

# Notice of Meeting



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Dear Elected Member

The next Special meeting of the Shire of West Arthur will be held on Thursday 13 April 2023 in the Council Chambers commencing at 9.00am.

## Schedule

9.00am Special Council Meeting

Rajinder Sunner

**A/Chief Executive Officer**

## **DISCLAIMER**

No responsibility whatsoever is implied or accepted by the Shire of West Arthur for any act, omission or statement or intimation occurring during Council or Committee meetings or during formal/informal conversations with staff. The Shire of West Arthur disclaims any liability for any loss whatsoever and howsoever caused arising out of reliance by any person or legal entity on any such act, omission or statement or intimation occurring during Council or Committee meetings or discussions. Any person or legal entity that act or fails to act in reliance upon any statement does so at the person's or legal entity's own risk.

In particular and without derogating in any way from the broad disclaimer above, in any discussion regarding any planning application or application for a licence, any statement or limitation of approval made by a member or officer of the Shire of West Arthur during the course of any meeting is not intended to be and is not taken as notice of approval from the Shire of West Arthur. The Shire of West Arthur warns that anyone who has an application lodged with the Shire of West Arthur must obtain and only should rely on WRITTEN CONFIRMATION of the outcome of the application, and any conditions attaching to the decision made by the Shire of West Arthur in respect of the application.

## AGENDA

Shire of West Arthur  
Special Council Meeting  
Thursday 13 April 2023

## **MISSION STATEMENT**

*To value and enhance our community lifestyle and environment through strong local leadership, community involvement and effective service delivery.*

## DISCLAIMER

### INFORMATION FOR THE PUBLIC ATTENDING COUNCIL MEETINGS

#### **Please Note:**

The recommendations contained in this agenda are officers' recommendations only and should not be acted upon until Council has resolved to adopt those recommendations.

The resolutions of Council should be confirmed by perusing the minutes of the Council meeting at which these recommendations were considered.

Members of the public should also note that they act at their own risk if they enact any resolution prior to receiving official written notification of Council's decision.

#### **Meeting Procedures:**

1. All Council meetings are open to the public, except for matter raised by Council under "confidential items".
2. Members of the public may ask a question at an ordinary Council Meeting under "public question time".
3. Members of the public who are unfamiliar with meeting procedures are invited to seek advice at the meeting. If unsure about proceeding, just raise your hand when the presiding member announces public question time.
4. All other arrangements are in accordance with the Council's standing orders, policies and decision of the Shire of West Arthur.

#### **Council Meeting Information:**

Your Council generally handles all business at Ordinary or Special Council Meetings.

From time to time Council may form a Committee to examine subjects and then report back to Council.

Generally all meetings are open to the public; however, from time to time Council will be required to deal with personal, legal and other sensitive matters under "confidential items". On those occasions Council will generally close that part of the meeting to the public. Every endeavour will be made to do this as the last item of business of the meeting.

Public Question Time. It is a requirement of the *Local Government Act 1995* to allow at least fifteen (15) minutes for public question time following the opening and announcements at the beginning of the meeting. Should there be a series of questions the period can be extended at the discretion of the presiding member.

Written notice of each question should be given to the Chief Executive Officer fifteen (15) minutes prior to the commencement of the meeting. A summary of each question and the response is included in the meeting minutes.

When a question is not able to be answered at the Council Meeting a written answer will be provided after the necessary research has been carried out. Council staff will endeavour to provide the answers prior to the next ordinary meeting of Council.

Councillors may from time to time have a financial interest in a matter before Council. Councillors must declare an interest and the extent of the interest in the matter on the Agenda. However, the Councillor can request the meeting to declare the matter trivial, insignificant or in common with a significant number of electors or ratepayers. The Councillor must leave the meeting whilst the matter is discussed and cannot vote unless those present agree as above.

Members of staff, who have delegated authority from Council to act on certain matters, may from time to time have a financial interest in a matter on the Agenda. The member of staff must declare that interest and generally the presiding member of the meeting will advise the Officer if he/she is to leave the meeting.

Agendas, including an Information Bulletin, are delivered to Councillors within the requirements of the *Local Government Act 1995*, i.e. seventy-two (72) hours prior to the advertised commencement of the meeting. Whilst late items are generally not considered there is provision on the Agenda for items of an urgent nature to be considered.

Should an elector wish to have a matter placed on the Agenda the relevant information should be forwarded to the Chief Executive Officer in time to allow the matter to be fully researched by a Shire Officer. An Agenda item, including a recommendation, will then be submitted to Council for consideration. The Agenda closes the Friday week prior to the Council Meeting (i.e. ten (10) days prior to the meeting).

The Information Bulletin produced as part of the Agenda includes items of interest and information, which does not require a decision of Council.

Agendas for Ordinary Meetings are available at the Shire of West Arthur Office and on the Shire website seventy-two (72) hours prior to the meeting and the public are invited to view a copy at the Shire Office.

Agenda items submitted to Council will include a recommendation for Council consideration. Electors should not interpret and/or act on the recommendations until after they have been considered by Council. Please note the Disclaimer in the Agenda (page 2).

Public Inspection of Unconfirmed Minutes (Regulation 13).

A copy of the unconfirmed Minutes of Ordinary and Special Meetings will be available for public inspection from the Shire of West Arthur Office and the Shire of West Arthur website within ten (10) working days after the Meeting.

**Vin Fordham Lamont**  
**Chief Executive Officer**



## SHIRE OF WEST ARTHUR – QUESTIONS FROM THE PUBLIC

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

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

Phone Number: \_\_\_\_\_ Meeting Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Council Agenda Item Number: \_\_\_\_\_

*If applicable-see below\**

Name of Organisation Representing: \_\_\_\_\_

*If applicable*

### QUESTION

Each member of the public is entitled to ask up to 3 questions before other members of the public will be invited to ask their question. A total of 15 Minutes is allotted to Public Question Time at Council Meetings. If submitting questions to the Council, they are to relate to the Agenda Item tabled at that meeting.

