



**CHIEF EXECUTIVE OFFICER ATTACHMENTS
ORDINARY MEETING OF COUNCIL
WEDNESDAY 18 MARCH 2020**

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Northern Valleys HOME & PROPERTY

HKY opens new Bullsbrook office

The new office of HKY Real Estate sales consultant Kim Johnson was officially opened on January 23 with a community open day.

Located at Unit 3, 2543 Great Northern Highway, Bullsbrook (between Bendigo Bank and the Red Roof Hotel), the new office provides an ideal base for Kim, who covers all areas in the 6084 postcode. She specialises in equine and hobby farm, but can assist over all areas of real estate sales.

"Our motto was having a local, community-based office," said Kim.

"Good numbers came to celebrate with past and present local clients. All enjoyed the free sausage sizzle and coffee!"

"The joeys, Millie and Rusy, and facepainter were a huge hit with the kiddies."

You can contact Kim on 0407 089 880, follow her Facebook page @KimJohnsonSellingintheValley or pop in to the new office and say hello!



Penny Schouten, Sales Consultant, David Holland, Licensee/Director and Kim Johnson Sales Consultant.



Ella Wilschefska



Emma Beaman and Ava Beaman



Face painter Jess Batten working magic on Amaya Gliddon.



Proposal to dispose of Property

Local Government Act 1995, s3.58(3)

The Shire of Chittering proposes to sell **Lot 7 (RN 131) Muchea East Road, Muchea** to **Alan Barnes** for the following consideration:

- Three hundred and twenty-five thousand dollars (AUD\$325,000).

The market value of the disposition was assessed at AUD\$325,000 on 30 July 2019.

Other relevant details:

- The land is 3.715ha and is zoned "Parks and Recreation".
- The site is adjacent to the Muchea Livestock Centre.
- The site was previously used as a green waste disposal site.

Members of the public are invited to make submissions in relation to the proposal.

Deadline for submissions

4.00pm (WST) on Friday 21 February 2020 and should be addressed to: Chief Executive Officer, Shire of Chittering, PO Box 70, Bindoon WA 6502.

Matthew Gilfellon
Chief Executive Officer



Amendment to Local Planning Policy 7 - Outbuildings

The Shire of Chittering is inviting comments with regard to the amended Local Planning Policy 7 - Outbuildings. Council at its Ordinary Council meeting held on 11 December 2019 endorsed the amended policy for advertising. A copy is available for inspection at the Shire's office.

The policy is also available online at:

<https://www.chittering.wa.gov.au/consultations/>

These amendments will, in summary, remove size limitations on outbuildings; and remove development approval requirements for all outbuildings (outside of Special Control Areas) in the Rural Residential zone.

Pursuant to Local Planning Scheme No. 6 the Policy is advertised for a period of 21 days commencing 7 February 2020. Any person wishing to make a submission on this Policy must do so in writing before 4pm (WST) on Friday 28 February 2020.

Further information is available by contacting Development Services on chatter@chittering.wa.gov.au or telephone (08) 9576 4600

Matthew Gilfellon
Chief Executive Officer

6177 Great Northern Highway, PO Box 70 Bindoon WA 6502
☎ (08) 9576 4600 ✉ chatter@chittering.wa.gov.au

www.chittering.wa.gov.au





From: Communications [REDACTED]
Sent: Wednesday, 19 February 2020 9:02 AM
To: Matthew Gilfellon [REDACTED]
Subject: Local Government House Trust- Deed of Variation

Sent on behalf of WALGA CEO Nick Sloan

19 February 2020

Our Ref: NS/RM

Mr Matthew Gilfellon
Chief Executive Officer
Shire of Chittering

Dear Mr Gilfellon,

Re: Local Government House Trust – Deed of Variation

I am writing to seek your Council's consent by formal resolution to a variation to the Trust Deed for the Local Government House Trust (The Trust).

Shire of Chittering is a unit holder and beneficiary to the Local Government House Trust, holding 2 unit/s as advised in WALGA's recent Quarterly Report Q4 2019.

The Trust's Board of Management is seeking to vary the Trust Deed in order to assist the Trust's income tax exempt status. As stipulated by the Deed, the Trust requires consent of at least 75 per cent of all beneficiaries in order to execute this variation.

As a beneficiary, the Shire of Chittering is requested to consent to the enclosed Deed of Variation supported by a resolution of Council; and to communicate this consent to us in writing. Please note, we are requesting consent for the Trustee to formally execute the attached Deed of Variation – your Local Government is not required to sign the enclosed document.

Further details on the particular Deed Variations and objectives to be achieved by this variation are outlined below.

Background on the Local Government House Trust

The Local Government House Trust ("The Trust") exists primarily to provide building accommodation for the Western Australian Local Government Association. Since January 2014, the Trust has provided WALGA with accommodation at 170 Railway Parade West Leederville.

The current trust deed commenced in 1993 and was amended in 2002 to reflect the merger of the metropolitan and country associations into WALGA. The current Trust Deed pronounces WALGA as Trustee and unit holders as Beneficiaries, with the

Trustee holding property and associated monies “upon Trust” and in proportion to the units provided.

Commencement date of the current deed is 17 February 1993, with a vesting date 79 years from commencement - which means that the Trust ends in 2072.

The Trust is exempt from income tax on the basis of being a State / Territory Body (STB) pursuant to *Division 1AB of the Income Tax Assessment Act 1936*.

Trust Deed Variation

Trust Deed amendments set out in the Deed of Variation are based on legal advice and are intended to assist the Trust’s income tax exempt status by strengthening the position that the Trust is a State / Territory Body (STB).

Legal advice identified that the Trustee’s ability to retire and appoint a new Trustee might affect the Trust’s classification as a State or Territory Body (STB). This view, while based upon highly technical grounds, is a risk nonetheless.

