

AGENDA

SPECIAL MEETING OF COUNCIL

To be held on
Tuesday 6 December 2011
6.30 pm
City of Albany Council Chambers

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NOTICE OF A SPECIAL COUNCIL MEETING

His Worship The Mayor and Councillors

The Special Council Meeting of the City of Albany will be held on Tuesday 6 December 2011 in the Council Chambers, North Road, Yakamia commencing at 6.30 pm.

The purpose of the meeting is:

- New Lease-Commercial Cafe and Restaurant (Formerly Calamari's) Reserve 26149, Middleton Beach
- 2. Extraordinary Election-Frederickstown Ward Amendment

F James

Chief Executive Officer

TABLE OF CONTENTS

	Details	Page
1.0	Declaration of Opening and Announcement of Visitors	2
2.0	Opening Prayer	2
3.0	Public Question and Statement Time	2
4.0	Record of Attendance/Apologies/Leave of Absence (Previously Approved)	3
5.0	Declaration of Interest	4
6.0	Items for discussion	
6.1	New Lease-Commercial Cafe and Restaurant (Formerly Calamari's)- Reserve 26149, Middleton Beach	1-10
6.2	Extraordinary Election-Frederickstown Ward Amendment	11-14
7.0	Closure of Meeting	

1.0 DECLARATION OF OPENING AND ANNOUNCEMENT OF VISITORS

ITEM 1.0: RESOLUTION

THAT Council:

SUSPEND Standing Order clause 3.1 to allow recording of proceedings;

2.0 OPENING PRAYER

"Heavenly Father, we thank you for the beauty and peace of this area. Direct and prosper the deliberations of this Council for the advancement of the City and the welfare of its people. Amen."

3.0 PUBLIC QUESTION AND STATEMENT TIME

Council's Standing Orders Local Laws provide that each Ordinary Meeting of the Council shall make available a total allowance of 30 minutes, which may be extended at the discretion of Council, for residents in attendance in the public gallery to address clear and concise questions to His Worship the Mayor on matters relating to the operation and concerns of the municipality.

Such questions should be submitted to the Chief Executive Officer, in writing, no later than **10.00am** on the last working day preceding the meeting (the Chief Executive Officer shall make copies of such questions available to Members) but questions may be submitted without notice.

Each person asking questions or making comments at the Open Forum will be **LIMITED** to a time period of **4 MINUTES** to allow all those wishing to comment an opportunity to do so.

4.0 RECORD OF ATTENDANCE/APOLOGIES/LEAVE OF ABSENCE (PREVIOUSLY APPROVED)

Mayor		D Wellington
Counc	sillors:	
	Breaksea Ward	R Hammond
	Breaksea Ward	V Calleja
	Frederickstown Ward	Vacant
	Frederickstown Ward	G Stocks
	West Ward	J Gregson
	West Ward	D Dufty
	Kalgan Ward	Y Attwell
	Kalgan Ward	C Holden
	Vancouver Ward	D Bostock
	Vancouver Ward	S Bowles
	Yakamia Ward	R Sutton
	Yakamia Ward	A Hortin
Staff:		
	Chief Executive Officer	F James
	Executive Director Planning and	
	Development Services	G Bride
	Acting Executive Director Corporate Services	P Wignall
	Acting Executive Director Community Services	L Hill
	Minutes	J Williamson
Public	Gallery and Media:	

Apologies/Leave of Absence:

5.0 DECLARATION OF INTEREST

[Elected members of Council and staff are asked to use the forms prepared for the purpose, aiding the proceedings of the meeting by notifying the presiding member prior to the conduct of the meeting]

Name	Item Number	Nature of Interest

7.0 CLOSURE OF MEETING

ITEM 7.1: MOTION

THAT Standing Order 3.1 be RESUMED to stop recording of proceedings.

COMMERCIAL IN CONFIDENCE

6.1: NEW LEASE - COMMERCIAL CAFE AND RESTAURANT (FORMERLY CALAMARI'S) - RESERVE 26149, MIDDLETON BEACH

Land Description : Portion of Crown Reserve 26149 and being portion of Lot 651

on Deposited Plan 191343 and the whole of land contained in

Certificate of Title Volume LR3119 Folio 892

Proponent: The Marwick Family Trust

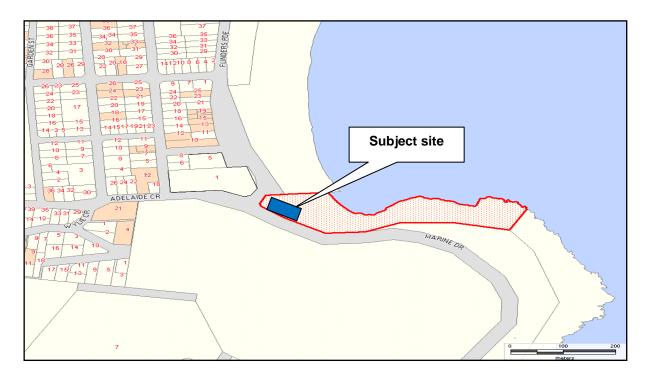
Owner : Crown

Attachment(s) : Expression of Interest document

Copy of Expression of Interest submissions

Responsible Officer : Acting Executive Director Corporate Services (P Wignall)

Maps and Diagrams



IN BRIEF

- New lease to be issued for commercial cafe and restaurant on portion of Crown Reserve 26149, Middleton Beach.
- · Lease term being twenty one years.
- Initial lease rental as determined by current market valuation (currently \$68,000 plus GST per annum).

CEO:			

ITEM 4.3 1 ITEM 4.1

COMMERCIAL IN CONFIDENCE

RECOMMENDATION

ITEM 4.3: RESPONSIBLE OFFICER RECOMMENDATION

THAT COUNCIL APPROVE a new lease to The Marwick Family Trust for the purpose of commercial cafe and restaurant on portion of Crown Reserve 26149 and being portion of Lot 651 on Deposited Plan 191343, Middleton Beach subject to:

- 1. Lease term being twenty one years.
- 2. Lease commencement date being 14 December 2011.
- Initial lease rental as determined by a current market valuation provided by an independent Certified Practicing Valuer (currently valued at \$68,000 plus GST per annum).
- 4. Lease rent reviews being every five years by market valuation with Consumer Price Index applied for intervening years. Next market valuation due 2016 year).
- 5. Lease area being approximately 1174 square metres.
- 6. Pursuant to Section 18 of the *Lands Administration Act 1997*, the Minister for Land's consent is obtained.
- 7. All costs associated with the operations and maintenance of the lease premises (other than structural and electrical wiring maintenance) to be payable by the lessee.
- 8. All costs associated with the development, execution and completion of the Deed of Lease are met by the lessee.
- 9. Lease being consistent with Council Policy Property Management Leases.

BACKGROUND

- 1. Crown Reserve 26149 is under a Management Order H633658 issued to the City of Albany with the power to lease, sub-lease or licence for the purpose of "Recreation" for a term not exceeding twenty one years and subject to the consent of the Minister for Lands.
- 2. The lease premises area of approximately 1174 square metres on portion of Crown Reserve 26149 is located at street address 2 Flinders Parade, Middleton Beach.
- 3. The City of Albany owns the building located within the lease area. The City of Albany is responsible for all structural maintenance including electrical wiring of the lease premises with the Lessee responsible for all other repairs and maintenance.
- 4. In August 1997, the former Town of Albany granted a twenty year lease for the premises at 2 Flinders Parade, Middleton Beach for the purpose of beachside cafe and restaurant. The lease commenced on 1 August 1997 and would have expired on 31 July 2017.
- 5. The lease was assigned from Henry, Corinne and David Flick to Colleen and Jack Woodhams in February 2001 for the remainder of the term. The lease was further assigned to Skatt (WA) Pty Ltd ACN 119 560 913 as Trustee for the MacKenzie Family Trust with Donald and Heather MacKenzie as Guarantors in June 2007 for the remainder of the term till 31 July 2017.

ITEM 4.3 2 ITEM 4.1

COMMERCIAL IN CONFIDENCE

- 6. Since Skatt (WA) Pty Ltd (the Company) assuming the lease in June 2007 the Company has experienced difficulty in meeting its lease commitments.
- 7. Since 2007 the City has been very accommodating in supporting the Company by phasing in commercial lease rental increases and agreeing to variable lease payment arrangements requested by the Company.
- 8. In accommodating the Company, at the Ordinary Council Meeting 20 April 2010 Council agreed to surrender the existing lease and replace with a new twenty one year lease for Skatt (WA) Pty Ltd, as the Company advised it needed a longer lease term to justify capital expenditure on the premises.
- Subsequent to the April OCM resolution, signed acceptance of current lease surrender and new lease conditions was sought from the Company. The Company did not provide this consent to the City. This matter was followed up with the Company with no response received by the City.
- 10. By November 2010, the City became concerned that the Company would not proceed with new lease terms nor pay overdue lease rent and outgoings or agree to a definitive repayment schedule.
- 11. With the Company having been in default under the lease for several months failing to pay rent and outgoings a Notice of Default was issued by the City to Skatt (WA) Pty Ltd and its Guarantors.
- 12. To remedy the Notice of Default and manage the recovery of the outstanding debt of (at this stage) \$10,922.33 a payment plan was finally negotiated and agreed by the parties in January 2011.
- 13. In March 2011, the Company requested a variation from that agreed payment plan. Given the history of the matter, the City, being extremely concerned about the company's capacity to meet its legal and financial obligations, determined the original agreed payment plan should remain in place and that all other lease charges were also to be paid in full when they fall due.
- 14. In August 2011, the Company requested a moratorium on payment of rent until November 2011. While the City gave consideration to the request, given the outstanding debt at the time now totalled \$22,862.70 the City was not prepared to agree to a further variation and declined the request. The Company was advised that all outstanding lease charges were to be paid.
- 15. As outstanding debt remained unpaid on 13 September 2011 a Notice of Default was issued against the Company and its Guarantors for the payment of outstanding debt, plus the City's legal costs of \$880.00, by the deadline of 27 September 2011.

ITEM 4.3 3 **ITEM 4.1**

COMMERCIAL IN CONFIDENCE

- 16. The Company then requested the City's permission to assign the lease to another party. The City advised that as the Company was substantially in default under the terms of the lease, the City would only consider reassignment once all defaults had been remedied.
- 17. On 3 October 2011, City staff met with the Company and a representative of the party seeking the assignment benefit of the lease to discuss the outstanding debt and the assignment. A further seven days was granted to allow the Company and the other party to reach an agreement in relation to the payment to the City of the outstanding debt.
- 18. On 11 October 2011, the City was advised by the representative of the other party that an agreement could not be reached and that any potential involvement of the other party in assisting the Company in settling the outstanding debt would not occur and the debt would not be paid by the deadline.
- 19. On 12 October 2011, the City advised both the Company and the other party seeking the lease reassignment that unless the outstanding debt of (by this stage) \$44,744.57 was received by 10am 13 October 2011, the City would proceed to instruct lawyers to terminate the lease and repossess the premises.
- 20. On 9 November 2011, the City was advised by Sheridans Chartered Accountant that the Company had gone into liquidation.
- 21. On 10 November 2011, the City posted a Notice of Repossession of Leased Premises at the Leased Premises. A copy of the Notice was served on the Company, the Guarantors and the Company Liquidator. The City then assumed possession of the site.
- 22. Advertisements seeking Expressions of Interest to lease the commercial cafe and restaurant were published in the Albany Advertiser on 15 and 17 November, the West Australian on 16 November, the Weekender on 17 November 2011 and on the City's website under Public Notices and Tenders.
- 23. Expression of Interest Offerors were required to address selection criteria and provide general financial and corporate information. Offerors were also asked to provide a general overview of the Offeror's proposed business structure including (but not limited to) operational philosophy, complaints resolution process, marketing concepts, a broad indication of products and services to be provided and the anticipated hours of operation of the cafe and restaurant.
- 24. Submissions were required to be submitted to the City by 5pm on Wednesday 30 November 2011.

ITEM 4.3 4 ITEM 4.1

COMMERCIAL IN CONFIDENCE

DISCUSSION

25. The Expression of Interest evaluation criteria used a weighted attribute method (used routinely by the City for tenders). This methodology scores the evaluation criteria and weights their importance to determine an overall point score for each offer. The criteria used were:

Criteria	% Weight
Experience and skills in successfully	40%
operating a similar business	
Capacity (resources & financial)	30%
Indicative lease terms (including intended use	15%
of the premises)	
Timeline for commencement of operations	15%
TOTAL	100%

- 26. To assist Offerors site visits were made available on Monday 21 November and Wednesday 23 November between 10-11am. Eleven people took up the offer and attended the site visits. Non attendance at the site visit was not mandatory and should not prejudice any Offeror.
- 27. A total of eleven Expression of Interest documents were distributed with three Expressions of Interest submissions being received by 5 pm on 30 November 2011 deadline. There were no "late" Offerors.
- 28. The letter of offer received from Mr Michael Anderson on 24 November 2011 was deemed as non-conforming by the City's Procurement Officer due to its failure to meet all of the requirements of the Expression of Interest documentation. The letter did not form part of the evaluation.
- 29. The remaining two submissions from Nasconed Pty Ltd as Trustee for the Delli-Bendetti Family Trust, the current owner and operator of Nonna's Restaurant and The Marwick Family Trust the current lessee and operator of the Emu Point Cafe.
- 30. The Emu Point Cafe premises is an existing lease with the City of Albany expiring on 14 December 2013.
- 31. The Expression of Interest evaluation panel consisted of the Manager Finance, the Manager Tourism Development and Services, and the Senior Property Officer with final approval of the panel's recommended assessment by the Chief Executive Officer.
- 32. On reviewing Nasconed Pty Ltd submission it was noted that both Items 3.23 Trusts and 3.2.4 Financial Position were marked with "To Be Advised". The Offeror was contacted and given the opportunity to provide the required Financial Statements and Trust information.

ITEM 4.3 5 **ITEM 4.1**

COMMERCIAL IN CONFIDENCE

- 33. The Companies Trading and Profit and Loss Accounts for years 2009 and 2010 were made available for review. It is noted that no Balance Sheet or Financial Referees were provided and that the Company's offer of rent payable was \$37,600 plus GST per annum.
- 34. In further discussions with Mr Michael Delli-Benedetti, Director of Nasconed Pty Ltd regarding the commercial rent for the lease premises it was confirmed by Mr Michael Delli-Benedetti that the Company was not prepared to pay the current commercial rent of \$68,000 plus GST per annum and that the Company's offer of rent of \$37,600 plus GST per annum remains static.
- 35. The following table details the evaluation ratings as scored on the weighted selection criteria and the resulting overall evaluation score applicable to each submission. These scores are based on the submission information provided only.

Offeror	Total Evaluation Score
Mr Michael Anderson	Non-conforming
Nasconed Pty Ltd as trustee for the Delli-	685
Bendetti Family trust	
The Marwick Family Trust	795

- 36. Nasconed Pty Ltd scored highest in experience criteria with The Marwick Family Trust scoring highest over the remaining criteria.
- 37. As part of the due diligence process, three of the Trust financial referees where contacted for comment. They unanimously expressed that they were good operators and paid accounts on time with good credit history. There were no payment of account concerns.
- 38. In addition, the Trust accountant was contacted who advised they were well prepared, had detailed plans with previous experience in operating a food business. The accountant was confident in their ability to operate the lease premises with adequate financial capacity and resources to cover both businesses and future development.
- 39. The evaluation panel concludes that both Offerors have the capacity to undertake the lease for the commercial cafe and restaurant. However given Nasconed Pty Ltd were unwilling to accept the commercial rent and that the The Marwick Family Trust have confirmed their acceptance of the commercial rent, therefore approving the lease to The Marwick Family Trust is recommended.

GOVERNMENT CONSULTATION

- 40. Pursuant to Section 18 (1) of the *Land Administration Act 1997* the Department of Regional Development and Lands has been consulted and in-principle Minister for Land's consent has been provided to the proposed Deed of Lease on portion of Crown Reserve 26149.
- 41. As this lease proposal does not require land works or changes to land title there are no *Native Title Act 1993* and the *Aboriginal Heritage Act 1972* implications.

ITEM 4.3 6 ITEM 4.1

COMMERCIAL IN CONFIDENCE

PUBLIC CONSULTATION / ENGAGEMENT

42. Section 3.58 of the *Local Government Act 1995* requires there to be public notice of the Expression of Interest for lease of commercial cafe and restaurant inviting submissions from the public, for a period of two weeks.

STATUTORY IMPLICATIONS

- 43. Section 18 (1) of the Land Administration Act 1997 states that a person must not, without the prior approval in writing of the Minister assign, sell, transfer or otherwise deal with interests on Crown land.
- 44. As this is Crown land, under Management Order H633658 issued to the City of Albany with the power to lease, sub-lease or licence for the purpose of "Recreation", Minister for Land's consent will be required.
- 45. Section 3.58 of the *Local Government Act 1995* deals with the disposal of property, including leased land and buildings.
- 46. Under the City's Town Planning Scheme 1A, the subject land is reserved as "Parks and Recreation". A commercial cafe and restaurant is an approved use in accordance with the Scheme.

STRATEGIC IMPLICATIONS

47. This item relates to the following elements of the City of Albany Strategic Plan (2011-2021):

Key Focus Area

- Organisational Performance
- Sustainability and Development

Community Priority

- Policy and Procedures
- Tourism Development

Proposed Strategies

- Develop clear processes and policies and ensure consistent, transparent application across the organisation.
- Improve and expand tourism infrastructure and attractions.

POLICY IMPLICATIONS

- 48. Council adopted a Property Management Leases Policy in 2008. This Policy aims to ensure that all requests for leases/licences, for whatever purpose, will be treated in a fair and equitable manner using open and accountable methodology and in line with statutory procedures. The Officer's Recommendation is consistent with Council Policy.
- 49. The Officer's recommendation is consistent with Council Policy.

TEM 4.3 7 ITEM 4.1

COMMERCIAL IN CONFIDENCE

RISK IDENTIFICATION & MITIGATION

Risk	Likelihood	Consequence	Risk Rating	Mitigation
New lease not approved by Council because of dissatisfaction with terms	Unlikely	Major	Medium	Approve lease after collaborating closely with proposed new lessee to ensure mutually agreeable outcomes
Organisational instability of new lessee – service interruption	Unlikely	Severe	High	Approve lease terms to ensure service stability in this tourist precinct
New lease not approved – reputational loss to the City	Unlikely	Severe	High	Approve lease to demonstrate the City's commitment to the tourist precinct and businesses servicing the community
Non-compliance with lease – financial default (assuming lease is approved)	Possible	Major	High	Risk Treatment Plan with strict controls (with elevation to Audit & Finance Committee as required) to manage financial default
Non-compliance with lease – legal and compliance	Possible	Moderate	Medium	Lease conditions adequate to provide City with mechanism to address default

FINANCIAL IMPLICATIONS

- 50. All costs associated with the ongoing operations (inclusive of rent and all outgoings such as rates, insurance, public toilet usage contribution and insurance) of the commercial cafe and restaurant will be borne by the new lessee.
- 51. All costs associated with the development, execution and completion of the new lease documentation including but not limited to legal, advertising, valuation and survey will be borne by the new lessee.
- 52. The lease rental determined by a current market valuation on 24 November 2011 provided by an independent Certified Practicing Valuer is \$68,000 plus GST per annum. A new valuation will be required in 2016.

ITEM 4.3 8 ITEM 4.1

COMMERCIAL IN CONFIDENCE

- 53. The lease rental revenue will be directed to COA 140530 Income Misc Commercial.
- 54. Since the Company has been declared in administration, Council expenditure of approximately \$18,500 (incl GST) has been necessary to prepare the premises for a new lessee, including expenditure on disposal of perishable goods, removing of rubbish, cleaning, and some electrical and fixture maintenance. This expenditure has predominantly resulted from the Company not fulfilling its obligations under Clause 7.5 of the prior lease to "make good" the premises to the same state and condition as at the beginning of the lease.
- 55. All costs incurred by the City to "make good" the lease premises will be added to the City's claim against the company, which currently amounts to approximately \$71,000 (incl GST).