**Please Note:** Members of the public must be in attendance at the Council Meeting to which they have submitted a question(s) for response. If this is not the case, the questions(s) will be treated as 'normal business correspondence' and the question / response will not appear in the Council Minutes.

**Please see Notes on Public Question Time on Pages 4 and 5 above**

\* **Council Meetings:** Questions are to relate to a matter affecting the Shire of West Arthur.



## APPLICATION FOR LEAVE OF ABSENCE

**(Pursuant to Section 2.25 of the *Local Government Act 1995* (as amended))**

- (1) A council may, by resolution, grant leave of absence to a member.
- (2) Leave is not to be granted to a member in respect to more than 6 consecutive ordinary meetings of the Council without the approval of the Minister.
- (3) The granting of the leave is to be recorded in the minutes of the meeting.
- (4) A member who is absent without first obtaining leave of the Council throughout 3 consecutive ordinary meetings of the Council is disqualified from continuing his or her membership of the Council.
- (5) The non-attendance of a member at the time and place appointed for an ordinary meeting of the Council does not constitute absence from an ordinary meeting of Council –
  - (a) if no meeting of the Council at which a quorum is present is actually held on that day;  
or
  - (b) if the non-attendance occurs while –
    - (i) the member has ceased to act as a member after which written notice has been given to the member under Section 2.27 (3) and before written notice has been given to the member under Section 2.27 (5);
    - (ii) while proceedings in connection with the disqualification of the member have been commenced and are pending;  
or
    - (iii) while the election of the member is disputed and proceedings relating to the disputed election have been commenced and are pending.

I, \_\_\_\_\_ hereby apply for Leave of Absence from the West Arthur Shire Council from \_\_\_\_\_ to \_\_\_\_\_ for the purpose of \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_



**WRITTEN DECLARATION OF INTEREST IN MATTER BEFORE COUNCIL**

**NOTE: USE ONE FORM PER DECLARATION**

(1) I, \_\_\_\_\_ wish to declare an interest in the following item to be considered by council at its meeting to be held on

(2) \_\_\_\_\_

(3) Agenda item \_\_\_\_\_

(4) The type of interest I wish to declare is;

- Financial pursuant to Sections 5.60A of the *Local Government Act 1995*.
- Proximity pursuant to Section 5.60B of the *Local Government Act 1995*.
- Indirect Financial pursuant to Section 5.61 of the *Local Government Act 1995*.
- Impartiality pursuant to Regulation 11 of the Local Government (Rules of Conduct) Regulation 2007.

(5) The nature of my interest is  
\_\_\_\_\_  
\_\_\_\_\_

(6) The extent of my interest is  
\_\_\_\_\_  
\_\_\_\_\_

I understand that the above information will be recorded in the Minutes of the meeting and recorded by the Chief Executive Officer in an appropriate Register.

DECLARATION BY:

\_\_\_\_\_  
Signature Date

RECEIVED BY:

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

- (1) Insert you name.
- (2) Insert the date of the Council Meeting at which the item it to be considered.
- (3) Insert the Agenda Item Number and Title.
- (4) Tick the box to indicate the type of interest.
- (5) Describe the nature of your interest.
- (6) Describe the extent of your interest (if seeking to participate in the matter under the s.5.68 of the Act).

## **DISCLOSURE OF FINANCIAL INTEREST, PROXIMITY INTEREST AND/OR INTEREST AFFECTING IMPARTIALITY**

### ***Financial pursuant to Sections 5.60A of the Local Government Act 1995***

#### **5.60A – Financial Interest**

For the purpose of this Subdivision, a person has a financial interest in a matter if it is reasonable to expect that the matter will if dealt with by the local government, or an employee or committee of the local government or member of the council of the local government, in a particular way, result in a financial gain, loss, benefit or detriment for the person.

*[Section 5.60A inserted by No. 64 of 1998 s. 30; amended by No. 49 of 2004 s. 50.]*

### ***Proximity pursuant to Section 5.60B of the Local government Act 1995***

#### **5.60B – Proximity Interest**

- (1) For the purposes of this Subdivision, a person has a proximity interest in a matter if the matter concerns –
  - (a) a proposed change to a planning scheme affecting land that adjoins the person's land;
  - (b) a proposed change to zoning or use of land that adjoins that person's land; or
  - (c) a proposed development (as defined in section 5.63 (5)) of land that adjoins the person's land.
  
- (2) In this section, land ("the proposal land") adjoins a person's land if –
  - (a) the proposal land, not being a thoroughfare, has a common boundary with the person's land;
  - (b) the proposal land, or any part of it, is directly across a thoroughfare from, the person's land; or
  - (c) the proposal land is that part of a thoroughfare that has a common boundary with the person's land.
  
- (3) In this section a reference to a person's land is a reference to any land owned by the person or in which the person has any estate or interest.

*[Section 5.60B inserted by No 64 of 1998 s. 30.]*

### ***Indirect Financial pursuant to Section 5.61 of the Local Government Act 1995***

#### **5.61 – Indirect financial interest**

A reference in this Subdivision to an indirect financial interest of a person in a matter includes a reference to a financial relationship between that person and another person who requires a local government decision in relation to the matter.

### ***Impartiality pursuant to Regulation 11 of the Local Government (Rules of Conduct) Regulation 2007***

#### **11 – Disclosure of interest**

- (1) In this regulation –  
Interest means an interest that could, or could reasonably be perceived to; adversely affect the impartiality of the person having the interest arising from kinship friendship or membership of an association.
  