Subsequently the Deed of Variation aims to strengthen the position that the Trust is a STB through the following amendments:

1. removing the existing Trustee’s power to retire and appoint a new Trustee (Clause 2.1 and 2.2 (22.3) of the Deed of Variation)
2. enabling the beneficiaries to appoint and remove a Trustee (Clause 2.2 (22.4) of the Deed of Variation), and
3. ensuring that the Board of Management is the ‘governing body’ of the Trust (Clause 2.3 of the Deed of Variation)

The three proposed amendments when applied to the relevant clauses inserted by the Deed of Variation dated 5 June 2002 will subsequently read as follows (proposed amendments shown in red text):

1. Variation 2.1 amends clause 22.1 to point to additional clause:

22.1 Any Trustee of the Trust may retire as Trustee of the Trust: **The Subject to clause 22.3, the** right to appoint any new or additional trustee or trustees of the Trust is hereby vested in the retiring or continuing trustee. A corporation or incorporated association may be appointed as Trustee of the Trust.

2. Variation 2.2 inserts two new clauses:

22.3 The retiring or continuing trustee shall only be entitled to appoint any new or additional trustee of the Trust with the consent of not less than 75% of the Beneficiaries.

22.4 The Beneficiaries may at any time by Special Resolution:

- (a) remove a Trustee from the office as Trustee of the Trust;**
- and**
- (b) appoint such new or additional Trustee.**

3. Variation 2.3 insert a new clause 13A

13A Delegation to the Board of Management

Unless the Beneficiaries otherwise direct (such direction to be given by not less than 75% of the Beneficiaries), the Trustees shall delegate all of the powers authorities

and discretions contained in subclauses (a) to (x) of clause 12 to the Board of Management. The Trustees shall, at the direction of the Board of Management, do such things as may be necessary to give effect to the exercise of a power, authority or discretion by the Board of Management.

Comment

The first two amendments outlined above remove powers granted to the Trustee in the 2002 Deed Variation resulting from the merger to a single Association representing WA Local Governments. These amendments which previously facilitated the transfer of trusteeship to the then new Western Australian Local Government Association are removed, but with the clarification that any appointment must be with the consent of the beneficiaries.

The final amendment intends to confirm that power rests with the Board of Management. As the Board of Management comprises Local Governments, this satisfies the requirements of a STB for tax purposes. This amendment reflects the actual operation of the Trustee in implementing the decisions of the Board of Management whilst retaining sufficient operational discretion to place and renew investments and pay suppliers.

These amendments provide greater power to beneficiaries through the Board of Management, and as such it is anticipated they will be considered acceptable.

Thank you for your consideration of the above amendments we look forward to receiving formal consent to execute these changes via resolution of Council.

If you have any questions regarding the variations, please email Financial Controller Rick Murray [REDACTED]

Yours sincerely,
Nick

Nick Sloan | Chief Executive Officer | WALGA

[REDACTED]

Our work regularly takes us across the State and as such WALGA would like to acknowledge the many traditional owners of the land on which we work throughout Western Australia. We pay our respects to their Elders, past, present and emerging.

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Attachments

1. Deed of Variation – Copy for information only, this document does not require signing.
2. Clause 12 of Trust Deed 1994. (Excerpt)

DEED OF VARIATION

LOCAL GOVERNMENT HOUSE TRUST



LAW

PERTH

11 Mounts Bay Road, Perth WA 6000

Telephone (08) 9429 2222 Facsimile: (08) 9429 2434

eylawperth@au.ey.com www.ey.com

Our Ref: 4WAL / 2004 7043

THIS DEED dated the _____ day of _____ 2019

BY

WESTERN AUSTRALIAN LOCAL GOVERNMENT ASSOCIATION of Level 1, 170 Railway Parade, West Leederville in the State of Western Australia (the 'Trustee')

RECITALS

- A. By Deed of Trust undated but stamped 12 February 1980 ('Original Trust Deed') made between CHARLES WILSON TUCKEY, LYAL GORDON RICHARDSON, GORDON LAWRENCE KILPATRICK, HARRY STICKLAND and MAXWELL RAY FINLAYSON (the 'Original Trustees') and THE LOCAL GOVERNMENT ASSOCIATION OF WESTERN AUSTRALIA and the COUNTRY SHIRE COUNCILS ASSOCIATION (the 'Retired Trustees') the Original Trustees declared that they would hold the property therein referred to as the Headquarters and the monies therein referred to as the Trust Fund upon trust for the beneficiaries specified in the second schedule to the Original Deed upon the terms and conditions therein contained (the 'Original Trust').
- B. By Deed dated 2 October 1981 made between the Original Trustees and the Retired Trustees the Original Trustees retired and appointed the Retired Trustees as the trustees of the Original Trust in their place.
- C. By Deed dated 4 May 1994 (the 'New Deed') the Retired Trustees (in the New Deed referred to as THE LOCAL GOVERNMENT ASSOCIATION OF WESTERN AUSTRALIA (INC) and THE COUNTRY SHIRE COUNCILS' ASSOCIATION OF WESTERN AUSTRALIA (INC)) agreed that the proceeds from the sale of the Headquarters and the Trust Fund and the income thereof should be from 17 February 1993 held upon the terms and conditions set out in the New Deed (the 'Trust').
- D. By Deed of Variation dated 5 June 2002 the Retired Trustees varied the New Deed (collectively, the 'Trust Deed') to provide for a new Clause 22 which provides that any trustee of the Trust may retire as trustee of the Trust and appoint a new trustee to act as trustee of the Trust and that notwithstanding that the original number of trustees of the Trust was five where a corporation or incorporated association is appointed as trustee of the Trust then it shall not be obligatory to appoint more than one new trustee.
- E. By Deed dated 6 June 2002 made between the Retired Trustees and the Trustee, the Retired Trustees retired and appointed the Trustee as the trustee of the Trust.
- F. Clause 21.1 of the Trust Deed provides that the Trustees may at any time and from time to time (with the consent of not less than 75% of the Beneficiaries) by deed revoke add to or vary the trusts of the Trust Deed or declare (inter alia) any new or other powers, authorities or discretions concerning the management, control or investment of the Trust Fund upon the terms contained therein.
- G. The Trustee wishes to add to and vary the Trust Deed and declare (inter alia) new or other powers, authorities and discretions concerning the management, control or investment of the Trust Fund in accordance with the terms of this Deed.
- H. More than 75% of the Beneficiaries have consented in writing to the variations to the New Deed and the records relating to this consent will be placed with the original of this Deed.