ALTERNATE OPTIONS & LEGAL IMPLICATIONS

- 56. Council has the following options in relation to this item:
 - a. Approve a new lease to The Marwick Family Trust on portion of Crown Reserve 26149 for purpose of a commercial cafe and restaurant.
 - b. Reject the submission and decline the proposed lease.
 - c. Liaise with The Marwick Family Trust and/or other parties for alternate lease arrangement.
- 57. Should Council reject the submission and decline the proposed lease, depending on the reason, Council may:
 - 1. Direct staff to clarify some aspects of the submissions and/or provide further information.
 - 2. Undertake a new Expression of Interest process, with possibly different evaluation criteria.
 - 3. The premises will remain closed until a new lease is approved by Council.

SUMMARY CONCLUSION

4. Given Councils' desire to have the Middleton Beach tourist precinct serviced with a cafe and restaurant as soon as practically possible and preferably before 17 December 2011 (date of Christmas Pageant and Family Concert in the cove) and or the beginning of the tourist season in December, and that the evaluation team assessed as soon as possible concluding The Marwick Family as being the most suitable Offeror under an equitable, transparent process, approving the new lease is recommended.

ITEM 4.3 9 **ITEM 4.1**

SERVICES

COMMERCIAL IN CONFIDENCE

Consulted References	 Council Policy – Property Management – Leases Local Government Act 1995 Land Administration Act 1997 	
File Number (Name of Ward)	PRO070 (Frederickstown Ward)	
Previous Reference	OCM 21.04.2010 Item 13.1	
	OCM 21.04.2010 Item 14.11.1	



OFFEROR'S RESPONSE

Expression of Interest	LEASE OF COMMERCIAL CAFE AND RESTAURANT (FORMERLY CALAMARI'S) MIDDLETON BEACH, ALBANY
Deadline:	5:00pm, Wednesday 30 November 2011
	Hand delivered to
Lodgement Details:	Chief Executive Officer City of Albany 102 North Road ALBANY WA 6330
	OR
	Mailed to
	Chief Executive Officer City of Albany PO Box 484 ALBANY WA 6331
	OR
	Emailed to
	tenders@albany.wa.gov.au
Expression of Interest Number:	PRO070

CITY OF ALBANY

PRO070 READ AND RETURN THIS PART

_	OFFER		
l	OFFER FORM		
	TO:	The Chief Executive Officer	
	FROM:	The marrice	k family Trust
	Person, Company, Association or Trust Name (Block Letters)	THE MARWICK	
	Address:	Lot 7 Collingue	
	ABN/GST Status: Telephone No: E-mail: ບໍ	589 424 507 62 042 8447134 onmamick 8 9 gmail	Facsimile No:
	In relation to Expr	ession of Interest Number PRO	070 – Lease of commercial cafe and restaurant.
	 All Submiss days from t between the There shall 	sions shall remain valid and ope he date of the Expression of Inte e City of Albany and me/us in w	the City of Albany towards the preparation or of its outcome.
	DON	OCK_ orised signatory of Offeror	Independent Witness Signature
	KATE MA Name of authoris	RWICK	Name of Independent Witness (BLOCK LETTERS)
	Position Types Address 35	ter 1 Victer Rd Albany	Position FRIEND Address 14 CUZORETH S
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CITY OF ALBANY

PRO070 READ AND RETURN THIS PART

3.2 GENERAL AND CORPORATE INFORMATION

The Offeror shall complete and submit all sections of Part 3. Where an item is Not Applicable it should be marked "N/A" and an explanation provided, where appropriate, of why you believe it is not applicable.

3.2.1 Organisational Profile and Referees

Attach the profile of the person, association, corporation or other entity that is making the Offer and label it "Attachment 1 – Organisation Profile". The profile <u>MUST BE OF</u> 'the Offeror'. The Offeror must be a legal entity capable of entering into a contractual arrangement.	Attachment 1 Tick if attached
If the Offeror is comprised of companies, attach their current ASIC company extracts search including latest annual return and label it "Attachment 2 – ASIC documentation".	Attachment 2 Tick if attached □

3.2.2 Agents

Are you acting as an agent for another party?	Yes □ No □
If Yes, attach details (including name, address, telephone, background information) of your Principal and label it "Attachment 3 – Acting as Agent".	Attachment 3 Tick if attached

3.2.3 Trusts

Are you acting as a trustee of a trust?	Yes ☑ No □
If Yes, in an attachment labelled "Attachment 4 – Acting as Trustee": (a) give the name of the trust; and (b) provide the names and addresses of beneficiaries.	Attachment 4 Tick if attached

3.2.4 Financial Position

Are you presently able to pay all your debts in full as and when they fall due?	Yes ☑ No □
Are you currently engaged in litigation as a result of which you may be liable for \$20,000 or more?	Yes □ No ᡚ
If you are awarded the Lease, 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 ♀ No □
Attach a financial profile for you and a guarantor(s) (if a company), that demonstrates your (and their) financial capacity, together with a list of financial referees.	Attachment 5 Tick if attached
This may include Annual Financial Statements (Profit & Loss, Balance Sheet), and/or Accountant's Statement(s). Attach and label "Attachment 5 – Financial Profile and Referees".	

3.2.5 Quality Assurance System

Does your organisation have any quality assurance or quality assurance systems or substantially working towards?	Yes ☑ No □
Supply evidence or details of your quality assurance position and where relevant your supplier's, in an attachment labelled "Attachment 6 – Quality	Attachment 6 Tick if attached
Assurance".	Ū

Page 11 of 13

CITY OF ALBANY

PR0070

PRO070 READ AND RETURN THIS PART

3.2.6 Conflicts of Interest

Will any actual or potential conflict of interest in the performance of your	Yes □
obligations under the Lease exist if you are awarded the Lease and are any	No ₽
such conflicts of interest likely to arise during the Lease?	
If Yes, please supply in an attachment details of any actual or potential	Attachment 7
conflict of interest and the way in which any conflict will be dealt with and	Tick if attached
label it "Attachment 7 - Conflict(s) of Interest".	

3.3 SELECTION CRITERIA

3.3.1 Compliance Criteria

Please select with a yes or no whether you have complied with the following compliance criteria:

ſ	Description of Compliance Criteria	
l	Compliance with the Specification contained in this Expression of Interest	Yes / No
Ì	Compliance with the Conditions of this Expression of Interest.	Yes / No

3.3.2 Qualitative Criteria

Before responding to the following requirements, Offerors must note the following:

- All information relevant to your answers to each criterion are to be contained within your Submission.
- You should assume that the evaluation panel has no previous knowledge of your organisation, its activities or experience.
- You should provide full details for any claims, statements or examples used to address the qualitative criteria.
- You should address each issue outlined within a Qualitative criterion.

	A) Experience and skills in operating a similar business Describe your experience in supplying similar Requirements. You must, as a minimum, address the following information in an attachment and label it	Weighting 40%
	 "Attachment 8 - Relevant Experience": (a) Provide details of similar work. (b) Provide scope of your involvement in such similar work including details of outcomes. (c) Demonstrate sound business judgement and discretion. (d) Demonstrate competency and proven track record of achieving outcomes. (e) Operational philosophy (f) Complaints resolution process (g) Marketing concepts (h) Products and services anticipated to be supplied 	Attachment 8 Tick if attached
ţ		1

B) Capacity Offerors should provide evidence of resource capability including financial capacity and stability in an attachment and label it "Attachment 9 – Capacity".	Weighting 30%
 (a) Staffing levels and role of staff. (b) Any contingency measures or back up of staffing resources (where applicable). (c) Financial profile including statements and referees (please refer to 3.2.4). 	Attachment 9 Tick if attached

Page 12 of 13

PART 3

CITY OF ALBANY

PRO070 READ AND RETURN THIS PART

C) Indicative lease terms Offerors should provide their proposed lease terms in an attachment and label it "Attachment 10 – Lease terms".	Weighting 15%
Include, but are not limited to: (a) Lease term (b) Intention (if any) to sub-lease (c) Maintenance of fixtures and fittings (d) Liquor licence intentions (e) Intended use of lease premises	Attachment 10 Tick if attached

C) Timeline for Commencement of Operations You should provide a timeline demonstrating your ability to commence operations as soon as possible (preferably by 17 December 2011) in an attachment and label	Weighting 15%
it "Attachment 11 – Timeline".	Attachment 11 Tick if attached

Attachment 1- Organisation Profile

3.2.1 ORGANISATIONAL PROFILE AND INDIVIDUAL PROFILES

ORGANISATION PROFILE:

The Marwick Family Trust: Trading is a family based trust which has been Trading as Emu Point Café, successfully for nearly three years. Prior to the period trustees operated a very successful primary production enterprise and a small tourist accommodation business.

Individual Trustee Profiles:

Kate Marwick:

Currently Managing Director of Emu Point Café, Kate has extensive experience in, and a passion for hospitality, especially the food and wine industries, having worked at 'Brookwood Estate' Boutique Winery, 'Voyager Estate' and the iconic Margaret River tourist destination, 'Margaret River Berry Farm'. This destination included the combination of restaurant, winery and product outlet.

A total of nearly three years working in the Margaret River region, gave Kate experience in managing restaurants and servicing tourists at cellar doors. During this period Kate also spent time working concurrent evenings at the Cowaramup District Social Club which exposed her to many of the region's viticulture leaders, vintners, winery managers and owners, and their ideas and thoughts on tourism and the hospitality industry and issues facing this sector.

During this period Kate gained the following accreditations and qualifications.

Certificate: Responsible Service of Alcohol

Certificate 3: Cellar Door and Wine Tourism

Certificate 4: Operating Small Business

Certificate: People Management (Australian Institute of Management)

Upon returning to Albany, Kate was employed for eight months by the Great Southern Distillery during its initial set up period and first few months of operation. Kate was promoted to manager of the Distillery Café and Cellar Door and left this position to take ownership of and to develop and operate Emu Point Café in its initial stage and later to develop it further to its present guise.

Since early 2009 Kate has led the development of Emu Point Café to become a successful and well recognized destination both for tourists and local community alike. The philosophy of this

venue has served it well, not only servicing the tourism market and local community members but in becoming an attraction in its own right. It is a financially viable and sustainable business as well as one which focuses on benefit to community through support for regional producers and allied services and increased employment opportunities for local people.

Jon Marwick

Jon was a partner in a successful and viable primary production enterprise, producing prime lamb and beef and stud sheep for twenty years. During this period, that business also bought a small tourist accommodation business based at Emu Point and sold this successful business at a profit some years later.

Jon has also been a successful and well regarded senior lecturer based at the Great Southern Institute of Technology for the past two decades with duties including professional development and standards training of other lecturing staff.

Since taking on the development and operation of the successful Emu Point Café, Jon has been heavily involved in ensuring the financial viability of that business at all times through strict financial controls and systems. His experience in vocational and educational training has also been applied to the highest quality assurance across staff skills, knowledge and processes at Emu Point Café.

Jon holds the following qualifications:

1982 Bachelor of Business (Agriculture) Western Australian Institute of Technology

1986 Graduate Diploma in Education Western Australian Institute of Technology

2005 Certificate IV in Assessment and Workplace Training BSZ40198 TAFE WA Great Southern

2008 Diploma in Horticulture RTF50103 TAFE WA Great Southern

2010 Diploma of Conservation and Land Management RTD50102 Great Southern Institute of Technology.

2011 Diploma of Agriculture RTD50103 Great Southern Institute of Technology

2010 Certificate IV in Training and Assessment TAA40104 Great Southern Institute of Technology

Attachment 4 – Acting as Trustee

Name of Trust

The Marwick Family Trust

Trustees

Jonathan S Marwick Kate P Marwick

Beneficiaries

Jonathan Marwick Lot 7 Collingwood Rd Albany 6330

Jessica Wood Post office Woodanilling

Kate Marwick 357 Ulster Rd Albany 6330

Isaac Marwick 459D Lower King Rd Albany 6330

Will Marwick Lot 7 Collingwood Rd Albany 6330

Attachment 5 - Financial Profile and Referees

Please find enclosed:

- 5.1. List of assets and Liabilities for Jonathan Marwick and Kate Marwick
- 5.2. Financial Statements for the year ended 30 June 2011 for Marwick Family Trust trading as Emu Point Café
 - 5.2.1 Notes to be read in conjunction with the enclosed financial statement "Profit and loss year ended June 2011
- 5.3. Loan agreement between the Marwick Family Trust and Laurel Marwick
- 5.4. Valuation statement for share portfolio as at 30 September 2011 and tax invoice for share portfolio including Total Portfolio valuation.
- 5.5. List of Financial Referees:
- 5.6. Indicative set up costs

Jonathan Marwick

Assets and Liabilities as of 21st November 2011

Current Assets	Va	lue
House and Land at Lot 7 Collingwood RD	\$	500,000
House contents	\$	30,000
Motor vehicles Hyundai hatch/ Subaru ute	\$	2,500
Loan to Marwick Family Trust	\$	98,300
Cash at Bank	\$	1,085
Machinery and equipment held at Lot 7 Collingwood RD	\$	12,000
Total	\$	643,885
Current Liabilities		
Bankwest Home loan	\$	180,001
Bankwest Home improvement loan	\$	47,515
Personal credit card	\$	5,744
Total	\$	233,259
Current equity	\$	410,626

Kate Marwick

Assets and Liabilities as of 21st November 2011

Current Assets	Va	lue
House and Land at 357 Ulster Rd Albany in common with Nat	\$	460,000
House contents	\$	35,000
Motor vehicle Nissan Patrol	\$	20,000
Cash at Bank	\$	1,085
Total	\$	516,085
Current Liabilities		
Westpack Home loan	\$	435,000
Total	\$	435,000
Current equity	\$	81,085

5.2.1

Notes to be read in conjunction with the enclosed financial statement.

Profit and loss year ended 30 June 2011

Rent

Total rent paid is \$19249

The head lease was purchased from Walker Paddon in November/ December 2010 for \$150,000 plus legal costs of \$14000. This was effectively lease paid in advance until the lease expired in December 2013.

My best calculation is that the loan repayment for the head lease and ongoing leasehold improvements equate to lease payments of \$70000 per year.

Current leasehold improvement Nov/ Dec 2011 is the replacement of cool room. Budgeted cost \$12000.

(Required to replace inefficient and insufficient room. It fails to keep within the prescribed temp on warm days and is thus a food safety risk)

Please note plant and equipment purchases in the attached accounting depreciation schedule.

Target gross income for the 12 months December to December was \$M1.25.

At this stage anticipated \$M1.46 (mid Nov 2011)

Jon Marwick

Finance

MARWICK FAMILY TRUST trading as EMU POINT CAFE TRADING STATEMENT FOR THE YEAR ENDED 30 JUNE 2011

2010 \$		NOTE	2011
481919	TRADING ACCOUNT Sales		1030805
5991 229333 84	LESS COST OF SALES Opening Stock Purchases Freight		10000 404672
235408	Closing Stock		414672 12132
225408			402540
256511	TOTAL TRADING PROFIT		628265

MARWICK FAMILY TRUST trading as EMU POINT CAFE

PROFIT AND LOSS STATEMENT FOR THE YEAR ENDED 30 JUNE 2011

2010 \$	NOTE	2011 \$
256511	INCOME Gross Profit Trading Interest Received Rental	628265 1661 19091
256511	TOTAL INCOME	649017
14134 480 7191 1502 1422 12652 - 638 2529	EXPENSES Accountancy Advertising and Promotion Bank Fees and Sundries Bookkeeping Borrowing Expenses Cleaning Credit Card Merchant Fees Depreciation Electricity and Gas Entertainment Formation Expenses Insurance Interest Internet Kitchen Supplies Legal Expenses Licences Newspapers & Magazines Rates	4000 1643 539 11063 929 4291 6106 21806 21577 2525 - 10672 3534 890 12188 12455 767 11271 6399 19249
21463 2370	Rent Repairs and Maintenance	20060
1157 835 145	Staff Amenities Stationery and Incidentals Subscriptions Superannuation	1050 11628 1713 28017
3911 1234	Telephone Travelling	4596 2187
866	Uniforms	1255
136705	Wages	390412
2845 5370	Waste Disposal Wrappings	4894 1934
237691	TOTAL EXPENSES	619650
18820	OPERATING PROFIT	29367

The accompanying notes form part of these financial accounts Refer compilation report attached. SMITH THORNTON

MARWICK FAMILY TRUST trading as EMU POINT CAFE PROFIT AND LOSS STATEMENT FOR THE YEAR ENDED 30 JUNE 2011

2010	NOTE	2011 E \$
	NON-OPERATING INCOME AND EXPENSES	
	Loss on Sale of Fixed Assets	5775
18820		23592
18820	Other Appropriations Income Applied to Beneficiaries	23592
_	ACCUMULATED PROFITS AT THE END OF THE FINANCIAL YEAR	

MARWICK FAMILY TRUST trading as EMU POINT CAFE BALANCE SHEET AS AT 30 JUNE 2011

2010 \$		NOTE	2011 \$
	TRUST CAPITAL		
10	Settlement Sum		10
	REPRESENTED BY		
59763 17504	PROPERTY PLANT AND EQUIPMENT Plant and Equipment at Cost Less Accumulated Depreciation		160958 36491
42259 - - -	Leasehold Improvements at Cost Less Written off		124467 11591 87
			11504
42259			135971
57805	INTANGIBLE ASSETS Goodwill at Cost Head Lease Purchase		57805 175788
57805			233593
10	CURRENT ASSETS Cash Cash at Bank		10
4334	Bankwest Business Account		16415 10020
10020	Bankwest Savings Account		
14354	Debtors		26435 4563
13866 10000	Beneficiaries' Loans Stock on Hand		12132
38230			43140
138294	TOTAL ASSETS		412704

The accompanying notes form part of these financial accounts Refer compilation report attached. SMITH THORNTON

MARWICK FAMILY TRUST trading as EMU POINT CAFE BALANCE SHEET AS AT 30 JUNE 2011

2010		2011
\$		NOTE \$
	<u>CURRENT LIABILITIES</u>	25222
-	Beneficiaries' Entitlements	25332
3525	Bankwest Mastercard	8982
8619	Creditors	_
2576	Superannuation Payable	11088
4426	PAYG Withholding Payable	8043
3158	GST Payable	23418
4373	ATO Running Account Balance	-
		
26677		76863
	NON-CURRENT LIABILITIES	
	Bank Loans	
-	BankWest Loan Account	95224
	Loans Related Persons	
111607	Jonathan Marwick	122607
_	Laurel Marwick	118000
		
111607		240607
111607		335831
10	NET ASSETS/(DEFICIT)	10
		p

AGENDA ITEM 6.1 REFERS

Marwick Family Trust (3309)
Accounting Depreciation Schedule - Detailed
Period 1/07/2010 to 30/06/2011

Page 1 of

																							Α	GΕ	NI	DΑ	۱	TE	Μ	6.	1 F	REFER	RS
031	030	029	028	027	026	025	024	023	022	021	020	019	018	-	017	016	015	014	013	012	011	010	009	C	000	007	006	005	004	003	002	674 001	Asset Code
ASTORIA 4 BASE ALUMINIUM (9)	DURATOP 700mm (6)	ARMCHAIRS - CHOCOLATE (40)	INSECT UNIT	BOEMA CLASSIC COFFEE	REFRIGERATOR 2 DOOR	REFRIGERATOR 2 DOOR	DEEP FRYER - GOLDSTEN FRG24	FITTINGS, BENCHES & SHELVING	FURNITURE	DEEP FRYER - LARGE	8 BURNER STOVE AND OVEN	COOLROOM	COFFEE MACHINE		CASH REGISTER	BEMIRE	GRILL	DEED TRYEX - SMALL	REFRIGERATION	FREEZER - SMALL	FREEZER - LARGE	KITCHEN IMPROVEMENTS	STOVE AND INSTALLATION	PURCHASE	EIVTHEES & EITTINGS ON	OFFICE ITEMS UNDER \$1,000	OFFICE EQUIPMENT	CROCKERY ITEMS UNDER \$1,000	CHINA & CROCKERY	COFFEE MACHINE	KITCHEN ITEMS UNDER \$1,000	Plant and Equipment at Cost PLANT & EQUIPMENT ON	Description
																																	Private Use %
25/10/2010	25/10/2010	25/10/2010	30/09/2010	20/09/2010	20/09/2010	20/09/2010	01/07/2010	08/10/2010	08/10/2010	(30/06/2011) 08/10/2010	08/10/2010	08/10/2010	08/10/2010	(30/06/2011)	(30/06/2011) 08/10/2010	08/10/2010	08/10/2010	08/10/2010	08/10/2010	08/10/2010	08/10/2010	30/01/2010	30/09/2009	00/00/2007	03/03/2000	30/06/2009	16/02/2009	30/06/2009	06/04/2009	25/05/2009	30/06/2009	17/02/2009	e Acq. 6 (Disp)
																																2	ဂ ဂ ဂ
621	510	3,560	288	3,000	<u>%</u>	500	3,775	3,146	3,146	1,573	4,718	4,718	786		786	786	4/2	/86	393	629	786	3,730	7,110	,,,,,	0 310	362	1,818	937	2,400	6,850	2,246	25,000	Original Cost
		1	ľ	t	Ī	Ī	1	ı	,	1	ı	,	•		E	1				r.	1	3,419	6,043	, c, c, c,	£63.8		927	398	1,020	3,493	1,336	17,000	Opening W.D.V.
621	510	3,560	288	3,000	818	500	3,775	3,146	3,146	1,573	4,718	4,718	786	ı	- 786	786	4/2	/86	393	629	786	· ·	1		ı		1		•		1	ı	Additions (Disposals)
ı	t	1	ı	ř	ı	ı	1			1	(4,030)	ı	1	,	(671)	(671)	(403)	,	1	ı	ı	ı	ı			17.	•	1	1	ı	ì	1	Profit (Loss) On Sale
25.00 D		25.00 D	20.00 D	40.00 D	20.00 D		20.00 D	10.00 D	25.00 D	20.00 D	20.00 D	20.00 D	20.00 D		20.00 D	20.00 D	Z0.00 D				20.00 D					100.00 P	40.00 D	50.00 D	50.00 D	40,00 D	30.00 D	20.00 D	Depn Method
106	87	607	43	934	127	78	755	229	573	229	688	688	115		115	115	69	115	57	92	115	584	1,209	·	471	1	371	199	510	1,397	401	3,400	YTD Depreciation
515	423	2,953	245	2,066	691	422	3,020	2,917	2,573	1,344	ı	4,030	671		Į.	1	1	6/1	336	537	671	2,735	4,834		x 100	•	556	199	510	2,096	935	13,600	Closing W.D.V.