- (2) A person who is a council member and who has an interest in any matter to be discussed at a council or committee meeting attended by the member must disclose nature of the interest –
  - (a) in a written notice given to the CEO before the meeting;

- or
  - (b) at the meeting immediately before the matter is discussed.
- (3) Sub-regulation (2) does not apply to an interest referred to in section 5.60 of the Act.
- (4) Sub-regulation (2) does not apply if –
- (a) A person who is a council member fails to disclose an interest because the person did not know he or she has an interest in the matter; or
  - (b) A person who is a council member fails to disclose an interest because the person did not know the matter in which he or she had an interest would be discussed at the meeting and the person disclosed the interest as soon as possible after the discussion began.
- (5) If, under sub-regulation (2)(a), a person who is a council member discloses an interest in a written notice given to the CEO before a meeting then –
- (a) Before the meeting the CEO is to cause the notice to be given to the person who is to preside at the meeting; and
  - (b) At the meeting the person presiding is to bring the notice and its contents to the attention of the persons present immediately before a matter to which the disclosure related is discussed.
- (6) If –
- (a) Under sub-regulation (2)(b) or (4)(b) a person's interest in a matter is disclosed at a meeting; or
  - (b) Under sub-regulation (5) (b) notice of a person's interest in a matter is brought to the attention of the persons present at a meeting.

The nature of the interest is to be recorded in the minutes of the meeting.

***Describe the extent of your interest (If seeking to participate in the matter under the s.5.68 of the act)***

**5.68 – Councils and committees may allow members disclosing interests to participate etc. in meetings**

- (1) If a member has disclosed, under section 5.65, an interest in a matter, the members present at the meeting who are entitled to vote on the matter
- (a) may allow the disclosing member to be present during any discussion or decision making procedure relating to the matter; and
  - (b) may allow, to the extent decided by those members, the disclosing member to preside at the meeting (if otherwise qualified to preside) or to participate in discussions and the decision making procedures relating to the matter if –
    - (i) the disclosing member also discloses the extent of the interest; and
    - (ii) those members decide that the interest –
      - (I) is so trivial or insignificant as to be unlikely to influence the disclosing member's conduct in relation to the matter; or
      - (II) is common to a significant number of electors or ratepayers.
- (2) A decision under this section is to be recorded in the minutes of the meeting relating to the matter together with the extent of any participation allowed by the council or committee.
- (3) This section does not prevent the disclosing member from discussing, or participating in the decision making process on, the question on whether an application should be made to the Minister under section 5.69.





## Shire of West Arthur

### Notice of Ordinary Council Meetings

In accordance with the Local Government Act 1995 and *Local Government (Administration) Regulations 1996* Reg 12 (2) it, is hereby notified that as from January 2022 to December 2022, Ordinary Council meetings of the Shire of West Arthur will be held as follows:

DATE	LOCATION	TIME
23 February 2023	Council Chambers	7.00pm
23 March 2023	Council Chambers	7.00pm
27 April 2023	Council Chambers	7.00pm
25 May 2023	Council Chambers	7.00pm
22 June 2023	Council Chambers	7.00pm
27 July 2023	Council Chambers	7.00pm
24 August 2023	Council Chambers	7.00pm
28 September 2023	Council Chambers	7.00pm
26 October 2023	Council Chambers	7.00pm
23 November 2023	Council Chambers	7.00pm
21 December 2023	Council Chambers	7.00pm

## SHIRE OF WEST ARTHUR

Agenda for the Special Meeting of Council to be held in the Council Chambers on Thursday 13 April 2023 – commencing at 9.00am.

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**1 DECLARATION OF OPENING/ANNOUNCEMENT OF VISITORS**

The Presiding Member to declare the meeting open.

**2 ATTENDANCE/APOLOGIES/APPROVED LEAVE OF ABSENCE**

COUNCILLORS:                      Cr Neil Morrell                      (Shire President)  
   Cr Graeme Peirce                      (Deputy Shire President)  
   Cr Karen Harrington  
   Cr Robyn Lubcke  
   Cr Neil Manuel  
   Cr Duncan South  
   Cr Adam Squires

STAFF:                                      Rajinder Sunner                      (A/Chief Executive Officer)

APOLOGIES:                              Vin Fordham Lamont    (Chief Executive Officer) On leave

ON LEAVE OF ABSENCE:

ABSENT:

MEMBER OF THE PUBLIC:

**3 PUBLIC QUESTION TIME**

**4 DISCLOSURES OF INTEREST**

**5 CORPORATE SERVICES****5.1 OUT OF BUDGET EXPENDITURE - RESURFACE DARKAN BOWLING CLUB SYNTHETIC GREENS**

<b>File Reference:</b>	<b>ADM280</b>
<b>Location:</b>	<b>N/A</b>
<b>Applicant:</b>	<b>Darkan and District Sporting Club (Inc)</b>
<b>Author:</b>	<b>Melinda King, Manager Financial Reporting</b>
<b>Authorising Officer:</b>	<b>Rajinder Sunner, Manager Corporate Services</b>
<b>Date:</b>	<b>3/04/2023</b>
<b>Disclosure of Interest:</b>	<b>N/A</b>
<b>Attachments:</b>	<ol style="list-style-type: none"><li><b>1. Lease from Shire to Sporting Club</b> <a href="#">↓</a></li><li><b>2. Term Deposit 4282180 Analysis April 2023</b> <a href="#">↓</a></li><li><b>3. Letter from DDSC 7 April 2023</b> <a href="#">↓</a></li><li><b>4. TD Bendigo Bank Expires 28 June 2023</b> <a href="#">↓</a></li><li><b>5. TD Bendigo Bank Expires 5 May 2023</b> <a href="#">↓</a></li></ol>

**SUMMARY:**

Council is requested to consider approving an out of budget transfer of \$180,028 from its Darkan Sport and Community Care Centre Reserve for the purpose of resurfacing the synthetic greens at the Darkan Bowling Club to the Darkan and District Sporting Club Inc.

