



Town of Narrogin

## MINUTES

### ORDINARY COUNCIL MEETING

**11 MARCH 2014**

**COMMENCING AT 7:30 PM**

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

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

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

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

**Disclaimer:**

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

These minutes were confirmed at the Ordinary Council meeting held on March 25 2014.

Signed  Date 25/3/14  
(Presiding Member at the meeting at which minutes were confirmed)

## **ORDINARY COUNCIL MEETING MINUTES**

**11 March 2014**

### **1. OFFICIAL OPENING/ANNOUNCEMENT OF VISITORS**

The mayor opened the meeting at 7:30 pm.

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

Cr Kain advised he may be late – arrived at 7:37

Mayor Ballard

Cr Paternoster (Deputy Mayor)

Cr McKenzie

Cr Russell

Cr Schutz

Cr Bartron

Cr Kain

Cr Ward

Mr Cook – Chief Executive Officer

Mr Bastow – Director of Corporate and Community Services

Mr Robinson – Director of Technical and Environmental Services

Ms French – Executive Assistant

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

Cr Paternoster and Cr Russell declared a financial interest in Item 10.2.255

Cr Kain declared a proximity interest in Item 10.2.254

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

NIL

### **5. PUBLIC QUESTION TIME**

NIL

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

NIL

## 7. CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS

<b>Council Resolution 0314.018</b>
------------------------------------

**Moved: Cr Schutz**

**Seconded: Cr Paternoster**

That Council:

Accept the minutes of the Ordinary Council Meeting held on 25 February 2014 and be confirmed as an accurate record of proceedings.

**CARRIED 7/0**

## 8. ANNOUNCEMENTS BY THE PERSON PRESIDING WITHOUT DISCUSSION

NIL

## 9. PETITIONS/DEPUTATIONS/PRESENTATIONS/SUBMISSIONS

NIL

## 10. MATTERS WHICH REQUIRE DECISIONS

### Table of Contents

<b>10.1 DEVELOPMENT AND TECHNICAL SERVICES</b>	
<b>10.2.254 POTENTIAL RESEALING OF FORTUNE STREET .....</b>	<b>5</b>
<b>10.2.255 PROPOSED DRIVE THROUGH COFFEE SHOP – NO 13 (LOT 121) CLAYTON ROAD CORNER OF EARL STREET, NARROGIN .....</b>	<b>9</b>
<b>10.2.256 REQUEST FOR PERMISSION TO KEEP TWO DOGS – NO 4 (LOT 9) ARGUS STREET, NARROGIN .....</b>	<b>17</b>
<b>11.2 CORPORATE AND COMMUNITY SERVICE .....</b>	<b>19</b>
<b>10.2.257 NARROGIN LEISURE CENTRE THIRD PARTY FACILITATION PROVIDER .....</b>	<b>20</b>
<b>10.2.258 NARROGIN HOMECARE REQUEST FOR PURCHASING.....</b>	<b>45</b>
<b>10.2.259 CONFIDENTIAL – PROPOSAL TO ISSUE PROPERTY SEIZURE AND SALE ORDER .....</b>	<b>51</b>
<b>10.2.260 LIBRARY OPENING HOURS .....</b>	<b>52</b>
<b>10.2.261 LIBRARY FINE AMNESTY .....</b>	<b>54</b>
<b>11. ELECTED MEMBER’S MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN.....</b>	<b>56</b>
<b>12. NEW BUSINESS OF AN URGENT NATURE APPROVED BY THE PERSON PRESIDING OR BY DECISION OF THE MEETING .....</b>	<b>56</b>
<b>13. CLOSURE OF MEETING .....</b>	<b>56</b>

## 10.1 DEVELOPMENT AND TECHNICAL SERVICES

Cr Kain left the meeting having declared a proximity interest in the following item.

### 10.2.254 POTENTIAL RESEALING OF FORTUNE STREET

**File Reference:** 28.2.1  
**Disclosure of Interest:** Nil  
**Applicant:** N/A  
**Previous Item Nos:** Nil  
**Date:** 6<sup>th</sup> March 2014  
**Author:** Brian Robinson, Director Technical & Environmental Services  
David Coates – Senior Technical Officer

**Attachments:** Aerial photograph of Fortune Street

#### **Summary:**

Fortune Street is in urgent need of significant maintenance, with a reseal of the road and other maintenance being proposed for the 2014/15 financial year. Prior to costing the works, Council is requested to consider the design options.

#### **Background:**

Fortune Street was developed into its current form as part of Townscape Works undertaken by the Town between 1992 and 2006. The street offers a unique streetscape with parking and tree planting occur in the center of the roadway.

The current street pavement is in need of urgent and significant maintenance intervention to prevent pavement failure due to drainage issues, protruding tree roots and sections of the previous seal which did not bond correctly.

Inspection of the area by Town of Narrogin staff has identified that other maintenance issues include:

- a) Portions of kerbing which need replacement;
- b) Uneven paving and road seal due to intrusive tree roots;
- c) Garden beds that have been inappropriately constructed in manner that prevents stormwater from entering them, increasing the need for manual watering.
- d) Deciduous trees that were installed in close proximity to the street pavement without the appropriate tree root barriers; and
- e) A need to improve drainage from the roofs of adjacent buildings to ensure stormwater enters the Town's drainage system in an appropriate manner.

Given the significant level of works required, there is an opportunity to consider the level of work and current design elements. Council direction is sought in order to assist in the budget process.

**Comment:**

There are several options available to Council, which are summarised as follows:

- a) Do the Minimum amount of work required to maintain the street 'as is';
- b) Complete a more significant level of work whilst maintaining the current design; or
- c) Consider A Redesign of the road pavement, using more traditional kerbside parking.

To assist Council in determining this matter, the following comments are offered on each of the options:

a) Do the Minimum

Under this option Council staff would arrange for routine maintenance such as trimming tree roots and simply reseal the road and repave the footpath.

Comment:

Although this option represents the lowest cost option, it is not supported as it anticipated that the current vegetation and pavement design will result in ongoing maintenance issues with tree roots and deciduous tree leaves.

b) Complete a more significant Level of Work

Without altering the current central parking bays, there is an opportunity to create a more low maintenance streetscape through the removal of the existing trees and a redesign of the existing garden beds and associated plantings.

Kerbing replacement and improvements to the existing drainage could also be incorporated and pedestrian crossings could be more appropriately designed.

Comment:

Although this option would could more disruption for traffic and business' on Fortune Street, it will significantly extend the life of Fortune Street and result in reduced ongoing maintenance costs. It would also result in a significant improvement to the current appearance and streetscape.

c) Consider a Redesign

If Council was to support a redesign of Fortune street opportunity would exist for the street to be modified to:-

- i) Return to a more standard design with angled kerbside parking;
- ii) Implement parallel parking which may allow some limited vegetation in a central median strip; or
- iii) Introduce a one way road system, maximising the number of parking bays that would be available.

Comment:

The introduction of angled or parallel kerbside parking is likely to result in decrease in the number of parking bays available in Fortune Street. It will also significantly limit the potential for vegetation within the centre of the road.

The introduction of a one way traffic system would result in the most significant change and therefore is likely to be more costly. It is also noted that preliminary discussions with several local business' in Fortune Street has indicated opposition to such a design.

**Consultation:**

Chief Executive Officer

**Statutory Environment:**

N/A

**Policy Implications:**

N/A

**Financial Implications:**

Costings associated with the identified design option will be developed for Council's further consideration and endorsement as part of the 2014/15 annual budget process.

**Strategic Implications:**

The current design in Fortune Street is somewhat unusual and has resulted in an aesthetic and streetscape unique to the Narrogin townsite. Although the removal of some current street trees would result in a short term change, long term maintenance would be greatly reduced.

Given the substantial costs associated with the implementation of an alternative design, Council is requested to consider supporting a scope of works based on the current design.

**Voting Requirements:** Simple Majority

**Council Resolution 0314.019**

**Moved: Cr McKenzie**

**Seconded: Cr Bartron**

That Council

1. Request detailed costings to be prepared the reconstruction of Fortune Street, using the following scope of works:
  - a) Retention of parking bays in the centre of the road pavement;

- b) Replacement of the existing kerbing;
  - c) Redesign of the existing Garden Beds so as to ensure that the beds form part of the drainage system in accordance with Water Sensitive Design Principals;
  - d) Removal of the existing trees, where such trees and their associated root systems cannot be wholly contained within defined Garden Beds.and replacing those trees with more suitable waterwise native trees and associated vegetation.
  - e) Improvements to existing drainage for adjacent buildings;
  - f) The redesign/relocation of areas for pedestrian crossings to allow for straight crossings; and
  - g) Resealing of the road pavement.
2. Further consideration be given to the reconstruction of Fortune Street as part of the 2014/15 annual budget process.

**CARRIED 6/0**

Cr Kain re-entered the meeting at 7:40pm



Cr Paternoster and Cr Russell left the meeting at 7:44pm having declared a financial interest in the following item.

**10.2.255 PROPOSED DRIVE THROUGH COFFEE SHOP – NO 13 (LOT 121)  
CLAYTON ROAD CORNER OF EARL STREET, NARROGIN**

**File Reference:** A118500  
**Disclosure of Interest:** Nil  
**Applicant:** Arthur Paternoster  
**Previous Item Nos:** Nil  
**Date:** 6<sup>th</sup> March 2014  
**Author:** Brian Robinson, Director of Technical & Environmental Services

**Attachments:** Copy of application for Planning Consent

**Summary:**

Council is requested to determine an application for planning consent seeking to establish a “Drive-Through” Coffee Shop within portion of the existing building.

**Background:**

The subject land is a 2,456m<sup>2</sup> site located on the corner of Clayton Road and Earl Streets within the Narrogin Town Centre. The site contains a number of improvements, which are described as follows:

- a) An existing office building, being a converted dwelling which is located in the North West corner half of the site adjacent to the intersection;
- b) A 19m by 15m zincalume shed/garage located in the South East corner of the site, which has been fenced off from the balance of the property;

The balance of the site is developed with a bitumen hardstand and some landscaping, which includes a 1-2 metre wide landscaped strip abutting Clayton Road and Earl Street. A copy of an aerial photograph of the site is shown attached.

Previously the site operated as a car sales yard being Narrogin Hyundai, incorporating a mechanical workshop within the existing shed garage.

Following cessation of the caryard in 2012/13, the mechanical workshop has continued to be used for this purpose and conditional approval was granted to the continued use of the existing office as professional offices in May 2013.

