerial approval for the lease	Unlikely (2)	Major (4)	Medium (5-9)	Compliance Requirements	Manage by ensuring all required documentation is submitted promptly to the Minister's Office.

## Risk Matrix

Consequence		Insignificant	Minor	Moderate	Major	Catastrophic
Likelihood		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives; occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating of eight (8) has been determined for this item. Any items with a risk rating over 10 or greater (considered to be high or extreme risk) will be added to the Risk Register, and any item with a risk rating of 16 or greater will require a specific risk treatment plan to be developed.

## Comment/Conclusion

Narrogin Golf Club Inc. is a vital part of the community, providing valuable recreational opportunities for residents. Approving a new lease for a further 21 years will ensure the club's continued operation. The proposed lease aligns with the Management Order governing the reserve, and Ministerial advice has confirmed that a new lease is necessary. The absence of the required section 18 approval for the original lease highlights the need for this new agreement. By executing the new lease, the Shire complies with statutory requirements, supporting the club's long-term contribution to the community. It is recommended that Council authorise the Shire President and CEO to proceed, contingent on Ministerial approval.

## Voting Requirements

Simple Majority

### OFFICERS' RECOMMENDATION & COUNCIL RESOLUTION 231024.05

Moved: Cr Wiese

Seconded: Cr McNab

*The Executive Manager Technical & Rural Services returned to the Council Chambers at 7:32pm*

That with respect to the proposed lease for Lot 3000, Williams-Kondinin Road, Narrogin WA 6312, on Reserve 31110, Council:

- 1) Request the Chief Executive Officer to seek consent of the Minister for Lands; and
- 2) Subject to Part 1), authorise the Shire President and the Chief Executive Officer to prepare, sign and affix the common seal to a lease with the Narrogin Golf Inc. in the substantive form of the draft attached to this report (Attachment 2), for a 21 year term.

**CARRIED 7/0**

For: President Ballard, Cr Broad, Cr Fisher, Cr Bartron, Cr Pomykala, Cr Wiese, Cr McNab

Against: Nil

\*Notewell: It was suggested that the Chief Executive Office should alter the draft ease to reflect an annual rent of \$1.00 per annum on demand, rather than the currently referenced \$24.00 per annum plus GST.

DUPLICATE

FORM LAA-1023

SECTION 46

WESTERN AUSTRALIA  
LAND ADMINISTRATION ACT 1997  
TRANSFER OF LAND ACT 1893 as amended

**MANAGEMENT ORDER (XE)**

## RESERVE DESCRIPTION (NOTE 1)

RESERVE DESCRIPTION (NOTE 1)	EXTENT	VOLUME	FOLIO
31110	Whole	3136	655
31110	Whole	3023	530

## MANAGEMENT BODY (NOTE 2)

Shire of Narrogin of PO BOX 1145 NARROGIN WA 6312

## CONDITIONS (NOTE 3)

1. To be used for the designated purpose of "Golf Links and Recreation" only; and
2. Power to lease (or sub lease or licence) for the designated purpose is granted for the whole or any portion thereof for any term not exceeding twenty one (21) years from the date of the lease subject to the approval in writing of the Minister for Lands being first obtained to each and every lease or assignment of lease, pursuant also to the provisions of section 18 and section 19 of the Land Administration Act 1997.

THE MINISTER FOR LANDS (IN THE NAME OF AND ON BEHALF OF THE STATE OF WESTERN AUSTRALIA) ORDERS THAT THE CARE, CONTROL AND MANAGEMENT OF THE ABOVE RESERVE BE PLACED WITH THE MANAGEMENT BODY DESCRIBED ABOVE FOR THE PURPOSE FOR WHICH THE LAND COMPRISING THE RESERVE IS RESERVED UNDER SECTION 41 OF THE LAND ADMINISTRATION ACT 1997, AND FOR PURPOSES ANCILLARY OR BENEFICIAL TO THAT PURPOSE SUBJECT TO THE CONDITIONS ABOVE

Dated this 28th day of May in the year 2019

## ATTESTATION (NOTE 4)

NAME: Lily Sutomo  
SENIOR STATE LAND OFFICER  
TEAM: Delivery - P25324



# Lease Lot 3000, Williams-Kondinin Road, Narrogin WA 6312 (Reserve 31110)

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Shire of Narrogin

Narrogin Golf Club Inc.



**McLEODS**

Barristers & Solicitors

Stirling Law Chambers | 220-222 Stirling Highway | CLAREMONT WA 6010

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

Email: [mcleods@mcleods.com.au](mailto:mcleods@mcleods.com.au)

Ref: NG:NARR:41868

# Disclaimer

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This document has been prepared as a template for the Shire of Narrogin (**Shire**).

McLeods cannot be held responsible for any errors of the Shire in preparing this document.

If something arises which is not addressed in the template then we advise the Shire to contact us to seek advice.

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# Details

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## Parties

### Shire of Narrogin

of PO Box 1145, Narrogin, Western Australia  
(Lessor)

### Narrogin Golf Club Inc.

of PO Box 332, Narrogin, Western Australia  
(Lessee)

## Background

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

## Agreed terms

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### 1. Definitions

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

**Amounts Payable** means the Rent and any other money payable by the Lessee under this Lease;

**Authorised Person** means:

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

**CEO** means the Chief Executive Officer for the time being of the Lessor or any person appointed by the Chief Executive Officer to perform any of her or his functions under this Lease;

**Commencement Date** means the date of commencement of the Term specified in **Item 4** of the Schedule;

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

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

**DER** means the Department of Water and Environmental Regulation of Western Australia;

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

**EPA** means the Environment Protection Agency of Western Australia;

**Encumbrance** means a mortgage, charge, lien, pledge, easement, restrictive covenant, writ, warrant or caveat and the claim stated in the caveat;

**Further Term** means each further term specified in **Item 3** of the Schedule;

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

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

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

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

**Lessee’s Agents** includes:

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

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

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

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

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

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

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

**Rent** means the rent specified in **Item 5** of the Schedule;

**Schedule** means the Schedule to this Lease;

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

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

## 2. Interpretation

In this Lease, unless expressed to the contrary:

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

- (ii) a covenant to take all reasonable steps to ensure that that act or thing is not done or omitted to be done;
- (e) the meaning of general words or phrases is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and
- (f) if a Party comprises two or more persons, the covenants and agreements on their part bind them and must be observed and performed by them jointly and each of them severally, and may be enforced against any one or more of them.

### 3. Minister for Lands Consent

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

### 4. Grant of lease

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

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

### 5. Quiet enjoyment

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

### 6. Rent and other payments

The Lessee covenants with the Lessor:

#### Rent

To pay to the Lessor the Rent in the manner set out at **Item 5** of the Schedule on and from the Commencement Date clear of any deductions.