**BACKGROUND:**

In circa 2007, the various sporting clubs in Darkan decided to co-locate to the current site and become affiliated with the Darkan and District Sporting Club (Inc). As part of the attached lease agreement between the Shire and the sporting club (see Item 17), it was agreed that a renewal fund would be created whereby the sporting club would make annual payments into a dedicated Shire Reserve account and the Shire would make matching payments up to a specified limit. This would help to ensure that funds would be available for future large projects at the club without the need for either party to suddenly come up with a large sum of money.

The current bowling green was laid in 2010, meaning that it has certainly lasted longer than many synthetic greens.

**COMMENT:**

The Darkan Bowling Club had planned for the resurfacing of the green to occur later in the year and, potentially not until this time next year. The preferred supplier, however, contacted the club a week or so ago and said that it already has the materials and that it now has availability in its schedule to undertake the project in the next few weeks.

It is likely, therefore, that the supplier will need to be paid before the next Ordinary meeting of Council on 27 April.

Pursuant to *s5.4(a)(i) of the Local Government Act 1995*, the Shire President has called a Special meeting of Council to consider approving the use of Reserve funds to transfer to the Darkan District Sports Club Inc. (DDSC) of \$180,028 as per letter received from DDSC dated 7 April 2023.

**CONSULTATION:**

President, Darkan and District Sporting Club (Inc)

President , Darkan Bowling Club

WALGA Governance Team

**STATUTORY ENVIRONMENT:**

Local Government Act 1995

s5.4 Calling council meetings.

s6.8 Expenditure from municipal fund not included in annual budget.

s6.11 Reserve accounts

**POLICY IMPLICATIONS:**

Investment of Surplus Funds.

**FINANCIAL IMPLICATIONS:**

The loss of interest of \$3,799 from Reserve term despot invested with Bendigo Bank on 13 February 2023, expiring 28 June 2023. We need to amend (Expiring 5 May 2023) the Term Deposit to draw the funds down to make a payment to DDSC.

**STRATEGIC IMPLICATIONS:**

West Arthur Towards 2031

Theme: Built Environment

Outcome: Our built infrastructure is well maintained, attractive and inviting

Strategy: Community facilities are continually reviewed and upgraded as required through asset management plans

**RISK IMPLICATIONS:**

***Risk management is the removal of uncertainty from business decisions. Risk is expressed in terms of likelihood it may occur and the consequences that may flow from it.*** The consequences may be positive or negative or simply a deviation from the expected. The risk or consequence may be related to health and safety; financial; business or service interruption; compliance; reputation; or the environment. ***Reference to the risk matrix below will generate a risk rating by assessing the likelihood and consequence and multiplying these scores by each other.*** The greater the risk rating, the greater the risk and the higher the need for specific plans to be developed. All items with a risk rating greater than 10 should be added to the Risk Register and specific controls developed.

**Risk Themes:**

A risk theme is the categorising of risk. For example, the collection of risks that represent compliance failure. The risk themes in the shire Risk Register include:

- Business Disruption
- Community Disruption
- IT or Communications Failure
- External Threat or Fraud
- Misconduct
- Inadequate safety or security practices
- Inadequate project or change management.
- Errors Omissions or Delays
- Inadequate Document Management Processes

- Inadequate supplier / contract management
- Providing inaccurate advice / information
- Ineffective Employment practices
- Compliance failure
- Inadequate asset management
- Inadequate engagement practices
- Ineffective facility or event management
- Inadequate environmental management

**Risk Matrix:**

Consequence Likelihood		Insignificant	Minor	Moderate	Significant	Severe
		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)

Description of Key Risk	Release of funds without necessary safeguards
Risk Likelihood (based on history and with existing controls)	Almost Certain (5)
Risk Consequence	Significant (4)
Risk Rating (Prior to Treatment or Control): Likelihood x Consequence	Extreme (20)
Principal Risk Theme	Compliance failure; Community disruption
Risk Action Plan (Controls or Treatment Proposed)	Council to approve use of Reserve funds

**VOTING REQUIREMENTS:**

Absolute Majority

**OFFICER RECOMMENDATION:**

1. That Council is requested to consider approving an out of budget transfer of \$180,028 from its Darkan Sport and Community Care Centre Reserve for the purpose of resurfacing the synthetic greens at the Darkan Bowling Club to the Darkan and District Sporting Club Inc

THE SHIRE OF WEST ARTHUR

("The Lessor")

And

THE DARKAN AND DISTRICTS SPORTING CLUB (INC)

("The Lessee")

LEASE AGREEMENT

THIS AGREEMENT FOR LEASE is made on the \_\_\_\_\_ day of \_\_\_\_\_  
2010

BETWEEN:

THE SHIRE OF WEST ARTHUR of 31 Burrowes Street, Western Australia, a Local Government pursuant to the provisions of the Local Government Act 1995, (hereinafter called "the Lessor" which expression shall where the context so admits includes the person for the time being entitled to the reversion immediately expectant on the determination of the term hereby created), on the one part,

and

THE DARKAN AND DISTRICTS SPORTING CLUB (INC) of Darkan, a Club incorporated pursuant to the provisions of the Associations Incorporation Act (hereinafter called "the Lessee" which shall include its successors) of the other part.

WITNESSES as follows:

**Item 1      The Land**

Pursuant to Section 46 of the Land Administration Act 1997, the Minister for Lands has by order placed with the Shire the care, control and management of the Reserve No. R15837 (Lot 361 on Deposited Plan 71868) commonly known as the Darkan Sport and Recreation Precinct for, recreation purposes as shown for identification purposes only on the sketch annexed hereto marked "Schedule 1".