Approval is now sought to fit out the southern portion of the building for a “Drive Through” Coffee Shop. A one way drive through system is proposed, with clients to enter the premises from Clayton Road, exiting onto Earl Street.

A copy of the application and associated revisions are shown attached.

**Comment:**

The provisions of Town Planning Scheme No 2 include the subject land within the Central Business Zone.

In accordance with TPS No 2, a Drive Through Coffee Shop is consistent with the definition of a "Shop", which the Scheme defines as :

*Means a building wherein goods are kept, exposed or offered for sale by retail, but does not include a bank, fuel depot, market, service station, milk depot, marine collectors yard, timber yard or land and buildings used for sale of vehicles or for any purpose falling within the definition of industry or any restricted premises.*

A shop is a PS use within the Central Business Zone, that is a use which is not permitted unless special approval has been granted by Council and it complies with all relevant development standards. To assist Council in determining the application, the following comments are offered:

a) Parking Requirements – Office/Shop Building:

Within the Central Business Zone, car parking is required at a rate of not less than 1 bay per 33m<sup>2</sup> of shops or offices.

With an floor area of approximately 160m<sup>2</sup>, a total of 5 carbays are required to use the office building for both office and shop uses as proposed. This same requirement applied to the previous car yard operation.

Examination of the site confirms that sufficient area exists for provision of these bays. In the event that Council resolves to support the application, it is recommended that formal parking design be submitted, approved and marked on site, prior to the commencement of the proposed use.

b) Landscaping;

As detailed in the Zoning and Development Table for the Central Business Zone, a minimum of 7% of the site is required to be landscaped. With an area of 2,456m<sup>2</sup> a minimum of 171.92m<sup>2</sup> of landscaping should be provided.

Examination of the site confirms that a sufficient area of landscaping exists on site. However this landscaping mostly consists of grass. It is therefore recommended that the applicant be required to submit and implement proposals for the improvement of the existing landscaping should the proposal be approved.

c) Parking Requirements – Mechanical Workshop

At a rate of 1 carbay per 33m<sup>2</sup>, a total of 9 carbays must be provided for the existing Mechanical Workshop. Inspection of the site confirms that there is sufficient room for the parking of nine vehicles within the fenced area that contains the workshop.

d) Internal Vehicle Movements

The driveway from Clayton Road will provide formal access for both the Drive Through Service and the existing offices. Similarly the existing driveway to Earl Street will serve as an exit for the site.

To ensure that vehicle movements using the driveway are not detrimentally impacted on, a separate driveway to the drive through window is required.

Although sufficient room exists, the submitted plans do not depict such an arrangement at this time. Should Council support the application, it is recommended that revised plans be required, to be approved and implemented prior to commencement of the proposal.

**Consultation:**

Chief Executive Officer

**Statutory Environment:**

Town Planning Scheme No 2

**Policy Implications:**

Nil

**Financial Implications:**

The required application fee has been paid.

**Strategic Implications:**

Clayton Road is a strategic road facilitating both heavy and normal vehicle movements through the townsite. Currently the only premises providing beverages and/or food on Clayton Road is the Caltex Service Station.

Provided that parking and access arrangements are formalised and existing landscaping upgraded, the application will comply with the normal requirements specified by Town Planning Scheme No 2. Conditional approval is therefore recommended.

**Voting Requirements:** Simple Majority

**OFFICERS RECOMMENDATION 10.2.255**

That Council approve the proposed Drive Through Coffee Shop on No 13 (Lot 25) Clayton Road, Narrogin subject to compliance with the following conditions:

1. The development hereby approved shall occur generally in accordance with the plans and specifications submitted with the application (except as otherwise identified in this approval) and these shall not be altered or modified without the prior written approval of Council.
2. Prior to commencement of the development hereby approved, the plan submitted with the application shall be modified as follows:

- i) Provision of an overall site demonstrating the provision of not less than 5 car parking bays to service the office/shop premises;
  - ii) The separation of traffic associated from the primary driveway system through the use of a dedicated drive through lane with sufficient stacking capacity.
3. The area set aside for the parking of vehicles, together with the associated access lanes as delineated on the endorsed plan shall:
  - i. Be designed, constructed, drained and marked to the satisfaction of the Council prior to the commencement of the use hereby permitted.
  - ii. Thereafter be maintained to the satisfaction of the Council.
  - iii. Be made available for such use at all times and not used for any other purpose.
  - iv. Be properly formed to such levels that it can be used in accordance with the plan.
4. The existing landscaping being upgraded and proposals for further landscaping being submitted for approval by the Town of Narrogin prior to the issue of a building licence.
5. If lighting is to be installed to the car parking area then it is to be installed to the satisfaction of the Town of Narrogin.
6. Parking areas are not to be used for general storage or any purpose other than the parking of motor vehicles.
7. Rubbish bin stores or bin storage areas shall be provided and constructed to requirements of Council's Environmental Health Officer.

Advice to Applicant:

1. The applicant is advised that the construction and use of the proposed premises is required to comply with the Health (Food Hygiene) Regulations 1993.
2. Prior to the issue of a building licence, plans and specifications of all internal fixtures, finishes and fittings must be provided to and approved by Council's Environmental Health Officer.
3. Any use, additions to and further intensification of any part of the development or land which is not in accordance with the original application or conditions of approval shall be subject to a further development application and consent for that use.
4. Signs may be erected or displayed to the requirements and satisfaction of Council in accordance with the provisions of Town Planning Scheme No 2. Prior to any sign being displayed the necessary planning consent and sign licence shall be obtained from Council.

**Council Resolution 0314.020**

**Moved: Cr Bartron**

**Seconded: Cr Ward**

That Council approve the proposed Drive Through Coffee Shop on No 13 (Lot 25) Clayton Road, Narrogin subject to compliance with the following conditions:

1. The development hereby approved shall occur generally in accordance with the plans and specifications submitted with the application (except as otherwise identified in this approval) and these shall not be altered or modified without the prior written approval of Council.
8. Prior to commencement of the development hereby approved, the plan submitted with the application shall be modified as follows:
  - iii) Provision of an overall site demonstrating the provision of not less than 5 car parking bays to service the office/shop premises;
  - iv) The separation of traffic associated from the primary driveway system through the use of a dedicated drive through lane with sufficient stacking capacity.
9. The area set aside for the parking of vehicles, together with the associated access lanes as delineated on the endorsed plan shall:
  - v. Be designed, constructed, drained and marked to the satisfaction of the Council prior to the commencement of the use hereby permitted.
  - vi. Thereafter be maintained to the satisfaction of the Council.
  - vii. Be made available for such use at all times and not used for any other purpose.
  - viii. Be properly formed to such levels that it can be used in accordance with the plan.
10. The existing landscaping being upgraded and proposals for further landscaping being submitted for approval by the Town of Narrogin prior to the issue of a building licence.
11. If lighting is to be installed to the car parking area then it is to be installed to the satisfaction of the Town of Narrogin.
12. Parking areas are not to be used for general storage or any purpose other than the parking of motor vehicles.
13. Rubbish bin stores or bin storage areas shall be provided and constructed to requirements of Council's Environmental Health Officer.

Advice to Applicant:

1. The applicant is advised that the construction and use of the proposed premises is required to comply with the Health (Food Hygiene) Regulations 1993.
- 2.
2. Prior to the issue of a building licence, plans and specifications of all internal fixtures, finishes and fittings must be provided to and approved by Council's Environmental Health Officer.
3. Any use, additions to and further intensification of any part of the development or land which is not in accordance with the original application or conditions of approval shall be subject to a further development application and consent for that use.
4. Signs may be erected or displayed to the requirements and satisfaction of Council in accordance with the provisions of Town Planning Scheme No 2. Prior to any sign being displayed the necessary planning consent and sign licence shall be obtained from Council.
5. That any additional development of seating or alfresco dining is not permitted until further approval of Council is obtained.

**CARRIED 5/0**

Cr Paternoster and Cr Russell returned to the meeting at 7:53pm.

## **Amended Proposal for a drive through coffee outlet. 13 Clayton Road Narrogin**

### **Background**

The premises at 13 Clayton Road Narrogin were previously used as Motor Vehicle Sales Yard.

More recently the office building has been used for Professional Offices. The Offices are occupied by the Narrogin Centrelink Agency and by APM Australian Personnel Management.

It is proposed that a drive through coffee outlet be established at the premises, utilising the southern part of the building as demonstrated on the attached plan.

It is proposed that vehicles will enter the premises through the Clayton Road Entrance and drive to the back of the building. The vehicles will then drive through to the Clayton Road.

### **Information supporting application.**

Clayton Road is one of the busiest roads in Narrogin with 2000 vehicles a day. It takes traffic coming through from Williams (on Clayton Road and via the Williams Road roundabout) and Wandering. The drive through take away coffee outlet will be situated opposite the major fuel outlet in Narrogin (Caltex).

It is expected that the main customers will be those travelling through Narrogin and those people using the sporting complex over the weekend.

### **Tourism**

It is proposed that the travelling public will stop at the outlet and be advised of the activities happening and due to happen in Narrogin. Ordinarily the travellers on Clayton Road would not normally stop in Narrogin unless they were fuelling up at the Caltex. It is anticipated that once they had stopped for coffee, a percentage of the travellers would spend some time in Narrogin.

### **Seating**

No seating will be installed and there will be no facilities for people to consume coffee on the premises.

Arthur Paternoster  
97 Ensign Street  
Narrogin WA 6312  
On behalf of the Paternoster Family Trust

Town of Narrogin RECEIVED	
Directed to	Brian
Ref No.	24 JAN 2014 IPA142929
Property File	A118500
Subject File	
C-Point No.	