#### Outgoings

- (1) To pay to the Lessor or to such person as the Lessor may from time to time direct punctually all the following outgoings or charges, assessed or incurred in respect of the Premises:
  - (a) local government rates, specified area rates, taxes, service and other charges and including charges for rubbish and garbage removal;
  - (b) water, drainage and sewerage rates, charges for disposal of stormwater, meter rent and excess water charges;

- (c) telephone, electricity, gas and other power and light charges including but not limited to meter rents and the cost of installation of any meter, wiring, internet connections or telephone connection;
  - (d) land tax and metropolitan regional improvement tax on a single ownership basis;
  - (e) premiums, excess and other costs arising from the insurance obtained by the Lessor pursuant to **clause 8**. For the avoidance of doubt, the parties agree:
    - (i) that if such premium or cost does not include a separate assessment or identification of the Premises or the Land, the Lessee must pay a proportionate part of such premium or cost determined by the Lessor acting reasonably; and
    - (ii) such insurance will include insurance for the full replacement value of buildings; and
  - (f) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Premises.
- (2) If the Premises are not separately charged or assessed the Lessee will pay to the Lessor a proportionate part of any charges or assessments referred to in **clause 6(1)** being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

## Interest

Without affecting the rights, power and remedies of the Lessor under this Lease, to pay to the Lessor interest on demand on any Amounts Payable which are unpaid for 7 days computed from the due date for payment until payment is made and any interest payable under this paragraph will be charged at the Interest Rate.

## Costs

- (3) To pay to the Lessor on demand:
- (a) all duty, fines and penalties payable under the *Duties Act 2008* and other statutory duties or taxes payable on or in connection with this Lease;
  - (b) all registration fees in connection with this Lease; and
  - (c) all legal costs of and incidental to the instructions for the preparation, execution and stamping of this Lease and all copies.
- (4) To pay to the Lessor all costs, legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to:
- (a) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;
  - (b) any breach of covenant by the Lessee or the Lessee's Agents;
  - (c) the preparation and service of a notice under Section 81 of the *Property Law Act 1969* requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a Court;
  - (d) any work done at the Lessee's request; and
  - (e) any action or proceedings arising out of or incidental to any matters referred to in this **clause 6** or any matter arising out of this Lease.



## Accrual of amounts payable

Amounts Payable accrue on a daily basis.

## 7. Rent Review

### Rent to be Reviewed

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

### Methods of Review

The review will be either based on CPI or a Market Review. The basis for each rent review is as identified for each Rent Review Date in **Item 6** of the Schedule.

### CPI Review

A rent review based on CPI will increase the amount of Rent payable during the immediately preceding period by the percentage of any increase in CPI having regard to the quarterly CPI published immediately prior to the later of the Commencement Date or the last Rent Review Date as the case may be and the quarterly CPI published immediately prior to the relevant Rent Review Date. If there is a decrease in CPI having regard to the relevant CPI publications the Rent payable from the relevant Rent Review Date will be the same as the Rent payable during the immediately preceding period. Should the CPI be discontinued or suspended at any time or its method of computation substantially altered, the parties shall endeavour to agree upon the substitution of the CPI with an equivalent index, or failing agreement by the parties, the substitution shall be made by a Valuer appointed in accordance with **clause 7**.

### Market Rent Review

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

## Rent will not decrease

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

## Lessor's right to review

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

# 8. Insurance

## Insurance required

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

- (a) adequate public liability insurance for a sum not less than the sum set out at **Item 8** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require;
- (b) insurance against all risks as the Lessor may require, of all plate glass windows, doors and display show cases forming part of or within the Premises for a sum which is not less than its full insurable value;
- (c) insurance to cover the Lessee's fixtures, fittings, equipment and stock against loss or damage by fire, fusion, smoke, lightning, flood, storm, tempest, earthquake, sprinkler leakage, water damage and other usual risks against which a Lessee can and does ordinarily insure in their full replacement value, and loss from theft or burglary;
- (d) employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Lessee employed in, about or on the Premises; and
- (e) any other policy of insurance which the Lessor may reasonably require or specify from time to time.

## Building Insurance to be effected by Lessor

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

## Details and receipts

In respect of the insurances required by **clause 8** the Lessee must:

- (f) upon renewal of any insurance policy immediately forward to the Lessor copies of Certificates of Currency and details of the insurances as held by the Lessee;

- (g) promptly pay all premiums and produce to the Lessor each policy or certificate of currency and each receipt for premiums or certificate of currency issued by the insurers; and
- (h) notify the Lessor immediately:
  - (i) when an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
  - (ii) when a policy of insurance is cancelled.

### **Lessee May be Required to Pay Excess on Insurances**

The Lessee AGREES with the Lessor that it shall be responsible to pay any excess payable in connection with the insurances referred to in **clause 8**.

### **Not to invalidate**

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

- (i) render any insurance effected under **clause 8** on the Premises, or any adjoining premises, void or voidable; or
- (j) cause the rate of a premium to be increased for the Premises or any adjoining premises (except insofar as an approved development may lead to an increased premium).

### **Report**

Each Party must report to the other promptly in writing and in an emergency verbally:

- (k) any damage to the Premises of which they are or might be aware; and
- (l) any circumstances of which they are aware and which are likely to be a danger or cause any damage or danger to the Premises or to any person in or on the Premises.

### **Settlement of claim**

The Lessor may, but the Lessee may not without prior written consent of the Lessor, settle or compromise any claims under any policy of insurance required by **clause 8**.

### **Lessor as attorney**

The Lessee irrevocably appoints the Lessor as the Lessee's attorney during the Term:

- (m) in respect to all matters and questions which may arise in relation to any insurances required by **clause 8**;
- (n) with full power to demand, sue for and recover and receive from any insurance company or society or person liable to pay the insurance money as are payable for the risks covered by the insurances required by **clause 8**;
- (o) to give good and effectual receipts and discharges for the insurance; and
- (p) to settle, adjust, arbitrate and compromise all claims and demands and generally to exercise all powers of absolute owner.

## 9. Indemnity

### Lessee responsibilities

- (1) The Lessee is subject to the same responsibilities relating to persons and property to which the Lessee would be subject if during the Term the Lessee were the owner and occupier of the freehold of the Premises.
- (2) The Lessee is responsible and liable for all acts or omissions of the Lessee's Agents on the Premises and for any breach by them of any covenants or terms in this Lease required to be performed or complied with by the Lessee.

### Indemnity

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

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

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

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

### Obligations Continuing

The obligations of the Lessee under this clause:

- (d) are unaffected by the obligation of the Lessee to take out insurance, and the obligations of the Lessee to indemnify are paramount, however if insurance money is received by the Lessor for any of the obligations set out in this clause then the Lessee's obligations under **clause 9** will be reduced by the extent of such payment.
- (e) continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

## **No indemnity for Lessor's negligence**

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

## **Release**

(4) The Lessee:

- (a) agrees to occupy and use the Premises at the risk of the Lessee; and
- (b) releases to the full extent permitted by law, the Lessor and the Minister for Lands from:
  - (i) any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Premises or arising from the Lessee's use or occupation of the Premises by;
  - (ii) loss of or damage to the Premises or personal property of the Lessee; and
  - (iii) all claims, actions, loss, damage, liability, costs and expenses arising from or connected with (directly or indirectly) the presence of any Contamination, Pollution or Environmental Harm in, on or under the Premises or surrounding area

except to the extent that such loss or damage arises out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

(5) The release by the Lessee continues after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

## **10. Limit of Lessor's liability**

### **No liability for loss on Premises**

The Lessor will not be liable for loss, damage or injury to any person or property in or about the Premises however occurring.