Marwick Family Trust (3309) Accounting Depreciation Schedule - Detailed Period 1/07/2010 to 30/06/2011

Closing Ition W.D.V.	260 330	- −-Î	219 1,144	1,145	518 3,542	•	412 2,816	92 488	147 1,053			601 4,454	397 2,938			1,064 1,621			255 2,275		85 820	ı	650 6,130	1,191		919,616	20 1.212		87 5,509	
ر YTD od Depreciation	25) 2	2 2			D 4	•					D 3		D 33	0,1	8 0	D 2	D 22	Q	Д	D	D 6	D		21,719				
Depn Method	7 2999		25.00 I	25.00 I	20.00 D		20.00 I	25.00 L	20.00 D	; ;	25.00 D	20.00 D	20.00 I		I 19.99	1 /9.99	20.00	30.00 I	20.00 I	1 19.99	20.00 I	20.00 I	25.00 I	10.00 I		1.00	7 50 1			
Profit (Loss) On Sale		\$		•	ı		To the second se				1	t			t	•	t	1	1	•	•	1	ſ	ı		(5,775)		t	0	
Additions (Disposals)	590	1,854	1,363	1,363	4,060		3,228	580	1,200		3,107	5,055	3,335		816	2,685	6,831	1,364	2,530	135	905	1	6,780	1,273		84,851	1 232	4,364	5,596	
Opening W.D.V.		1	•	•	1			1			Ý	I			2. (2 5.) t 7:	ı	1		i i		•	•	1	1		42,259			0	
Original Cost	005	1,854	1,363	1,363	4.060		3,228	580	1,200	1	3,107	5,055	3,335	:'	816	2,685	6,831	1,364	2,530	135	905	1,818	6,780	1,273	146,432	6,762	1 232	4,364	5,596	
Private Acq. Use % (Disp)	5	08/11/2010	08/11/2010	10/11/2010	10/11/2010		10/11/2010	12/11/2010	19/11/2010		25/11/2010	26/11/2010	26/11/2010		26/11/2010	26/11/2010	26/11/2010	29/11/2010	29/12/2010	06/01/2011	10/01/2011	17/01/2010	11/02/2011	09/11/2010			01/11/2010	19/11/2010		
Pri Description Us	Plant and Equipment at Cost	BUGATTI 2 SEATER SOFA (2)	BUGATTI 3 SEATER SOFA	COFFEE TABLES & CHAIRS -	WHITE CAKE DISPLAY - THERMATECH	SG120fAX	FOOD DISPLAY - HEATED -	SPINDLE BACK CHAIRS (6)	BAR FRIDGE 2 DOOR BLACK	MAGIC	TABLES & CHAIRS	6 BURNER GAS OVEN GOLDSTEIN	PF625 GAS GRIDDLE TOASTER -	GOLDSTEIN GPGDBSA-24	TOASTER ROBAND CGS810	JUICER CEADO ES500	POS SYSTEM	SECURITY SYSTEM	COUNTER AND BENCHTOPS	KITCHEN SCALES	SAFE	WATER FILTER	DISHWASHER ESWOOD ES50	BLINDS SUPERTHIN 1500mm (2)			Leasehold Improvements at Cost	EIGH ING FI OOR TREATMENTS		
A Asset Code	674	033	034		036	8	LEO REI	038	039		. 040	041	042		. 043	044	045				049		N 051	DA 052	A 17	田 Less Disposals スター・エー・エー・エー・エー・エー・エー・エー・エー・エー・エー・エー・エー・エー	78 2	RE		

! Impairment or Revaluation during the year. See Impairment and Revaluation Transactions report for details

Attachment 5.35

1 December 2010

Between

Laurel Marwick

And

Marwick Family Trust

Loan Agreement

Easy Legal Online Pty Ltd

A.C.N 118 763 894 www.easylegalonline.com.au

Loan Agreement

Laurel Marwick of 50 Rowley St, Albany, Western Australia lends \$190,000.00 to the Marwick Family Trust of Lot 7 Collingwood Rd, Albany, Western Australia at an interest rate of 9.0% per annum, accruing daily until this loan is repaid.

This loan is for 4 years to be repaid according to the following terms.

Commencement of repayments Jan 2014

Payments are to be a minimum of \$4000 as amortized monthly repayments continuing until the loan is fully repaid.

Dated 21/11/2011

Signed by Laurel Marwick in the presence of:

Witness

Signed by Jonathan Marwick for the Marwick Family Trust in the presence of:

Witness

Signed by Kate Marwick for the Marwick Family Trust in the presence of:

Witness

LJ Marwick

Jon Co

Marvick

Code

Portfolio Details as at: 30 September 2011 **VALUATION STATEMENT**

Mrs Laurel June Marwick Adviser Name - Eddy Orzel Account No. - 2234271

	ACCOL	PATERSONS	
ĒF	ERS		A

32,237.79 H	4.99	100.00%	646,339.69		342,622.57				TOTAL PORTFOLIO
									The state of the s
16			2,173.40		2,173.40				,
1	ť.		2,152.60		2,152.60	ĺ		LTH BANK.	COMMONWEALTH BANK
DI			20.80		20.80			SLIMITED	WOOLWORTHS LIMITED
					-				UNSETTLED DIVIDENDS
1,440.52	4.75	4,71%	30,326.79		30,326,79				
1,440.52	4,75	4.71%	30,326.79		30,326,79			MACQUARIE CASH MANAGEMENT ACCOUNT	MACQA MACQUARIE C
									AND EQU
1,572,14	7.01	3.48%	22,440.00		14,870.28	ļ			
1,572.14	7.01	3,48%	22,440,00	1,700	14,870.28	1.127	13,200.00	BWP TRUST ORDINARY UNITS FULLY PAID	BWP TRUST O
									PROPERTY
29,225.13	4.94	91.81%	591,399.50		295,252.10	1		1	
39.04	4.91	0.12%	795,52	24.860	933.07	29.158	32.00	S LIMITED	WOW WOOLWORTHS LIMITED
22,692.00	4.75	74.19%	477,893.52	31,590	159,655.49	10.554	15,128.00	LMITED	WESFARMERS LIMITED
	9.03		15,872.00	3.100	17,400.00	3,398	5,120.00	PORATION.	
189.98	1,81	1.63%	10,506.00	61,800	20,170,33	118.649	170.00	MITED	RIO TINTO LIMITED
618.84	7.24	1.33%	8,545.34	22,370	9,647.82	25.256	382.00	ST, BANK	NAB NATIONAL AUST, BANK
0.00	0.00	0.43%	2,800.00	0.014	26,143.00	0.131	200,000.00	DICAL	EASTLAND MEDICAL
3,664.00	7.03	8.10%	52,154.75	45.550	31,608.07	27.605	1,145.00	LTH BANK.	
				The state of the s					
0,00	0.00	0.01%	37.15	0,006	0,00	0.000	6,192.00	BURLESON ENERGY OPTION EXPIRING	BUROA BURLESON EN
0.00 D	0,00	0.28%	1,783.22	0.036	4,790.10	0.097	49,534.00	IERGY	BUR BURLESON ENERGY
287.67	2.80	3.26%	21,012.00	35.020	24,904.22	41.507	600:00	LIMITED	BHP BILLITON LIMITED
┌╓╻									FOUTTIES
Income (A STATE OF THE STA	
Annual	Yield	Assets	Value	Price	Cost	Price		7	
Est.	Est.	Pct.	Market	Market	Total	Cost	Quantity	lame	Code Security Name

Page 1 of 1

Attach went 5-4



TAX INVOICE

From 1 July 2011 to 30 September 2011

Mrs Laurel June Marwick Account No. - 2234271 Adviser Name - Eddy Orzel

Fee calculation

For the Period Ended 30 September 2011 Fees Charged for 92 Active Days

Total Portfolio Valuation as of 30 September 2011

\$644,166.29

\$644,166.29

\$112.50 Base Fee \$1,449.37 644,166 @ 0.90 % per annum (exclusive of GST)

Quarterly Management Fee

\$1,561.87

GST

\$156.19

Total Quarterly Fee

\$1,718.06

Fees are Tax Deductible in most instances. Please contact your tax adviser to determine if this is the case for you.

Please note that these fees will automatically be deducted from your linked Patersons cash account or Direct Debit Facility. If you do not have either of these in place please arrange to send funds within 14 days

5.5 List of Financial Referees

Please contact any of the following for a credit reference

Accountant
Dean Thornton
Smith Thornton Accountants
PO Box 5445
Albany

Tel: 08 98425155

List of major suppliers to the Marwick Family Trust T/A Emu Point Café

Supplier	Phone number	Contact
Southways	98422388	
Naked Bean	98414225	
A veg	98414188	
Great Southern Seafood	98422551	
G Kennedy Squid	0418918683	
Royale Bakery	98425860	
Mt Barker Chicken	94353610	
Mr Moo	98446850	
Dardanup Butchering Co	97546122	
Albany Office products	98426888	
Loralane cleaning products	98414699	

Attachment 5.6

the Beach bar -Kiosk

Set up costs Dec 2011 to be operational by 17th Dec

Kiosk

Total	\$ 19,670
Legal fees	\$ 2,000
Rent in advance	\$ 6,370
advertizing & signage	\$ 200
office supplies	\$ 500
Improvements	\$ 1,500
Insurance	\$ 2,100
Start up wages	\$ 3,000
Food supplies	\$ 4,000

the Beach bar and bistro

Kitchen appliances	\$ 8,000
Coffee machine	\$ 7,000
POS system	\$ 9,500
Supplies	\$ 14,000
Furnishings	\$ 6 <i>,</i> 500
Floor treatments	\$ 3,000
Exterior paint & treatments	\$ 5,000
Structural changes	\$ 10,000
Bar equipment	\$ 5,500
Water softener	\$ 2,000
purchase of existing equipment	\$ 30,000
Signage	\$ 4,500
Wages for setting up	\$ 6,000
Security system	\$ 2,500
Music system	\$ 2,000
Total	\$ 115,500

Grand total \$ 135,170.00

Rent split/ month

Kiosk 2000 Bar & bistro 4400

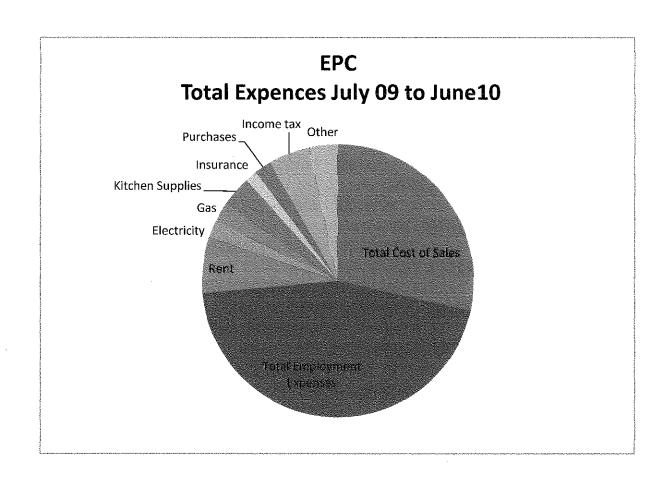
Loan repayment split

EPC to cover till Jan 2014 4000

From Jan 2004/ review /refinance to longer term

EPC Summary 2009/2010

Total Income		\$ 547,518.01
Total Cost of Sales	\$ 92,198.45	
Gross Profit		\$ 321,537.82
Total Employment Expenses	\$ 145,893.89	
Rent	\$ 21,463.48	
Electricity	\$ 6,443.58	
Gas	\$ 7,690.77	
Kitchen Supplies	\$ 11,879.73	
Insurance	\$ 4 ,625.11	
Purchases	\$ 6,587.96	
Income tax	\$ 15,806.27	
Other	\$ 11,087.92	
Total Expenses		\$ 231,478.71
Operating Profit		\$ 90,059.11
Income Tax Expense		\$ 15,806.27
Net Profit / (Loss)		\$ 66,658.06



Attachment 6 - Quality Assurance

EPC has set out to implement quality assurance since beginning in business in 2009

We have set out to identify the tasks, processes, or systems critical to the business and are writing clear guidelines and instructions for staff.

The identification and writing of processes and systems is in progress.

We use these guidelines and instructions for training and day-to-day reference.

Implementation Strategy

- Document guidelines and instructions for critical tasks, processes and systems
- Improve the readability of information by writing, structuring, and presenting it to professional technical writing standards
- Make information available via staff meetings, staff handbook and soon to be placed on our website for the easy reference of staff

Completed checklists include:

- Opening procedure
- II Closing Procedure
- III. Dishie closing procedure
- IV. Cleaning the coffee machine
- V. Kitchen cleaning schedule

Checklists are laminated and placed at the work station

Completed policies Include:

- Product quality
- Food handling and hygene
- III. Hazardous substances
- IV. Customer service

Please find enclosed the following examples of our policies and guidelines:

- 6.1. Closing checklist
- 6.2. Dishie closing checklist
- 6.3. Policy 1 Product quality
- 6.4. Policy 2 Food handling & hygene
- 6.5. Policy 3 Handling and use of hazardous substances
- 6.6. Policy 4 Maintenance of high quality customer service
- 6.7. Dispute resolution procedure
- 6.8. Staff handbook
- 6.9. Front of house supervisor duty statement
- 6.10. Policy document 2010
- 6.11. Food Safety Standards Technical fact sheet



Kiosk Closing Checklist

- Empty & clean out cool fridge (all but cakes)
- Empty and clean out hot food display Turn off
- Clean ice-cream fridge
- Wipe all surfaces using spray and wipe
- Stock drinks fridge
- Call through any food, drink, equipment orders
- Turn off deep fryer & fans
- Wash dry and put away dishes and coffee machine parts
- Clean Coffee machine & wash tray
- Turn off power & water to coffee machine
- Empty coffee grinds and bins
- Empty slops bucket under coffee machine
- Count till and put money in the safe
- Bring in tables, chairs, signs & lock door
- Wrap cakes
- Empty bins
- Sweep & mop floors
- Turn off fans and air cooler
- Turn off lights and lock up

D:\emu point\Quality policies\Quality document\Closing checklist - Kiosk.docx



Dishie Closing Checklist

- Bleach boards
- Dry all plastics and put away all dishes
- Check & clean microwave ovens if required
- Wipe all surfaces using spray and wipe
- Rinse all cleaning cloths and soak in bucket with napisan
- Empty all bins including recycling crate
- Rinse dish scrubbers and put through dishwasher
- Wipe under sink area and around the bins
- Remove floor mats and sweep and mop all floors
- Turn off dishwasher take out & clean filters remove plug and rinse dishwasher
- Check and sweep cool room floor if required
- Turn off all exhaust fans check switch in office
- If you are last out -Turn off lights and lock up

Thank You

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Policy 1: - Product quality

- 1.1 EPC is committed to serving safe, quality food to every guest, at every meal, every day.
- 1.2 EPC adheres to the Australian and New Zealand Food Standards Code
- 1.3 Copies of the standards, the guides to these and other fact sheets and supporting material can be found on the FSANZ website (http://www.foodstandards.gov.au/)
- 1.4 EPC uses fresh local produce.
- 1.5 All fish and squid products are purchased from local fishermen and/or processors.
- 1.6 All meat products are purchased from Dardanup Butchering Company which carries the Meat Standards Australia guarantee of freshness and tenderness and fulfills health requirements for wholesomeness and safety.
- 1.7 All produce is stored frozen in refrigerated according to the Australia New Zealand Food Standards Code receiving food safely. All stored food is labeled and dated. See food standards factsheet "Temperature control requirements"
- 1.8 Regular unannounced audits by health inspector evaluate our restaurant's food safety practices, safe product cook temperatures, equipment condition, cleanliness, food safety monitoring processes and other key factors.



Policy 2 - Food handling and Hygiene

- 2.1 The minimum training requirement for all staff is to complete the Clubs Australia "Food Safety and Hygiene Course Online" or an equivalent.
- 2.2 EPC provides staff training in food safety practices
- 2.3 Food safety information is contained in the staff Handbook
- 2.4 All hand washing sinks are equipped with mixer taps, soap and disposable towels

EPC adheres to the Australian Food Safety Standards - Health and hygiene: Part reproduced here:

Food handlers are expected to wash their hands whenever their hands are likely to contaminate food.

This includes washing their hands:

- Immediately before working with ready-to-eat food after handling raw food:
- Immediately after using the toilet;
- Before they start handling food or go back to handling food after other work;
- Immediately after smoking, coughing, sneezing, using a handkerchief or disposable tissue, eating, drinking or using tobacco or similar substances; and after touching their hair, scalp or a body opening.

How should food handlers wash their hands?

- Use the hand washing facilities provided by the business.
- Clean their hands thoroughly using soap or other effective means.
- · Use warm running water.
- Dry their hands thoroughly on a single use towel or in another way that is not likely to transfer disease-causing organisms onto the hands.