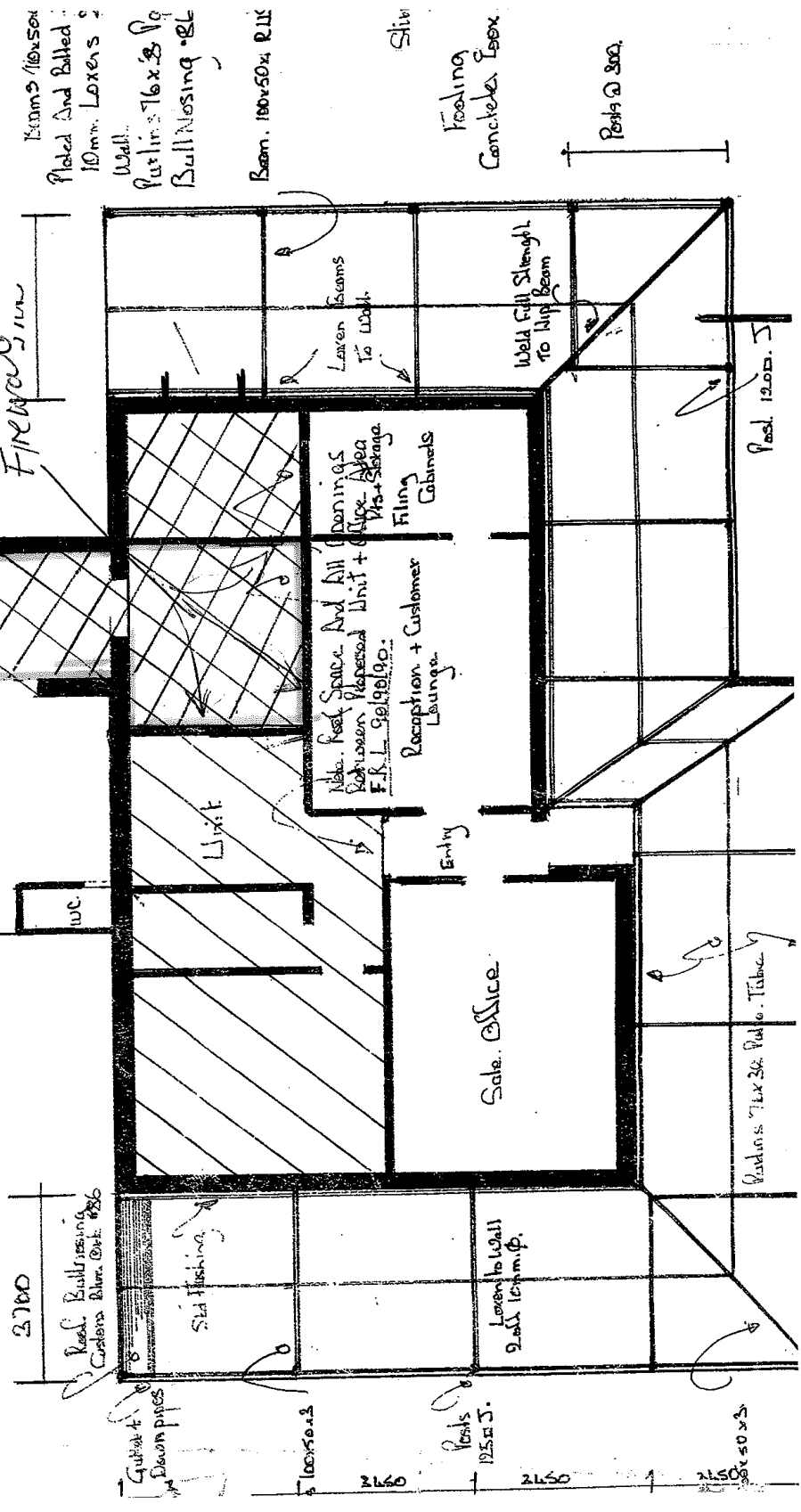
Unit to Meet Requirement

Out to Earl St

In from Clayton Road

sewing window

Fire wall





**Cr Bartron departed the meeting at 7:55 pm.**

**10.2.256 REQUEST FOR PERMISSION TO KEEP THREE DOGS – NO 4 (LOT 9) ARGUS STREET, NARROGIN**

**File Reference:** A327800 & 19.5.2  
**Disclosure of Interest:** Nil  
**Applicant:** Jason Jones  
**Previous Item Nos:** Nil  
**Date:** 7<sup>th</sup> March 2014  
**Author:** Brian Robinson, Director Technical & Environmental Services

**Attachments:** Nil

**Summary:**

Council is requested to endorse the keeping of three dogs on the above property.

**Background:**

The applicant has, through his employment, recently transferred to Narrogin from Geraldton where all three dogs were previously registered.

Two of the dogs have been registered with the Town and an application for the third dog is unable to be processed until such time as approval has been granted for the keeping of the third dog.

Correspondence has now been received seeking approval to keep a total of three dogs which are described as follows:

- a) A 20 month old male Brindle English Mastiff;
- b) A 2 year old female Tan Staffordshire Terrier; and
- c) An older male Staffordshire Terrier.

**Comment:**

In accordance with Section 26(1) of the Dog Act 1976 up to two dogs may be kept on any premise, 'as of right'. As detailed in section 26(2), local government may through the making of a local law limit the maximum number of dogs that may be permitted.

Pursuant to this, Part 3 of the Town of Narrogin's Dog Local Laws stipulates that a maximum of two dogs over the age of three months shall be kept on properties in the Town, unless otherwise approved by Council. In accordance with the Towns Dog Local Laws, more than two dogs may be permitted under the following circumstances:

- a) As an approved Kennel; or
- b) Where Council grants an exemption pursuant to Section 26(3) of the Dog Act 1976.

Having regard to the provisions of Town Planning Scheme No 3, which prohibit the establishment of a Kennel in a residential zone, the keeping of more than two dogs over

three months of age can only be permitted by an exemption pursuant to section 26 of the Dog Act 1976. It is considered that 'exemptions' from the maximum number of dogs should only be granted in exceptional circumstances.

In this case, whilst in Geraldton, the applicant inherited a third dog. An exemption was subsequently granted by the City of Geraldton for the keeping of three dogs. Verbal advice from the City of Geraldton indicates no complaints were received regarding the three dogs.

Inspection of the property by Council's Ranger – Guy Maley has indicated all three dogs are of good temperament and nature.

Given the history of the dogs, the fact the City of Geraldton previously granted the owner an exemption it is considered the application has merit. As the yard in which they are to be kept is large and secure, it is recommended that the application be supported.

**Consultation:** Ranger – Guy Maley

**Statutory Environment:**

An exemption to permit the keeping of more than 2 dogs is granted under Section 26(3) of the Dog Act, which states:

- (3) *Where by a local law under this Act a local government has placed a limit on the keeping of dogs in any specified area but the local government is satisfied in relation to any particular premises that the provisions of this Act relating to approved kennel establishments need not be applied in the circumstances, the local government may grant an exemption in respect of those premises but any such exemption —*
  - (a) *may be made subject to conditions, including a condition that it applies only to the dogs specified therein;*
  - (b) *shall not operate to authorise the keeping of more than 6 dogs on those premises; and*
  - (c) *may be revoked or varied at any time.*

**Policy Implications:**

It is anticipated that a draft Policy relating to the keeping of more than 2 dogs will be placed before Council for consideration in April.

**Financial Implications:**

The registration fee has been paid for the two currently licensed dogs and the owner has undertaken to pay the required registration of the third dog if an exemption is granted.

**Strategic Implications:** Nil

**Voting Requirements:** Simple Majority

**OFFICERS RECOMMENDATION 10.2.256**

That Council, in accordance with section 26(3) of the Dog Act 1976, grant an exemption for the keeping of three dogs as proposed at No 4 (Lot 9) Argus Street, Narrogin.

**Council Resolution 0314.021**

**Moved: Cr Ward**

**Seconded: Cr Kain**

That Council;

In accordance with section 26(3) of the Dog Act 1976, grant an exemption for the keeping of three dogs as proposed at No 4 (Lot 9) Argus Street, Narrogin, as this is a transfer of the pre-existing approval from the City of Geraldton Greenough

**CARRIED 7/0**

## CORPORATE AND COMMUNITY SERVICE

### 10.2.257 Narrogin Leisure Centre Third Party Facilitation Provider

**File Reference:**

**Disclosure of Interest:** Nil

**Applicant:** Chief Executive Officer

**Previous Item Nos:** Nil

**Date:** 5<sup>th</sup> March 2014

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

**Attachments:** - Draft Tender Document (under separate cover)

**Summary:**

It is presented to Council to consider the attached tender document for the provision of service through a third party provider to facilitate the activities of the Narrogin Leisure Centre.

**Background:**

Many years ago Council considered a similar item, however chose not to proceed for reasons at the time. These have been explained to the author as loss of control of the Centre and perceived increase in costs. These will be raised in the item later.

**Comment:**

Council is requested to consider the attached tender document and if accepting to endorse the advertising of the tender in the West Australian for a period of three weeks. Please note that this does not commit Council to accepting a tender presented.

The Tender document requests that the Tenderer provide all facets of the administration and facilitation of the Leisure Centre as Council is currently conducting.

It is expected that from the facilitation by a third party provider that increased service provision of classes will occur, more stable and professional administration will occur with the backup of a larger administration providing support and expert advice and training.

The larger entity may be able to purchase items at a discounted rate, due to the economies of scale that may also reduce the operational expenses. The author requested that a service provider prepare a draft budget based on the current expenses and this has provided the indication of savings to Council.

The accepted tender contract would operate under the following yearly timeframe and guidelines:

- 1) Draft budget would be presented in March April by the Contractor
- 2) Council would consider the budget and approve/negotiate the amount (Negotiation would occur through the setting of fees and charges as this would dictate the income achieved)

- 3) Council would allocated the required budget within the Adopted Council Budget as pre-approved.
- 4) Facilitation of the years operations with regular meetings with the Service Provider and Council reps to ensure consistency for services and maintenance.
- 5) Council would be required to budget for Capital Upgrade of items and building requirements.
- 6) Service Provider to ensure that maintenance of the Centre is undertaken on a regular and timely basis.
- 7) Regular updates as to the attendance and income generated and costs incurred will be provided to Council for monitoring and reporting. Please note that the Manager of Leisure and Culture will be the liaison/contact person in the first instance and the CEO in the second for the service provider to deal with on a ongoing basis.
- 8) March of following year the end of year wrap up would occur ensuring that both parties understand how the Centre has performed to allow for the discussions regarding the following budget and required levels of service.

Within the contract/tender document it is stated that should the Contractor make a profit in addition to the approved budget that this be shared 50/50 with Council, yet should the contractor make a loss on the approved budget that this is born by the contractor not Council. It must be noted that should a loss be made that was not extraordinary that the budget estimates for the following year would change.

There are sections within the tender that talk about the required service delivery and that the Centre is to be run as a business with the expectation that the subsidy should be aimed at being removed or at least lessened.

If Council are concerned with certain areas please identify this with the author now so that additional information can be inserted.