### **Limit on liability for breach of Lessor's covenants**

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

## **11. Maintenance, repair and cleaning**

### **Generally**

- (1) The Lessee AGREES during the Term and for so long as the Lessee remains in possession or occupation of the Premises to maintain, replace, repair, clean and keep the Premises (which for the avoidance of doubt includes the Lessor's Fixtures and Fittings) and Appurtenances in Good Repair having regard to the age of the Premises at the Commencement Date PROVIDED THAT this subclause shall not impose on the Lessee any obligation:

- (a) to carry out repairs or replacement that are necessary as a result of fair and reasonable wear and tear, EXCEPT when such repair or replacement is necessary because of any act or omission of or on the part of the Lessee (or its servants, agents, contractors or invitees), or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee (or its servants, agents, contractors or invitees); and
  - (b) in respect of any structural maintenance, replacement or repair EXCEPT when such maintenance, repair or replacement is necessary because of any act or omission of or on the part of the Lessee (or its servants, agents, contractors or invitees), or by the Lessee's particular use or occupancy of the Premises.
- (2) In discharging the obligations imposed on the Lessee under this subclause, the Lessee shall where maintaining, replacing, repairing or cleaning:
- (a) any electrical fittings and fixtures;
  - (b) any plumbing;
  - (c) any air-conditioning fittings and fixtures;
  - (d) any gas fittings and fixtures,
- in or on the Premises use only licensed trades persons, or such trades persons as may be approved by the Lessor and notified to the Lessee, which approval shall not be unreasonably withheld.
- (3) The Lessee must take such reasonable action as is necessary to:
- (a) prevent, if it has occurred as a result of the Lessee's use of the Premises; and
  - (b) rectify or otherwise ameliorate,
- the effects of erosion, drift or movement of sand, soil, dust or water on or from the Premises.

## **Cleaning**

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

## **Repair**

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

## **Responsibility for Securing the Premises**

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

## **Maintain surroundings**

- (4) The Lessee must regularly inspect and maintain in good condition any part of the Premises which surrounds any buildings, including but not limited to any flora, gardens, lawns, shrubs, hedges and trees.
- (5) The Lessee agrees that any pruning of trees must be undertaken by a qualified tree surgeon.

- (6) If any flora, trees or lawn dies the Lessee must replace the flora, trees or lawn at its own expense.
- (7) The Lessee must plant and care for such trees on the Premises as the Lessor may from time to time reasonably require.
- (8) The Lessee may not remove any trees, shrubs or hedges without first consulting with and obtaining the approval of the Lessor, except where necessary for urgent safety reasons.

### **Lessor's Fixtures and Fittings**

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

### **Pest control**

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

### **Painting**

- (9) The Lessee must on or before each repainting date as stated in **Item 9** of the Schedule paint with at least 2 coats of paint those parts of the Premises usually painted internally.
- (10) All painting carried out on the Premises must be carried out by a registered painting contractor; and the registered painting contractor or other person engaged by the Lessee to paint the Premises must:
  - (a) do so in a proper manner using good quality materials;
  - (b) have the colour and quality of the materials approved in writing by the Lessor before the work commences;
  - (c) comply with all reasonable directions given or requests made by the Lessor; and
  - (d) be finished in a proper and workmanlike manner.

### **Drains**

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

## **12. Use**

### **Restrictions on use**

#### **(1) Generally**

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

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



- (b) use the Premises for any purpose which is not permitted under any local or town planning scheme, local laws, acts, statutes or any law relating to health.

**(2) No offensive or illegal acts**

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises any harmful, offensive or illegal act, matter or thing.

**(3) No nuisance**

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises any thing which causes a nuisance, damage or disturbance to the Lessor or to owners or occupiers of adjoining properties.

**(4) No dangerous substances**

The Lessee must not and must not suffer or permit a person to store any dangerous compound or substance on or in the Premises, otherwise than in accordance with the following provisions:

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

**(5) No harm or stress**

The Lessee must not and must not suffer or permit a person to do any act or thing which might result in excessive stress or harm to any part of the Premises.

**(6) No signs**

The Lessee must not and must not suffer or permit a person to display from or affix any signs, notices or advertisements on the Premises without the prior written consent of the Lessor.

**(7) No smoking**

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

**(8) Removal of rubbish**

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

**(9) No pollution**

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

**No warranty**

The Lessor gives no warranty:

- (a) as to the use to which the Premises may be put; or
- (b) that the Lessor will issue any consents, approvals, authorities, permits or licences required by the Lessee under any statute for its use of the Premises.

### **Lessee to Observe Copyright**

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

### **Premises Subject to Restriction**

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

### **Indemnity for Costs**

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

## **13. Alcohol**

### **Consumption of alcohol**

The Lessee COVENANTS AND AGREES:

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

### **Liquor licence**

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

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

- (e) provide a copy of the licence or permit (as well as a copy of any document referred to in the licence or permit, including without limitation a copy of the House Management Policy, Code of Conduct and Management Plan (as defined by the Harm Minimisation Policy)) to the Lessor as soon as practicable after the date of grant; and
- (f) indemnify and keep indemnified the Lessor from and against any breach of the Liquor Control Act 1988, Health (Food Hygiene) Regulations 1993, Liquor Control Regulations 1989 or the licence or permit or any conditions imposed thereupon for which it may be liable as the owner of the Premises.

## 14. Minimise nuisance to neighbours

Deleted

## 15. Alterations

### Restriction

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

### Consent

- (2) If the Lessor and any other person whose consent is required under this Lease or at law consents to any matter referred to in **clause 15** the Lessor may:
  - (a) consent subject to conditions; and
    - (i) require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent; and
    - (ii) require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant; and
  - (b) if the Lessor consents to any matter referred to in **clause 15**:
    - (i) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
    - (ii) the Lessee must apply for and obtain all such consent approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.

## Cost of Works

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

## Conditions

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

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

in accordance with the Lessor's requirements.

## 16. Lessor's right of entry

### Entry on Reasonable Notice

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

- (a)
  - (i) at all reasonable times;
  - (ii) with or without workmen and others; and
  - (iii) with or without plant, equipment, machinery and materials;
- (b) for each of the following purposes:
  - (i) to inspect the state of repair of the Premises and to ensure compliance with the terms of this Lease;
  - (ii) to carry out any survey or works which the Lessor considers necessary, however the Lessor will not be liable to the Lessee for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Lessee;
  - (iii) to comply with the Lessor's Covenants or to comply with any notice or order of any authority in respect of the Premises for which the Lessor is liable; and
  - (iv) to do all matters or things to rectify any breach by the Lessee of any term of this Lease but the Lessor is under no obligation to rectify any breach and any rectification under this **clause 16(b)(iv)** is without prejudice to the Lessor's other rights, remedies or powers under this Lease.

### Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to at **clause 16(b)(iv)** together with any interest payable on such sums will be a debt due to the Lessor and payable to the Lessor by the Lessee on demand.

## 17. Statutory obligations and notices

### Comply with Statutes

The Lessee must:

- (a) comply promptly with all statutes and local laws from time to time in force relating to the Premises;
- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the Premises specified at **clause 12**;
- (c) ensure that all obligations in regard to payment for copyright or licensing fees are paid to the appropriate person for all performances, exhibitions or displays held on the Premises; and
- (d) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Premises or to the business the Lessee carries on at the Premises.

### Indemnity if Lessee Fails to Comply

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

- (e) failing to perform, discharge or execute any of the items referred to in **clause 17**; and
- (f) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clause 17**.

## 18. Report to Lessor

The Lessee must immediately report to the Lessor:

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

## 19. Default

### Events of Default

A default occurs if:

- (a) the Lessee is in breach of any of the Lessee's Covenants for 28 days after a Notice has been given to the Lessee to rectify the breach or to pay compensation in money;
- (b) the association is wound up whether voluntarily or otherwise;
- (c) the Lessee passes a special resolution under the *Associations Incorporation Act 1997* altering its rules of association in a way that makes its objects or purposes inconsistent with the use permitted by this Lease;

- (d) a mortgagee takes possession of the property of the Lessee under this Lease;
- (e) any execution or similar process is made against the Premises on the Lessee's property;
- (f) the Premises are vacated, or otherwise not used, in the Lessor's reasonable opinion, for the Permitted Purpose for six month period; or
- (g) a person other than the Lessee or a permitted sublessee or assignee is in occupation or possession of the Premises or in receipt of a rent and profits.

## Forfeiture

On the occurrence of any of the events of default specified in **clause 19** the Lessor may:

- (h) without notice or demand at any time enter the Premises and on re-entry the Term will immediately determine;
- (i) by notice to the Lessee determine this Lease and from the date of giving such notice this Lease will be absolutely determined; and
- (j) by notice to the Lessee elect to convert the unexpired portion of the Term into a tenancy from month to month when this Lease will be determined as from the giving of the notice and until the tenancy is determined the Lessee will hold the Premises from the Lessor as a tenant from month to month under **clause 20**,

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

## Lessor may remedy breach

If the Lessee:

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

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

## Acceptance of Amount Payable By Lessor

Demand for or acceptance of the Amounts Payable by the Lessor after an event of default has occurred will not affect the exercise by the Lessor of the rights and powers conferred on the Lessor by the terms of the Lease or at law and will not operate as an election by the Lessor to exercise or not to exercise any right or power.

## Essential Terms

Each of the Lessee's Covenants in **clauses 6** (Rent and Other Payments), **7** (Insurance), **9** (Indemnity), **11** (Maintenance, Repair and Cleaning), **12** (Use), **26** (Assignment, Subletting and Charging) and **33** (Goods and Services Tax), is an essential term of this Lease but this **clause 19** does not mean or imply that there are no other essential terms in this Lease.

## Breach of Essential Terms

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

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

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

- (p) the Lessee agrees that the covenant set out in this **clause 19(c)** will survive termination or any deemed surrender at law of the estate granted by this Lease;
- (q) the Lessee may deduct from the amounts referred to at **clause 19(c)** the Rent and other money which the Lessor reasonably expects to obtain by re-letting the Premises between the date of Termination and the date on which the Term would have expired by effluxion of time; and
- (r) the Lessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms but the Lessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Lease.

## 20. Damage or destruction of Premises

### Abatement of Rent

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

### Total Damage or Destruction

If the premises are at any time during the Term destroyed or damaged to an extent as to be wholly unfit for the occupation and use of the Lessee either party may by notice in writing to the other of them given within sixty (60) days after the event elect to cancel and terminate this lease. The term will terminate upon such notice being given and the Lessee must vacate the premises and surrender



the same to the Lessor, but such termination will be without prejudice however to the liability of the Lessee under this Lease up to the date of termination.

## 21. Option to renew

Deleted

## 22. Holding over

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

## 23. Restore premises

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

## 24. Yield up the premises

### Peacefully surrender

On Termination the Lessee must:

- (a) peacefully surrender and yield up to the Lessor the Premises in a condition consistent with the observance and performance of the Lessee's Covenants under this Lease;
- (b) surrender to the Lessor all keys and security access devices and combination for locks providing an access to or within the Premises held by the Lessee whether or not provided by the Lessor.

### Clause 24 to survive termination

The Lessee's obligation under **clause 24** will survive termination.

## 25. Removal of property from Premises

### Remove property prior to termination

Prior to Termination, unless otherwise mutually agreed between the parties, the Lessee must remove from the Premises all property of the Lessee which is not a fixture other than air-conditioning plant and fire equipment, security alarms and security systems and other fixtures and fittings which in the opinion of the Lessor form an integral part of the Premises and promptly make good, to the satisfaction of the Lessor, any damage caused by the removal.

### Lessor can remove property on re-entry

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

## 26. Casual Hire of Premises

### Casual Hire

- (1) The Lessee may hire out the Premises or any part thereof on a casual basis only PROVIDED:
  - (a) such use is consistent at all times with the Permitted Purpose;
  - (b) the Lessee ensures any hirer complies strictly with the relevant terms of this Lease; and
  - (c) the Lessee obtains the prior written consent for any hire arrangements, which consent may be withheld by the Lessor in its absolute discretion.
- (2) For the purposes of this Lease, “casual hire” means any hire of the Premises by the Lessee to a third party for a period of no more than 48 hours in any calendar month and does not include any formal transfer, assignment or sublease of the Premises.

### Lessee remains responsible for Premises at all times

The Lessee ACKNOWLEDGES that at all times, including when the Premises are hired to a third party, it remains responsible for the Premises, including without limitation any damage that may be caused or occurs during any hire period.

## 27. Assignment, Subletting and Charging

### No assignment or sub-letting without consent

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

### Lessor's Consent to Assignment and Sub-letting

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

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

## Where sublessee is a community group

If the proposed sublessee is a community group, whether or not a body corporate or unincorporated, the Lessor may not require a deed of sublease under **clause 27(c)**.

## Consents of Assignee Supplementary

The covenants and agreements on the part of any assignee will be supplementary to the Lessee's Covenants and will not release the assigning lessee from the Lessee's Covenants.

## Property Law Act 1969

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

## Costs for assignment and sub-letting

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

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

whether or not the assignment or Sub-letting proceeds.

## No mortgage or charge

The Lessee must not mortgage nor charge the Premises.