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Policy 3– Handling and use of hazardous substances and chemicals

- 3.1 EPC will continually monitor the use of hazardous substances and chemicals and attempt to keep the use of such substances to a minimum
- 3.2 Environmentally friendly and sustainable products are used when possible.
- 3.3 Material Safety Data Sheets (MSDSs) for all products are kept in the office.
- 3.4 Any decanted cleaning products are clearly labeled and kept on designated shelves in both kitchens
- 3.5 Personal protective equipment is listed and location recorded. This list is posted in the office.
- 3.6 Empty containers are triple rinsed and taken to the Hanrahan Rd refuse site

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Policy 4: - Maintenance of high quality customer service

4.1	EPC provides in house customer service training and supervision.
4.2	Customer feedback is recorded in the counter diary
4.3	Staff performance reviews are conducted at least biannually
4.4	Supervisors are provided support and training in supervision
4.5	Regular staff meetings inform and provide opportunities for staff feedback
4.6	Standards for customer interaction and service are discussed and posted at various work stations
4.7	The customer service standard is communicated at induction
4.8	Staff training opportunities are provided
4.9	Customer feedback is communicated directly to all staff
4.10	Compliments to the kitchen are relayed directly to the kitchen via the front of house staff
4.11	Complaints are communicated in a clear nonthreatening manner

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Dispute resolution procedure

1. Purpose:

To provide employees with appropriate ways to resolve complaints and disputes involving them.

As far as possible, we wish to ensure a positive outcome for any complaint or dispute.

Effective guidelines for how we provide opportunities for resolving any problems, and how to deal with concerns about performance or conduct, will assist us to act fairly and maximize the likelihood of positive resolutions to these issues.

2. Our commitment

Emu Point Cafe is committed to providing our employees with appropriate opportunities to resolve disputes and have their concerns heard.

3. Procedures

3.1 Dispute resolution for all employees

Step 1: Register the complaint

The complaint is registered either verbally or in writing with the manager or director.

The manager confirms the complaint by discussing with the complainant and writing the key points.

If the matter is an allegation or concern about the employee, they will be informed within seven days of the matter coming to the attention of their manager.

Step 2: Investigate the complaint

- The manager, owner or director will discuss the complaint with all affected employees separately and present to each a definition of the complaint they agree on.
- The complaint will be brought to the attention of the individual concerned in private.
- The person concerned is asked to propose a solution or resolution.
- The proposed resolution is communicated to the complainant.

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At this point the matter is considered finalized:

- if the employee is satisfied with the response to a complaint they have made, or
- in the case of allegations or concerns about an employee, if the manager is satisfied that all appropriate issues have been investigated and resolved.

Step 3: Review at a higher level of authority

When the employee is not satisfied with the investigation and proposed resolution of their complaint or of allegations against them, they can seek a further review of the matter by the owner or director.

Step 4: Formal external procedure

A formal external complaints procedure may follow Step 3 if the employee or volunteer is still not satisfied. EPC will engage a mediator or consultant.

Step 5:

Use what we learn from the process to inform training and development opportunities, all employee management processes, and other client and governance policies and processes, as relevant.

The process will be summarized and recorded in the manager's diary.

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Procedure for dealing with difficult customers and situations.

1 In the case of a Robbery or other life threatening situation:

Café staff must put their safety and the safety of others first. Do not provide resistance if threatened with a weapon, comply with the demands of your assailant. When it is safe to do so, call the police, the owners or manager.

2 In the case of an assault:

Café staff that witness, or are victims of, an assault are to call the police, the owners or manager. Charges may then be laid or a restraining order placed on the customer or staff member who carries out the assault.

3 In the case of verbal abuse or disrespectful behavior:

Verbal abuse and disrespectful behavior is to be reported to the owners or manager.

Customers who verbally abuse staff may be asked to leave. Repeat offenders may be banned from entering the Café premises.

In the cased of a customer unhappy with the standard of food or service:

Emu Point Café is happy to refund or replace produce. Try to be cheerful and apologetic at all times.

5 Difficult Customers

- 5.1. Listen and let the customer vent.

 The customer wants to be listened to, acknowledged and understood. Maintain eye contact. Listen with an open mind. Let the person talk, and pay close attention. Repeat or paraphrase some of what you hear.
- 5.2. Show concern for the customer.
- 5.3. Don't blame the customer.
- 5.4. Try to solve the problem or get someone who can
- 5.5. Don't take it personally

6 Manager/ Supervisor. - How to provide support

As supervisor you must decide on a case-by-case basis when to step in and take over for the staff member.

Always intervene if the customer is not merely difficult, but abusive.

Handle the situation in a way that does not make the team member appear incompetent, while explaining to the customer that the team member has been following Emu Point Café policies.



Staff Handbook

Introduction

Welcome to *Emu Point Cafe*, we hope that your time with us is fun, friendly and fulfilling.

Emu Point Cafe was set up by Kate Marwick, with a little help from her friends, and it has been in operation since December 2010. Many changes have happened along the way, but our commitment to quality service and quality food has always remained the same.

We operate an ethical, profitable, environmentally conscious, people focused business. We use fresh local produce wherever possible and take pride in the quality of every aspect of our service. We are committed to recycling and waste minimization.

Our training programme is developing and as a part of the team here at *Emu Point Cafe* you will receive all the training you require to become efficient and proficient. We want you to develop your strengths, improve your skills and take the opportunity to learn and grow with us.

We promote a friendly team atmosphere and our door is always open to you, we want you to enjoy working here for many years to come and forge strong friendships with the rest of the team.

This handbook is intended as your terms and conditions of employment and should be read thoroughly because it contains some important information.

Good luck in your new position.

Here's to the future.

Kate Marwick

And the team at





Guidelines for Employees

Your rights

Treat each other with dignity and respect

Bullying or racism will not be tolerated in any way shape or form. We regard this type of behaviour as serious misconduct.

All team members are expected to respect the lawful beliefs and customs of others and respect their right to a non-threatening workplace.

Conduct which constitutes a danger to anyone's health, safety or personal wellbeing is not acceptable.

Equal opportunity employer

We are an equal opportunities employer and we will not discriminate against any person. We will hire, train, promote and offer incentives on merit and capability alone.

Your pay

Award

You are employed under the Restaurant, Tearoom & Catering Workers Award. Copies of the award are available from the office or online at the wageline website www.commerce.wa.gov.au/wageline

Working hours

Your hours and days of work will be set out on the roster which is posted in the office. Due to the nature of the business your hours of work may include working unsocial hours, including evenings, weekends and Public Holidays.

Pay

You will be paid the rate of pay as per your agreed level as per the Restaurant, Tearoom & Catering Workers Award. A copy of the award is available in the office or online at www.commerce.wa.gov.au/wageline

You will be paid on a Tuesday every week into your bank or building society. If your personal details change please inform your immediate supervisor as soon as possible. Should you have any queries about your pay please phone Kate 0428447134 or Tracey 043 8930690

Holidays

Annual Leave: Full time and part time employees are entitled to 4 weeks paid annual leave (plus a loading of 17.5%) per 12 month period. Annual leave accrues weekly at the rate of 2.923 hours per completed week of service for a full time employee, and on a proportionate basis for a part time employee. Full time and part time employees who leave their employment, or are terminated, may be entitled to be paid their unused annual leave.

This includes annual leave accrued in an incomplete year of service. Casual employees do not receive paid holidays.



Absences from work

Should you be unable to come to work for whatever reason you must inform us at your earliest convenience, we do however require at least 2 hours' notice of your intended absence so we can arrange cover. When informing us of your intended absence you must inform us of the reason and likely duration of the absence.

Sick leave

Full time and part time employees are entitled to paid sick leave if they are unable to attend or remain at work because of ill health or injury (other than illness or injury compensated under the *Workers Compensation and Injury Management Act 1981*) and if they have sufficient sick leave credits. An employee is entitled to use, each year, up to 5 days of their sick leave entitlement to be the primary care giver of a member of their family or household who is ill or injured or in need of immediate care and attention. Sick leave credits accrue at the rate of 1.461 hours for every week of complete service. This accrues proportionately for part time employees based on the average hours worked each week. Unused sick leave accumulates from year to year.

Your responsibilities:

EPC property

You are required to take care of and correctly operate all property of EPC. Where training is required we will provide this, you are expected to handle all company property correctly and should you cause loss or damage to company property through neglect or misuse we will take the necessary disciplinary action against you. Should you misuse company property and it causes harm to another employee the appropriate disciplinary action will be taken against you also.

Health and safety

It is our responsibility to provide (and maintain) you with a safe and secure and healthy working environment, it is your responsibility to ensure you always act in a safe and secure manner, as to not cause harm or illness to any other person whilst you are on the premises. We will provide all relevant training and information regarding Health and Safety. It is vital that you report any hazard to a member of management immediately so that it can be remedied.

It is your responsibility to ensure any incident or accident (however insignificant or small) is recorded in the accident book.

Appearance

It is vital that all of our employees are smart and clean whilst on duty for the level of customer care and service we provide. We will provide you with an apron and hat and insist this is looked after and kept clean.



Security

In order to maintain a secure environment we reserve the right to ask any employee to submit to a search of their outer clothing, bags or purses or motor vehicle, in the presence of a witness of their choice. Refusal to co-operate will be deemed an act of insubordination and the appropriate disciplinary action will be taken.

Drugs and alcohol

We do not tolerate the use of, sale or supply or possession of your own alcohol or illegal drugs whilst you are on duty.

Any instance of this will be treated as Gross-Misconduct.

Misconduct

(To be read in conjunction with dispute resolution policy)

Warnings

Any warning regardless of scale will contain the following:

- The reason for the warning.
- 2. The action required for improvement/remedy.
- 3. The timescale required for improvement/remedy.
- 4. The consequences of further offences.
- 5. The right to appeal.

Verbal Warning

For minor first offences/faults, with a view of agreeing on an appropriate course of action for improvement. You may be accompanied by the witness of your choice at this hearing.

Examples of the offences/incidents meriting a verbal warning are:

- Poor attendance.
- Poor work performance.
- Poor time keeping.
- Poor appearance.

Verbal warnings will be kept for a period of 6 months, subject to improvement, after which they will be regarded as spent.

1st Written Warning

Issued if further offences are carried out- or for continued faults. The first written warning will be issued after a disciplinary hearing, and you can have a witness of your choice accompany you at this hearing also.

Examples of the offences/incidents meriting a 1st written warning are:

- Continued poor attendance/work performance/appearance & time keeping.
- Damage to company property, insubordination, unauthorised absences.

Page | 4



Final Written Warning

Issued if further offences are carried out or for continued faults. The final written warning will be issued after a disciplinary hearing, and you can have a witness of your choice accompany you at this hearing also.

Examples of the offences/incidents meriting a final written warning are:

- Continued or excessive poor attendance/work performance/appearance & time keeping.
- Any incident deemed to be a serious first offence, which falls short of being classed as gross misconduct.

Gross Misconduct.

If an employee is found guilty of an offence which is deemed as gross misconduct then the management will have to decide on the appropriate course of action, in most cases this will be termination of the employment following an investigation, all employees subject to an investigation will be suspended on full pay.

Examples of offences that are classed as gross misconduct are:

- Theft of company property.
- Fraud.
- Serious insubordination.
- Endangering the safety of another employee.
- Physical violence.
- Being under the influence of drink or drugs whilst on duty.
- Serious negligence, which causes the loss, theft or damage to company property.
- Serious breach of health and safety regulations.
- Arson
- Bullying, harassment or discrimination of colleagues/customers.

Dismissal.

Where there has been continued misconduct or failure to improve on poor performance/appearance/attendance and the disciplinary procedure has been followed, with relevant warnings being given up to final written warning then you will be dismissed following a disciplinary hearing. You are permitted to have a witness of your choice accompany you to this hearing.

Appeals.

You have the right to appeal against any disciplinary action taken against you, except for suspension.

Grievance Procedure.

If you have any need for concern about your employment you may raise it with your immediate supervisor at the earliest time convenient. You are welcome to have somebody accompany you at any stage in the grievance procedure.



If you are unhappy with the outcome of the decision regarding your grievance then you can raise the matter with Kate in writing within 7 days and a decision will be made after a grievance hearing.

Once this matter has been resolved the decision is final.

Our responsibilities

Training

It is our policy to provide you with all the relevant training and information you require to full fill your tasks effectively.

All Fulltime and parttime employees are required to complete the online food safety course and complete all the assessments at www.clubswa.imalert.com.au or the equivalent. All employees are to read the food safety policy document enclosed.

We are dedicated to developing our employees as best we can. You are required to attend all training sessions and meetings. Should this be outside your normal contracted hours of work then you will either receive time off in lieu or additional payment.

Protection of your personal information

EPC will hold personal information about you that will include details such as your name, date of birth, address, bank details and your emergency contact details. Also we may hold personal information such as health and sickness information, criminal records and membership of trade unions. This information is soley for the use of the EPC, however this information can be disclosed to the tax department, Employment Service and the Benefits Agencies. We will not disclose your personal details to any other organisation without your written consent.

Confidentiality

You should not disclose any information regarding Emu point Cafe at any time during or after your employment without the express consent of Kate.





I have read and understand the information contained in this handbook, and I will ensure I comply with all legislation and company policies relating to my employment, and I understand the consequences of any misconduct.

Signed
Name
Date
Emu Point Café Representative
Signed
Name
Date

(A copy of the handbook and the signature page must be given to the employee and the original must be kept in the office)



Mission statement

To provide a unique customer experience based on the best quality local foods with consistent, efficient, friendly and focused service.

To operate an ethical, profitable, environmentally conscious, people focused business that is well positioned to cope with fluctuations in demand and variations in supply of fresh produce.

Duty statement

Position: Front of house supervisor.

General duties:

- Undertake barista duties and general front of house duties as required.
- Supervise opening and closing routines

Supervision:

- Provide training and support on/at the coffee machine
- Supervise and co-ordinate break times for front of house staff.
- Monitor service standards and provide feedback and suggestions to front of house staff.
- Record customer feedback. Report on customer feedback.
- Liaise with management and provide feedback on all aspects of front of house service.
- Provide encouragement, support, mediation and assistance to front of house staff.
- Delegate and provide training opportunities for your staff.



Mission statement

Emu Point Café strives to provide a unique customer experience with a distinctly Albany character. We aim to do this with efficient, friendly, timely and exciting service using good quality fresh local produce.

EPC will maintain the highest standards of product quality, customer service and staff training.

Business Objective

To operate an ethical, profitable, environmentally conscious, people focused business able to cope with fluctuations in demand and variations in supply of fresh produce.

To provide the framework and opportunity required for the development of a successful business.

To develop a culture of continuous improvement.

To be creative and proactive in all aspects of the business.

To develop a strong team based on interdependent working relationships.

Key indicators:

- The kitchen will deliver food that is of consistent quality and quantity.
- Food orders are dispatched as quickly as possible and customers will be informed of any possible delays.
- · Beverages are of a consistent high quality delivered with efficient friendly service
- EPC will provide customers with clean, safe, climate controlled and friendly environment.

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Business Structure:

Ownership:

Marwick Family Trust

Management

Kate

Responsibilities:

- 1. Design concept
- 2. Operational Plan for Café/Kiosk and Restaurant
- 3. Staff management
- 4. Menu design and changes
- 5. Supplies and contracts
- 6. Pricing.

Jon

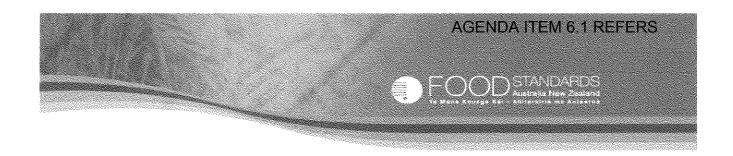
Responsibilities

- 1. Lease
- 2. Finance
- 3. Building maintenance
- 4. Plant and equipment
- 5. Interior repairs and maintenance

Technical

Kate
Payment of accounts
Kitchen
Coffee maker, front of shop
Staff
Cooks
Cooks assistant/ kitchen hand
Coffeemaker
Waitress
Dishwashers

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Food Safety Standards - Health and hygiene: Responsibilities of food handlers

Chapter 3 (Australia only) Australia New Zealand Food Standards Code

NOTE: The Food Safety Standards do not apply in New Zealand. The provisions of the food standards treaty between Australia and New Zealand do not include food hygiene standards.

Under Food Safety Standard 3.2.2 Food Safety Practices and General Requirements, food handlers have an overall responsibility for doing whatever is reasonable to make sure that they do not make food unsafe or unsuitable for people to eat. Food handlers also have specific responsibilities related to their health and hygiene.

Are you a food handler?

A food handler is anyone who works in a food business and who either handles food or surfaces that are likely to be in contact with food such as cutlery, plates and bowls. A food handler may do many different things for a food business. Examples include making, cooking, preparing, serving, packing, displaying and storing food. Food handlers can also be involved in manufacturing, producing, collecting, extracting, processing, transporting, delivering, thawing or preserving food.

What must a food handler do if she or he is sick?

If a food handler has a food-borne illness

Food handlers must tell their work supervisor if they have any of the following symptoms while they are at work - vomiting, diarrhoea, a fever or a sore throat with a fever. The only exception to this is if the food handler knows that he/she has these symptoms for a different reason. For example, a food handler may be vomiting at work because of pregnancy.

Food handlers must also tell their supervisor if they have been diagnosed as having or carrying a food-borne illness.

As well as reporting the food-borne illness, the food handler must not handle any food where there is a chance they might make the food unsafe or unsuitable because of their illness. Also, if a food handler stays on at work to do other work, he or she must do everything reasonable to make sure that they do not contaminate any food.

Note: Illnesses that can be passed on through food include Hepatitis A and those caused by giardia, salmonella and campylobacter.

If a food handler has skin injuries or sores or is otherwise unwell

Food handlers must tell their supervisor about any infections or conditions like a cold or other problem that may result in discharges from their ears or nose or eyes if there is any chance that they might make food unsafe or unsuitable for people to eat as a result of their condition.

Also, if they continue to handle food with such a condition, food handlers must do whatever is reasonable to make sure that they don't contaminate any food. For example, an infected sore could be completely covered by a bandage and clothing or by a waterproof covering if on an area of bare skin, and medication can be used to dry up discharges.

If a food handler knows or suspects he or she might have contaminated some food

Food handlers must tell their supervisor if they know or think they may have made any food unsafe or unsuitable to eat. For example, jewellery worn by a food handler may have fallen into food.

What about personal hygiene?

Food handlers' personal hygiene practices and cleanliness must minimise the risk of food contamination.

The most important things they need to know are that they must:

- do whatever is reasonable to prevent their body, anything from their body or anything they are wearing, coming into contact with food or food contact surfaces;
- · do whatever is reasonable to stop unnecessary contact with ready-to-eat food;
- · wear clean outer clothing, depending on the type of work they do;
- make sure bandages or dressings on any exposed parts of the body are covered with a waterproof covering;
- not eat over unprotected food or surfaces likely to come in contact with food;
- · not sneeze, blow or cough over unprotected food or surfaces likely to come into contact with food;
- not spit, smoke or use tobacco or similar preparations where food is handled; and
- not urinate or defecate except in a toilet.

Some special hand washing rules for food handlers

Food handlers are expected to wash their hands whenever their hands are likely to contaminate food.

This includes washing their hands:

- · immediately before working with ready-to-eat food after handling raw food;
- · immediately after using the toilet;
- before they start handling food or go back to handling food after other work;
- immediately after smoking, coughing, sneezing, using a handkerchief or disposable tissue, eating, drinking or using tobacco or similar substances; and
- · after touching their hair, scalp or a body opening.

How should food handlers wash their hands?

- · Use the hand washing facilities provided by the business.
- · Clean their hands thoroughly using soap or other effective means.
- · Use warm running water.
- Dry their hands thoroughly on a single use towel or in another way that is not likely to transfer disease-causing organisms onto the hands.

Need more information?

Copies of the standards, the guides to these and other fact sheets and supporting material can be found on the FSANZ website (http://www.foodstandards.gov.au/). Food businesses may also seek advice directly from the Environmental Health Officers at their local council, or from their State or Territory health or health services department and Public Health Units. Information can also be accessed through the Australian Government Department of Health and Ageing http://www.health.gov.au/.