NOW THIS DEED WITNESSES**1. DEFINITIONS AND INTERPRETATION**

In this Deed, unless the context otherwise requires:

- 1.1 a word importing the singular includes the plural and vice versa, and a word of any gender includes other genders;
- 1.2 another grammatical form of a defined word or expression has a corresponding meaning;
- 1.3 a reference to a clause, paragraph, recital, schedule or annexure is to a clause, paragraph or recital of, or schedule or annexure to, this Deed, and a reference to this Deed includes any schedule or annexure;
- 1.4 a reference to a document or instrument includes the document or instrument as varied, novated, altered, supplemented or replaced from time to time;
- 1.5 a reference to a person includes a natural person, the estate of an individual, a partnership, body corporate, the trustee of a trust (in the trustee's capacity as trustee of the trust), association, governmental or local authority or agency or other entity;
- 1.6 a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- 1.7 the meaning of general words is not limited by specific examples introduced by 'including, for example' or similar expressions;
- 1.8 Recitals A to H inclusive form part of and are included in this Deed;
- 1.9 headings are for ease of reference and do not affect interpretation;
- 1.10 'Deed' means this deed;
- 1.11 unless specified otherwise, terms which are defined in the Trust Deed and used in this Deed bear the same meanings in this Deed which are ascribed to them in the Trust Deed; and
- 1.12 in the event of any inconsistency between the provisions of the Trust Deed and the provisions of this Deed, the provisions of this Deed will prevail.

2. OPERATIVE PART

The Trustee in exercise of the power given to the Trustee by clause 21.1 of the Trust Deed and with the consent of more than 75% of the Beneficiaries hereby adds to and varies the Trust Deed and declares (inter alia) the following new or other powers authorities and discretions concerning the management, control or investment of the Trust Fund as follows:

- 2.1 delete the word "The" appearing after the words "Any trustee of the Trust may retire as trustee of the Trust." in the existing clause 22.1 and replace it with the words "Subject to clause 22.3, the";

2.2 insert after clause 22.2 the following:

“22.3 The retiring or continuing trustee shall only be entitled to appoint any new or additional trustee of the Trust with the consent of not less than 75% of the Beneficiaries.

22.4 The Beneficiaries may at any time by Special Resolution:

- (a) remove a Trustee from the office as trustee of the Trust; and
- (b) appoint such new or additional Trustee.

For the purposes of this clause 22.4, “Special Resolution” means a resolution passed or decision made by not less than 75% of the Beneficiaries.”

2.3 insert a new clause 13A as follows:

“13A **DELEGATION TO THE BOARD OF MANAGEMENT**

Unless the Beneficiaries otherwise direct (such direction to be given by not less than 75% of the Beneficiaries), the Trustees shall delegate all of the powers authorities and discretions contained in subclauses (a) to (x) of clause 12 to the Board of Management. The Trustees shall, at the direction of the Board of Management, do such things as may be necessary to give effect to the exercise of a power, authority or discretion by the Board of Management.”

3. **SEVERABILITY**

3.1 If any provision of this Deed is found by a competent authority (including without limitation a Court) to be void or unenforceable, then such finding shall not affect the other provisions of this Deed.

3.2 If making a subsequent amendment to this Deed avoids any invalidity or unenforceability of any provision of this Deed, the parties may elect to make that amendment, which shall be deemed for all purposes to be effective immediately prior to the occurrence of that invalidity or unenforceability.

4. **FURTHER ASSURANCES**

All parties shall make, execute and do all acts, deeds, documents and things and sign all documents which may reasonably be required to give full effect to this Deed, and the Trustee shall bear the costs of observing, performing and complying with this clause.

5. **COSTS**

The Trustee shall bear and pay the costs of and incidental to the preparation, execution and stamping of this Deed.

6. **RATIFICATION AND CONFIRMATION**

In all other respects the terms of the Trust Deed are hereby ratified and confirmed.

7. PROPER LAW

This Deed shall be governed by the laws of the State of Western Australia and the parties submit to the jurisdiction of the Courts of the State of Western Australia.

EXECUTED as a Deed

THE COMMON SEAL of WESTERN)
AUSTRALIAN LOCAL GOVERNMENT)
ASSOCIATION is hereunto affixed in the)
presence of:)

Signature of President

Signature of Chief Executive Officer

Name of President

Name of Chief Executive Officer

demands outgoings debts and liabilities incurred in respect of the Trust Fund.

10.2 The Trustees may subject to any law in force at the time in relation to this Deed so permitting accumulate all or any part of the income arisen or arising during an accounting period and such accumulation shall be dealt with as an accretion to the Trust Fund but so that the Trustees may at any time or times resort to all such accumulations and pay or apply the whole or any part or parts thereof as if they were income of the Trust Fund for the then current accounting period.

10.3 Subject to Clause 10.2 the Trustees may at any time at their discretion pay the whole or part of the income of the Trust Fund for any accounting period to the beneficiaries in proportion to the number of units of which they are respectively registered as holders at the last day of such accounting period.

11.0 ADVANCEMENT OF CAPITAL

The Trustees may at any time and from time to time set aside from the capital of the Trust Fund or raise therefrom any sum or sums of money and pay the same to the beneficiaries in proportion to the number of units in respect of which they are respectively registered at the date of each such payment for their own use and benefit. The payment of any such sum or sums of capital may be made in the same manner and subject to the same provisions as contained in Clause 10.3 in relation to the payment application or setting aside of any income of the Trust Fund.