## 28. Disputes

### Referral of Dispute: Phase 1

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

### Referral of Dispute: Phase 2

In the event the dispute is not resolved in accordance with **clause 28** of this Lease then the dispute shall be referred in writing to the CEO of the Lessor who shall convene a meeting within 10 days of the Original Meeting or such other date as is agreed to by the parties between the CEO and the President of the Lessee for the purpose of resolving the dispute.

### Appointment of Arbitrator: Phase 3

In the event the dispute is not resolved in accordance with **clause 28** of this Lease then the dispute shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 1985* (as amended from time to time) and the Lessor and the Lessee may each be represented by a legal practitioner.

## Payment of Amounts Payable to Date of Award

The Lessee must pay the Amounts Payable without deduction to the date of the award of the Arbitrator or the date of an agreement between the Parties whichever event is the earlier, and if any money paid by the Lessee is not required to be paid within the terms of the award of the Arbitrator or by agreement between the Lessor and the Lessee then the Lessor will refund to the Lessee the monies paid

## 29. Prior notice of proposal to change rules

The Lessee agrees that it will not change its rules of association under the Associations Incorporations Act 1987 without notifying the Lessor of its intention to make such a change prior to consideration of the required special resolution.

## 30. Provision of information

The Lessee agrees to provide to the Lessor:

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

## 31. Right to terminate upon notice

- (1) Notwithstanding any other provision of this Lease, the Parties AGREE that either party may terminate this Lease for any reason upon six months written notice to the other party.
- (2) If this Lease is terminated in accordance with this clause, **clause 24** will apply.

## 32. Caveat

### No absolute caveat

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

### CEO & Lessor as attorney

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

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

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

- (d) a withdrawal of any absolute caveat lodged by or on behalf of the Lessee;
- (e) a withdrawal of any caveat lodged by or on behalf of the Lessee and not withdrawn on Termination; and

(f) a surrender of the estate granted by this Lease,

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

### Ratification

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

### Indemnity

The Lessee indemnifies the Lessor against:

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

## 33. Goods and services tax

### Definitions

The following definitions apply for the purpose of this clause:

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

### Lessee to pay GST

- (2) The Consideration will be increased by the amount of the GST, if any, which the Lessor is required under the Act to pay on any Supply made under this Lease.
- (3) The Lessee must pay any increase referred to at **clause 33(1)** whether it is the Lessee or any other person who takes the benefit of any Supply.
- (4) The Lessee must pay the amount of the GST to the Lessor at the same time and in the same manner as the Lessee is required to pay the Consideration under this Lease.

### Consideration in Kind

If consideration in kind is accepted by the Lessor for any Supply made under this Lease, the GST amount payable to the Lessor under **clause 33(2)** in respect of the consideration in kind will be calculated by using the prevailing market value of the consideration in kind as determined by the Lessor.

- (5) No Contribution from Lessor

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

(6) Statement of GST paid is Conclusive

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

(7) Tax Invoices

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

(8) Reciprocity

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

## 34. No Fetter

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

## 35. Additional Terms Covenants and Conditions

Each of the terms, covenants and conditions (if any) specified in **Item 10** of the Schedule are part of this Lease and are binding on the Lessor and the Lessee as if incorporated into the body of this Lease.

## 36. *Commercial Tenancy Act*

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

## 37. Acts by agents

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

## 38. Governing law

This Lease is governed by and is to be interpreted in accordance with the laws of Western Australia and, where applicable, the laws of the Commonwealth of Australia.

## 39. Statutory powers

The powers conferred on the Lessor by or under any statutes for the time being in force are, except to the extent that they are inconsistent with the terms and provisions expressed in this Lease, in addition to the powers conferred on the Lessor in this Lease.

## 40. Notice

### Form of delivery

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

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

### Service of notice

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

- (c) if by personal delivery, when delivered;
- (d) if by leaving the Notice at an address specified in **clause 40(b)**, at the time of leaving the Notice, provided the Notice is left during normal business hours; and
- (e) if by post to an address specified in **clause 40(b)**, on the second business day following the date of posting of the Notice.

### Signing of notice

A Notice to a Party may be signed:

- (f) if given by an individual, by the person giving the Notice;
- (g) if given by a corporation, by a director, secretary or manager of that corporation;
- (h) if given by a local government, by the CEO;
- (i) if given by an association incorporated under the *Associations Incorporation Act 1987*, by any person authorised to do so by the board or committee of management of the association; or
- (j) by a solicitor or other agent of the individual, corporation, local government or association giving the Notice.

## 41. Severance

If any part of this Lease is or becomes void or unenforceable, that part is or will be severed from this Lease to the intent that all parts that are not or do not become void or unenforceable remain in full force and effect and are unaffected by that severance.



## 42. Variation

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

## 43. Moratorium

The provisions of a statute which would but for this clause extend or postpone the date of payment of money, reduce the rate of interest or abrogate, nullify, postpone or otherwise affect the terms of this Lease do not, to the fullest extent permitted by law, apply to limit the terms of this Lease.

## 44. Further assurance

The Parties must execute and do all acts and things necessary or desirable to implement and give full effect to the terms of this Lease.

## 45. Payment of money

Any Amounts Payable to the Lessor under this Lease must be paid to the Lessor at the address of the Lessor referred to in the Lease or as otherwise directed by the Lessor by Notice from time to time.

## 46. Waiver

### **No general waiver**

Failure to exercise or delay in exercising any right, power or privilege in this Lease by a Party does not operate as a waiver of that right, power or privilege.

### **Partial exercise of right power or privilege**

A single or partial exercise of any right, power or privilege does not preclude any other or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

# Schedule

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## Item 1 Land and Premises

### **Land**

Lot 3000, Williams-Kondinin Road Narrogin, on Reserve 31110 and comprised in Certificate of Title Volume 3136 Folio 655, and Volume 3023 Folio 530. Being the Golf Course and Clubrooms.

### **Premises**

The whole of the Land together with all buildings, structures, alterations, additions and improvements on the Land or erected on the Land during the term.

## Item 2 Term

21 years commencing on 1 June 2024 and expiring on 31 May 2045.

## Item 3 Further Term

Not applicable

## Item 4 Commencement Date

1 June 2024

## Item 5 Rent

\$1.00 plus GST payable annually, upon demand.

## Item 6 Rent Review

Not applicable

## Item 7 Permitted Use

Golf Links and Recreation

## Item 8 Public Liability Insurance

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

## Item 9 Repainting Dates

Not applicable

## Item 10 Additional terms and covenants

- a) The Lessee is to pay all outgoings including but not limited to all rates and refuse charges, emergency service levies and power and gas utilities on the demised premises.