It is proposed that should Council accept a tender received that the commencement date for the service provider would be the 1<sup>st</sup> August 2014 or a date soon after. Once the Tenders have been received it is presented that the CEO performance Review and Advisory/Audit Committee would review all tenders presented and identify the preferred tenderer. It is then presented that a consultation session be held with the general public to request input into the proposal and seek general comments prior to Council making its formal decision. It would be requested that the preferred supplier attend this consultation session to provide comment and feedback.

It is also presented that the Leisure Centre Strategic Review Committee be invited to comment on the proposed tenders prior to the public consultation session.

**Consultation:**

- Ms Susan Guy Manager of Leisure and Culture
- Mr Rohan Gunton YMCA

**Statutory Environment:** Section 3.57 of the Local Government Act 1995 - Tenders for providing goods and services.

**Policy Implications: Nil**

**Financial Implications:**

No financial implications are relevant to this financial year and will only occur when the tender is accepted.

**Strategic Implications:**

It has been assessed that for Council to achieve its strategic outcomes for the Leisure Centre and to operate a professional operation/administration at the Centre. The Centre is currently struggling with Cultural issues and the lack of focus which has been prevalent for most of the refurbished Centres existence.

As the facilitation of the professional recreation Centre requires an organisation that has adequate Executive focus and time allocation, including appropriate support that is area specific. The Town is unable to provide this level of support under the current organisational structure and funding.

As such, it is strongly felt by the author that should a professional organisation present a tender and Council has the ability to 1) save monies, should seriously consider this 2) Not save money but receive increased services to the Centre, should seriously consider the proposal. If neither of these are apparent the author would recommend against the tender progressing.

**Voting Requirements:** Simple Majority

**Council Resolution 0314.022**

**Moved: Cr Schutz**

**Seconded: Cr Kain**

That Council:

Review and endorse the presented Tender for the provision of Contract Management of the Narrogin Regional Recreation Centre and the Tender be advertised within the West Australian and the tenders presented to be reviewed by the CEO Performance Review and Advisory/Audit Committee prior to being presented to Council.

**CARRIED 7/0**



## REQUEST FOR TENDER

<b>Request for Tender (RFT)</b>	RFT TENDER 1 – 13/14
<b>Contract</b>	Contract Management of the Narrogin Regional Leisure Centre.
<b>Deadline</b>	<b>FRIDAY 11<sup>th</sup> April 2014 at 12:00 noon at, 89 Earl St, Narrogin WA 6312.</b>
<b>Address for Delivery</b>	<p><i>TOWN OF NARROGIN</i>  <i>89 EARL ST</i>  <i>NARROGIN WA 6312</i>  <i>FACSIMILE (08) 9881 3092</i>  <i>EMAIL: <a href="mailto:aaron@narrogin.wa.gov.au">aaron@narrogin.wa.gov.au</a></i></p> <p><i>Prior to sending tender by email or facsimile, contact must be made with the Chief Executive Officer on (08) 9881 1994. If faxed or emailed the original tender document must be received by post within two working days of the deadline.</i></p>

All facilities can be closed on Good Friday and Christmas Day but will open from 10am to 3pm on Australia Day.

**Note:**

- Tenderers may propose a variation to these hours as part of the business case in their submission or during the Contract period.
- Changes or additional hours may be negotiated with the Contractor if it is deemed financially viable to do so.

### 2.2.2 Required Documents and Plans

Within the Conditions of Contract, the successful Contractor will be required to produce the following operational documents:

- Monthly Management Reports during the first year and quarterly thereafter - to include details of assessment of KPI's, progress on management and operational plans, details of programs and events.
- Monthly, quarterly and annual financial reports and as may be required by the Town.
- An annual Business Plan
- An annual Marketing and Promotions Plan
- Client Satisfaction Surveys (at no greater than 6 month intervals for the initial period then on a yearly basis to be provided to the principal by the end of April each year)
- Annual Budget and Financial Plan (prior to the end of April each year which includes the financial commitment from the Town)
- Occupational Health and Safety Management Plan, including:
  - Policies and Objectives
  - Organisational structure and responsibilities
  - Safe work practice and procedures
  - Safety training and inductions
  - Emergency procedures
  - Safety auditing and inspection procedures
  - Safety consultation procedures
  - Safety performance monitoring
  - Hazard identification and control
- Schedule of Cleaning
- Asset Maintenance Plan
- Equipment Maintenance and Upgrade Plan
- Sponsorship Plan - to outline proposed external income sources to support programs and initiatives (subject to Town approval)

### 2.2.3 Staff Management

The Contractor will be required to take full responsibility for recruitment, supervision, training, remuneration, of appropriately qualified staff and all related costs including leave liabilities. This should include but is not limited to uniforms, safety equipment, emergency plans, first aid requirements, local community investment, traineeships and other statutory requirements i.e. tax, returns, payroll. All staff must have current nationally recognised accreditations (where applicable).



### 2.2.4 Performance Contract and Reviews

The contract that is negotiated with the successful Contractor will be performance based.

The Town seeks an integrated approach to the planning and delivery of recreation facilities and leisure programs at the Recreation Centre, which will need to occur through effective marketing, planning, delivery, management, monitoring and reviewing of the service, in accordance with the needs of the community.

The Town will require the Contractor to manage the Centre as a commercial operation. This approach will be reflected by the Contractor in the development and review of the outcomes from the documented planning approach outlined and in demonstrating performance achievement against agreed Key Performance Indicators (KPIs).

These KPIs will be established and agreed upon to assess the successful operation of the Centre. This approach will be taken to provide a strong reporting format by which the management and operation of the Centre can be monitored and reviewed to ensure an ongoing cycle of reflection and improvement.

Detailed plans and the KPI's are required to be developed and signed off by the Town of Narrogin during the first three months of the Contract.

Performance against these KPI's will determine the profit share as detailed in the risk / reward model and as agreed by the Town, poor performance against KPI's may result in the termination of the Contract.

It is proposed that a profit share of 50% for the Contractor and 50% for the Town be implemented.

If the loss is greater than the amount budgeted for and that amount is not approved by Council, then the Contractor will incur 100% of the loss.

### 2.2.5 Project Manager and Reporting Requirements

The Town of Narrogin's appointed representatives are the Manager of Leisure and Culture (MLC) in the first instance and the Chief Executive Officer if the MLC is unavailable.

The successful respondent shall nominate the person who will have the day to day management responsibility for the duration of the project and provide a detailed resume of the nominee who shall be referred to as the Lead Consultant. All communications with the MLC shall be through the Lead Consultant.

The Town of Narrogin reserves the right to review and approve of any change to the Lead Consultant.

### 2.2.6 Default in Performance

The Town may terminate the Contract if the Contractor fails to meet the necessary requirements or fails to meet the agreed KPIs.

### 2.2.7 Management Fee

The agreed management fee to be paid to the successful Contractor will be paid in 12 equal monthly instalments upon the receipt of an agreed monthly report and invoice.

The fee will be a fixed management fee and a variable performance related fee based on achievement of KPI's and profit.

Included in the Management Fee:

- All Management and Staff costs including wages, statutory obligations, costs and provisions
- All programming activities
- All corporate overheads / administration and secretariat costs including mail and postage and Shire front desk service
- Cleaning costs
- Catering costs
- Planned preventative maintenance costs including repairs and renewals for services, buildings, grounds, equipment, furniture etc.
- Tools, protective clothing, uniforms and consumables
- Insurance requirements and costs (building insurance will be covered by the Shire)
- All utility costs including connections
- All payment / banking costs
- Security costs
- All marketing and promotion costs
- Surveys (users and community including customer satisfaction surveys)
- Procurement of all goods and services (in accordance with Shire procurement requirements)
- Handling and storage of goods and equipment
- Maintenance of computer systems, equipment management systems including consumables and licences
- Integration requirements with main Shire system
- Inductions
- Indemnity
- Occupational, Health and Safety requirements
- Human resource requirements, staff management and training
- Communication requirements
- Quality requirements
- Cost management requirements
- Reporting
- Office expenses
- Any other costs as declared

Refer to Part 6.2.2 for further details.

**Note:** Usage costs should form part of the financial plan for the Centre. The aim is for the Centre to be financially viable and ideally have no or a limited subsidy by the Town.

### 2.2.8 Annual Budget

It is proposed that an annual review of the budget expectation occurs in February of each year. The Contractor will be required to operate within the budget parameters established for each year.

#### Capital Expenditure

The Town of Narrogin will budget annually for major structural repairs and facility improvements. All capital improvements or major repairs will need to be by negotiation with the Town and in accordance with the annual budget process. There is no requirement to include Capital budgets in this Tender response.

#### Annual Operational Budget

All operational income and expenditure must be itemised in the Annual Operational Budget.

#### Operational Results

The operator will be required to submit actual results to the Town on a monthly and quarterly basis, together with a variance analysis. All variances of 5% or an individual amount of greater than \$5,000 variance per annum, are to be in line with Council reporting requirements. Greater amounts or variances must be explained in writing. The results should be submitted monthly, with quarterly reports being provided to Council.

It is proposed that a profit share of 50% for the Contractor and 50% for the Town be implemented.

If the loss is greater than the amount budgeted for that is not approved by Council, then the Contractor will incur 100% of the loss. As stated in section 4.4.4.

### **2.2.9 Maintenance and Repairs**

The Contractor will be totally responsible for all costs associated with required maintenance and all ongoing minor repairs and renewals of plant equipment etc. The cost of maintenance up to a \$5000 limit will be the responsibility of the Contractor. All grounds maintenance to be the responsibility of the contractor. **Please note that the Town can provide this service to the Contractor at cost recovery rates.**

The Contractor will be responsible for grounds maintenance including lawns, garden beds and reticulation repairs. The Contractor will also be required to ensure that all fixtures, fittings, plant and equipment within the facilities are serviced and maintained in accordance with the recommended manufacturers', suppliers' and installers' instructions.

The Town will be responsible for any structural repairs and major building defects if notified by the Contractor.

The Contractor shall allow for the cost of an annual inspection and Condition Report to be undertaken by an independent auditor to determine the condition of plant, equipment, buildings etc.

It is acknowledged that delays in dealing with maintenance and repairs can impact on the provision of programs and services. Therefore the Town will implement in collaboration with the Contractor and agreed maintenance and repairs notification system for the protection of both parties, to ensure maintenance and repairs are dealt with in a timely manner by the responsible parties.