12.0 POWERS OF INVESTMENT AND MANAGEMENT

The Trustees shall apply and invest the Trust Fund in any of the investments from time to time authorised by law for the investment of trust funds by trustees and in addition to and without limiting the powers authorities and discretions vested in the Trustees by law and notwithstanding the trusts hereinbefore declared shall have the following powers authorities and discretions which may be exercised by the Trustees at any time and from time to time in the

absolute and uncontrolled discretion of the Trustees in carrying out the trusts hereof:

- (a) to invest the Trust Fund and deal with manage transpose and realise the Trust Fund or any part thereof whether real or personal property with such powers in all respects as if the Trustees were the absolute owner thereof;
- (b) to purchase or otherwise acquire any investments for cash or otherwise and upon any terms and conditions and to make any such purchase or acquisition for a sum greater than the amount of the Trust Fund for the time being and to agree to pay for any such investments wholly or in part from any future moneys which may come into the Trustees' hands including dividends profits interest or other income payable in respect of any such investments;
- (c) to sell or otherwise dispose of any real or personal property or interest therein for the time being forming the whole or part of the Trust Fund by public auction tender or private treaty at such price or prices and whether for cash or on terms and generally upon any terms and conditions and to grant options for such sale or disposition as aforesaid;
- (d)
 - (i) to borrow and raise moneys from; or
 - (ii) to secure by mortgage or otherwise howsoever the payment of or obligation to pay money to,

any person (including a beneficiary) upon any terms with or without security or interest;
- (e) to vary or transpose any investments and to vary the terms of or property comprised in any security;
- (f) to hold use purchase construct demolish maintain repair renovate reconstruct develop improve sell transfer convey surrender let lease exchange take and grant options or rights in alienate mortgage charge pledge reconvey release or discharge or otherwise deal with any real or personal

property PROVIDED THAT in the improvement or development of any part of the Trust Fund the Trustees shall not be bound by the limitation contained in Section 30(1)(c) of the Trustees Act and the Trustees shall not be bound to apply to any Court to exceed such limitation;

- (g) to pay out of the Trust Fund or the income thereof all costs charges and expenses of and incidental to the management of the Trust Fund or to the exercise of any power authority or discretion hereby or by law conferred on the Trustees or in carrying out or performing the trusts hereof which the Trustees may at any time incur including all taxes of whatever kind payable in respect of the Trust Fund and costs in any way connected with the preparation and execution of these presents;
- (h) to act as manager or to employ any persons (including a Trustee hereof or a unit holder) contractors managers solicitors accountants clerks workmen employees servants or agents to transact all or any business of whatever nature including the receipt and payment of money and to decide the remuneration to be allowed and paid and to pay all charges and expenses so incurred and to create or arrange any scheme or superannuation retirement benefit or pension for the benefit of any person so employed;
- (i) to partition or agree to the partition of or to subdivide or agree to the subdivision or strata title or agree to the strata-titling of any land or other property which or any interest in which may for the time being be subject to the trusts hereof and to pay any moneys by way of equality of partition;
- (j) to determine whether any real or personal property or any increase or decrease in amount number or value of any property or holdings of property or any profit loss receipt or payments from for or in connection with any real or personal property shall be treated as and credited or debited to capital or to income and generally to determine all matters as to which any doubt difficulty or question

may arise under or in relation to the execution of the trusts and powers of this Deed and every determination of the Trustees in relation to any of the matters aforesaid whether made upon a question formally or actually raised or implied in any of the acts or proceedings of the Trustees in relation to the Trust Fund shall bind all parties interested therein and shall not be objected to or questioned on any ground whatsoever;

- (k) to open accounts with any bank or building society and to operate by and in all usual ways any such accounts;
- (l) to give effectual receipts and discharges for any moneys received by or on behalf of the Trustees or otherwise relating to any of the acts matters and things provided for in these presents;
- (m) to provide and set aside out of the Trust Fund or the income thereof such sum of money as the Trustees shall consider is available or necessary for and to pay or apply the same in or towards the discharge or reduction of any encumbrance debt or other liability for the time being affecting the Trust Fund or any part thereof;
- (n) to let sub-let lease or sub-lease for any period (and including to any beneficiary) and at any rental any real or personal property comprised in the Trust Fund upon any terms conditions or covenants;
- (o) to purchase take on lease sub-lease assignment hire or otherwise acquire any estate or interest in any real or personal property for any price premium rental charge payment fee or other consideration and subject to any terms conditions and covenants;
- (p) to take such action as the Trustees shall think fit for the adequate protection of any part of the Trust Fund and to do all such other things as may be incidental to the exercise of any of the powers authorities and discretions hereby or by law conferred on the Trustees;

- (q) to take and act upon the opinion (given in writing) of a solicitor an attorney at law or counsel practising in any country where the Trust Fund or any part thereof may for the time being be or be proposed to be invested in relation to the interpretation or effect of these presents or any other document or statute or as to the administration of the trusts hereof without being liable to any of the beneficiaries in respect of any act done by the Trustees in accordance with such opinion PROVIDED THAT nothing in this provision shall prohibit or impede the Trustees from applying to any Court if it shall think fit or prohibit any unit holder from so doing;
- (r) to allow any beneficiary to occupy have custody of or use any part of the Trust Fund on any terms or conditions as to inventories repair replacement insurance outgoings or otherwise but the Trustees shall not be liable for any loss or damage which may occur to any such part of the Trust Fund during or by reason of any such occupation custody or use except insofar as such loss or damage shall be occasioned by the conscious and wilful default or neglect of the Trustees;
- (s) to permit any part of the Trust Fund to be held or registered in the name of any nominee of the Trustees and to deposit securities deeds and other documents belonging or related to the Trust Fund with any bank or solicitor;
- (t) in the event of any gift stamp or other duties fees or taxes becoming payable in any part of the world in respect of these presents or the Trust Fund or any part thereof in any circumstances to pay all or any part of such duties fees and taxes out of the Trust Fund notwithstanding that such duties fees or taxes or some part thereof are not or may not be recoverable from the Trust Fund by legal process;
- (u) to receive and accept any real or personal property by gift inter vivos or by Will or under the provisions of any other trust or otherwise from any other person as additions to the Trust Fund and to hold the same upon the trusts herein

set forth and to administer such additions under the provisions hereof;

- (v) at any time and from time to time to ascertain and fix the value of the Trust Fund in accordance with the provisions herein contained and for that purpose to engage such competent valuers or experts as the Trustees may select and the Trustees may cause the value so ascertained and fixed to be entered from time to time in a book kept for that purpose;
- (w) to appoint any date earlier than the Vesting Date to be the Vesting Date;
- (x) during an accounting period to nominate any date not more than 18 months after the date of commencement of the then current accounting period as the last day of that accounting period and thereafter the accounting period shall mean each succeeding 12 month period commencing on the day following such nominated date until the anniversary of such nominated date immediately preceding the Vesting Date and the period thereafter until the Vesting Date.