- b) Notwithstanding clause a) above;
  - i. The Council will consider waiving the local government's rates each year, pursuant to section 6.47 of the Local Government Act 1995.
- c) For clarity, the fixed building assets on the property being insured by the Shire of Narrogin and the Lessee is being required to reimburse the Shire for that expense, pursuant to clause 8.
- d) For clarity, the Lessee is entitled to all income derived from the property, to be utilised by the Lessee in accord with its objects of Association and/or the upkeep or improvements to the demised premises.
- e) The Lessor's Building Surveyor or appointed agents shall, at least on an annual basis (in conjunction with the Lessee) inspect all leased buildings and land to ascertain their state of maintenance pursuant to the lease to determine the priority future and long term maintenance to be undertaken by either party pursuant to the lease.
- f) Notwithstanding Clause 11 and 15(1)(c) and consistent with Item 7: Permitted Use of this Schedule: the Lessor agrees that the planting and caring of all flora on the Premises will be at the discretion of the Lessee and the removal of any flora does not require consultation with or approval by the Lessor.
- g) Notwithstanding Clauses 12(8), (9), 13 and acknowledging that the Lessee will organise special events on the Premises from time to time;
  - i. The Lessor approves the Premises to be used for the occasional consumption and sale of alcohol without application to the Lessor.

# Signing page

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EXECUTED [\_\_\_\_ of \_\_\_\_\_] 2024

THE COMMON SEAL of THE SHIRE OF  
NARROGIN was hereunto affixed in the  
presence of:

\_\_\_\_\_  
President

\_\_\_\_\_  
(Print Full Name)

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
(Print Full Name)

THE COMMON SEAL of [insert lessee's details]  
was hereunto affixed pursuant to the constitution  
of the Lessee in the presence of each of the  
undersigned each of whom hereby declares by  
the execution of this document that he or she  
holds the office in the Lessee indicated under his  
or her name-

\_\_\_\_\_  
Office Holder Sign

\_\_\_\_\_  
Office Holder Sign

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

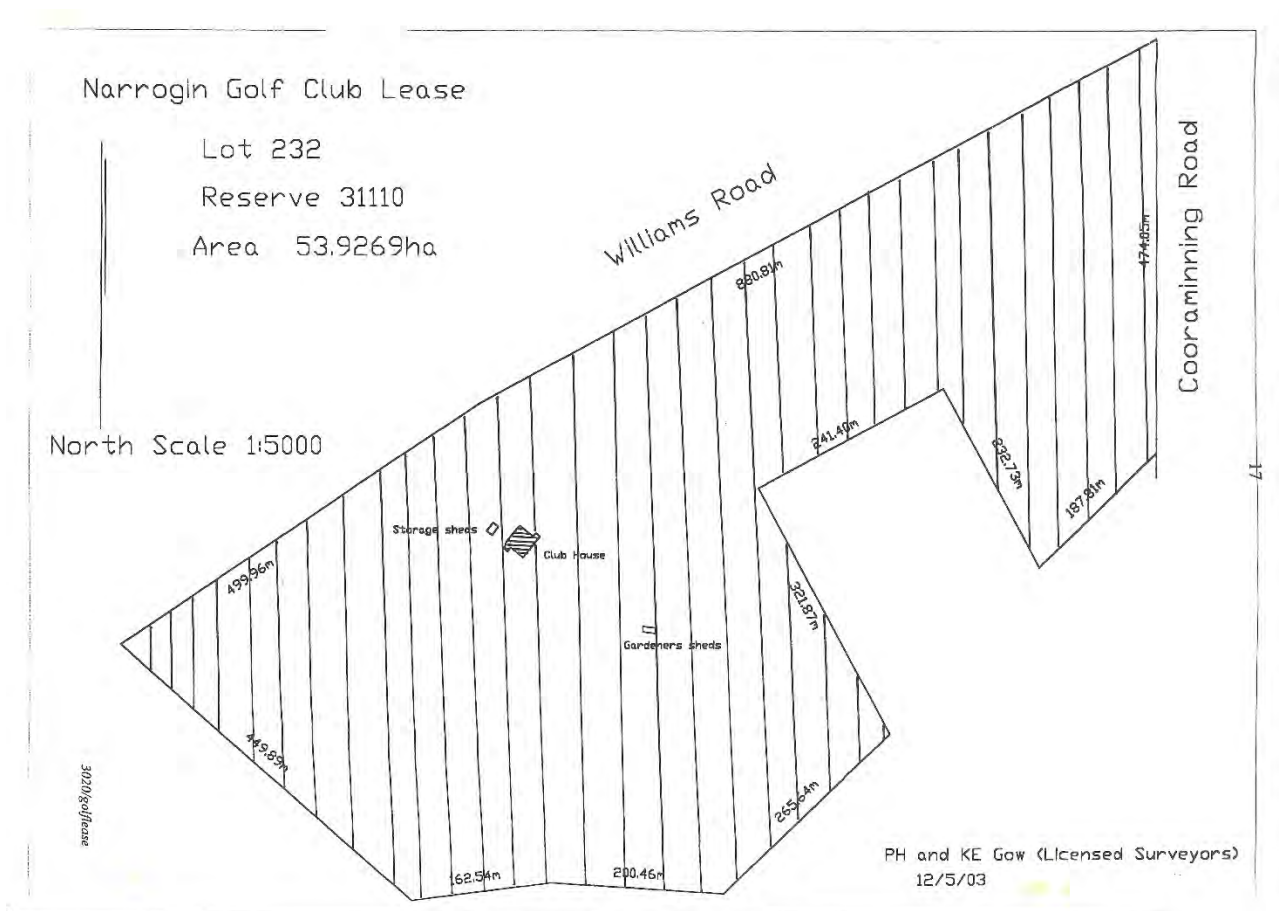
\_\_\_\_\_  
Address:

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Office Held:

\_\_\_\_\_  
Office Held:

# Annexure 1 – Sketch of Premises



## Annexure 2 – Minister for Lands' Consent

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YOUR REF:

OUR REF: OCR2415485-A340057

ENQUIRIES: Dale Stewart



11 October 2024

Mr Hon John Carey MLA  
Minister for Planning; Lands; Housing; Homelessness  
Level 7, Dumas House  
2 HAVELOCK STREET  
WEST PERTH WA 6005

(via: [info@dplh.wa.gov.au](mailto:info@dplh.wa.gov.au))

89 Earl Street, Narrogin  
**Correspondence to:**  
PO Box 1145, Narrogin WA 6312  
**T** (08) 9890 0900  
**E** [enquiries@narrogin.wa.gov.au](mailto:enquiries@narrogin.wa.gov.au)  
**W** [www.narrogin.wa.gov.au](http://www.narrogin.wa.gov.au)

Dear Minister

### **CONSENT TO LEASE RESERVE 31110 - SHIRE OF NARROGIN**

The Shire of Narrogin seeks your consent, pursuant to Section 18 of the Land Administration Act 1997, to execute a lease for Lot 3000 on Williams-Kondinin Road, Narrogin (Reserve 31110), as comprised in Certificate of Title Volume 3136 Folio 655, and Volume 3023 Folio 530.

The land is currently occupied by the Narrogin Golf Course and clubrooms.