**Item 2      The Leased Premises**

The Land, Reserve No R39163 (Lot 360 on Deposited Plan 71868), including the Facility, known as the Darkan Sport & Community Centre, located within the Darkan sport and recreation Precinct, Darkan, Western Australia, as shown for identification purposes only on the sketch annexed hereto marked "Schedule 2".

**Item 3      The Term**

21 Years (based on 10 years plus 11 years). The Commencement Date of the Lease Agreement shall be 1<sup>st</sup> July 2012.

**Item 4      Termination/Notice of Termination**

PROVIDE ALWAYS and it is hereby agreed as follows:-

- a) If the reserved rent or any part thereof having been demanded shall be in arrears for twenty-eight days or if there shall be a breach of any stipulation or provision contained in the Schedule hereto or if the Lessee shall cease to exist, the Lessor may re-enter on the demised property and thereupon the term hereby created shall forthwith determine without



prejudice to the Lessor's right and remedies in respect of any such breach.

- i) The Lessor may give notice of termination of this Agreement to the Lessee upon the grounds that the Lessee has breached a term of this agreement, after a notice requiring the remedy of that breach within no less than 28 days has been given and the breach has not been remedied in accordance with the terms of that notice.
- ii) The Lessee may give 28 days notice of termination of this Agreement to the Lessor upon the grounds that the Lessee cannot meet its obligations in respect of this Agreement.
- c) The Lease may be terminated by the mutual negotiation of both parties with a minimum time frame of 6 months to allow for community consultation. All lease money payable and other liabilities will be settled by the Lessee within 28 days if not settled immediately on the day of lease termination.
- d) If, during the lease term, buildings and sporting surfaces subject to this agreement shall be damaged or destroyed by fire, storm and tempest, earthquake, explosion so as to become unfit for occupation or use then the term hereby created shall thereupon terminate, subject to agreement by both parties.
- e) If any dispute shall arise between the parties in relation to any rights or liabilities hereunder the same shall be referred to a member of the Institute of Arbitrators and Mediators for mediation and resolution.
- f) Any notice required to be given to the Lessee shall be duly served if sent by post in a prepaid letter addressed to the Secretary of the Lessee at the demised property and any notice to the Lessor shall be duly served if sent in like manner addressed to it at its then last known registered office. Any such notice shall be deemed to have been received on the day on which it ought in due course of post to have been delivered

**Item 5      The Annual Rent (Lease Fee)**

\$ 100.00 per annum (inclusive of GST) payable on the demand of the Lessor.

Annual Rent may be reviewed and altered (increased or decreased) upon the basis of the Club's financial position, Shire contributions and Council's annual Schedule of Fees and Charges.

**Item 6      Rent Review Dates**

Annually from Commencement date and every anniversary of that date throughout the Term.

**Item 7      Use of Leased Premises**

For sport, recreation and community purposes.

**Item 8      Special Conditions**

Minister for Lands Consent. This Lease is made subject to and is conditional

upon the granting of consent by the Minister for Lands pursuant to the Land Administration Act (if necessary), and shall be applied for by the Shire at the cost in all things of the Shire.

**Item 9            Ownership**

The facility is owned by the Shire of West Arthur.

Notwithstanding, it is noted that this facility was constructed with the assistance of community cash contributions and volunteer labour and plant. Whilst nothing in this LEASE AGREEMENT shall create or be construed as conferring upon the Darkan & District Sporting Club Inc, as principal tenant (head lessee), any material interest in The Premises or part thereof, the DDSC has an interest in The Premises by way of ongoing access for the purpose of operating a sporting and community centre from The Premises.

**Item 10           Principal Tenant (head Lessee)**

The Facility will be managed on behalf of the Shire of West Arthur by the Darkan and Districts Sporting Club Inc. (DDSC) representing all affiliated club members and social members.

**Item 11           Facility Management Committee**

The DDSC will establish a management committee as outlined in its Constitution and 3 year business plan.

The DDSC Management Committee will be responsible for communicating with member clubs regarding the day-to-day running costs of their club such as equipment and consumables necessary for the running of the sport.

**Item 12           Facility Development Philosophy / Purpose**

The purpose of the Darkan Sport & Community Centre is to a single hub for all community members for the purposes of community development, sporting and social activities and will include:

- Kitchen and bar facilities servicing a variety of social and activity areas within the complex;
- Meeting and function spaces suitable for a variety of purposes;
- Secure office and administrative areas for the management and governance functions of the Club and its affiliated members;
- Change room, toilet, shower and locker facilities for males and females
- Public toilets for members and guests
- Accommodation for children's services including childcare operations;
- A secure playground area;
- Storage areas for existing user groups, a playgroup and toy library operations;
- An office for the administration of the bowls club;
- An eight (8) rink synthetic turf bowling green with lighting;
- Four (4) multi-marked fenced and lit hard courts for tennis, netball and

basketball with lighting; and

- Hardstand car parking areas and site landscaping.

The parties agree that the Facility must be available for community usage and that the usage, access and pricing of such usage will be structured to encourage and facilitate community access.

**Item 13 Outgoings and operational Costs**

The DDSC Management Committee will be responsible for all outgoings and operational costs of managing the Facility including but not be limited to land/water rates, sewerage, insurance, phone, gas, electrical, cleaning, consumables and staffing.

**Item 14 Insurances**

7.1 The Lessee must provide Certificates of Currency from an insurance company, acceptable to the Lessor, confirming that there is in place as a minimum the following cover:

**A Public Liability**

A minimum of \$10,000,000 in respect of any one claim, or such sum nominated by the Lessor.

**B Building, Property and Contents Cover**

To a value agreed and through an insurer approved by the Lessor for the loss of or damage to any property (including the Lessee's own property and that of the Lessor). Alternatively, the Shire may obtain property and landlords contents insurance and seek reimbursement of the cost from the DDSC Committee.