13.0 DELEGATION OF TRUSTEE POWERS

The Trustees if at any time they are more than one shall act jointly and may delegate the exercise of all or any of the powers authorities or discretions hereby or by law conferred on the Trustees:-

- (a) to the Board of Management constituted by clause 14.0 of this Deed, or
- (b) to any other person or persons,

and execute any power of attorney or other instrument necessary to effectuate such purpose.



Expressions of Interest - Opportunity to Lease “Ferguson House”, BINDOON

The Shire of Chittering is calling for Expressions of Interest from suitable Age Care Providers for the lease of “Ferguson House” which is located at Lot 91 (RN 6138) Great Northern Highway, Bindoon.

Ferguson House is ideally situated in the heart of the Bindoon town site opposite the Chittering Health Centre and adjacent to the proposed “New” St John Ambulance, Bindoon base.

The facility is suited to either a commercial health based, or a community based pursuit, with its open plan living area, disabled access ramps and fully accessible amenities.

Inspection of the building is by appointment only — please contact the Shire’s Building Coordinator (Rick Choules) on 9576 4600 or via buildingcoordinator@chittering.wa.gov.au to arrange a mutually suitable time.

For any further information please contact
Matthew Gilfellow – CEO
9576 4600 or via ceo@chittering.wa.gov.au

Deadline for submissions

4:30pm on Wednesday, 12 February 2020.

Please submit your business plan in writing and addressed to the:

Chief Executive Officer

Shire of Chittering

PO Box 70

BINDOON WA 6502.

History of the Facility

Lot 91 (RN 6138) Great Northern Highway, Bindoon (known as “Ferguson House”) was acquired and renovated between 2009 and December 2011. Through Council funds and successful grant submissions to Lotterywest and the Country Local Government Fund the facility was established as a day respite centre.

The official opening of ‘Ferguson House’ occurred on Wednesday, 7 November 2012. The facility was originally established as an aged day centre and managed by the regional Silver Chain Services until October 2017.

Site plan



Lot 91 (RN 6138) Great Northern
Highway, Bindoon
(known as "Ferguson House")

Open living/ Office reception space

3 x toilets

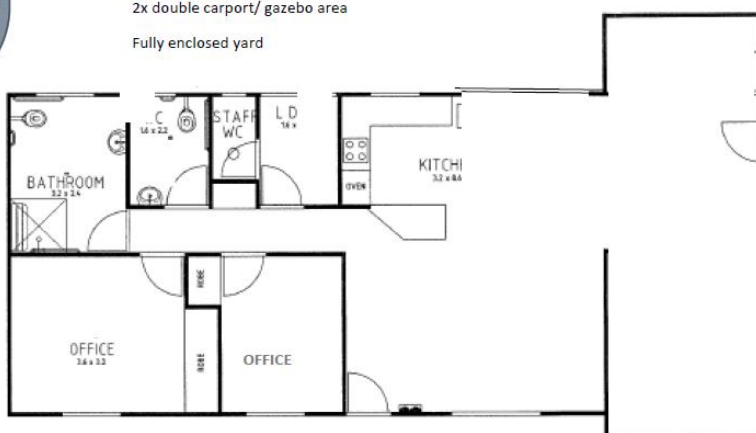
2x disabled access bathrooms (one inclusive of shower facility)

2 x small office space

Fully functional domestic kitchen

2x double carport/ gazebo area

Fully enclosed yard





Chattering Community Complex

www.chittering.wa.gov.au

t: 9576 4600

e: chatter@chittering.wa.gov.au

What's happening now?

The Shire of Chittering, with support from the Australian Governments' Building Better Regions Fund, is delivering to the Chittering community a state of the art community, sport and recreation facilities in Lower Chittering and Muchea.

Council resolved at the March 2020 Ordinary Council Meeting to proceed with the Chittering Community Centre – with variations. The original BBRF Grant and Shire of Chittering contribution was for a Community Centre, Sports Hall and Playing Field at Lower Chittering. The intention now is to build a community centre at Lower Chittering, and a new club and changerooms at Muchea.

To enable this, a grant variation has been submitted to the AusIndustry BBRF Team. Before proceeding, the Grant variation must first be accepted by the BBRF.

The proposed variation will see the completion of two facilities:

1. Lower Chittering

A new Community Centre building. The aim of the Community Center will be to provide a facility in which some shire services can be provided, programs for all ages can be run and most importantly provide a space where community members can connect with each other. Some recreation will be provided but there will be no indoor sports center and a playing field will only be provided if it can be fully funded by external funds.

2. Muchea

A new Club and Changeroom facility to be built adjacent to the existing oval at Muchea. This will encourage greater participation in sports, particularly female and junior participants who are currently put off by the standard of the current change rooms.

The purpose of the project variation is to use the Grant Funding and the Shire of Chittering contribution to benefit the maximum number of rate payers of all ages and genders.

What is proposed for Lower Chittering?