### **2.2.10 Cleaning and Hygiene**

The Contractor will be responsible for establishment and costs of a cleaning program which will include all plant, areas, equipment, windows, fixtures and fittings. All areas are required to be kept in a clean, safe and hygienic condition at all times. This includes the removal of rubbish and other cleaning requirements.

A bin compound will be provided on-site but external to the building. The Contractor shall make allowance for the disposal of all refuse from the facility. The Contractor will be required to:

- Maintain each facility component in a hygienic, clean and litter-free state at all times.
- Operate a schedule of cleaning that ensures regular daily checks of all amenities, and includes periods of cleaning activity that will have minimal disruption to the provision of service to patrons.
- Keep the immediate surrounding area clear of all litter and rubbish, and, at least once per day, pick up all litter and rubbish in the vicinity.

### **2.2.11 Security**



The Contractor should adhere to the security protocols for the Centre and manage all out-of-hours and security situations, as the Shire does not and will not have the resources to attend call-outs.

#### 2.2.12 Staff Uniforms

The provision of a professional demeanour and appearance is required. As such the Town will require the successful Contractor to adhere to a uniform policy that ensures a high standard of attire at all times. Requirements of the uniform policy include:

- A consistent approach to uniforms for all staff.
- All staff to wear the approved uniform at all times (non-conforming uniforms will not be accepted).
- All uniforms to reflect Town's branding.
- The stated footwear policy must be adhered to, at all times.
- Uniforms that are cognisant of the climatic requirements and are clean and well-maintained. (Damaged or worn uniforms must be replaced at regular intervals).
- The wearing of uniforms is restricted to the place of work and travelling to and from work.
- All uniforms are returned when employment terminates.
- Hats must be worn outside at all times.

#### 2.2.13 Marketing and Promotions

Marketing and promotion is the responsibility of the Contractor. **Note that the Town is to be recognized in all advertising and promotions.**

#### 2.2.14 Statutory Obligations

The Contractor shall comply with all federal, state and local laws. This includes licences and requirements for the crèche facility and insurance inspections of equipment.

#### 2.2.15 Access

The Contractor is required to introduce programs that enable use on an equal basis for disadvantaged groups including people with disabilities, seniors, pensioners and ethnic groups.

#### 2.2.16 Indemnity

The Contractor is required to indemnify and keep indemnified the Town from and against liability whatsoever and to any person in respect to death, injury or loss of or damage to property occurring in the course of the performance of the Contractor's obligations.

#### 2.2.17 Programming Activities

The Contractor in accordance with Town approval will be responsible for the establishment, marketing, promotion (and where applicable the coordination) of regular and special events and activities.

### 2.2.18 Additional Considerations

The successful applicant will be expected to:

- Enter into a formal contract
- Procure contracts for services in line with government and Town procurement policies
- Comply with all statutory requirements
- Hold all appropriate insurances and licences
- Meet key performance indicator targets
- Not alter the premises of facilities without written Shire approval
- Run a financially viable business
- Act with the highest professional conduct at all times
- Seek to provide local employment and traineeship/s opportunities

### 2.3 Implementation Timetable

Respondents should indicate their ability to commence this work by 1 January 2014. The following is a suggested programme of key milestones.

MILESTONE	DESCRIPTION	TARGET DATE
Request for Tender	Request for Tender issued and advertised	Friday 19 March, 2014
Closing date	Closing date for submissions	Friday 11 April 2014 (12:00 noon)
Tender Opening	Tenders will be opened in the Town offices.	Friday 11 April 2014 (12:05pm)
Panel Assessment	Panel to assess Tenders and where required follow up with Tenderers.	April 2014
Endorsement by Council	Council to endorse appointment of preferred Tenderer	April 2014
Appointment of Contractor	Contractor to be provided with notification of the Council decision	April 2014
Commencement of Contract		1 August 2014

## 2.4 Requirements

### 2.4.1 Outcomes Sought from the Contractor

The Town seeks the commitment to and achievement of the following outcomes as a result of the successful third party management and service delivery of the Recreation Centre by the appointed Contractor.

- Positive recognition for the Town from residents for its facilities and service provision.
- A diverse range of programs and activities which may be used by a broad cross section of groups and individuals within the community to participate in a variety of active and passive recreation pursuits, including:
  - Provision of high quality recreational programs
  - Innovative children and youth engagement programs, including leadership programs, holiday activities and other activities that cater for a range of children and youth cohorts
  - Seniors programs that are modified to meet the needs of senior community members
  - Accessible programs for those with special needs
  - A variety of high quality and realistically priced recreation opportunities and programs which are consistent with needs and aspirations of the community and that respond and adapt to evolving community interests and needs.
  - Ease of access to amenities to all residents and community members.
- An economically efficient and viable operation of the Centre, which minimises the cost and maximises the value for money for the Council and residents.
- High levels of customer service and communication that demonstrate genuine interest and concern for the needs of all participants.
- Enhancement of the Centre as a welcoming focal point and social hub for community interaction and development, where programs are offered in a relaxed, family friendly atmosphere and foster opportunities for participants of all ages to socialise and to develop new friendships (note: this includes the delivery of a quality café/kiosk service)
- Development of additional revenue streams and income generation through the utilisation of the Centre's facilities, including more use of the Centre as a functions venue and increased levels of casual usage of the Centre.
- High quality promotion/marketing of the Centre as a high quality Town facility.
- Development of effective external partnerships to add value to the centre – (e.g. schools; local sporting clubs, youth service providers and seniors service providers)
- Effective management of equipment/facility assets, including ensuring the venue is well maintained

### 2.4.2 Services Required

The following services will be required, in no particular order:

- Business planning
- Financial management
- Customer service focus
- Asset and maintenance management including all cleaning services
- Resource management
- Research and development – including identifying business development opportunities
- Marketing and promotions
- Development of fees and charges

- Provision of traineeships
- Occupational, health and safety management
- Provision of equipment for activities
- Provision of fitness, recreational and other related instruction services
- Monthly reporting on performance against agreed KPIs, including financial statements.

The above services may be provided as a whole package or as a joint bid consortium, details of any joint consortium must be fully described in the Tenderers methodology.

### 2.4.3 Specific Services Required

The following specific services will be required of the successful Contractor:

- Operating times to generally be as described in Part 4.4.1
- Provide a range of customer and client services to broad cross section of groups and individuals within the community including:
  - Active and passive sport, recreational and social programs/activities
  - Youth programs and services
  - Seniors programs and services
  - Programs and services that cater for those with special needs
- Operation of the crèche - including all licences and management
- Providing access to facilities to other areas within the Town during school holiday periods.
- Marketing and promotion of the Centre
- Enable ease of access to the facilities for community use e.g. film nights, functions, meetings etc.
- Maintain grounds and rubbish removal within the immediate proximity to the Recreation Centre, namely along the entrance path to the centre and along the front of the Centre.

## 2.5 Plant Facilities and Equipment

### 2.5.1 Main Facilities

The following facilities are in situ at the Narrogin Regional Recreation Centre:

- Three multi-purpose sports courts.
- Two Outdoor Netball Courts.
- Synthetic Hockey Pitch and clubrooms.
- An equipped health and fitness room / gymnasium
- John Higgins Community Centre includes a major function / multipurpose room with commercial grade kitchen and servery areas including a bar
- Wet side and Dry Side Change rooms
- First Aid Room
- Staff Toilets
- A child care/crèche facility with fenced outdoor play area
- A cafeteria/cafe
- An administration/reception area
- Office Space Provision to several external agencies.



### 2.5.2 Provided as Part of the Building

The following are provided as part of the building at the Town of Narrogin Recreation Centre:

- Services including cabling
- Security System (1 alarm, CCTV internal and external cameras)
- Basic signage
- Central PA system (and music system)
- Office Furniture
- Courts:
  - Line marking
  - Backboards and hoops
  - Built in seating
  - Stage Hall
  - Umpire/Scorers Room
- Lighting
- Sound system
- Curtains
- Tables and chairs
- Coffee and Water Machine
- Additional Items to be advised

### 2.5.3 To be Provided by the Successful Tenderer

- Crèche equipment
- Miscellaneous stadium equipment (basketballs, volleyballs, etc.)
- Aerobics equipment including mobile sound systems etc.
- Other equipment for hire
- Office equipment excluding personal computers, server (a fixed telephony system - which will be provided by the Town).
- Specific signage and notice boards



## 2.6 How to Address the Selection Criteria

This section describes in detail the Selection Criteria the Town of Narrogin has developed for prospective Tenderers to respond to making their offer.

### 2.6.1 Compliance Criteria

The following Criteria need to be responded to with a yes/no only. These criteria are not scored.

Description of Compliance Criteria		
(a)	Compliance with the Specification contained in the Request.	Yes / No
(b)	Compliance with the Conditions of Tendering this Request.	Yes / No
(c)	The Quality Assurance requirement for this Request is AS / NZS ISO 9000. Your organisation complies with this requirement.	Yes / No
(d)	Compliance with the Commencement Date.	Yes / No
(e)	Compliance with and completion of the Price Schedule.	Yes / No

## TABLE OF CONTENTS

<b>1. PRINCIPAL'S REQUEST</b>	<b>3</b>
1.1 CONTRACT REQUIREMENTS IN BRIEF	3
1.2 TENDER DOCUMENTS	3
1.3 DEFINITIONS	3
1.4 HOW TO PREPARE YOUR TENDER	4
1.5 CONTACT PERSONS	4
1.6 EVALUATION PROCESS	4
1.7 SELECTION CRITERIA	4
1.8 PRICE BASIS	5
1.9 CONDITIONS OF TENDERING	5
<b>2. SPECIFICATION AND SPECIAL CONDITIONS OF CONTRACT</b>	<b>8</b>
2.1 SPECIFICATION	8
2.2 SPECIAL CONDITIONS OF CONTRACT	ERROR! BOOKMARK NOT DEFINED.1
<b>3. TENDERER'S OFFER</b>	<b>20</b>
3.1 OFFER FORM	20
3.2 GENERAL AND CORPORATE INFORMATION	21
3.3 RESPONSE TO SELECTION CRITERIA	22
3.4 PRICE INFORMATION	24
3.5 Price Schedule Break Down	25
3.6 Fee Schedule	27

### 3 TENDERER'S OFFER

#### 3.1 OFFER FORM

*The Chief Executive Officer  
Town of Narrogin  
89 Earl St Narrogin WA 6312*

I/We

**(BLOCK  
LETTERS):** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

ABN/GST Status \_\_\_\_\_

ACN (if any) \_\_\_\_\_

Telephone No: \_\_\_\_\_ Facsimile No: \_\_\_\_\_

E-mail (if any): \_\_\_\_\_

In response to RFT TENDER 1 – 13/14 Contract Management of the Narrogin Regional Leisure Centre.