**C Workers Compensation**

To be in effect for all employees and contractors to the satisfaction of the Lessor.

7.2 The Lessee indemnifies and agrees to keep indemnified The Minister for Lands, The Shire of West Arthur and its officers and employees in respect of Loss incurred or suffered as a result of:

- (i) any breach of this agreement by The Lessee; or
- (ii) any negligent act, error or omission in connection with the performance of this agreement by the third party or its officers, employees or agents; PROVIDED THAT this indemnity does not apply to the extent that Loss is caused by or contributed to by The Shire of West Arthur or its officers, employees or agents.

**Item 15 Maintenance**

The Club will be responsible for the total cost of operating and maintaining the Leased area including the Facility & landscaping, hard courts, bowling green and exterior lighting including but not limited to fixtures and fittings, plumbing, electrical, paving, air conditioning and mechanical services, gas services and equipment, and renovations subject to the prior written approval of the Shire of West Arthur. This will include the cost for any internal damage, vandalism/graffiti, corrective maintenance or damage to external doors, windows, security lighting, and external surfaces.

It is the responsibility of the DDSC to liaise with member clubs regarding requests for maintenance and to report any issues to the Shire.

**Item 16      Structural Maintenance & Repairs**

Structural maintenance and repairs (of the building) including car parking and access roads and fencing shall be the responsibility of the Shire.

**Item 17      Renewal Fund**

It is agreed that the Club will set aside funds each month for the purpose of refurbishment and replacement of items within the leased area for 21 years from commencement of the Lease. The Renewal Fund shall be a reserve account contributed to equally by the Club and the Shire and available to the Club to assist in the renewal of the Facility in conjunction with support from the other funding bodies through grants.

- The Renewal Fund shall be an interest bearing reserve account held by the Shire for the purpose of Darkan Sport & Community Centre Refurbishments.
- The Club shall pay the agreed renewal fund moiety at the same time and in conjunction with the annual Lease rental payment or such mutually convenient time.
- The Shire shall match the Club's contribution to the Renewal Fund on a dollar for dollar basis up to the maximum shown in the renewal fund schedule.
- The schedule shall be reviewed annually and adjusted as appropriate noting the following assumptions
- Term of the renewal schedule is 21 years from commencement in accordance with the term of the lease
- Annual escalation applied to the costs is 4% per annum
- Interest earned on cash deposits held in the reserve fund will be apportioned to the reserve account held in the name of the Club each year;
- Works permitted to be funded from the renewal fund shall be restricted to those itemised in the list or as otherwise mutually agreed by the Shire and the Club.
- The Renewal Fund shall be used only for the cost of expansion, renewal or replacement of the following internal items:
  - Internal Lighting;
  - Floor coverings and window treatments;
  - Painting building - internal and external;
  - Tiling; taps, shower heads, and toilets,
  - Kitchen appliances
  - Cool room
  - Air-conditioning and mechanical services; and
  - Cupboards and bench tops;and for the following external items:
  - Hard court resurfacing and line marking;
  - Bowling green resurfacing;
  - Paving, car parking, general landscaping & exterior lighting;
  - Sports lighting replacement and re-lamping;

- o Playground equipment.

**Item 18 Fit Out**

The Shire will allow for basic furniture and appliances in accordance with the Facility Fit-Out Guidelines for minimum occupancy requirements. Any equipment fit out over and above this will be provided by the Club.

Any further funds will be sourced by the Club over and above the Community's Capital Contribution.

**Item 19 Signage and Sponsorship**

Shire of West Arthur corporate signage will be erected on the outside of the facility at the cost of the Shire. Funding acknowledgement signage from other funding organisations will be erected as per their funding agreements.

**Item 20 Facility Access (Sporting Seasons)**

Throughout the respective sporting seasons, the Club shall acknowledge and wherever possible accommodate the requirements of the affiliated clubs and their members.

The general priority allocations shall be in accordance with the following seasonal allocations.

Winter season (15 April to 15 October inclusive)

Summer season (16 October to 14 April inclusive)

In season clubs will have access to the Facility Function Area for up to 3 prime time (ie Saturday evenings) occasions per sporting season for the purpose of their annual general meeting, trophy presentation or fundraising events (or similar), free of facility hire charge. Normal food and beverage charges will apply on these occasions.

On all other occasions, access by the affiliated clubs will be at normal charges identified in the Club's Business Plan – including hire fees, food and beverage charges, and at the discretion of the Management Committee.

**Item 21 Facility Access (Sub-Lessees)**

Access shall be as stipulated in the sub-Lease agreement.

**Item 22 Sub-Lessee**

The Facility will be used by the Kids Central CHILDCARE Centre as a tenant in accordance with the terms and conditions a sub-Lease agreement between the Club and the Kids Central CHILDCARE Operator. The sub-Lease shall be subject to approval by the Shire and the Minister for Lands..

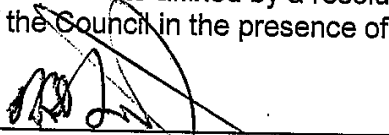
EXECUTION BY REPRESENTATIVES

Item 23 This Lease is executed by signature on behalf of the Parties by their duly authorised representatives under seal.