We propose to lease this land to the Narrogin Golf Club Inc. for a term of 21 years to support their ongoing contribution to the community.

Please find attached a copy of the proposed lease agreement for your consideration and approval.

Should you require further information or clarification on the above, please contact me via email, [ceo@narrogin.wa.gov.au](mailto:ceo@narrogin.wa.gov.au) or telephone 9890 0900.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Dale Stewart', is placed above the printed name and title.

Dale Stewart  
**Chief Executive Officer**

#### 10.4.3 ACQUISITION OF 71-73 NORTHWOOD STREET, NARROGIN

File Reference	A283600, 12.4.1 & 12.4.3
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interests that requires disclosure.
Applicant	Nil
Previous Item Numbers	Nil
Date	15 October 2024
Author	Dale Stewart – Chief Executive Officer
Authorising Officer	Dale Stewart – Chief Executive Officer
Attachments	Nil

#### Summary

The Shire of Narrogin has engaged in negotiations with the Department of Planning, Lands and Heritage (DPLH) over the past 12 months regarding the acquisition of Lot 1665 (71-73 Northwood Street, Narrogin) to help address the pressing housing shortage in the area. The Minister for Lands and the DPLH have agreed to sell the land at a 50% discount from the valuation of \$45,000, resulting in a sale price of \$22,500, excluding GST (if applicable).

This report recommends that the Council authorise the Shire President and Chief Executive Officer (CEO) to enter into a contract of sale with DPLH for the purchase of the property. The acquisition is intended to facilitate the development of key worker accommodation and affordable housing, thereby addressing (to an extent) the housing crisis and supporting local employment initiatives. Further justification for the discounted sale and details of collaboration with relevant stakeholders are also provided.

#### Background

The Shire of Narrogin has recognised a pressing need for workforce accommodation and affordable housing in the region. Through discussions with the CEO and various stakeholders, including proponents of upcoming renewable energy projects within the Shire, as well as representatives from the WA Country Health Service (WACHS), Hillside Abattoir, WA Police, Water Corporation, and the Department of Communities, it has been established that there is a significant demand for dwellings including 15-20 dwellings designated for government employees. This demand encompasses personnel from the Police, DBCA, Dental Health, and the Department of Education.

In light of this need, the Department of Planning, Lands and Heritage has expressed its willingness to facilitate a direct sale of the site to the Shire at a 50% discount from the current market value, which is assessed at \$45,000 plus GST.

#### Consultation

Consultation has occurred with various agencies and stakeholders, including correspondence with Government Regional Officers Housing (GROH) and local businesses, which indicates a clear need for the proposed accommodation. The collaboration aims to ensure the developed housing meets the



requirements of key workers in the Narrogin region, promoting local employment and community sustainability.

### **Statutory Environment**

The purchase and acquisition process will be conducted in accordance with the Local Government Act 1995, Section 6.8, which outlines that such transactions must be contained within the adopted (or as amended) budget).

The acquisition aims to explore future housing development opportunities, which are yet to be fully defined. It is exempt from the provisions of Section 3.59 of the Local Government Act 1995 and Local Government (Functions and General) Regulations 1996, as it is not intended for profit and falls below the relevant threshold limits (\$2 million or 10% of last year's operating expenditure, whichever is lesser).

The proposed acquisition and development of the land must comply with the Shire's Local Planning Scheme and relevant State regulations. An amendment to the Local Planning Scheme may be necessary to rezone the land from R15 to R40 to allow for a potential (desired) increased density of accommodation.

### **Policy Implications**

The acquisition aligns with the Shire's housing and development policies, focusing on increasing affordable housing supply and supporting local employment initiatives. It is essential to ensure that any new development adheres to existing Shire policies regarding land use and community engagement.

### **Financial Implications**

The current market value for the site is \$45,000 plus GST. If the Shire acquires the site at a discounted rate of \$22,500, the financial implications will include the initial purchase price and potential development costs for the proposed housing. However, the long-term benefits of increased housing supply and support for local agencies can positively impact the Shire's financial sustainability.

The Shire will cover its settlement costs, resulting in an estimated additional \$2,000 in fees and pro rata rates. The total cost of the acquisition will be drawn from the Shire's allocated budget for land acquisition (GL 4130604 Job LB030) currently totalling \$100,000, funded from the Shire's Economic Development Reserve.

### **Strategic Implications**

The land is zoned Residential R12.5 (a former Church site), and not currently rated (it is vacant crown land) with minimal minor vegetation that is arguably a fire hazard in its current state.

Whilst the land is arguably potentially not ideal for GROH tenants, it could be suitable for key workers of businesses and its 1785 sqm size, if zoned R40, could accommodate up to seven (7) dwellings.

Acquiring and developing this site is instrumental in advancing the Shire's strategic objectives of enhancing local infrastructure, providing affordable housing, and attracting and retaining key workers. This initiative aligns seamlessly with the Shire's long-term vision for community development and economic prosperity.

By securing Lot 1665, the Shire is taking a significant step toward addressing the critical housing shortages that currently impede economic growth and the delivery of essential services. This acquisition not only improves housing availability for key workers but also fosters the enhancement

of community infrastructure and stimulates local economic development. As a result, the Shire will be better equipped to meet the evolving needs of its residents and support sustainable growth.

Outcome:	1.1	Growth in revenue opportunities
Strategy:	1.1.1	Attract new industry, business, investment and encourage diversity whilst encouraging growth of local business
Strategy:	1.1.3	Promote Narrogin's health and aged services including aged housing

### Risk Implications

Risk	Risk Likelihood	Risk Impact / Consequence	Risk Rating	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
Risks associated with this proposal include potential delays in the development process, changes in market conditions, and regulatory challenges regarding zoning and land use. To mitigate these risks, comprehensive planning and stakeholder engagement will be prioritised.	Possible (3)	Moderate (3)	Medium (5-9)	Compliance Requirements	Control through compliance with the Local Planning Scheme

### Risk Matrix

Consequence Likelihood		Insignificant	Minor	Moderate	Major	Catastrophic
		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives; occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating of nine (9) has been determined for this item. Any items with a risk rating over 10 or greater (considered to be high or extreme risk) will be added to the Risk Register, and any item with a risk rating of 16 or greater will require a specific risk treatment plan to be developed.

### Comment/Conclusion

In conclusion, the acquisition of the land at 71-73 (Lot 1665) Northwood Street represents a strategic initiative for the Shire of Narrogin to tackle the pressing need for key worker accommodation and

affordable housing. Given the confirmed demand from multiple agencies and a collaborative development approach, the Shire is poised to significantly enhance its housing landscape.

Additionally, acquiring Lot 1665 is a proactive decision that addresses both immediate and long-term housing shortages within the Shire. This initiative not only helps address some of the accommodation needs of key workers but also supports the overall growth and development of the broader community.

It should be noted that whilst there is no compulsion to develop, that is the stated reason for acquisition, and it is the Shire's desire subject to financial constraints and agreement with potential government and non-government entities for long term lease arrangements under a design and construct to their specification arrangements.