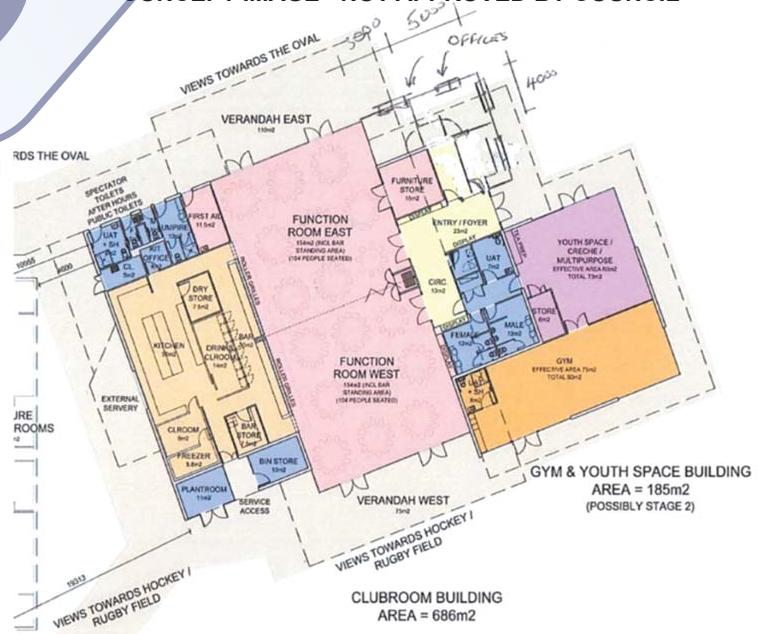
Function Centre / Meeting Room and Gym

The design for the intended use of this building is taken from the example of many rural centres around Australia. This has proven to be a successful formula. In those cases the community centre has become a hub for activities, sport, visiting services and socialising. This will be a family friendly area that will allow friends and family groups to gather and enjoy company in a pleasant relaxed environment. The commercial kitchen and dining area can provide meals and refreshments.

This new facility will retain a recreational focus with the inclusion of the following features:

- Reception /office
- 2 x Shire Offices (amended from originally approved plan)
- Function room for 210 people (as per original approval)
- Commercial kitchen and Bar
- Gym
- Youth Space
- Toilets, Plant & Bin rooms
- First Aid Room
- Umpire room

CONCEPT IMAGE - NOT APPROVED BY COUNCIL



What is proposed for Lower Chittering?

As well as what is listed previously, the features will enable the provision of the following programs and services:

Council Services

Service	Economic / Community	Details
Public consultation	Economic	Office space / meeting room available for local businesses / service providers
Council payments	Economic	All standard payments made at the Administration Centre in Bindoon can be rendered from the remote site, provided card payments
Plans and building permits	Economic	Consultations with relevant shire officers regarding building permits and plans
Ranger services	Community	Ranger services on scheduled days
Library	Community	Internet cafe and limited library. Book returns and loans (if pre-ordered)
Dog / cat registrations	Economic	Local assistance during registration period
Community Development	Community	Community Development services available to the local community on a shared days basis

Community Programmes

Service	Economic / Community	Details
Functions	Economic	Conferences, courses, workshops and celebrations (i.e. weddings, birthdays, etc)
Tourism / Area promotion	Economic	Brochure stand with information on local businesses and services
Gym space	Economic	Lease gym area to external provider
Out of school programme	Economic	Before / after school care, and school holiday programmes
Fitness groups	Economic	Hire of space for external fitness services, i.e. pilates, yoga, dancing, indoor bowls, etc.
Hospitality training	Economic	Hire of kitchen by TAFE or other educational institution to provide hospitality training, operating a 'restaurant' on Friday and Saturday nights. community likely to attend and support their children. Perhaps discount meals for seniors.
NFP or Community meetings / activities	Economic / Community	External NFP service providers meetings and appointments, i.e. health care professionals or local community groups
Library	Community	Internet cafe and limited library. Book returns and loans if pre-ordered. Book exchanges / swaps.
External services / non NFP	Economic / Community	Hire of space available for extension of services currently provided to the Bullsbrook area, and out of Midland and Ellenbrook. Linked to the Bullsbrook Family Support Network.
Shire programmes	Community	Active ageing programme, Stay on Your Feet, Mums and Bubs, youth events, game nights, etc
Food truck, themed events	Community	Organised food truck nights, movie nights, themed nights and markets

Examples of recreational activities

Time	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
6.00am - 8.30am	Out of school care	Out of school care	Out of school care	Out of school care	Out of school care	Pilates / yoga / other fitness classes	Judo / karate
10.00am - 11.00am	Mums & Bubs club	Seniors game day	Active ageing programme / Stay on your feet	External health / community service meetings	Storytime or Rhymetime	Pilates / yoga / other fitness classes	Judo / karate
11.00am - 12.00pm	Storytime or Rhymetime	Seniors game day	Wellness / health programmes	External health / community service meetings	Mothers group	Pilates / yoga / other fitness classes	Judo / karate
12.00pm - 1.00pm	Visiting health service	Seniors lunch (e.g. share plate)	Wellness / health programmes	External health / community service meetings	Mothers group	Pilates / yoga / other fitness classes	Judo / karate
1.00pm - 2.00pm	Visiting health service	Community groups	External health / community service meetings	Indoor bowls	Community groups		
2.00pm - 3.00pm	Seniors yoga / pilates	Community groups	External health / community service meetings	Indoor bowls	Community groups		
3.00pm - 4.00pm	Out of school care	Out of school care	Out of school care	Out of school care	Out of school care		
4.00pm - 5.00pm	Out of school care	Out of school care	Out of school care	Out of school care	Out of school care		
5.00pm - 6.00pm	Out of school care	Out of school care	Out of school care	Out of school care	Out of school care		
6.00pm - 7.00pm	Community meetings	Yoga / pilates	Dancing	Wellness / health programmes	Youth activities		
7.00pm - 8.00pm	Community meetings	Yoga / pilates	Dancing	Wellness / health programmes	Youth activities		

Landscaping

Protection of the environment from discharge of waste and storm water will require the construction of watering areas and nutrient filters. These will be landscaped and walk trails constructed.