Food Standards Australia New Zealand P O Box 7186 Canberra BC ACT 2610

Tel: +61 2 6271 2222 Fax: +61 2 6271 2278

Website: www.foodstandards.gov.au Email: info@foodstandards.gov.au Food Standards Australia New Zealand P O Box 10559 Wellington NZ 6036 Tel: +64 4 473 9942 Fax: +64 4 473 9855

Website: www.foodstandards.govt.nz Email: info@foodstandards.govt.nz

3.3.2 Qualitative Criteria

Attachment 8 (a) & (b)-

(A) Details of Similar Work

Kate Marwick:

2004- Premier Hotel – Barmaid (Responsible Service of Alcohol Certificate)
Duties included –

- · service of alcoholic and non alcoholic beverages,
- waiting foods,
- opening and closing procedures including cleaning public areas.

Moved to Margaret River- Brookwood Estate Boutique Winery

Duties included -

- preparation and waiting of food and beverages,
- · cellar door promotions and sales,
- opening and closing cellar and restaurant with end of day reconciliation procedures.
- received extensive training in wine appreciation through assisting vintner with vintage.

2005 – Concurrent - Brookwood Estate Boutique Winery, Voyager Estate and Margaret River 'Berry Farm'.

Duties included -

Brookwood Estate -

- · preparation and waiting of food and beverages,
- · cellar door promotions and sales,
- opening and closing cellar and restaurant with end of day reconciliation procedures.
- training in wine appreciation through assisting vintner with vintage.

Voyager Estate -

 specialised functions operations- waiting food and wine combinations with wine appreciation education.

Margaret River Berry Farm -

- preparing food for restaurant and preparation of produce for sale in the commercial kitchen.
- · cellar doors sales and education.
- assisted the vintner with laboratory testing and vintage preparations.

2006 / 2007 - Concurrent - Margaret River Berry Farm and Cowaramup District Social Club Duties included -

Margaret River Berry Farm -

- food and produce preparation.
- · supervision of restaurant staff,
- · monitoring health standards and safety procedures,
- development of staff rosters and stock rotation.
- supervising opening and closing procedures of restaurant and cellar door.
- cellar doors sales and education.
- assisted the vintner with laboratory testing and vintage preparations.

Cowaramup District Social Club -

- preparation of menu and foods with chef and waiting food and beverages.
- unsupervised bar work and opening and closing procedures, including end of day reconciliation procedures.
- (Studied and completed Certificate 3: Cellar Door and Wine Tourism)

2007 / 2008

Early -

Studied Certificate 4 in Operating a Small Business

October - Great Southern Distillery -

Duties included --

- · waiting and cellar door sales -
- promoted to Manager –
- · rostered café and cellar door staff,
- supervised all front of house staff procedures,
- staff training including in health and safety standards.
- liaised with chef on menu changes and pricing.
- managed catering and organisation for functions.
- · recruitment of new staff.
- stock-take and banking procedures.
- end of day reconciliation for café and cellar sales.
- promotion and sales at key events and festivals such as Taste Great Southern and Festival of the Sea.

2009 – Utilised Marwick Family trust to purchase the original Emu Point Café. Owner / Operator/ Manager of Emu Point Café.

- Developed this business through concept, identity to operation.
- Utilising consumer research, undertook to build customer service, product offering, brand development, identity and reputation as well as viability and sustainability.

In the role of Manager, Kate's duties included:

- setting staffing levels and roles,
- · staff rosters,
- ergonomic structure,
- · set opening and closing times,
- · set menu range and price,
- source regional produce and local producers,
- · set standard of customer service,
- · devise marketing plan and implement,
- assurance of health and safety standards,
- · staff training and management,
- development of aesthetics and venue appearance.

2010 – October – Purchased adjoining business to Emu Point Café (former Goshu Ya Japanese Restaurant). Redeveloped restaurant area including full renovation and refitted kitchen areas and reopened for business as current Emu Point Café and Kiosk on December 2 (7 weeks). Duties include –

- Developing this business through concept, identity to operation.
- Using media and promotions for informing public of changes happening and creating expectation of new product and service.

Utilising consumer research, undertook to build customer service, product offering, brand development, identity and reputation as well as viability and sustainability.

In the role of Manager, Kate's duties include:

- · sets staffing levels and roles,
- staff rosters,
- ergonomic structure,
- · set opening and closing times,
- set menu range and price,
- · source regional produce and local producers,
- set standard of customer service,
- devised marketing plan and implemented,
- · assurance of health and safety standards,
- staff recruitment, training and management,
- development of aesthetics and venue appearance.

Jon Marwick

Since purchasing the original Emu Point Café business Jon has been instrumental in:

- Carrying out the redevelopment of infrastructure including the initial refurbishment of public eating spaces with a two day shut down / turn around to minimize service disruption.
- This simple refurbishment increased interior seating from an initial 16 to 30 as well as improving a run down aesthetic.
- Refitting the kitchen with equipment and fixtures that met Food Standards Australia requirements.
- Exceeding requirements and proactive development met with positive feedback from Rob Thacker – Health Inspector.
- The introduction of an oven to the kitchen space also allowed the Emu Point Café to produce a larger range of menu products.
- The continual development and improvement of both public and operational areas of the
 original Emu Point Café, including covering outside deck space to grow seating capacity
 and offer protection for clients.
- Proactive maintenance of all facets of the business ensuring the highest quality service is available at all times through amenity and product.
- Grow product and service range, including a thriving functions capacity after hours.

Jon (in liaison with Kate) has also been responsible for:

- The development of sound and rigorous financial systems and policies which have ensured the initial business was able to grow and remain strongly viable.
- Financial systems and policies include such approaches as monthly reviews, cost per item / price per item analysis, development plan for machine and equipment upgrade, ergonomic/ time /cost analysis of work spaces and systems.
- The provision of staff training modules and staff development systems to ensure excellence in customer service is being maximised.
- Monitoring customer feedback including complaints and compliments, working with a customer focus group and monitoring trends and patterns in the hospitality and tourism sectors.

Following the second stage purchase of the Goshyu Ya Japanese Restaurant and conversion into the current Emu Point Café, Jon oversaw:

- Gutting of the old spaces and complete refurbishment of all public areas, including the
 deck seating areas. (7 week turnaround) Increased seating capacity to 100+ with full
 capacity being serviced several times per week.
- The conversion of the original Emu Point Café area into a complimentary beach side kiosk servicing the family beachgoer during high tourist seasons.
- Refit and upgrade (continuous) of Emu Point Café kitchen so as to deliver fast, efficient, high quality food services and products.
- Proactive development of facilities to exceed Health and Safety standards.
- Ensure financial capacity and management to ensure this increased business is viable and sustainable in the long term.

Key outcomes from this work as above are:

- Increased the limited scope of hospitality service to the community and tourism market at Emu Point and within Albany.
- Increased seating capacity from 16 to 100+ with full capacity being reached and serviced several times per week.
- Developed a thriving and vibrant hospitality business which benefits local and regional suppliers and allied businesses directly through use of fresh local produce and wherever possible.
- Increased opening hours and calendar, providing a vital hospitality (food and beverage) venue for visiting tourists during public holidays, when many other like businesses are closed. (We remain committed to this approach for customer service reasons).
- Developed a reputation for good food and service and as a must do destination in Albany.
- Improved the profile, appearance and amenity at Emu Point, a popular tourist spot and community meeting place.
- Increased local employment (from 3 FTE to 16 FTE) with an equivalent increase in wages back into the local economy.
- Training of local staff to take ownership and pride in excellence with total customer focus.
- Constant staff development with a focus on customer service training with required qualifications for all staff an integral part of this system.
- The development of in house capacity (family and associates based) to respond quickly to maintenance, repair or development needs.
- The development of a business with an ethos of continual improvement and upgrade and with a policy to maximise energy efficiency and sustainability in all measures.

Attachment 8 (c) – Demonstrate sound business judgment and discretion

(please refer also to attachment 8 (b)

Sound business judgment and discretion

Example 1

Purchase of oven for Emu Point Café (stage 1)

In April 2009 we decided to purchase an oven with these outcomes in mind:

- 1. To improve the quality and variety of cakes and biscuits for sale.
- 2. To reduce the cost to the customer
- 3. To increase our margin on cakes
- 4. To reduce food miles. (A Queensland company has a large slice of the W.A. café cake market.)
- 5. To reduce supply fluctuations of locally made good quality cakes and biscuits.

Outcomes

Customers consistently express pleasure and satisfaction with the quality of the house made cakes. As reported by focus customers and by front of house staff.

In May 2009 and in May 2011, we calculated the cost per item of producing the cakes and determined the margin on house made cakes was higher than most other items.

In 2011 we have increased our capacity to produce cakes from the Kiosk kitchen and have achieved 100% in house cake production.

Customers complain when we have difficulty maintaining a good supply of house maid cakes

This example exceeded our expectations in terms of increasing margin per item. It has been in the mid to latter part of 2011 that we achieved 100% in house production and we expect it to show in the 2012 financials.

Example 2

The introduction of supervisory positions.

Intended outcomes

- 1. Reduce reliance on one or two key staff
- 2. Increase opportunities for training.
- 3. Multiskill staff
- 4. Further develop teamwork
- 5. Provide opportunities for progression
- 6. Reduce technical and supervisory duties for Kate

Outcomes

- 1. Improved staff morale and teamwork as described by team members at staff meetings
- 2. A greater range of team members who are able to make good coffee and work in the kitchen.
- 3. A more flexible workforce
- 4. Improved organization both in the kitchen and front of house.
- 5. Improved delegation skill by Kate
- 6. Increased time for Kate to manage the business and provide input into training.

Attachment 8 (d) – Demonstrate competency and proven track record of achieving outcomes

(please refer also to attachments 8 (b & c)

Achieving Outcomes

Example 1

The EPC business philosophy following the purchase of the head lease in November 2010 was to put turnover before profit.

The strategy was to build turnover and build customer loyalty and brand reputation while operating on a slim margin in the first year. Then concentrate on continuous improvement.

Finding efficiencies in process, in the management of labour, in refining processes and improving machinery and equipment

The stated aim for the year Dec 2010 to December 2011 was to achieve sales at between

\$ 1.0- 1.25 million.

The Outcome

Gross sales from December 2010 till 1 December 2011 \$ 1.45 million

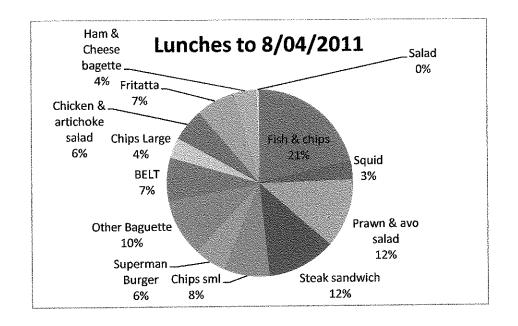
Example 2

The philosophy is to use local fresh products and locally roasted fair trade coffee. These ingredients are more expensive and may vary in quality due to season. The margin for EPC is consequently lower with greater risk.

Outcomes

EPC uses the following fresh local produce:

- All fish is locally caught and purchased through Great Southern Seafoods.
- All Squid is locally caught and purchased from Graham Kennedy
- The only coffee sold is Naked Bean Fair trade organic coffee
- EPC sold 16,600 cups of coffee between December 2010 and April 2011
- 21% of lunches were fresh local fish
- 1317 dishes of fish and chips sold between December 2010 and April 2011



Coffee & tea	to 8/04/2011
Flat white	5690
Cappuccino	4072
Latte	1263
Milkshake	779
Long black	921
Hot Chocolate	577
Iced coffee	720
Tea Pot for 1	515
Take away	259
long mac	237
Mocha	262
Chai latte	339
Pot for 2	351
Iced chocolate	195
Short Mac	84
babycino	180
Short Black	81
Pot for 3	19
affagatto	30
vienna	6
Iced mocha	31
Total	16611

Attachment 8 (e) - Operational philosophy

The Marwick Family Trust trading as Emu Point Café

- Strive to provide a unique customer experience with a distinctly Albany character. We aim to do this with efficient, friendly, timely and exciting service using good quality fresh local produce.
- Will maintain the highest standards of product quality, customer service and staff training.
- Embrace environmental sustainability. We minimize waste, optimize efficiency, recycle cardboard plastic and glass, collect and give away coffee grinds for compost and soil improvement and use food scraps for chicken feed and compost.
- Operate the philosophy that:
 - The development phase is about turnover before profit.
 - The adolescent phase is to build customer loyalty and brand reputation while operating on a slim margin and
 - The maturation phase concentrates on continuous improvement. Find efficiencies in process, in the management of labour, in refining processes and improving machinery and equipment

Business Objectives

- To operate an ethical, profitable, environmentally conscious, people focused business able to cope with fluctuations in demand and variations in supply of fresh produce.
- To provide the framework and opportunity required for the development of a successful business.
- To develop a culture of continuous improvement.
- To be creative and proactive in all aspects of the business.
- To develop a strong team based on interdependent working relationships.
- To provide opportunities for advancement and training for all team members

Key indicators:

- The kitchen will deliver food that is of consistent quality and quantity.
- Food orders are dispatched as quickly as possible. Customers will be informed of any possible delays.
- Beverages are of a consistent high quality delivered with efficient friendly service

- The Marwick Family Trust trading as EPC will provide customers with clean, safe, climate controlled and friendly environment.
- The Marwick Family Trust trading as EPC have a strong multi-skilled team of fulltime, part-time and casual staff

The hospitality business is very competitive and unforgiving, when there is a downturn in trade and threats to profitability are on the horizon we have these strategies in mind.

- Predict and be aware Regularly (fortnightly)check the bottom line
- Investigate alternatives and make changes
- Be proactive with marketing and product research
- Be consistent and thorough investigating possible ways to improve service and reduce costs
- React, research and recover.

Attachment 8 (f) – Complaints resolution process



Customer Complaints procedure

1. Purpose:

To provide employees with a way to handle customer complaints.

3. Procedure

Step 1: Distinguish between a complaint and constructive criticism

- A complaint is a direct negative statement made about the food, coffee or service.
- Concerns about delays in food or coffee orders on busy days are not complaints.
 Suggestions about improvements to the menu or comments that customers did not enjoy the food are not complaints. They should be recorded as feedback

Step 2: Register the complaint

- Tell your supervisor, fellow team member or manager as soon as possible.
- Fill out the complaints book held under the till alongside the diary or record in the diary the nature of the complaint your name the date and details of the customer (if available).

Step 3: Decide on what action to take

- If the complaint is about food or beverages "Emu Point Café is keen to refund or replace food or beverages". Try to be cheerful and apologetic at all times.
- For other complaints the supervisor or manager decides upon appropriate action and when it should be taken.

Step 4: Send response to complainant

- The manager will decide when and how to respond to more serious complaints
- A response will be prepared within 2 days

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Dispute resolution procedure

1. Purpose:

To provide employees with appropriate ways to resolve complaints and disputes involving them.

As far as possible, we wish to ensure a positive outcome for any complaint or dispute.

Effective guidelines for how we provide opportunities for resolving any problems, and how to deal with concerns about performance or conduct, will assist us to act fairly and maximize the likelihood of positive resolutions to these issues.

2. Our commitment

Emu Point Cafe is committed to providing our employees with appropriate opportunities to resolve disputes and have their concerns heard.

3. Procedures

3.1 Dispute resolution for all employees

Step 1: Register the complaint

The complaint is registered either verbally or in writing with the manager or director.

The manager confirms the complaint by discussing with the complainant and writing the key points.

If the matter is an allegation or concern about the employee, they will be informed within seven days of the matter coming to the attention of their manager.

Step 2: Investigate the complaint

 The manager, owner or director will discuss the complaint with all affected employees separately and present to each a definition of the complaint they agree on.

The Control of the State of the

- The complaint will be brought to the attention of the individual concerned in private.
- The person concerned is asked to propose a solution or resolution.
- The proposed resolution is communicated to the complainant.

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At this point the matter is considered finalized:

- if the employee is satisfied with the response to a complaint they have made, or
- in the case of allegations or concerns about an employee, if the manager is satisfied that all
 appropriate issues have been investigated and resolved.

Step 3: Review at a higher level of authority

When the employee is not satisfied with the investigation and proposed resolution of their complaint or of allegations against them, they can seek a further review of the matter by the owner or director.

Step 4: Formal external procedure

A formal external complaints procedure may follow Step 3 if the employee or volunteer is still not satisfied. EPC will engage a mediator or consultant.

Step 5:

Use what we learn from the process to inform training and development opportunities, all employee management processes, and other client and governance policies and processes, as relevant.

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The process will be summarized and recorded in the manager's diary.

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Attachment 8 (g) - Marketing concepts



Market overview

Marketing concept

EPC is a customer focused, market oriented business:

We try to understand the needs of the customers by asking them, listening to feedback and researching and investigating the nature of the market and trends in the industry. We use regular staff meetings and informal discussions to make sure information from customers is fed back and communicated to all.

EPC identifies the following as key factors in our business philosophy and marketing plan

- · Quality of product and Service.
- · Finding the right concept
- Identification of key characteristics of the market
- · Understanding of factors impacting on business activity
- Targeted promotion

Quality of product and Service

A good experience and customers return and recommend. Word of mouth advertizing is most influential with "locals" and tourists alike. Without consistent quality product and excellent service expect to fail.

Finding the right concept

- An imaginative, interesting and creative concept that is appropriate to and characteristic
 of the region is a key to attracting and retaining customers.
- Creating the atmosphere, ambiance, feel and mood that captures the imagination of, and meets the approval of, the target market is a basic requirement for survival

Key Characteristics of the Market

This section examines:

- 1. Tourist and Locals as important sectors of the market
- 2. Population demographics and the implications for the Café Restaurant market.
- 3. The impact of Albany's famous changing weather

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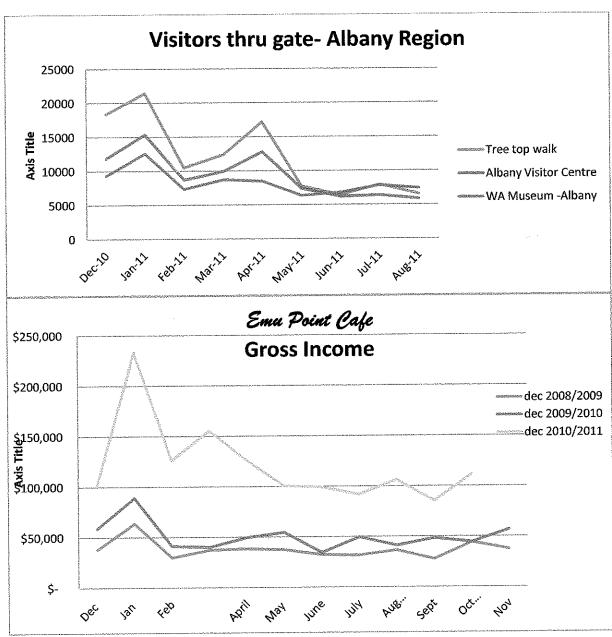
1. Tourists and Locals

The Café/ restaurant market can be divided into two distinct groups "locals/regulars" and tourists.

1.1 Tourists

The top leisure activity of tourists to the Southwest is to "Eat out at Restaurants". Ninety two (92%) of international visitors had this as their number 1 activity. (Source: Australia's South West – YE Dec 2008/09/10. *Tourism Western Australia*)

The graphs below demonstrate the positive correlation between visitor numbers to the region and Emu Point Cafe gross income. Source: Tourism Western Australia





Growth in visitor numbers to the Albany region has been in the order of 6% in each five year period. Steady but modest. (Source: City of Albany Tourist and accommodation Planning Strategy 2006)

This is a touch lower than the expected population growth 1.56% per annum or 7.8% for a five year period (see below).

Our hunch is that tourist numbers have fallen in 2011 due to the strength of the Australian dollar and the uncertain economic stability of some European economies. Our networking contacts report a depressed retail sector in Albany in 2011, especially those reliant on the tourist trade.