EXECUTED BY:

SHIRE OF WEST ARTHUR

THE COMMON SEAL OF )  
THE SHIRE OF WEST ARTHUR )  
Was hereunto affixed by a resolution )  
Of the Council in the presence of )



Signature of Authorised Officer

RAY HARRINGTON  
Name (please print)

10/07/2012  
Date



Signature of Authorised Officer

NICOLE LASMANN  
Name (please print)

DARKAN AND DISTRICTS SPORTING CLUB (INC)

THE COMMON SEAL OF )  
DARKAN AND DISTRICTS )  
SPORTING CLUB (INC) )  
Was hereunto affixed by a resolution )  
Of the Committee in the presence of )





Signature of Authorised Officer

BROOKE KELLY  
Name (please print)

9/7/2012  
Date

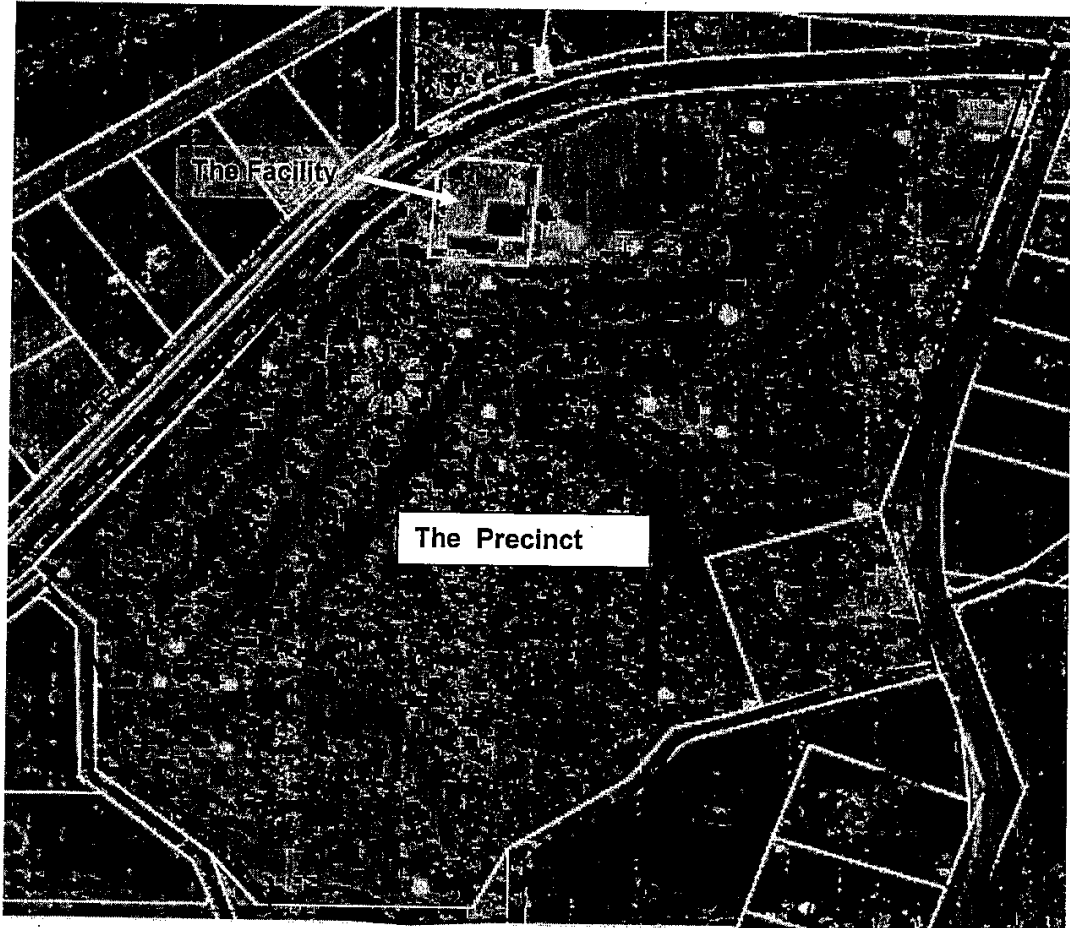


Signature of Authorised Officer

HEATHER COOK  
Name (please print)

ATTACHMENT 1

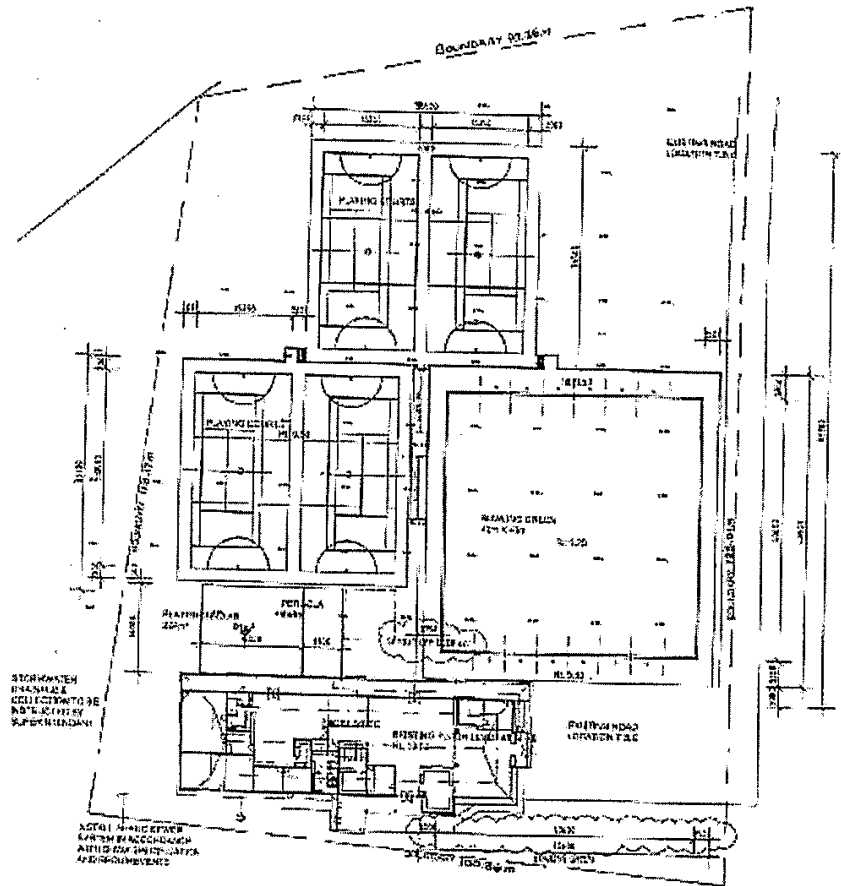
SCHEDULE 1 Darkan Sport and Recreation Precinct ("the Precinct")