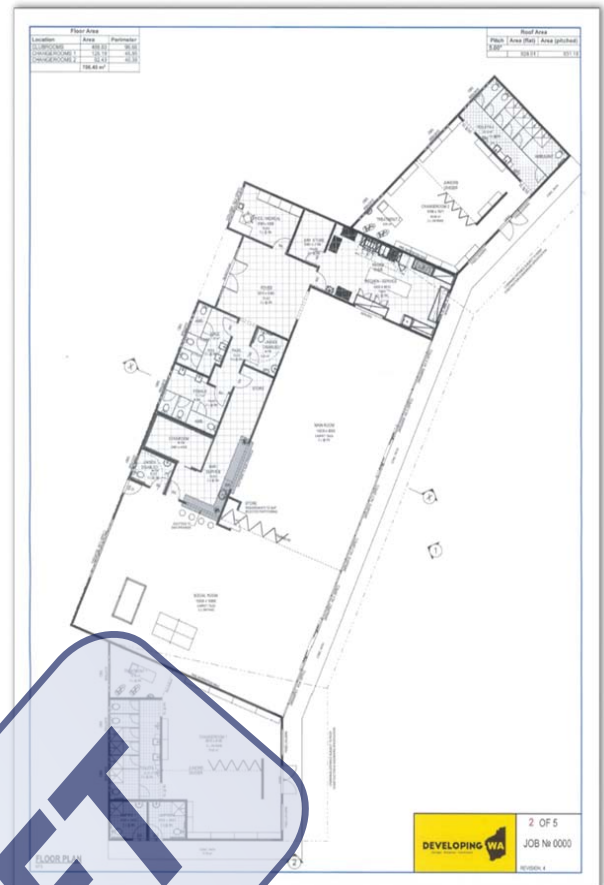
What is proposed for Muchea?

New club and changerooms

The new Muchea Sports Facility will complement the existing function space in the existing Community Hall. The Muchea sports ground has always been well used by local residents including netball, football and cricket players. The use of the ground has recently increased substantially with the advent of women's football and cricket which has put pressure on the existing facilities. The existing changerooms and toilets are inadequate and unsuitable for female sports players. The new sports building will provide modern facilities for those playing sport and their supporters. It will also provide accessible facilities that are not currently available at this site.

The new building will include the following features:

- **Main Function Room**
The main function room has viewing area to the playing field with direct access to the commercial kitchen and bar area. Also included will be accessible toilet facilities, which are currently not available onsite.
- **Social Room**
Adjacent to the Main function room, this space can be utilised for smaller functions or opened up to the larger function space for large scale functions. This space has direct access to the bar area and viewing to the playing field.
- **Home and away changerooms**
The facility will provide changerooms and ablutions for the convenience of both male and female teams. Dividers will be incorporated into the design to enable the changerooms to be opened up (or reduced as required) to accommodate junior or senior teams. Other features include a treatment area, ambulant toilets, showers and general ablutions, along with two umpire changerooms.



CONCEPT IMAGE - NOT APPROVED BY COUNCIL

What are the costs of the two facilities?

Based on current costings, it is expected that the new facilities will be built for \$6.9m, which incorporates a contingency of \$650,000.

The facility in Lower Chittering will cost an est of \$4.1m, i.e. building at \$2.4m and surrounds at \$1.7m. The facility in Muchea will cost an est of \$2.2m, i.e. building at \$1.7m and surrounds at \$500,000.

Being a greenfield site, the surrounds of the Lower Chittering facility do cost more, but included in this, is building environmental protection into the site, something that is not currently at any of the shire's other facilities.

As a comparison, the current Bindoon Hall and Chinkabee Facility have a value of around \$4.56m. Once completed, the Muchea Hall and new Clubrooms will have a combined value of almost \$4m and the Lower Chittering Hall and Chittering Community Centre will have a combined value of \$3.7m.

It is expected that for the two facilities, there would be an increase in operating and maintenance costs of around \$60,924 based on an industry standard of 1.5%. This would seem appropriate when compared to the current operating and maintenance costs of the Bindoon, Muchea and Lower Chittering facilities.

The operating model obviously does change the operating costs, but it is planned to utilise current staff levels to provide additional services from the Chittering Community Complex so there would be minimal additional costs incurred.





The funding of the facilities has been an important consideration for Council as their desire is to see little to no rate increases. Council have investigated how to build the new facilities while keeping rates low and have determined that they can afford this project by using only the natural rates increase that comes from new businesses and houses being built in the area.

The BBRF Funding will contribute around half of the total project cost. A loan of up to \$3.5m will be taken out for the remainder of the facility, but due to other contributions, it is expected that this figure will be closer to \$3m.

If the worst case scenario is used, a \$3.5m loan that is paid off over 20 years would result in repayments of approximately \$233,989.72/year. For the shire, repayments are fixed. In the past 12 months, three developments have been approved which have a total value of \$47m. Although rate calculations do differ depending on the business type, it is likely that these approvals would result in an additional rates of approximately \$235,000/year which would cover the loan repayments.

Over the past few years, there have been an additional 50 new houses constructed in the shire each year. This would result in approximately \$75,000 of additional rates each year. The additional operating and maintenance costs of the new facility will be able to be covered by this natural increase in rates.

Restrictions on project changes

There are two primary restrictions on what can be built with the funding:

1. Funding criteria; and
2. Land use.

Funding criteria

BBRF funding is not given to the shire to be able to spend on what they please. It is a competitive round of funding based on funding guidelines. The funding is currently oversubscribed by a factor of around six to one, so it is not easy to receive the funding. It is expected that projects be 'shovel ready' and significant business cases are required as part of the application, so projects cannot be developed following the awarding of funding.