I/We agree that I am/We are bound by, and will comply with this Request and its associated schedules, attachments, all in accordance with the Conditions of Tendering contained in this Request signed and completed.

The tendered price is valid up to sixty (60) calendar days from the date of the tender closing or forty-five (45) working days from the Council's resolution for determining the Tender whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

I/We agree that there shall be no cost payable by the Principal towards the preparation or submission of this Tender irrespective of its outcome.

The tendered consideration is as provided under the schedule of rates of prices in the prescribed format and submitted with this Tender.

Dated this: \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Signature of authorised signatory of Tenderer: \_\_\_\_\_

Name of authorised signatory (BLOCK LETTERS): \_\_\_\_\_

Position: \_\_\_\_\_

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

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

Name of witness: (BLOCK LETTERS): \_\_\_\_\_

Position: \_\_\_\_\_

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

### 3.2 GENERAL AND CORPORATE INFORMATION

#### 3.2.1 Sub-contractors

Do you intend to subcontract any of the Requirements?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If Yes, attach details of the subcontractor(s) including the name, address, location of premise and the number of people employed and label it "Attachment 1".	<b>Attachment 1</b> <input type="checkbox"/> Tick ✓ if attached

#### 3.2.2 Conflicts of interest

Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or is any such conflict of interest likely to arise during the Contract?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If Yes, please supply in an attachment details of any actual or potential conflict of interest and the way in which any conflict will be dealt with and label it "Attachment 2".	<b>Attachment 2</b> <input type="checkbox"/> Tick ✓ if attached

#### 3.2.3 Financial position

Are you presently able to pay all your debts in full as and when they fall due?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Are you currently engaged in litigation as a result of which you may be liable for \$100,000 or more?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If you are awarded the Contract, will you be able to fulfil the Requirements from your own resources or from resources readily available to you and remain able to pay all of your debts in full as and when they fall due?	Yes <input type="checkbox"/> No <input type="checkbox"/>
In order to demonstrate your financial ability to undertake this contract, in an attachment labelled "Financial Position" include a profit and loss statement and the latest financial return for you and each of the other proposed contracting entities, together with a list of financial referees from your bank and/or accountant.	<b>Attachment 3</b> <input type="checkbox"/> Tick ✓ if attached
The Tenderer acknowledges the Client's right to research and examine the financial viability of Respondents, including obtaining a report from a credit rating agency.	Yes <input type="checkbox"/> No <input type="checkbox"/>

## 3.2.4 Quality Assurance

Does your organisation have any quality assurance or Quality assurance systems?	Yes / No
If you propose to subcontract, does your subcontractor have a "third party" quality management system in place?	Yes / No
Details of your quality assurance position and where relevant of your supplier's or subcontractor's position, in an attachment labelled " <b>Quality Assurance</b> ".	Tick if attached

## 3.2.5 Insurance Coverage

The insurance requirements for this Request are stipulated in the Special Conditions. Tenderers are to supply evidence of their insurance coverage in a format as outlined below or in an attachment labelled " <b>Insurance Coverage</b> ". A copy of the Certificate of Currency is to be provided to the Town of Narrogin within 7 days of acceptance.			"Insurance Coverage"	Tick if attached
Type	Insurer Broker	Policy Number	Value (\$)	Expiry Date
Products Liability				
Public Liability				
Workers Compensation or Personal Accident Insurance Cover				
Professional Indemnity Insurance				

## 3.2.6 Non Conformance

The Tenderer acknowledges that the Client at its absolute discretion may exclude from consideration any submission.	Yes / No
---	----------

**3.2.7 Scope of Services**

<p>The Tenderer confirms that it has carefully reviewed and fully understands and will comply with the full requirements of the Scope of Services that the Client requires to be delivered.</p>	Yes / No
---	----------

**3.2.8 Key Personnel**

<p>The Respondent confirms that all of its key personnel nominated in its RFT to complete the scope of services will remain available for the duration of the project unless written permission is applied for and granted from the Client.</p>	Yes / No
---	----------

**3.3 RESPONSE TO SELECTION CRITERIA**

**3.3.1 Compliance Criteria**

<p>Have you complied with the Specification contained in this Request?</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<p>Have you complied with the Conditions of Tendering contained in this Request?</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<p>Have you complied with and completed the price schedule?</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<p>If companies are involved, attach their current ASC company extracts search including latest annual return and label it "<b>ASC Company Extracts</b>".</p>	Tick if attached <input type="checkbox"/>
<p>Attach details of your referees, and label it "<b>Referees</b>". You should give examples of work provided for your referees where possible.</p>	Tick if attached <input type="checkbox"/>
<p>Are you acting as an agent for another party? If Yes, attach details (including name and address) of your principal and label it "<b>Agents</b>".</p>	Tick if attached <input type="checkbox"/>
<p>Are you acting as a trustee of a trust? If Yes, in an attachment labelled "<b>Trusts</b>":</p>	Tick if attached <input type="checkbox"/>

**3.5 PRICE SCHEDULE BREAK DOWN – TENDERERS MUST PROVIDE  
THEIR YEAR ONE BUDGET BREAK DOWN IN THE FOLLOWING  
FORMAT**

(Additional break down of items is allowed to provide more detail)

INCOME	VALUE
Cafe Vending Income	
Crach Income	
Rental of Rooms	
Group Fitness Income	
Gym Income	
Stadium Entry Fee	
Hockey Income	
Squash Income	
Netball Income	
Basketball Income	
Swimming Lesson Income	
Swimming Pool Income	
<b>TOTAL INCOME</b>	<b>\$</b>
EXPENSES	VALUE
Cafe Expense	
Crache Expense	
Health and Fitness Wages	
Gymnasium Wages	
Insurances Expenses	
Marketing Expense	
Sports Camp Expenses	
Term Programs Expenses	
Swimming Lessons Expense	
<b>Administration Expenses</b>	
Charges (Bank and Cash Expenses)	
Phone and Internet, Web Hosting and associated costs	
Postage	
Printing/Stationary	
Subscriptions and Licenses	
Staff Training	
Uniforms	
Management Fee if any	
<b>Operations Expense</b>	
Maintenance	
Security	
Wash	
Cleaning Wages	
Cleaning Consumables/Sanitaton	
Pool Chemicals	
Gardening	
First Aid and Safety	
Equipment Lease	
Minor Equipment Purchases	



**PART 3** **COMPLETE AND RETURN THIS PART**

CONTINUED OVER PAGE	
Life Guard Wages	
Pool Coordinator Wage	
Management Wage	
Admin Officer Wage	
Total Expenses	\$
Nett Operating Result	\$

**Please note that the Town of Narrogin may wish to continue paying directly for the Utilities of the Centre.**



**3.6 FEE SCHEDULE - TENDERERS MUST PROVIDE THEIR PROPOSED  
SCHEDULE OF FEES AND CHARGES FOR THE SERVICES AT THE  
LEISURE CENTRE. - PLEASE ATTACH**

## 1 PRINCIPAL'S REQUEST

### 1.1 CONTRACT REQUIREMENTS IN BRIEF

This Request for Tender is for the Contract Management of the Narrogin Regional Leisure Centre

A full statement of the services required under the proposed contract appears in the Specification of Works document.

### 1.2 TENDER DOCUMENTS

This Request for Tender is comprised of the following parts:

- (a) Part 1-Principal's Request (read and keep this part);
- (b) Part 2-Specification and Special Conditions of Contract (read and keep this part); and
- (c) Part 3-Tenderer's Offer (complete and return this part).

### 1.3 DEFINITIONS

Below is a summary of some of the important defined terms used in this Request:

<b>Attachments:</b>	The documents you attach as part of your Tender;
<b>Deadline:</b>	The deadline for lodgement of your Tender;
<b>General Conditions of Contract:</b>	Means the General Conditions of Contract nominated in clause 1.9.9;
<b>Offer:</b>	Your offer to be selected to supply the Requirements;
<b>Principal:</b>	<i>The Town of Narrogin</i>
<b>Request:</b>	This document;
<b>Requirements:</b>	The goods requested by the Local Government;
<b>Selection Criteria:</b>	The criteria used by the Local Government in evaluating your Tender;
<b>Special Conditions:</b>	The additional contractual terms;
<b>Specification:</b>	The statement of Requirements that the Local Government request you to provide if selected.
<b>Tender:</b>	Your completed Offer form, response to the Selection Criteria and Attachments;
<b>Tenderer:</b>	Someone who has or intends to submit an Offer to the Local Government.

## 1.4 HOW TO PREPARE YOUR TENDER

- (a) Carefully read all parts of this document.
- (b) Ensure you understand the Requirements (see clause 2.1).
- (c) Complete the Offer (Part 3) in all respects and attach all your Attachments.
- (d) Make sure you have signed the Offer form and responded to all of the Selection Criteria.
- (e) Lodge your Tender before the Deadline.

## 1.5 CONTACT PERSONS

Tenderers should not rely on any information provided by any person(s) other than those listed below:

Name: Mr Aaron Cook (CEO)  
Telephone: 9881 1944  
Facsimile: 9881 3092  
E-mail :[ceo@narrogin.wa.gov.au](mailto:ceo@narrogin.wa.gov.au)

## 1.6 EVALUATION PROCESS

This is a Request for Tender (RFT).

Your Tender will be evaluated using information provided in your Tender.

The following evaluation methodology will be used in respect of this Request:

- (a) tenders are checked for completeness and compliance. Tenders that do not contain all information requested (eg completed Offer form and Attachments) may be excluded from evaluation.
- (b) tenders are assessed against the Selection Criteria. Contract costs are evaluated, eg tendered prices and other relevant whole-of life costs are considered.
- (c) the most suitable Tenderers may be short-listed and may also be required to clarify the Tender, make a presentation, demonstrate the product/solution offered and/or open premises for inspection. Referees may also be contacted prior to the selection of the successful Tenderer.

A contract may then be awarded to the Tenderer, whose Tender is considered the most advantageous tender to the Principal.

## 1.7 SELECTION CRITERIA

The Principal has adopted a best value for money approach to this Tender.

The Contract will be awarded to a sole Tenderer who best demonstrates the ability to provide a quality management and program services at a competitive price. The tenders will be assessed with the price and compliance criteria as set out in **Section 3.3** to determine the most advantageous outcome to the Principal.