The tourist season in Albany is relatively short December to Easter (April). To most effectively service this market and capitalize on the season well established practices, good planning and hard work is required.

Our experience suggests that reputation, location and consistency of quality are the best marketing.

Promotion strategies for the tourist market (in order of priority):

- 1. Online presence using Albany Gateway, Facebook, own website and other eating out guides.
- 2. Networking with local businesses especially those providing tourist accommodation.
- 3. Brochures at the Tourist bureau.
- 4. Fliers at local tourist accommodation places.
- 5. Advertize in Albany tourist publications
- 6. Regular spot in the local newspaper.



1.2 Locals

Background: 2011 experience at EPC

- Held off on promotion and advertizing for the first month as we got our systems sorted and quality consistent.
- Trade grew to capacity with no advertizing. We assume word of mouth informed the market. Established Facebook page and joined Albany Gateway in July to provide an online presence.
- Ongoing strategy is to continue to concentrate on providing quality product and service and become more active with our online presence. Target promotion to the areas operating below capacity - such as functions.

Future promotion strategies for the local trade given successful application

- 1. Focus on providing customer service and product quality at a reasonable price
- 2. Continue the development of business plan
- 3. Engage marketing consultant to develop branding, image and promotion strategies
- 4. Further develop online presence through; Social media: Face book, twitter & blogging on webpage to describe upcoming events,
- 5. Newspaper advertizing
- 6. Opening night event



2. Population demographics and the implications for the Café restaurant market.

2.1 Population Growth

For the City of Albany there is a projected population growth from 31,547 in 2006 to 41,416 in 2026 – an average growth rate of 1.56% per annum. The ABS estimate for Albany in 2010 is 36,042. Actual growth 2006 to 2010 is 1.85%. See chart below.

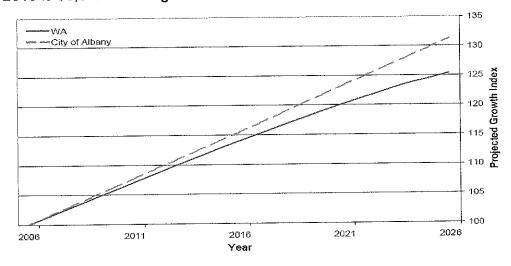
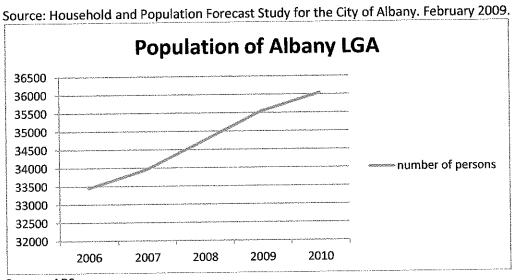


Figure 1. Projected population growth in WA and City of Albany between 2006 and 2026.





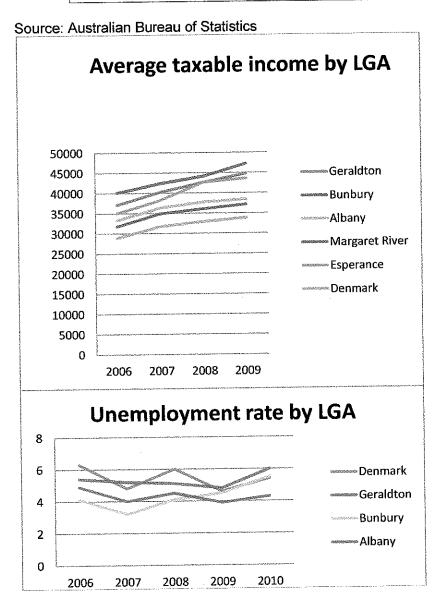
2.2 Relative affluence

The table below and following charts show the Albany locals to have lower taxable income that the averag Western Australia.

The unemployment rate is low and relatively stable.

Taxable Income comparison for Albany, Fremantle and W.A.: Average taxable income (taxable and non-taxable individuals) 2009

Albany	\$38363
Fremantle	\$53699
Western Australia	\$47869





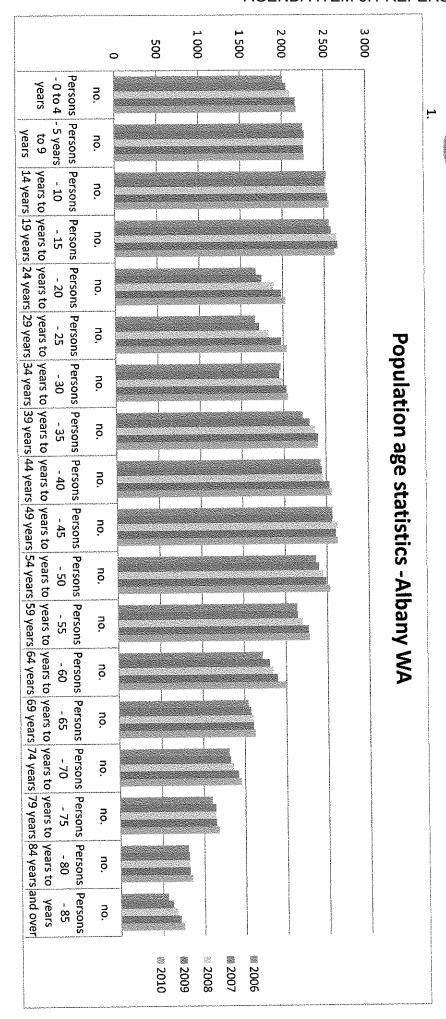
2.3 Demography

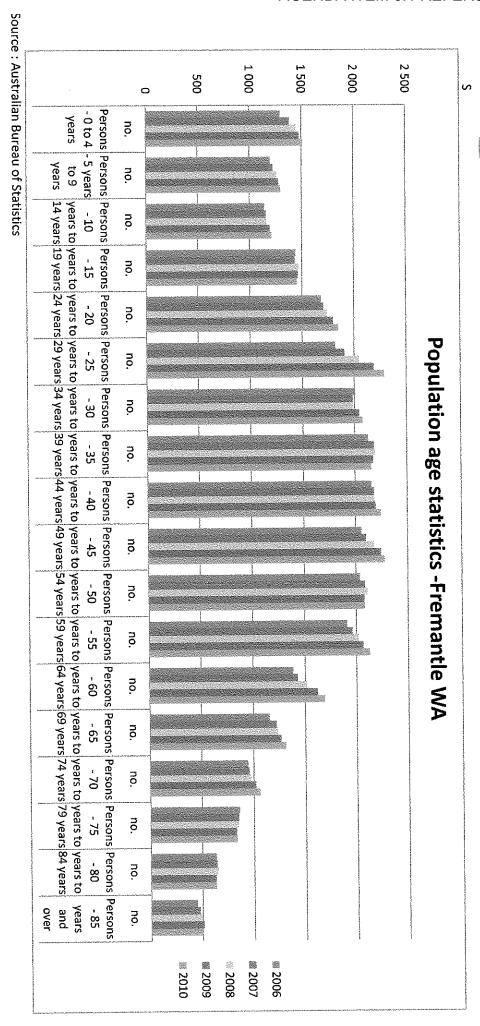
Population age statistics are presented below.

Albany has a reduction in the persons from 18 to 35 living in the region compared to those 15 to 19. This reflects the movement away from Albany for education and employment of this age group (looks like they go to Freo).

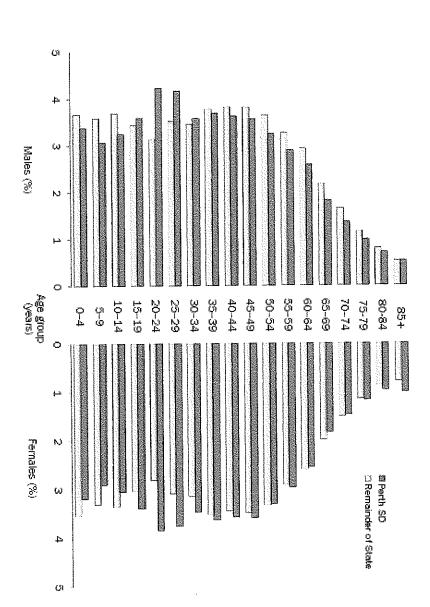
The figures also show the higher proportion of persons over 65 living in Albany compared to Fremantle or Western Australia as a whole.

Source Australian Bureau of Statistics









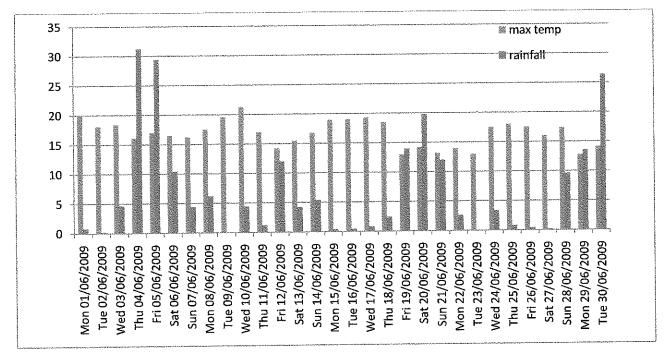
AGE AND SEX DISTRIBUTION (%), Western Australia - 30 June 2010

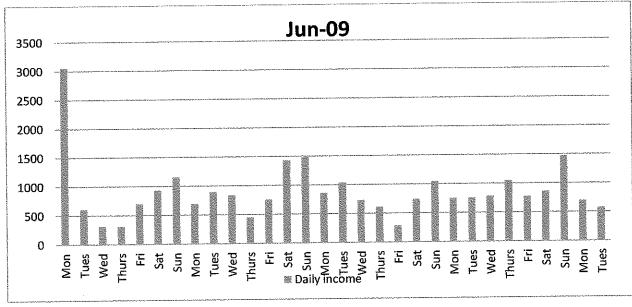


3. Albany's famous winter weather and the impact on Beach Café trade

Relationship between weather and daily Income has been noted by all at EPC and is demonstrated below with figures from June 2009.

We are monitoring staffing ratios for these times and need to adjust opening hours and days to suit.







Market implications...and a few other bits

- 1. The population growth projections and the high percentage of retirees suggest the Café market is stable in the short term and expanding in the long term.
- 2. The relatively lower average taxable income of Albany residents suggests they will be more price sensitive than their Fremantle, Bunbury and Geraldton counterparts.
- 3. The lower numbers of 18 to 35 year olds in Albany compared to other Cities indicates the entertainment/ bistro/ hotel market may be more competitive in Albany than in other parts of W A
- 4. There has been an increase in the proportion of 18 to 35 year olds living in Albany from 2006 to 2010 indicating a slowing in the "move away" of this age group. Steady growth in the higher end entertainment, food and beverage market is anticipated.
- 5. The tourist market is very seasonal and requires forward planning
- 6. Finding and keeping staff, particularly in the non holiday time, will be competitive and remain a key element of pricing

Attachment 8(h) - Products and services anticipated to be supplied

Middleton Beach/ Beachside Café supplies good coffee, cool drinks and quality fast food including

icecreams, fish and chips, baguettes., pies and sausage rolls, freshly made salad rolls and sandwiches.

See attached proposed menu for 17th December

The Beach bar and bistro

Sample menu's attached

beach bar and bistro.com

Example Wine & Beer List

The beach bar and bistro has a wide range of beer and wine available, our wine list was created with such love and care..

beer, beer and more beer, beers from over 30 different breweries from Albany to Albania.

There is something to suit every palate and pocket so just ask our bar staff to help you find your perfect drop......

after a vintage wine, see our Cellar list +10 yrs

the Deach bar and bistro.com

bubbles!

Palandri Vita Novus" '09 Sparkling Blanc de Blanc Sparkling Chard

Frankland River WA \$7 | \$32

ad hoc NV sparkling chard | pinotgorgeous new sparkling by larry cherubino one of WA's best pemberton WA \$ 7.5 / \$39

ninth 9 island NV sparkling chard | pinot noir | meunier tamar valley TAS \$ 7.5 / \$40

Evans & Tate NV sparkling chardonnay/chenin blanclight refreshing style, slightly sweet margaret river \$32

beach bar and bistro.com

White!

dukes 'great southern' riesling '10top marks : flowery, fragrant spicy delicate lime juice palate porongurups WA 35

x a nadu semillon '09another Margaret River gem! margaret river 40

montgomery's hill 10 sauvignon blanc ... albany's chirpiest easy whites.. enjoy ...albany wa \$6.5 \$23

bird in hand sauvignon blanc'10 the region is renowned for producing Australia's premium sauv blanc adelaide hills 37

cherubino sauvignon blanc '09 by Larry Cherubino - cool climate SB at its best - powerful, intense pemberton WA 46

cloudy bay sauvignon blanc '09 > '10this is one of the first classic NZ SB's -always great! marlborough NZ 49

Happs "PF white" chardonnay '10 § Preservative freefrom one of Margaret River's classic wineries margaret river 32

AGENDA ITEM 6.1 REFERS

spinifex rosé '10 grenache with cinsault + mataro barossa v. SA 35
"2008 Young Gun" Pete Schell's gorgeous '09 rosé - the savoury dry style that he's
become so famous for this has it all: aromatics, texture, spice, juicy fruit, great body -enough weight to go
with most dishes.

beach bar and bistro.com

Red!

Wignalls - pinot 10 - Albany celebrity wine 'will not dissapoint' gls 9 / 40

Three Boys !burnside organic farm" 2006 zinfandel CERTIFIED ORGANIC Bio-dynamic practices Jamie & Lara Metcalf Margaret River \$7 | \$35

Hand picked fruit on a waxing moon, fruit day sign of the moon astrology calendar.

Their front paddock with Karri loam soils

gives the wine its seductive rich berry fruit flavours. A similar climate to the grape's original home it Puglia, Italy

Mad Fish 2008 !sideways" cabernet merlot Classic Margaret River blend from local

Howard Park winery Margaret River \$6.9 | \$35

Great little quaffer with an attractive, floral lift. Has cabernet's structure & tannins - and smooth ripe merlot ... sweet & fleshy texture. Delicious!

both barrels shiraz '05 shiraz by local wine guru Fletch..... And its smokin' - good one

Fletch frankland river WA 45

AGENDA ITEM 6.1 REFERS

picardy shiraz '07 for lovers of wines with some funk! ...earthy, spicy, meaty - from one of WA's renowned small family wineries pemberton WA 40

voyager estate "girt by sea" cab | merlot '08 margaret river 39

bird in hand "nest egg" cabernet sauvignon '05 Intensely focused & precise cab adelaide hills SA 70

" ...complex with distinct savoury/black olive overtones. Excellent 93pts." -- James Halliday

poliziano *chianti* '07 *tuscany* (*docg*) sangiovese, calnaiolo nero, malvasia & trebbiano - expressive, supple, fruity 35

the Deach Dar and bistro.com

beer, beer, beer

on tap

JAMES SQUIRE Pale Ale 150 Lashes (NSW)

JAMES SQUIRE Golden Ale (NSW)

BOAGS DRAUGHT Lager (TAS)

HAHN SUPER DRY Full Strength - Low Carb (NSW)

AGENDA ITEM 6.1 REFERS

in bottles

TANGLE HEAD great white pointer wheat beer

MARGARET RIVER ALE Co. White Ale Wheat Beer

SWAN DRAUGHT Lager (WA)

CARLTON DRAUGHT Lager (VIC)

COOPERS Pale Ale (SA)

LITTLE CREATURES Bright Ale (Fremantle WA)

HEINEKEN Lager - Origin: Holland (Brewed in AUS)

ROGERS Little Creatures - Mid Strength (Fremantle WA)

KOSCIUSZKO Pale Ale (Jindabyne NSW)

FIVE SEEDS Apple Cider (NSW)

WEIHENSTEPHANER Wheat Beer (Germany)

JAMES SQUIRE Orchid Apple Cider (NSW) - *NEW

beach bar and bistro.com

Bar Snacks

Available 11:30am - 9:30pm

Fat chips w sweet chill or paprika aioli 7

Grilled Margaret River Venison Chorizo w Lemon 7

Spiced meatballs w rich tomato sauce 8

Chicken liver parfait w grilled Bread 8

Cheese board w toasted bread, quince paste & olives 12

Seasonal.....

Fresh Albany Rock Oysters

Natural w lime 2.8

Kilpatrick 3.2

beach bar and bistro.com

Lunch

Available 1130 am - 3 pm

Steak sandwich w French fries 17

Grilled local fish burgers w fries 18

Marinated chicken salad w roasted peppers & feta 16

Lentil burger w beetroot relish 15

Toasted Panini, local char-grilled asparagus, goats cheese and olive tapenade 13.5

Thai prawn chilli salad 17.5

the Deach Dar and bistro.com

530 - 930

dinner

Famous local salt and pepper squid w lime aioli 21

Butterfield beef Scotch fillet steak w fries and béarnaise sauce 25

Chicken and lentil curry 19

Pumpkin and pine nut risotto 14.5

Attachment 9 (a) – Staffing levels and role of staff

Organizational structure	
Trustees –	Jon Marwick and Kate Marwick
Proposed management advisory group:	Beneficiaries and Trustees of the Marwick Family Trust plus Laurel Marwick, Rachael Wilsher- saa, Kathy Brown
Manager/ CEO	Kate Marwick
Office administration, bookkeeping and finance:	(Jon) to be appointed
Bookeeping – Under review -to be part of the above position	Albany Confidential
Building maintenance, cleaning, supply coordination, project management of refurbishment	(Jon Marwick/ Isaac Marwick) To be appointed.
Personnel management	Kate Marwick

Staffing levels and role of staff

Middleton Beach Kiosk

Staffing levels indicative only subject to change and related to the daily fluctuations in customers.

Position	Roles
Supervisor from EPC staff 1.FTE	Supervise and train team members Rosters Carryout all duties required to operate kiosk included but not limited to: Make coffee, order supplies, cleaning, run coffee, clear tables, attend to customer queries
Fulltime/ part-time Food and Beverage attendant Grade 2 1 FTE	Undertaking general waiting duties of both food and/or beverage including cleaning of tables Receipt of monies Attending a snack bar Engaged on delivery duties
Fulltime / Part-time Food and Beverage attendant Grade 1 0.5 FTE	General assistance to food and beverage attendants of a higher grade not including service to customers Removing food plates Setting and/or wiping down tables Cleaning and tidying of associated areas
Casual Food and Beverage attendants Grade 1 or 2 Junior and introductory 1 or 2 FTE	As described above

Implementation Plan

- 1. Appoint Middleton Kiosk Supervisor from existing staff
- 2. Bring 3 trained from Emu Point Café add 3 additional casuals.
- 3. 6 new appointments to replace EPC staff.
- 4. New appointments to "try out" at EPC Kiosk for half a day prior to 16th December for induction and training

Staffing levels and role of staff

The Beach bar & bistro

This table and its contents are indicative only.