ATTACHMENT 2

SCHEDULE 2 Darkan Sport and Community Centre ("the Facility")

Darkan Sport and Community Centre ("the Facility")





Shire of West Arthur Reserve Funds Term Deposit							
Ref Number	Amount Invested	Date of Invest	Expiry Date	No Of Days	Interest Rate	Interest Due	Comments
4282180	\$1,647,242.63	13-Feb-23	28-Jun-23	135	4.10%	\$24,979.42	
4282180	\$1,647,242.63	13-Feb-23	05-May-23	81	3.70%	\$13,525.44	Amend Term Deposit to pay DDSC
NEW	\$1,480,740.07	08-May-23	28-Jun-23	51	3.70%	\$7,655.22	Re-Invest till 28 June 2023
<b>Term Deposit Amount</b>		\$1,647,243					
Plus Interest		\$13,525					
Less: Paymnet to DDSC		-\$180,028					
<b>Re-Invest</b>		<b>\$1,480,740</b>					
<b>Shortfall in Interest</b>		<b>\$3,799</b>					
Intial TD Interest		\$24,979					
Revised TD Interest		\$21,181					

*Darkan And Districts Sports Club Inc.*  
*Memorial Drive*  
*Darkan WA*

Secretary: Nerissa Smith  
29 Arthur Street  
Darkan WA 6392

7<sup>th</sup> April 2023

The CEO  
Shire of West Arthur  
Burrows St  
DARKAN WA 6392

Dear Mr Fordham-Lamont,

The Darkan District Sports Club (DDSC) are undertaking the replacement of the synthetic bowling green over the next coming months.

As part of our business plan, the green is required to be replaced after 15-20 plus years. To fund this synthetic green, the DDSC committee will need to access the sinking fund established for capital maintenance of the facility.

The Darkan Bowling Club has sourced two quotes (attached). There are limited businesses that lay synthetic bowling greens given the specialised nature of this job. The cheaper quote has been accepted from Ever Green Synthetic Grass. A third quote was not sourced as the company was located over east and it was likely that timing and cost would be prohibitive to the project.

An invoice has been attached to request the amount of 180,028.00 which is the accepted quote amount. The funds are requested to be transferred to the DDSC bank account for administration of payment direct to the company during the synthetic green works. We are required to pay the \$150k instalment by the 17<sup>th</sup> April 2023 to ensure works can start thereafter.

The volunteer committee would like to thank the Shire of West Arthur for its continued support of the community shared sporting facility. It is a credit to our town and provides a centre for our community to connect.

Yours faithfully

Nathan King  
DDSC President



13-February-2023

Shire of West Arthur  
31 Burrowes Street  
Darkan WA 6392  
dceo@westarthur.wa.gov.au

Fax: 08 9736 2212

**We confirm the details of the following transaction:**

**Our Ref:** 4282180  
**Instrument:** Term Deposit  
**Lender:** Shire of West Arthur  
**Borrower:** Bendigo and Adelaide Bank Limited  
**Principal:** AUD 1,647,242.63  
**Deal Date:** 13-Feb-2023  
**Settlement Date:** 13-Feb-2023  
**Maturity Date:** 28-Jun-2023  
**Interest Rate:** 4.1000%  
**Interest at Maturity:** AUD 24,979.42

If you require any further information regarding this transaction please contact Financial Markets on 1800 633 511.

Regards  
Bendigo and Adelaide Bank Limited

Thank you for transacting with Bendigo and Adelaide Bank Limited.  
This is a computer generated document and does not require a signature.

Financial Markets.  
The Bendigo Centre, PO Box 480, Bendigo VIC 3552  
p 1800 633 511 e MoneyMarket@bendigoadelaide.com.au

[bendigobank.com.au](http://bendigobank.com.au)

Bendigo and Adelaide Bank Limited ABN 11 068 049 178. AFSL/Australian Credit Licence 237879 A1406582. OUT 1454809. 28/07/2020



05-April-2023

Shire of West Arthur  
31 Burrowes Street  
Darkan WA 6392  
dceo@westarthur.wa.gov.au  
MKing@westarthur.wa.gov.au

Fax: 08 9736 2212

\*\*\* This has been amended \*\*\*

**We confirm the details of the following transaction:**

**Our Ref:** 4282180  
**Instrument:** Term Deposit  
**Lender:** Shire of West Arthur  
**Borrower:** Bendigo and Adelaide Bank Limited  
**Principal:** AUD 1,647,242.63  
**Deal Date:** 13-Feb-2023  
**Settlement Date:** 13-Feb-2023  
**Maturity Date:** 05-May-2023  
**Interest Rate:** 3.7000%  
**Interest at Maturity:** AUD 13,525.44

If you require any further information regarding this transaction please contact Financial Markets on 1800 633 511.

Regards  
Bendigo and Adelaide Bank Limited

Thank you for transacting with Bendigo and Adelaide Bank Limited.  
This is a computer generated document and does not require a signature.

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p 1800 633 511 e MoneyMarket@bendigoadelaide.com.au

[bendigobank.com.au](http://bendigobank.com.au)

Bendigo and Adelaide Bank Limited ABN 11 068 049 178. AFSL/Australian Credit Licence 237879 A1406582. OUT 1454809. 28/07/2020

**6 CLOSURE OF MEETING**

The Presiding Member to declare the meeting closed.