## Voting Requirements

Simple Majority

### OFFICERS' RECOMMENDATION & COUNCIL RESOLUTION 231024.06

Moved: Cr Fisher

Seconded: Cr Bartron

That with respect to the proposed acquisition of Lot 1665, (71-73) Northwood Street, Narrogin the Council:

- 1) Authorise the Shire President and Chief Executive Officer (CEO) to enter into a contract of sale with the Department of Planning Lands and Heritage for the acquisition of Lot 1665, Northwood Street, Narrogin, based on the agreed discount to valuation of \$22,500 (plus GST if applicable); and
- 2) Authorise the Shire President and CEO to sign all relevant documents related to the purchase and to proceed with the settlement, with the Shire covering its associated settlement costs.

*The Executive Manager Technical & Rural Services left the Council Chambers at 7:36pm*

*The Executive Manager Technical & Rural Services returned to the Council Chambers at 7:37pm*

*The Executive Manager Technical & Rural Services left the Council Chambers at 7:37pm and did not return*

**CARRIED 7/0**

For: President Ballard, Cr Broad, Cr Fisher, Cr Bartron, Cr Pomykala, Cr Wiese, Cr McNab

Against: Nil

#### 10.4.4 ORDINARY COUNCIL MEETING SCHEDULE

File Reference	13.3.8
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interests that requires disclosure.
Applicant	Nil
Previous Item Numbers	Nil
Date	15 October 2024
Author	Lily Webb – Executive Support Coordinator
Authorising Officer	Dale Stewart – Chief Executive Officer
Attachments	Nil

#### Summary

Council is presented with the proposed Ordinary Council meeting dates for the 2025 calendar year as per the requirements of the Local Government (Administration) Regulations 1996.

#### Background

Each year, as per the requirements of the Regulations, Council is presented with the proposed meeting dates for the following calendar year so that advertising can occur to inform the residents and allow Elected Members and staff to plan for the meetings.

Council currently meets on the fourth Wednesday of the month with the Ordinary Council meeting commencing at 7:00 pm, with a meal for Elected Members, the Executive Leadership Team and support staff required, commencing at 6:00 pm.

#### Consultation

The scheduling of dates and times of a regular meeting on a Wednesday, commencing at 7:00pm, and typically concluding at 9:00pm, might not suit everyone, however, is designed to:

- accommodate the majority where practical;
- allow for the greatest participation of both Elected Members and the public, including business owners and those that are employed in 'day jobs';
- have a regular time and date to in order to facilitate scheduling other activities and to maximise Elected Members and community participation; and
- not conflict and coordinate in as with local nearby governments, such that regional meetings can be more easily scheduled where required.

The Council is free to set the frequency of meetings, whichever day of the week it prefers and, indeed, the start time it prefers. It should, however, be cognoscente of staff costs associated with non-traditional work hours for support staff required, and set-up and preparation requirements.

## Statutory Environment

Sections of the Acts, Regulations and/or Local Laws that apply to this item include:

- Local Government Act 1995, Local Government Act 1995, Sections 5.3 and 5.25 (1)(g); and
- Local Government (Administration) Regulations 1996, Regulation 12.

Regional local governments in WA generally meet on a monthly basis with the exception of January and cannot be more than 3 months apart.

A local government is required to give local public notice of any change to the date, time or place of scheduled Council Meetings pursuant to regulation, and the scheduled times, at least once per calendar year.

## Policy Implications

There are no policy implications that relate.

## Financial Implications

There are no financial implications, other than advertising expenses contained in the Council's Budget

## Strategic Implications

Shire of Narrogin Strategic Community Plan 2017-2027		
Objective	1	Civic Leadership Objective (Continually enhance the Shire's organisational capacity to service the needs of a growing community)
Outcome	4.1	An efficient and effective organisation
Strategy	4.1.1	Continually improve operational efficiencies and provide effective services
Strategy	4.1.2	Continue to enhance communication and transparency

## Risk Implications

Risk	Risk Likelihood	Risk Impact / Consequence	Risk Rating	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
Failure to adopt a meeting schedule may result in a breach of legislation.	Unlikely (2)	Minor (2)	Low (1-4)	Compliance Requirements	Accept Officer Recommendation

## Risk Matrix

Consequence		Insignificant	Minor	Moderate	Major	Catastrophic
Likelihood		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives; occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating of four (4) has been determined for this item. Any items with a risk rating over 10 or greater (considered to be high or extreme risk) will be added to the Risk Register, and any item with a risk rating of 16 or greater will require a specific risk treatment plan to be developed.

### Comment/Conclusion

It is proposed that Council, for the 2025 year, continue to hold its Ordinary Council meetings on the fourth Wednesday of the month commencing at 7:00 pm except for the month of January where no meeting is generally required or facilitated and December, where the meeting be held on the third Wednesday, and not the fourth) due to its conflict with Christmas Day.

It is also proposed that Council align the Briefing Session meetings and facilitate these meetings on the second Wednesday of the month at 6:00 pm except for the month of January where no meeting is planned.

### Voting Requirements

Simple Majority

#### **OFFICERS' RECOMMENDATION & COUNCIL RESOLUTION 231024.07**

Moved: Cr Bartron

Seconded: Cr Wiese

That with respect to the Ordinary Council Meeting Schedule for calendar year 2025, Council:

- 1) Endorse the following Ordinary Council meeting dates for the 2025 calendar year, being the fourth Wednesday of each month, commencing at 7:00 pm, other than January, where no meeting is held and December, where one meeting is held on the third Wednesday, due to the impact of Christmas.

January (Nil)	23 July
26 February	27 August
26 March	24 September
23 April	22 October
28 May	26 November
25 June	17 December

- 2) Advertise the schedule of Council Meeting dates in the Narrogin Observer, prior to the new calendar year, on the Shire of Narrogin website and on social media.
- 3) Request the Chief Executive Officer to convene these meetings, together with Confidential Council Monthly Briefing Sessions, on the second Wednesday evening commencing at 6:00 pm for those months, bar January and December.

**CARRIED 7/0**

For: President Ballard, Cr Broad, Cr Fisher, Cr Bartron, Cr Pomykala, Cr Wiese, Cr McNab

Against: Nil

**11. ELECTED MEMBERS' MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN**

Nil

**12. NEW BUSINESS OF AN URGENT NATURE APPROVED BY THE PERSON PRESIDING OR BY DECISION OF THE MEETING**

Nil

**13. CLOSURE OF MEETING**

There being no further business to discuss, the Presiding Member declared the meeting closed at 7:40 pm and pursuant to resolution 251023.07 of 25 October 2023, reminded Councillors of the next Ordinary Meeting of the Council, scheduled for 7.00 pm on 27 November 2024, at this same venue.





Shire of  
**Narrogin**  
*Love the life*

89 Earl Street, Narrogin  
**Correspondence to:**  
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