Position	Roles
Manager Kate Marwick	Pragmatist, organizer, planner, facilitator
Approved manager 2 FTE	Must have the following training UNRESTRICTED MANAGER APPROVAL - applicants must successfully complete the Course in Liquor Licensing (52065). RESTRICTED MANAGER APPROVAL - applicants must successfully complete the nationally accredited Provide responsible service of alcohol (SITHFAB009A) course. Supervise RSA General duties
Chef 1 FRE	Design menu Prepare food Organize kitchen processes Manage staff Determine staff numbers
Sous-Chef 1 FTE	As per chef
Kitchen Attendant Grade 1 (Level 1) 0.5 FTE	General cleaning duties within a kitchen or food preparation area and scullery, including the cleaning of cooking and general utensils used in a kitchen and restaurant Assisting employees who are cooking Assembly and preparation of ingredients for cooking
Supervisor front of House 1.FTE	Supervise and train team members Rosters Carryout all duties required to operate kiosk included but not limited to: Make coffee, order supplies, cleaning, run coffee, clear tables, attend to customer queries

FOOD AND BEVERAGE ATTENDANT GRADE 3 (LEVEL 3) 2 or 3 FTE	Supplying, dispensing or mixing of liquor including the sale of liquor from the bottle department Assisting in the cellar or bottle department, where duties could include working up to four hours per day (averaged over the relevant work cycle) in the cellar without supervision Undertaking general waiting duties of both food and liquor including cleaning of tables Receipt and dispensing of monies Engaged on delivery duties
Fulltime/ part-time Food and Beverage attendant Grade 2 1 or 2FTE	Undertaking general waiting duties of both food and/or beverage including cleaning of tables Receipt of monies Attending a snack bar Engaged on delivery duties
Fulltime / Part-time Food and Beverage attendant Grade 1 1.5 or 2 FTE	General assistance to food and beverage attendants of a higher grade not including service to customers Removing food plates Setting and/or wiping down tables Cleaning and tidying of associated areas
Casual Food and Beverage attendants Grade 1 or 2 Junior and introductory 1 or 2 FTE	As described above

Attachment 9 (b) – contingency measures or backup staff resources

Our contingency plans are based on the following strategies:

- Keep an updated database of past staff and those who recently enquired for work
- Use online presence such as facebook to build the database of potential employees
- Having two complementary businesses will enable flexibility. They provide backup staff resources for each other.
- Multi-skill all staff by providing training and support.
- Have clear processes in place and descriptions of roles
- Simplify job roles as far as practical
- Have a large pool of staff
- Optimize the fulltime part-time casual ratio
- Treat all staff with dignity and respect
- Pay the award rate

Experience to date is that satisfied happy employees recommend the business as employees and provide a ready pool of replacements.

Satisfied happy employees provide excellent customer service

Attachment 9 (c) - Financial profile & referees

Please find enclosed

- 5.1. List of assets and liabilities for Jonathan Marwick and Kate Marwick
- 5.2. Financial Statements for the year ending 30 June 2011 prepared for the Marwick Family Trust trading as Emu Point Café
- 5.3. Explanatory note for the above financial statements
- Pre approved loan. Loan agreement between Laurel Marwick and the Marwick Family Trust (Please ring Laurel if clarification is required 0898412427)
- 5.5. Valuation statement for share portfolio as at September 2011
- 5.6. Tax invoice for share portfolio including total portfolio valuation
- 5.7. List of financial referees
- 5.8. Indicative setup costs

Jonathan Marwick

Assets and Liabilities as of 21st November 2011

Current Assets	Va	lue
House and Land at Lot 7 Collingwood RD	\$	500,000
House contents	\$	30,000
Motor vehicles Hyundai hatch/ Subaru ute	\$	2,500
Loan to Marwick Family Trust	\$	98,300
Cash at Bank	\$	1,085
Machinery and equipment held at Lot 7 Collingwood RD	\$	12,000
Total	\$	643,885
Current Liabilities	\$	180,001
Bankwest Home loan	-	47,515
Bankwest Home improvement loan	\$ •	•
Personal credit card	\$	5,744
Total	\$	233,259
Current equity	\$	410,626

Kate Marwick

Assets and Liabilities as of 21st November 2011

Current Assets	Va	lue
House and Land at 357 Ulster Rd Albany in common with Nat	\$	460,000
House contents	\$	35,000
Motor vehicle Nissan Patrol	\$	20,000
Cash at Bank	\$	1,085
Total	\$	516,085
Current Liabilities Westpack Home loan	\$	435,000
Total Current equity		435,000 81,085

5.2.1

Notes to be read in conjunction with the enclosed financial statement.

Profit and loss year ended 30 June 2011

Rent

Total rent paid is \$19249

The head lease was purchased from Walker Paddon in November/ December 2010 for \$150,000 plus legal costs of \$14000. This was effectively lease paid in advance until the lease expired in December 2013.

My best calculation is that the loan repayment for the head lease and ongoing leasehold improvements equate to lease payments of \$70000 per year.

Current leasehold improvement Nov/ Dec 2011 is the replacement of cool room. Budgeted cost \$12000.

(Required to replace inefficient and insufficient room. It fails to keep within the prescribed temp on warm days and is thus a food safety risk)

Please note plant and equipment purchases in the attached accounting depreciation schedule.

Target gross income for the 12 months December to December was \$M1.25.

At this stage anticipated \$M1.46 (mid Nov 2011)

Jon Marwick

Finance

MARWICK FAMILY TRUST trading as EMU POINT CAFE TRADING STATEMENT FOR THE YEAR ENDED 30 JUNE 2011

2010 \$		2011 NOTE \$
481919	TRADING ACCOUNT Sales	1030805
5991 229333 84	LESS COST OF SALES Opening Stock Purchases Freight	10000 404672
235408 10000 225408	Closing Stock	414672 12132 402540
256511	TOTAL TRADING PROFIT	628265

MARWICK FAMILY TRUST trading as EMU POINT CAFE PROFIT AND LOSS STATEMENT FOR THE YEAR ENDED 30 JUNE 2011

2010 \$		NOTE	2011
256511	INCOME Gross Profit Trading Interest Received Rental		628265 1661 19091
256511	TOTAL INCOME		649017
	EXPENSES		4000
_	Accountancy		4000
820	Advertising and Promotion		1643
286	Bank Fees and Sundries		539
2534	Bookkeeping		11063
_	Borrowing Expenses		929
1974	Cleaning		4291
3301	Credit Card Merchant Fees		6106
11327	Depreciation		21806
14134	Electricity and Gas		21577
_	Entertainment		2525
480	Formation Expenses		
7191	Insurance		10672
1502	Interest		3534
1422	Internet		890
12652	Kitchen Supplies		12188
-	Legal Expenses		12455
-	Licences		767
638	Newspapers & Magazines		11271
2529	Rates		6399
21463	Rent		19249
2370	Repairs and Maintenance		20060
1157	Staff Amenities		1050
835	Stationery and Incidentals		11628
145	Subscriptions		1713
-	Superannuation		28017
3911	Telephone		4596
1234	Travelling		2187
866	Uniforms		1255
136705	Wages		390412
2845	Waste Disposal		4894
5370	Wrappings		1934
237691	TOTAL EXPENSES		619650
18820	OPERATING PROFIT		29367

The accompanying notes form part of these financial accounts Refer compilation report attached. SMITH THORNTON

MARWICK FAMILY TRUST trading as EMU POINT CAFE PROFIT AND LOSS STATEMENT FOR THE YEAR ENDED 30 JUNE 2011

2010 \$		NOTE	2011
	NON-OPERATING INCOME AND EXPENSES		
-	Loss on Sale of Fixed Assets		5775
18820			23592
18820	Other Appropriations Income Applied to Beneficiaries		23592
-	ACCUMULATED PROFITS AT THE END OF THE FINANCIAL YEAR		

MARWICK FAMILY TRUST trading as EMU POINT CAFE BALANCE SHEET AS AT 30 JUNE 2011

2010 \$		2011 NOTE \$
	TRUST CAPITAL	
10	Settlement Sum	10
	REPRESENTED BY	
59763 17504	PROPERTY PLANT AND EQUIPMENT Plant and Equipment at Cost Less Accumulated Depreciation	160958 36491
42259	Leasehold Improvements at Cost Less Written off	124467 11591 87 ———————————————————————————————————
42259		135971
57805 	INTANGIBLE ASSETS Goodwill at Cost Head Lease Purchase	57805 175788 ——————————————————————————————————
10	CURRENT ASSETS Cash	10
4334 10020	Cash at Bank Bankwest Business Account Bankwest Savings Account	16415 10020
14354	Debtors	26435 4563
13866 10000	Beneficiaries' Loans Stock on Hand	12132
38230		43140
138294	TOTAL ASSETS	412704

The accompanying notes form part of these financial accounts Refer compilation report attached. SMITH THORNTON

MARWICK FAMILY TRUST trading as EMU POINT CAFE BALANCE SHEET AS AT 30 JUNE 2011

2010 \$		NOTE	2011
3525 8619 2576 4426 3158 4373 26677	CURRENT LIABILITIES Beneficiaries' Entitlements Bankwest Mastercard Creditors Superannuation Payable PAYG Withholding Payable GST Payable ATO Running Account Balance		25332 8982 - 11088 8043 23418 - 76863
- 111607 - 111607	NON-CURRENT LIABILITIES Bank Loans BankWest Loan Account Loans Related Persons Jonathan Marwick Laurel Marwick		95224 122607 118000 240607
1 <u>11607</u> 10	NET ASSETS/(DEFICIT)		335831

AGENDA ITEM 6.1 REFERS

Marwick Family Trust (3309)
Accounting Depreciation Schedule - Detailed
Period 1/07/2010 to 30/06/2011

028 029 030 031	026 027	025	024	023	022	021	020	019	018	017	016	015	014	013	012	011	010	009	008	007	006	005	004	003	002	001	674	Asset Code	
MACHINE INSECT UNIT ARMCHAIRS - CHOCOLATE (40) DURATOP 700mm (6) ASTORIA 4 BASE ALUMINIUM (9)	CONVERSION BOEMA CLASSIC COFFEE	REFRIGERATOR 2 DOOR	DEEP FRYER - GOLDSTEN FRG24	FITTINGS, BENCHES & SHELVING	FURNITURE	DEEP FRYER - LARGE	8 BURNER STOVE AND OVEN	COOLROOM	COFFEE MACHINE	CASH REGISTER	BENIRE	GRILL	DEEP FRYER - SMALL	REFRIGERATION	FREEZER - SMALL	FREEZER - LARGE	KITCHEN IMPROVEMENTS	STOVE AND INSTALLATION	FIXTURES & FITTINGS ON	OFFICE ITEMS UNDER \$1,000	OFFICE EQUIPMENT	CROCKERY ITEMS UNDER \$1,000	CHINA & CROCKERY	COFFEE MACHINE	KITCHEN ITEMS UNDER \$1,000	PLANT & EQUIPMENT ON PURCHASE	Plant and Equipment at Cost	Description	
30/09/2010 25/10/2010 25/10/2010 25/10/2010 25/10/2010	20/09/2010	20/09/2010	01/07/2010	08/10/2010	08/10/2010	(30/06/2011) 08/10/2010	08/10/2010	08/10/2010	(30/06/2011) 08/10/2010	(30/06/2011) 08/10/2010	(30/06/2011) 08/10/2010	08/10/2010	08/10/2010	08/10/2010	08/10/2010	08/10/2010	30/01/2010	30/09/2009	03/03/2009	30/06/2009	16/02/2009	30/06/2009	06/04/2009	25/05/2009	30/06/2009	17/02/2009		Private Acq. Use % (Disp)	Pen
288 3,560 510 621	3,000	500	3,775	3,146	3,146	1,573	4,718	4,718	786	786	786	472	786	393	629	786	3,730	7,110	9,310	362	1,818	937	2,400	6,850	2,246	25,000		Original Cost	Period 1/0//2010 to 30/06/2011
	j 1	ı	r	1	1	ſ	i	1	1	ı	ı	1	ı	ı	J	1	3,419	6,043	8,623))) 	927	398	1,020	3,493	1,336	17,000		Opening W.D.V.	30/06/2011
288 3,560 510 621	3,000	500	3,775	3,146	3,146	1,573	4,718	4,718	- 786	786	786	472	786	393	629	786		ı	E	1	ı	1	ı	I	ι	ì		Additions (Disposals)	
	1 1	ı	i	1	1	r	(4,030)	r	1	(671)	(671)	(403)		ı	ı	ı	ı	į			1	ı	1	1	1	ı	-	Profit (Loss) On Sale	
20.00 D 25.00 D 25.00 D 25.00 D 25.00 D	20.00 D		20.00 D	10.00 D		20.00 D	20.00 D	20.00 D	20.00 D	20.00 D	20.00 D	20.00 D	20.00 D	20.00 D	20.00 D	20.00 D	20.00 D	20.00 D	ע 100.0			50.00 D	50.00 D	40.00 D	30.00 D	20.00 D		Depn Method	
43 607 87 106	934	78	755	229	573	229	688	889	115	115	115	69	115	57	92	115	684	1,209	451	` ' '	371	199	510	1,397	401	3,400		YTD Depreciation	
245 2,953 423 515	691 2,066	422	3,020	2,917	2,573	1,344		4,030	671	ı	,	,	671	336	537	671	2,735	4,834	8,192)	556	199	510	2,096	935	13,600		Closing W.D.V.	

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Marwick Family Trust (3309) Accounting Depreciation Schedule - Detailed Period 1/07/2010 to 30/06/2011

AGENDA ITEM 6.1 REFERS

			Feriod 1/07/2010 to 30/06/201	0 30/06/2011					
Asset Code	Description L	Private Acq. Use % (Disp)	Original Cost	Opening W.D.V.	Additions (Disposals)	Profit (Loss) On Sale	Depn Method	YTD Depreciation	Closing W.D.V.
674	Plant and Equipment at Cost								
032	KITCHEN MIXER	02/11/2010	590	1	590	1	Q 19.99	260	330
033	BUGATTI 2 SEATER SOFA (2)	08/11/2010	1,854	1	1,854	1	25.00 D	298	1.556
T 034	BUGATTI 3 SEATER SOFA	08/11/2010	1,363	ı	1,363	t	25.00 D	219	1.144
J 035	COFFEE TABLES & CHAIRS - WHITE	10/11/2010	1,363	I	1,363	ı	25.00 D	218	1,145
036	CAKE DISPLAY - THERMATECH SG120fAX	10/11/2010	4,060	ľ	4,060	ı	20.00 D	518	3,542
780 -	FOOD DISPLAY - HEATED - THERMATECH SC120FE	10/11/2010	3,228	1	3,228	ī	20.00 D	412	2,816
920 -	SPINDLE BACK CHAIRS (6)	12/11/2010	580	1	580	,	25.00 D	92	488
039	BAR FRIDGE 2 DOOR BLACK MAGIC	19/11/2010	1,200	I	1,200	1	20.00 D	147	1,053
040	TABLES & CHAIRS	25/11/2010	3,107	r	3,107	1	25.00 D	464	2,643
041	6 BURNER GAS OVEN GOLDSTEIN	26/11/2010	5,055	1	5,055	t	20.00 D	601	4,454
042	GAS GRIDDLE TOASTER - GOLDSTEIN GPGDBSA-24	26/11/2010	3,335	I	3,335	•	20.00 D	397	2,938
043	TOASTER ROBAND CGS810	26/11/2010	816	٠	816	ı	0.599 D	323	493
044	JUICER CEADO ES500	26/11/2010	2,685	1	2,685	1	06.67 D	1,064	1,621
045	POS SYSTEM	26/11/2010	6,831	F	6,831	1	20.00 D	812	6,019
046	SECURITY SYSTEM	29/11/2010	1,364	r	1,364	1	30.00 D	240	1,124
047	COUNTER AND BENCHTOPS	29/12/2010	2,530	J	2,530	•	20.00 D	255	2,275
048	KITCHEN SCALES	06/01/2011	135	1	135	1	0 L9.99	43	92
049	SAFE	10/01/2011	905	1	905	ı	20.00 D	85	820
050	WATER FILTER	17/01/2010	1,818	ı	1	ı	20.00 D	1	1
1 051	DISHWASHER ESWOOD ES50	11/02/2011	6,780	1	6,780	ı	25.00 D	650	6,130
052	BLINDS SUPERTHIN 1500mm (2)	09/11/2010	1,273	Ī	1,273	1	10.00 D	82	1,191
H Less Disposals			146,432 6,762						
N 4			139,670	42,259	84,851	(5,775)		21,719	919,66
684 L001	Leasehold Improvements at Cost LIGHTING	st 01/11/2010	1,232	1	1,232	r	2.50 D	20	1.212
Z007 F	FLOOR TREATMENTS	19/11/2010	4,364	•	4,364	1	2.50 P	29	4,297
			5,596	0	5,596	0		87	5,509
TOTAL			145,266	42,259	90,447	(5,775)		21,806	105,125

! Impairment or Revaluation during the year. See Impairment and Revaluation Transactions report for details

AGENDA ITEM 6.1 REFERS

Attachment 5.35

1 December 2010

Between

Laurel Marwick

And

Marwick Family Trust

Loan Agreement

Easy Legal Online Pty Ltd

A.C.N 118 763 894 www.easylegalonline.com.au

Loan Agreement

Laurel Marwick of 50 Rowley St, Albany, Western Australia lends \$190,000.00 to the Marwick Family Trust of Lot 7 Collingwood Rd, Albany, Western Australia at an interest rate of 9.0% per annum, accruing daily until this loan is repaid.

This loan is for 4 years to be repaid according to the following terms.

Commencement of repayments Jan 2014

Payments are to be a minimum of \$4000 as amortized monthly repayments continuing until the loan is fully repaid.

Dated 21/11/2011

1

Code

Security Name

Quantity

Mrs Laurel June Marwick Portfolio Details as at: 30 September 2011 Adviser Name - Eddy Orzel Account No. - 2234271

VALUATION STATEMENT

Cost Price		
Total Cost		
Market Price		
Market Value	I	
Pct. Assets	PATERSO	
Est. Yield	O NS	
Est. Annual		1
l 1 RE	FERS	

TOTAL PORTFOLIO		COMMONWEAL) IT DAINK,	COMMONWEALTH BANK	UNSETTLED DIVIDENDS	ACCOUNT.	MACQUARIE CASH MANAGEMENT	CASH AND EQUIVALENT		BWP TRUST ORDINARY UNITS FULLY PAID	PROPERTY		WOW WOOLWORINS LIMITED TO THE		WEGGANACTO TANTON TO THE TOTAL OF THE TANTON TO THE TANTON	TIC TO LINIO CONTINUE TO THE C		MAB MATTONIA MEDICAL			BURDA BIIRI ESON ENERGY OUTTON EVOTOTION	BHR BILLION LIMITED	ITIES
	1	-			のでは、1、1月27年の日の日本では、10年の日本では、10年の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の		1	•	13,200.00 1.127	ļ	ľ	32.00 29.158		9 	170.00 118.649							
342,622.57	2,173,40	2,152.60	20,80		30.326.79	30,326,79	N. C.	14.870.28	14,870.28		295,252.10	933.07	159,655,49	17,400.00	20,170.33	9,647.82	26,143.00	31,608.07		4,790.10	24,904.22	
					等人等人要用人的				1.700 3.48%			24,860	31.590		61.800	22.370	0.014	45,550	0.006	0.036	35,020	
646,339.69	2,173,40		20.80	20,220.79	30 376 7D	30 326 79		22 440 nn	22,440.00		591,399.50	795.52	477,893.52	15,872.00	10,506.00	8,545,34	2,800.00	52,154.75	37:15	1,783.22	21,012.00	
100,00%				4.71%		4.71%	0.70	2 /00/	3,48%		91.81%	0.12%	74.19%		1.63%	1,33%	0,43%	8.10%	0.01%	0.28%	3.26%	
4,99				4./5		27n	7.01	301	7.01		4.94	4,91	4.75	9,03	1.81	7.24	0.00	7.03	0.00	0.00	2.80	
32,237.79				1,440,52	1,740.52	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1,5/2,14		1,572,14		29,225,13	39.04	.			618.84	0.00	3,664.00	0.00	0.00	587.67	

No warrany is made as to the securacy of the supplied information.
All Information and advice is confidential and for the private information of the person to whom it is provided without any responsibility or liability on any account whatsoever on the part of this firm or any other member or employee thereof.

Patersons Securities Limited ABN 69 1018 806 311 ATSL No. 229 152

Page 1 of 1

Income Annual

Assets

Yield

Attach went 5-4

GENDA ITEM 6.1 REFERS

ACCOLADE

TAX INVOICE

From 1 July 2011 to 30 September 2011

Mrs Laurel June Marwick Account No. - 2234271 Adviser Name - Eddy Orzel

Fee calculation

For the Period Ended 30 September 2011 Fees Charged for 92 Active Days

Total Portfolio Valuation as of 30 September 2011

\$644,166.29

\$644,166.29

\$112.50 Base Fee \$1,449.37 644,166 @ 0.90 % per annum (exclusive of GST)

Quarterly Management Fee

\$1,561.87

GST

\$156.19

Total Quarterly Fee

\$1,718.06

Fees are Tax Deductible in most instances. Please contact your tax adviser to determine if this is the case for you.