BBRF Infrastructure Projects Stream: Round 3 supports projects for new infrastructure or the upgrade or extension of existing infrastructure that provide economic and social benefits to regional and remote areas. Demonstrating:

- Economic benefits for a region - may cover increases in economic activity, improvements in productivity, wider access to markets or fairer and more equitable economic outcomes.
- Social benefits for a region - may cover increases in regional amenity, improving community connections and inclusion and providing opportunities for learning and knowledge creation.
- Capacity, capability and resources to deliver the project.
- Impact of grant funding on your project:
 1. the total investment the grant will leverage. This includes additional cash and in-kind contributions
 2. the extent to which the project leverages additional partnerships
 3. the likelihood the project would proceed without the grant

Land use

The current land use for the Chittering Community Complex is recreation, so any development must fit within this land use. In determining whether any development is suitable, Council is to have regard to Clause 67 of the *Planning and Development (Local Planning Schemes) Regulations 2015* – which sets out the general considerations; and the ultimate purpose for the reserve, for example if the reserve is for parks and recreation, then the development must be consistent with this purpose. Some small, non-public purpose uses such as a café, may be allowed, provided that it relies solely on the operation of the greater facility (i.e. an ancillary use).

Why has Muchea been included in the variation?

Council endorsed the Muchea Hall Change Room Redevelopment project at the Ordinary Meeting of Council held on 18 September 2019, with a submission to the Community Sporting and Recreation Facilities Fund (CSRF) Forward Planning Grants through the Department of Local Government, Sport and Cultural Industries for the construction of new Clubrooms and Change Room Facilities at the Muchea Oval.

This application was unsuccessful, so Council has looked at other ways to fund this important need.

The following projects for the Muchea Hall precinct are currently outlined within the Long Term Financial Plan, and Sport & Recreation Plans:

- Change-rooms \$100,000 (\$60,000 grant/contributions),
- Retiulation/Lighting \$150,000 (\$100,000 grant/contributions),
- Gymnasium \$160,000 (\$100,000 grant/contribution),
- resurface Netball Courts (\$40,875 + \$30,000);
- Entrance Sign (\$20,000),
- Hall air-conditioning/CCTV (\$38,500);

However, the development of new Changeroom and Clubroom facility at the Muchea Hall site have not been considered within the existing Integrated Planning processes of the Shire. Recent focus from both the Federal and State Governments and State Sporting Associations on female participation in male dominated sports has seen a rapid increase in membership numbers for both the Chittering Junior Football and Chittering Junior Cricket Club necessitating some consideration to supporting female athletes within existing sporting facilities.

The existing changerooms are insufficient and inadequate and has necessitated a more immediate need to improve the facilities at Muchea Hall.



Frequently asked questions

Why not save up for the project rather than take out a loan?

When building facilities for the long term future of the shire, it is important to consider intergenerational equity. Simply put, if the shire saves up for 100% of the project, then there will be a section of ratepayers whose rates are used to pay for the construction of the facility, but are no longer in a position to use the facility once it is built. It then creates an unfairness on that ratepayer as future generations receive the benefit that they have paid for.

According to the Western Australian Treasury Corporation:

"An LGA with a no-debt policy may regard itself as financially conservative or not wanting to burden its constituents with debt. However, such a policy is not consistent with achieving an appropriate balance in intergenerational equity. As such, it may negatively impact the level of service provided to the current community and/or be associated with significant asset degradation and increasing allocation to maintenance costs."

I'm too old for sports, how can I use the Community Centre?

The idea of building a community centre is that it will be able to provide a number of active ageing programs that will keep you physically and socially active.

Why haven't these funds been injected into the existing Lower Chittering Hall?

An investigation was conducted into upgrading the current hall. Since the hall was built, regulations have changed. The current hall site is a very environmentally sensitive as it is located next to both the Brockman River and Marbling Brook. Under the current sewerage regulations, there could not be a new building on the current site, and the landscape does not allow for the expansion of the site. While the building can remain as it currently is for some time yet, it will not be able to be upgraded or replaced.

Why can't the zoning be changed to allow shops to be built on the land?

The zoning process is long and lengthy. The grant has an end date of 31 December 2021 and the process would not be completed by this time.

Why can't the funding be used for another project, such as aged care?

While aged care is an important focus for the shire, there is not a project sufficiently developed to enable a funding variation and for the project to still be completed within the grant deadline. An aged care project would also be so different from the original grant purpose that it is unlikely a variation would be approved.

Why can't funding be distributed to upgrade all of the current shire facilities?

The grant is competitive funding and certain objectives must be achieved. Upgrading current facilities would not meet the objectives of the grant. A variation would not be approved.



Who is the legal owner of the facilities?

The Shire of Chittering

Will there be further community consultation to finalise concepts for either facility prior to final plans being drawn up?

Yes, prior to final consideration of the two designs there will be information distributed to interested community members.

What about water?

A suitable water supply is available. One production bore and two sampling bores have been completed and tested and all the requirements of the Department of Water and Environment have been met. It is anticipated the water licence and allocation will be issued soon. If no oval is built, the importance of the water supply to the project is minimised.

How are Immaculate Heart College involved?

Immaculate Heart College are no longer involved in the project. Once completed, they will be able to access the facility in the same manner as all other users.

What about Stage 2?

There is currently no plans to build a second stage of the project. However, the design of the project allows for optimum use of the site in the future.

How will estimated revenue be achieved to support the facility?

The Business Case prepared by Lucid Economics provided an operational revenues estimate of \$618,000. This figure includes rental, food and beverage. That estimate was based on a 2016 University of Adelaide paper titled "Operational Benchmarks for Australian Public Recreation Centres". It studied 27 eastern states centres of varying sizes and created models for three different recreation centre sizes. Whilst the facility might potentially be able to reach that revenue level in time, it is not anticipated that this level will occur in the foreseeable future as the study parameters were for centres operating with between 64,000 and 250,000 visits per year and likely included facilities with revenue producing kiosks/cafes, gymnasiums, and programmed activities/events. The Shire sets its fees and charges every year as part of the annual budget.

Will Immaculate Heart College have exclusive day time use of the Lower Chittering facility?

No, they will be required to apply to use the facility in the same manner as all other users.

For more information

Subscribe for project updates by emailing cdc@chittering.wa.gov.au

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Visit the projects page on the Shire's website