This means that, although price is considered, the Tender containing the lowest price will not necessarily be accepted, nor will the Tender ranked the highest on the qualitative criteria.

The compliance criteria in **Section 3.3.1** will not be point scored. Each Tender will be assessed on a Yes/No basis as to whether the criteria is satisfactorily met. An assessment of "No" against any criterion may eliminate the Tender from consideration.

The tendered price will be considered along with related factors affecting the total cost to the Principal. Eg the lifetime operating costs of goods or the Principal's contract management costs may also be considered in assessing the best value for money outcome, as will service commitment.

Selection Criteria will be on the following basis:

Service Provision	25%
Financial Management	15%
Organisation Capacity and HR Management	20%
Performance Management	15%
Customer Service	15%
Price	10%

## 1.8 PRICE BASIS

All prices for goods offered under this Request shall be fixed for the tender validity period as set out in **Section 1.9.8** and upon tender acceptance shall remain fixed. No price increase shall apply for cost escalation howsoever arising prior to the goods/services being delivered.

**Tendered prices must include Goods and Services Tax (GST).**

Unless otherwise indicated prices tendered shall include delivery and licensing and all applicable levies, duties, taxes and charges. Any charge not stated in the Tender as being additional, will not be allowed as a charge for any transaction under any resultant Contract.

## 1.9 CONDITIONS OF TENDERING

### 1.9.1 Delivery Method

Tenders may be:

- (a) delivered by hand to 89 Earl St Narrogin WA 6312 (by the Tenderer or the Tenderer's private agent) or;
- (b) sent through the mail to the Chief Executive Officer Town of Narrogin, 89 Earl St Narrogin, WA 6312
- (c) sent by email to the Chief Executive Officer [ceo@narrogin.wa.gov.au](mailto:ceo@narrogin.wa.gov.au) however the original tender document must be received within three working days of the closing date.
- (d) sent by facsimile to the Chief Executive Officer on (08) 9881 3092. Tenderers must phone the Chief Executive Officer on (08) 9881 1944 to advise that a tender is being sent by facsimile prior to transmission, however the original tender document must be received within three working days of the closing date.

### 1.9.2 Lodgement of Tenders

The Tender must be lodged by the Deadline. The Deadline for this Request is

**FRIDAY 11<sup>th</sup> April 2014 at 12:00 noon**

The Tender must be:

- (a) placed in a sealed envelope;



- (b) clearly endorsed with the tender number and titled as shown on the front cover of this Request and marked TENDER - PRIVATE AND CONFIDENTIAL – ATTENTION CHIEF EXECUTVE OFFICER;

Tenderers must ensure that they have provided one signed copy of their Tender. Any brochures or pamphlets must be attached to that tender.

All pages must be numbered consecutively and the Tender must include an index.

### 1.9.3 Rejection of Tenders

A Tender shall be rejected without consideration of its merits in the event that it is not submitted before the Deadline and at the place specified in the Request and may be rejected if it fails to comply with any other requirements of the Request.

### 1.9.4 Late Tenders

Tenders received after **12:00 noon on FRIDAY 11 April 2014** will not be accepted for evaluation.

### 1.9.5 Acceptance of Tenders

Unless otherwise stated in this Request, Tenders may be for all or part of the Requirements and may be accepted by the Principal either wholly or in part. **The Principal is not bound to accept the lowest Tender and may reject any or all Tenders submitted.**

### 1.9.6 Disclosure of Contract Information

Documents and other information relevant to the contract may be disclosed when required by law under the *Freedom of Information Act 1992* or under a Court order.

All Tenderers will be given particulars of the successful Tenderer(s) or advising that no Tender was accepted.

### 1.9.7 Alternative Tenders

**All Alternative Tenders shall be accompanied by a conforming Tender.**

Tenders submitted as Alternative Tenders or made subject to conditions other than the General and Special Conditions of Contract shall in all cases arising be clearly marked "**ALTERNATIVE TENDER**".

The Principal may in its absolute discretion reject any Alternative Tender as invalid.

Any printed "General Conditions of Contract" shown on the reverse of a Tenderer's letter or quotation form will not be binding on the Principal in the event of a Contract being awarded unless the Tender is marked as an Alternative Tender.

### 1.9.8 Tender Validity Period

All Tenders shall remain valid and open for acceptance for a minimum period of three (3) months from the Deadline or forty-five (45) working days from the Council's resolution for determining the Tender whichever is the later, unless extended on mutual agreement between the Principal and the Tenderer in writing.

### 1.9.9 General Conditions of Contract

Tenders shall be deemed to have been made on the basis of and to incorporate the Local Government Purchasing and Tender Guide General Conditions of Contract for the Provision of General Services (September 2011). A copy is available from the Town if required by tenderers.

#### 1.9.10 Precedence of Documents

In the event of there being any conflict or inconsistency between the terms and conditions in this Request and those in the General Conditions of Contract, the terms and conditions appearing in this Request shall have precedence.

#### 1.9.11 Tenderers to Inform themselves

Tenderers shall be deemed to have:

- (a) examined the Request and any other information available in writing to Tenderers for the purpose of Tendering;
- (b) examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquiries;
- (c) satisfied themselves as to the correctness and sufficiency of their Tenders including Tendered prices which shall be deemed to cover the cost of complying with all the Conditions of Tendering and of all matters and things necessary for the due and proper performance and completion of the work described therein; and
- (d) acknowledged that the Principal may enter into negotiations with a chosen Tenderer. Negotiations shall be carried out in good faith.
- (e) inspected the Narrogin Regional Leisure Centre and all of its facilities and requirements to manage and facilitate the operations.

The Tenderer shall not alter or add to the Request documents unless required by these Conditions of Tendering.

The Principal shall issue an addendum to all Tenderers where matters of significance make it necessary to amend the issued Request documents before the Deadline.

#### 1.9.12 Alterations

The Tenderer shall not alter or add to the Request documents unless required by these Conditions of Tendering.

The Principal shall issue an addendum to all Tenderers where matters of significance make it necessary to amend the issued Request documents before the Deadline.

#### 1.9.13 Risk Assessment

The Principal may have access to and give consideration to:

- (a) any credit rating agency; and
- (b) any information produced by the Bank, financial institution, or accountant of a Tenderer;

so as to assess that Tender and may consider such materials as tools in the Tender assessment process.

#### 1.9.14 Ownership of Tenders

All documents, materials, articles and information submitted by the Tenderer as part of or in support of a Tender shall become upon submission the absolute property of the Principal and will not be returned to the Tenderer at the conclusion of the Tender process PROVIDED that the Tenderer shall be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

#### 1.9.15 Canvassing of Councillors

If a Tenderer, whether personally or by an agent, canvasses any of the Principal's employees, commissioners or councillors (as the case may be) with a view to influencing the acceptance of any Tender made by it or any other Tender, then regardless of such canvassing having any influence on the acceptance of such Tender, the Principal may at its discretion omit the Tender from consideration.

#### 1.9.16 Identity of the Tenderer

The identity of the Tenderer and the Contractor is fundamental to the Principal. The Tenderer shall be the person, persons, corporation or corporations named as the **Tenderer in Part 3** and whose execution appears on the Offer Form in Part 3 of this Request. Upon acceptance of the Tender, the Tenderer shall become the Contractor.

#### 1.9.17 Tender Opening

All Tenderers and members of the public may attend or be represented at the opening of Tenders.

All Tenders will be opened in the Committee Room, following the advertised Deadline. No discussions will be entered into between Tenderers' and the Principal's officers present or otherwise, concerning the Tenders submitted.

The Tender opening will be held on **FRIDAY 11 April 2014 at 12:05 at, 89 Earl St, Narrogin WA 6312.**

## 2 SPECIFICATION AND SPECIAL CONDITIONS OF CONTRACT

### 2.1 SPECIFICATION

#### 2.1.1 Contract Purpose

The Town of Narrogin is seeking the services of a professional recreation management group to undertake the delivery of facility management and wet and dry recreation services at the Town's Regional Recreation Centre in Narrogin.

#### 2.1.2 Contract Period

The contract will be awarded as a performance based contract, with agreed Key Performance Indicators to guide performance reviews and assessments.

It is anticipated that the contract/s for the management of the Recreation Centre, will be awarded by the end of April 2014.

It is expected that the Contractor awarded the contract will commence preparation for the agreement immediately following the awarding of the Tender. The contract period will be an initial five years with up to a further five year option.

The successful Tenderer would be required to enter into a contractual arrangement with the Town for a **5 year term**, subject to meeting specified service delivery objectives and achieving agreed performance indicators. Renewal for up to a further **5 year** term may be negotiated subject to performance.

#### 2.1.3 Role of the Town of Narrogin

Town of Narrogin is responsible for the overall policy development and strategic planning for the Town's sport, recreation and leisure facilities, to ensure that programs, activities and services meet users' needs and expectations, and provide a financial return/value for money to the community.

While playing a lead role in the planning and coordination at a local level, the Town also seeks to develop partnerships of shared responsibilities across the community including with other levels of government, voluntary and private sectors.



The Town's priority is to improve settings and opportunities that build participation at a local level to enable residents to engage in healthy, active pursuits.

Specific responsibilities of the Town of Narrogin include:

- Playing a lead role in directing the planning and delivery of services
- Planning, in conjunction with the Contractor, and, at times, financing capital works for the Facilities
- Providing adequate supervision of the Contractor
- Responding efficiently to any issues raised by the Contractor that are integral to the overall management and operation of the Facilities
- Specific maintenance responsibilities under the conditions of this Contract
- Approving fees and charges as proposed by the Contractor
- Advocating and facilitating equitable participation for all people
- Recognising and supporting good governance of the Recreation Centre
- Supporting the promotion of the benefits of participation in healthy activities

#### 2.1.4 Working Relationship Between Council and the Contractor

The Town of Narrogin seeks to establish a close working relationship with the Contractor, based on cooperation, goodwill and regular communication, to ensure the community; Town and the Contractor achieve their goals in a professional and fair manner that represents best value. For the facilities to achieve their full potential, both parties need to be creative and flexible, and seek to continuously improve the delivery of leisure services to the community.

The Town is keen for the facilities to reflect the positioning of its investment in community services, and will seek to ensure the Contractor supports the marketing and promotion of the Town brand and the unique brand of the Centre to achieve a higher degree of community awareness and participation.

#### 2.1.5 The Contractor's Representative

The Contractor must nominate to the Town a representative, whose exclusive role is a dedicated commitment to the outcomes associated with this Contract.

In nominating this person at the commencement of the Contract, the Contractor must understand that the Town has review and veto rights associated with the proposed nomination. Where possible and appropriate, the Town would seek to be involved with the selection of all senior staff positions.

### 2.2 Conditions of the Contract

#### 2.2.1 Minimum Hours of Operation

The Contractor will be required to open the Centre and deliver programs and services for the following hours per day/ week:

- |                     |  |
|---------------------|--|
| • Monday to Friday: | 6:00am to 9:00pm                                       |
| • Saturday:         | 8:00am to 5:00pm (Summer)<br>8:00am to 7:00pm (Winter) |
| • Sunday:           | Closed   |
| • Public Holidays   | Closed   |



## 10.2.258 NARROGIN HOMECARE REQUEST FOR PURCHASING

**Applicant:** Lynne Yorke  
**Location:** Narrogin Homecare Jessie House  
**File Reference:** 12.4.1  
**Disclosure of Interest:** Nil  
**Date:** 25 February 2014  
**Author:** Lynne Yorke Manager Community Care Services

### Summary:

Council is requested to consider the Replacement of the current Utility Mazda BT50 BT50B22P single C/CH 6 m xt 4x2 and the vehicle modifications for the utility and the changeover of the Manager Community Care Services vehicle.

### Background:

Manager Community Care Services applied and was successful for Non-Recurrent funds from the Government of Western Australia, Aged and Continuing Care Directorate to replace the 2007 Ford Ranger XL (4x2) MAN C/CHAS DT4 DIESEL to support Town of Narrogin with the provision of HACC services.

The Town currently has surplus funds available from Community Aged Care Packages grant funding which is held in a specific Reserve Account. These surplus funds can be used for the replacement of assets. If these funds are not expended by the end of the financial year they could result in a reduction of future grant funding. It is recommended that the replacement of the Manager of Community Care vehicle be funded from the surplus grant funding which is currently held in the Aged Care Development Reserve Account.

### Comment:

Three Quotes have been obtained and the funding was granted to purchase the Mazda. The GST exclusive amount of \$17,455 has been approved for the purchase of the Mazda and for the modifications of Canvas seat covers, a heavy steel tray and a tow bar.

Three Quotes will be obtained from different Toyota dealers. But at the time this reported had been prepared, only a quote from the local car dealer has been obtained. The Toyota Altise has the safest option for clients with mobility issues. Due to the minimal lip of the seat and backrest, clients are not required to exert excess energy through bending and leaning forward in order to exit the vehicle. The low foot clearance also allows clients to exit the vehicle without requiring excess bending at the knee joint. This translates to decreased manual handling issues for both the clients and the carers. This car provides ample leg room and comfort, seat height adjustability and includes all the standard safety features.

It is believed by the Author to be a more sustainable practice to replace both vehicles now as this will mean they will have lower km, thus a lower trade-in price and also reduce future ongoing maintenance costs.

**Consultation:**

- Colin Bastow, Director Corporate and Community Services, Town of Narrogin
- Aged and Continuing Care Directorate
- Primary Health Physiotherapy/Occupational Therapy

**Statutory Environment:** Nil

**Policy Implications:** Nil

**Financial Implications:**

The replacement of both vehicles will not have a financial impact on the Town as the Utility replace is funded by an additional grant that the Town has received for this purpose and the Manager of Community Care vehicle will be funded from the Aged Care Development Reserve Account.

Vehicle – Car, Replacement – Utility Mazda BT50BT50B22P single C/CH 6m ex 4x2  
State Minister for Health, Dr Kim Hames, MLA has approved non-recurrent funding of \$17,455 to purchase vehicle with trade of Ford Ranger

Toyota Camry Altise 2014 quoted price \$10,400. The Town will be seeking additional quotes and this price is seen as the highest amount the Town will be required to pay for the replacement of the vehicle.

**Strategic Implications:** Nil

**Voting Requirements:**

Absolute Majority

**Council Resolution 0314.023**

**Moved: Cr Schutz**

**Seconded: Cr McKenzie**

That Council:

Amend the Town's 2013/14 Budget to include the replacement of the Homecare Utility and Manager of Community Care sedan with the following changeover prices:

1. Mazda Utility \$17,455 (Grant Funded),
2. Toyota Altise \$10,400 (Funded from a transfer from the Aged Care Development Reserve Acc

**CARRIED 7/0**

**10.2.259 CONFIDENTIAL – PROPOSAL TO ISSUE PROPERTY SEIZURE AND SALE ORDER**

**File Reference:** A221600  
**Disclosure of Interest:** Nil  
**Applicant:** Nil  
**Previous Item Nos:** Nil  
**Date:** 28 February 2014  
**Author:** Narelle Rowe – Finance Officer (Rates)

This item has been removed due to its confidentiality.

**Consultation:**

- Austral Mercantile
- Mr C Bastow – Director Corporate and Community Services

**Statutory Environment:** Local Government Act

**Policy Implications:** Nil

**Financial Implications:**

Together with a reduction in outstanding rates debtors, Austral Mercantile have advised that all costs associated with this process being in total \$430.50 are included as part of the rate debt and therefore recoverable from the ratepayer.

**Strategic Implications:** Nil

**Voting Requirements:** Simple Majority

**Council Resolution 0314.024**

**Moved: Cr Paternoster**

**Seconded: Cr Kain**

That Council:

Approve the issuing of a 'Property Seizure and Sale Order' against the owner of the property situated at 18 Grant Street, Narrogin, for outstanding rates.

**CARRIED 7/0**

**10.2.260****LIBRARY OPENING HOURS**

**File Reference:** 3.1.1  
**Disclosure of Interest:** Nil  
**Applicant:** Kaye Weaver  
**Previous Item Nos:** Nil  
**Date:** 21/02/2014  
**Author:** Kay Weaver – Manager Library Services

**Attachments:****Summary:**

Council to consider amending its Library opening hours to allow for a more consistent operational time and reduce confusion over different opening hours.

**Background:**

It was traditional for libraries to organise ½ day per week without customers to organise the card catalogue and update information regarding book processing. With the use of electronic systems there is no longer a need for this non-contact time.

**Comment:**

The current library opening hours are difficult for borrowers to remember and work with. New opening hours are being suggested to Council for consideration in order to increase the time library services are available. In order to make sure there is no increase in staff costs for the extra service hours, Library Staff will stagger their working hours to cover the additional opening hours.

<b>Days</b>	<b>Current Opening Hours</b>	<b>Suggested Opening Hours</b>
<b>Monday</b>	<b>10am – 6pm</b>	<b>9am – 5pm</b>
<b>Tuesday</b>	<b>12noon – 5pm</b>	<b>9am – 5pm</b>
<b>Wednesday</b>	<b>10am – 5pm</b>	<b>9am – 5pm</b>
<b>Thursday</b>	<b>10am – 8pm</b>	<b>9am – 9pm</b>
<b>Friday</b>	<b>10am - 5pm</b>	<b>9am – 5pm</b>
<b>Saturday</b>	<b>9am – 12noon</b>	<b>9am – 12noon</b>

It is recommended that the new opening hours be trailed for a three month period.

The town will need to advertise the new opening hours on its website, notice boards and a notice in the local newspaper. If the opening hours are permanently changed then the main library signage will need to be changed.

**Consultation:**

- Colin Bastow – Director Corporate & Community Services

**Statutory Environment:**

The Town should operate its Library with a minimum of 40 hours per week with one night to comply with its service level agreement with the State Government.

**Policy Implications:** Nil

**Financial Implications:**

The additional Library Hours will not incur additional staff wages due to the staggering of the current staff roster.

Signage changes \$500.

**Strategic Implications:**

Increase in customer service

**Voting Requirements:**

Simple Majority

**Council Resolution 0314.025**

**Moved: Cr Schutz**

**Seconded: Cr McKenzie**

That Council:

Approve an amendment to the Narrogin Library's opening hours from Monday 7 April 2014 as follows:

<b>Days</b>	<b>Opening Hours</b>
<b>Monday</b>	<b>9am – 5pm</b>
<b>Tuesday</b>	<b>9am – 5pm</b>
<b>Wednesday</b>	<b>9am – 5pm</b>
<b>Thursday</b>	<b>9am – 9pm</b>
<b>Friday</b>	<b>9am – 5pm</b>
<b>Saturday</b>	<b>9am – 12noon</b>

For a three (3) month trial period and subject to no increase in Salary and Wages costs associated with the increase in opening hours for Library Staff.

**CARRIED 7/0**

## 10.2.261

## LIBRARY FINE AMNESTY

**File Reference:** 3.1.1  
**Disclosure of Interest:** Nil  
**Applicant:** Kay Weaver  
**Previous Item Nos:** Nil  
**Date:** 21/02/2014  
**Author:** Kay Weaver – Manager Library Service

### **Attachments:**

### **Summary:**

Council consider a fine amnesty within the library service until the end of May 2014 to allow time for the discard, reorganisation and stock take within the library before implementing a better penalty system for the future.

### **Background:**

Currently staff is inclined to remove small fines from the borrower record rather than cause friction by insisting on small payments of twenty cents a day. This causes inconsistencies with the penalty structure where one person may have to pay and another may not.

### **Comment:**

The existing fines and penalties system causes a lot of friction with the library users while actually not covering the staff costs to process the money. The library would like to organise a fine amnesty for the library until the end of May 2014. During this period of time (closely related to the time frame of the current discard and reorganisation process within the library) the Author will review and recommend a better procedure/policy for fines and penalties that have a meaningful impact on overdue loans, while not causing irritation to those regular borrowers who may just be a few days late with an item.

Fines and penalties can be decreased by the addition of courtesy emails and SMS messages alerting borrowers to impending overdue. These are positive methods that decrease overdue and losses while not causing the same amount of negative feedback as fines.

**Consultation:** Nil

### **Statutory Environment:**

Local Government Act 1995

**Policy Implications:** Nil

### **Financial Implications:**

Small loss in revenue until the end of May 2014.

### **Strategic Implications:**

Increase in customer service

**Voting Requirements:**

Absolute Majority

**Council Resolution 0314.026**

**Moved: Cr Ward**

**Seconded: Cr McKenzie**

That Council:

Approve a library fine amnesty for overdue and outstanding books until the 31 May 2014.

**CARRIED 7/0**

**11. ELECTED MEMBER'S 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**

The Mayor closed the meeting at 8:37pm