Please note that these fees will automatically be deducted from your linked Patersons cash account or Direct Debit Facility. If you do not have either of these in place please arrange to send funds within 14 days

5.5 List of Financial Referees

Please contact any of the following for a credit reference

Accountant
Dean Thornton
Smith Thornton Accountants
PO Box 5445
Albany
Tel: 08 98425155

List of major suppliers to the Marwick Family Trust T/A Emu Point Café

Phone number	Contact	
98422388		
		-
0418918683		
98425860		
94353610		
98446850		
97546122		
98426888		
98414699		
	98422388 98414225 98414188 98422551 0418918683 98425860 94353610 98446850 97546122 98426888	98422388 98414225 98414188 98422551 0418918683 98425860 94353610 98446850 97546122 98426888

Attachment 5.6

the Beach bar -Kiosk

Set up costs Dec 2011 to be operational by 17th Dec

Kiosk

Total	\$ 19,670
Legal fees	\$ 2,000
Rent in advance	\$ 6,370
advertizing & signage	\$ 200
office supplies	\$ 500
Improvements	\$ 1,500
Insurance	\$ 2,100
Start up wages	\$ 3,000
Food supplies	\$ 4,000

the Beach bar and bistro

Total	\$	115,500
Music system	\$	2,000
Security system	\$	2,500
Wages for setting up	\$	6,000
Signage	\$	4,500
purchase of existing equipment	\$	30,000
Water softener	\$	2,000
Bar equipment	\$	5,500
Structural changes	\$	10,000
Exterior paint & treatments	\$	5,000
Floor treatments	\$	3,000
Furnishings	\$	6,500
Supplies	\$	14,000
POS system	\$	9,500
Coffee machine	\$	7,000
Kitchen appliances	\$	8,000

Grand total \$ 135,170.00

Rent split/ month

 Kiosk
 2000

 Bar & bistro
 4400

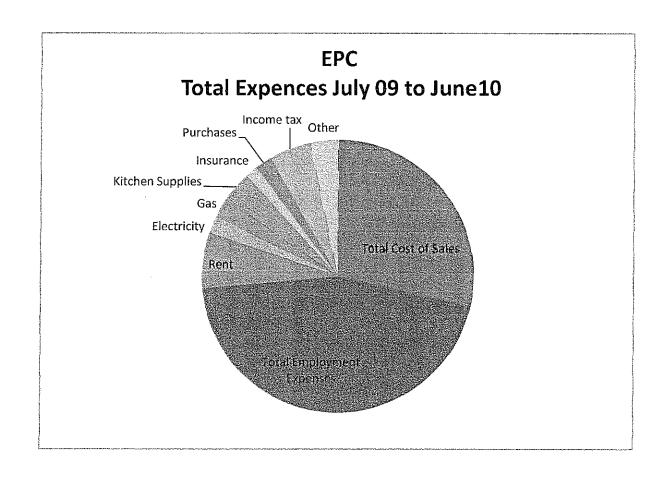
Loan repayment split

EPC to cover till Jan 2014 4000

From Jan 2004/ review /refinance to longer term

EPC Summary 2009/2010

Total Income		\$	547,518.01
Total Cost of Sales	\$ 92,198.45		
Gross Profit		\$	321,537.82
Total Employment Expenses	\$ 145,893.89		
Rent	\$ 21,463.48		
Electricity	\$ 6,443.58		
Gas	\$ 7,690.77		
Kitchen Supplies	\$ 11,879.73		
Insurance	\$ 4,625.11		
Purchases	\$ 6,587.96		
Income tax	\$ 15,806.27		
Other	\$ 11,087.92		
Total Expenses		\$	231,478.71
Operating Profit		\$	90,059.11
Income Tax Expense		\$	15,806.27
Net Profit / (Loss)		\$	66,658.06
(====,		~	30,000.00



Attachment 10 - Indicative lease terms

- (a) Length of lease -21 years
- (b) We have no intention to sublease
- (c) Maintenance of fixtures and fittings is to be done by the lessee to the same standard as at the current leased premises Emu Point Café. Please inspect the premises and /or read the financial statement Repairs and maintenance expenditure and 864 leasehold improvements

Attachment 10 (d)

Liquor Licensing Intentions

The Beach Bar and Bistro intends to apply for a full Tavern licence.

- Our vision is to hold larger high profile events at the Beach bar.
- Our vision is to service tourists whom are accommodated in the vicinity of Middleton Beach who may wish to purchase wines or beers to take away.

If this licence is not forthcoming, we will apply for a Tavern Restricted licence which we are confident of having approved.

Tavern

A tavern licence authorises:

- · the sale and supply of liquor for consumption on the premises;
- the sale and supply of packaged liquor to patrons for consumption off the licensed premises.

Tavern Restricted

A tavern restricted licence authorises:

the sale and supply of liquor for consumption on the premises;

Trading Hours

The permitted trading hours for hotel, hotel-restricted, tavern and small bar licences are:

Day		When	General Conditions
	Open	Close	
Monday to Saturday	6.00am	midnight	
Sunday	10.00am	10.00pm	
New Year's Eve	6.00am	2.00am New Year's	
(Monday - Saturday)		Day	
New Year's Eve	10.00am	2.00am New Year's	
(Sunday)		Day	
Good Friday	12.00pm	10.00pm	(ancillary to a meal only)
Christmas Day	12.00pm	10.00pm	(ancillary to a meal only)
ANZAC Day	12.00pm	midnight	

Attachment 10

(e)

Middleton Beach and Ellen Cove have a long history, both Minang and European Australian, as a place for community gatherings, special events, as a holiday destination and as an iconic beach experience. The stunning King George's Sound on which they sit, holds historic, cultural and environmental significance and as in other major cities around Australia it should be central to people's experience of Albany and the South Coast. We propose to ensure that the facility, formerly known as Calamari's becomes a core part of this iconic Albany experience, something akin to the famous 'Doyles' at Watson's Bay, Sydney.

Our intention is to bring life and community back to Middleton Beach. We will ensure that the local and regional community will be proud and confident that this experience will offer and showcase the best that this city has to offer.

- It will be a place that families will gather to play, enjoy good food and drinks and linger to chat, listen to live music and to watch the passersby or the ever changing view.
- It will be a place to share that classic cocktail with someone special, to meet colleagues for networking drinks and to savor the freshest seasonal produce that the region has to offer.
- It will be a place for beachgoers to grab that cold drink, ice-cream or gelato, hot fresh fish and chips or good coffee 'on the go'.

The intention is to draw community and visitors to Albany down to Middleton Beach and to help hold them there with a food and service experience they will relish.

The intention is to complete a total makeover of the current facility, managed in stages, whilst growing services to the community and visitors.

Initial intended use, in line with City of Albany directive/ suggestion, is to re-open the beach kiosk and a seating area in its current position, form and outfit. This would cater for the impending 'Carols by Candlelight' and 'Christmas Pageant' event. The kiosk would offer an appropriate menu and setting for that event with possible spaces available for the inclusion of invited service providers such as Artisan Gelato and Wood Fired Pizza vendors to ensure the evenings events were well catered for.

Sample specialised menu for 17th December events.

Picnic/ Christmas Baskets/ Hampers:

1. Christmas Fare – cold smoked turkey/ chicken/ smoked salmon/ Denmark local cheeses/ collection of dips/ cold marinated prawns/ bread/ crackers/ Christmas truffles.

- 2. Cheeses and antipasto hampers (local producer flavour) olives, marinated artichokes, sun blushed tomatoes, dips, breads and or crackers, dukkah and local olive oil.
- 3. Vegetarian Delight vegetable frittata, local goats cheeses, salads with char-grilled asparagus and beans, olives, breads/ focaccias.

Local fish and chips would be available as well as coffee, associated drinks, ice-creams, gelato, gourmet pizzas etc.

The kiosk would then close temporarily following the events of the 17th December for interim renovations and would be reopened just before Christmas so that it can cater for the busy, peak Christmas holiday period and busy beach going February period. During this time the kiosk would offer traditional beach kiosk fare with the addition of excellent coffee, home made cakes, fresh seafood and fresh produce based meals and takeaways. The kiosk would be open during daylight hours and would cater particularly for the busy lunch time (family based) trade.

The second stage of redevelopment would see temporary closure of the kiosk (please refer to Attachment 11 for information regarding informing community about ongoing development) and the renovations for and set up of The Beach Bar and Bistro.

The Beach Bar and Bistro references the traditional meaning of the French word 'bistro' an incarnation meaning a small restaurant serving moderately priced simple fresh produce meals in a modest setting. It would be honest, and affordable whilst showcasing the best of what Albany producers have to offer. This would include extensive use of Albany oysters, the freshest of organic vegetables, fresh Albany seafood, Butterfield beef, Mount Barker Chicken and seasonal locally grown fruits.

The Beach Bar and Bistro would stand by our philosophy of: "If it's not of the highest quality, we will not serve or sell it. We will maintain the highest standards in products and services at all times"

This venue would offer lunch and evening meals, an extensive wine list, highlighting Great Southern wines to suit every palate and pocket. (Please refer to sample wine, beer, lunch and dinner menus in Attachment 8 - (h).

The provision of alcohol would necessitate an application for a Tavern License which is the intended liquor license for this venue. (Refer to Attachment 8 (d))

This intended venue would offer live music on appropriate evenings of the week and cultural events in partnership with cultural bodies such as Perth International Arts Festival, WA Museum, Great Southern Factor Incorporated and City of Albany. It would also look to support and take part in industry events such as Taste Great Southern.

The concept for this venue includes an unpretentious yet sophisticated setting able to compete nationally with the looks, the vibe and atmosphere, the food, the beverage range and prices of any Capital city venues around Australia. It will be opened up in summer (bi fold doors) and warm and inviting in winter (lots of heating).

The target markets for this venue are: socializing families, families on holidays, locals aged 18+ including 'foodies' and those with an interest and passion for wines, those interested in live music and culture, professionals meeting colleagues and networking and those wanting a relaxed night out.

The second stage redevelopment of the Kiosk/ Cafe would see it developed into a day time beach kiosk with a small sit in café style area servicing the holidaying or regular local beachgoer, the family with small children visiting the beach or playing in the playground, young mothers groups with children, senior community members wanting to show visitors or friends the delights of Middleton Beach, families wanting fish and chips on the beach or workers catching a quick lunch.

During the second stage of redevelopment, clever design will create a small function space within the planned spaces. The front bar area will have an adjoining space for intimate functions, meetings or social gatherings, with opportunities to close of the front bar area to accommodate larger festive functions or celebrations.

We strongly believe that it is imperative that the facility at Middleton Beach presents a clean, inviting, accessible and modern face. Changes to the aesthetic of the premises would be necessary both in terms of outside appearance and inside infrastructure. Based on the positive work carried out at Emu Point Café we believe we have the ability to do this work sensitively whilst allowing this special place to develop its own unique character. We are committed to ensuring this work is carried out to the highest quality within a realistic timeframe.

The Marwick Family Trust Trading as Emu Point Café believe that their experience in developing and running a successful and popular business at Emu Point will enable them to develop the Middleton Beach facility into a complimentary service and addition to the beach scene and hospitality industry in Albany. Each business will have its own identity with different products and services available, offering services to the community and tourists alike over extended hours from the early morning breakfast starts at Emu Point Café to the later evening lingerers and culture aficionados at The Beach Bar and Bistro at Middleton Beach.

Attachment 11 – Timeline for commencement of operations

Timeline for the operation of "Middleton Beach Kiosk"

Project management

Kate Marwick.

And the newly appointed from existing staff "Middleton Kiosk supervisor" (Rochelle, Emma or Tayhia)

Stage 1 Middleton Beach Kiosk

Action	Date	Responsibility	Marketing			
Open Kiosk	On or before 17 th December	Kate Jon. All	·			
Stage 1 preparation						
Advertise vacancies	Immediately following announcement of tender	Kate	Issue press release re opening story Try for Tuesdays			
Review layout of Kiosk Rearrange furniture to maximize customer flow and accessibility	Immediately following announcement of tender	Kate Jon All	Advertizer "Opening soon" ads and story . Follow up with			
Arrange with suppliers to stock Kiosk	Immediately following announcement of tender	Supervisor	newspaper ad. Send flier to local radio			
Interview applicants for casual positions	12/12/2011	Kate & Supervisor				
Appoint staff	15/12/2011	Kate				
Set up menu board	12-15 th December	Kate & Supervisor				
Print menu's	12-15 th December	Kate				
Set up tills and float	12-15 th December	Supervisor				
Equip kitchen	12-15 th December	Kate, Jon, Isaac & Supervisor				
Service coffee machine		Jon & Isaac				
Install water softener		Jon & Isaac				
Rehersal	15 th December	All				

Staffing -

1. Appoint Middleton Kiosk Supervisor from existing staff

2. Bring 3 trained from Emu Point Café add 3 additional casuals.

3. 6 new appointments to replace EPC staff.

4. New appointments to "try out" at EPC Kiosk for half a day prior to 16th December for induction and training

Timeline for the operation of "the Beach bar & bistro"

Action	Date	Responsibility
Depending on how the Kiosk functions Closed for renovations	19 th 20 th December	Kate, Jon Supervisor
Open 7.30 to 6.30	21 st December to 25 th December	
Closed	Christmas Day	
Closed? Depending on available staff	Boxing Day	
Open 7.30 to 6.30	27 th December to 31 st December	
Closed? Depending on staff availability	New year's Day	
Open 7.30 am to 6.30 pm Planning for Stage 2 Design, staffing, equipment requirements, branding, procedures, work flow. Refining the concept, atmosphere ambience character.	2 nd Jan to 1st March	Kate, Isaac & Jon Consultant Chefs Amy & James Consultant Bar & Bistro http://www.blindingproductions.com/ Andrew McKintyre
Closed for refurbishment	1st March	
Stage 2 Renovations and set up for the bar bistro/restaurant	1 st March to 30 th March	Isaac (project manage building and maintenance) & Jon
Kitchen fit-out		
Furniture, new equipment		
Painting, signage, flooring		
Staffing Advertise Interview Appoint		
Grand opening	Friday 30 th March	

Attachment 4

- a. Nasconed Pty Ltd CAN 125 608 344 as trustee for the Delli-Benedetti Family Trust
- b. The beneficiaries are Nasconed Pty Ltd and Michael John Delli-Benedetti.

Attachment 5 combined with 9

The Trading and Profit and Loss Accounts for 2009 and 2010 are attached. The Balance Sheet is part of the business and does not include assets such as Shed and Land in Ulster Road and other assets in the name of Michael John Delli-Benedetti.

30/11/2011

CD ROTH FIPA

9 Meyers Way

ALBANY WA 6330

98425622

PRO070 READ AND RETURN THIS PART

CITY OF ALBANY

3.2 GENERAL AND CORPORATE INFORMATION

The Offeror shall complete and submit all sections of Part 3. Where an item is Not Applicable it should be marked "N/A" and an explanation provided, where appropriate, of why you believe it is not applicable.

3.2.1 Organisational Profile and Referees

Attach the profile of the person, association, corporation or other entity that is making the Offer and label it "Attachment 1 – Organisation Profile". The profile MUST BE OF 'the Offeror'. The Offeror must be a legal entity capable of entering into a contractual arrangement.	Attachment 1 Tick if attached □
If the Offeror is comprised of companies, attach their current ASIC company extracts search including latest annual return and label it "Attachment 2 – ASIC documentation".	Attachment 2 Tick if attached □

3.2.2 Agents

Are you acting as an agent for another party?	Yes □ No □
If Yes, attach details (including name, address, telephone, background information) of your Principal and label it "Attachment 3 – Acting as Agent".	Attachment 3 Tick if attached

3.2.3 Trusts

Are you acting as a trustee of a trust?	Yes ⊡
If Yes, in an attachment labelled "Attachment 4 – Acting as Trustee": (a) give the name of the trust; and (b) provide the names and addresses of beneficiaries.	Attachment 4 Tick if attached

3.2.4 Financial Position

Are you presently able to pay all your debts in full as and when they fall due?	Yes 🗓
Are you currently engaged in litigation as a result of which you may be liable for \$20,000 or more?	No Œ
If you are awarded the Lease, 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 Q
Attach a financial profile for you and a guarantor(s) (if a company), that demonstrates your (and their) financial capacity, together with a list of financial referees. This may include Annual Financial Statements (Profit & Loss, Balance Sheet), and/or Accountant's Statement(s). Attach and label "Attachment 5 – Financial Profile and Referees".	Attachment 5 Tick if attached

3.2.5 Quality Assurance System

Does your organisation have any quality assurance or quality assurance	Yes □
systems or substantially working towards?	No □
Supply evidence or details of your quality assurance position and where	Attachment 6
relevant your supplier's, in an attachment labelled "Attachment 6 - Quality	Tick if attached
Assurance".	

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P	Д	ΚТ	- 3

PRO070 READ AND RETURN THIS PART

2	.2.6	Canfliata	of Interest
J	. 2.0	Commiss	OI IIIIEIESL

	· · · · · · · · · · · · · · · · · · ·
Will any actual or potential conflict of interest in the performance of your	Yes □
obligations under the Lease exist if you are awarded the Lease and are any	No □
such conflicts of interest likely to arise during the Lease?	
If Yes, please supply in an attachment details of any actual or potential	Attachment 7
conflict of interest and the way in which any conflict will be dealt with and	Tick if attached
label it "Attachment 7 - Conflict(s) of Interest".	

3.3 SELECTION CRITERIA

3.3.1 Compliance Criteria

Please select with a yes or no whether you have complied with the following compliance criteria:

Description of Compliance Criteria	2000年3月2日2日 第二年3月2日2日2日
Compliance with the Specification contained in this Expression of Interest	Yes / No
Compliance with the Conditions of this Expression of Interest.	Yes / No

3.3.2 Qualitative Criteria

- Before responding to the following requirements, Offerors must note the following:

- All information relevant to your answers to each criterion are to be contained within your Submission.
- You should assume that the evaluation panel has no previous knowledge of your organisation, its activities or experience.
- You should provide full details for any claims, statements or examples used to address the qualitative criteria.
- You should address each issue outlined within a Qualitative criterion.

A) Experience and skills in operating a similar business Describe your experience in supplying similar Requirements. You must, as a minimum, address the following information in an attachment and label it "Attachment 8 – Relevant Experience":	Weighting 40%
 (a) Provide details of similar work. (b) Provide scope of your involvement in such similar work including details of outcomes. (c) Demonstrate sound business judgement and discretion. (d) Demonstrate competency and proven track record of achieving outcomes. (e) Operational philosophy (f) Complaints resolution process (g) Marketing concepts (h) Products and services anticipated to be supplied 	Attachment 8 Tick if attached

Offer	Capacity rors should provide evidence of resource capability including financial city and stability in an attachment and label it "Attachment 9 – Capacity".	Welghting 30%
(a) (b)	applicable).	Attachment 9 Tick if attached
(c)	Financial profile including statements and referees (please refer to 3.2.4).	

TRADING & PROFIT & LOSS ACCOUNT OF DELLI-BENEDETTI FAMILY TRUST - TRADING AS NONNA'S RESTAURANT FOR THE YEAR ENDED 30 JUNE 2010

	FOR THE YEAR ENDED 3	0 JUNE 201	0	
2009	•			
\$		\$	\$	\$
1295653	Sales			1174850.53
	LESS COST OF SALES			
15020	Opening Stock		13341.95	
367128	Purchases		369905.59	
76908	Alcohol		76391.28	
324	Packaging		119.68	
	•			
459380			459758.50	
13342	Closing Stock		13341.95	
446038				446416.55
849615				728433.98
	INCOME			
	p - 11 rillioning			
3847	Insurance Recoveries		6174.95	
1426	Interest Received		_	
	Apprentice Incentive		3000.00	
	ripprenties meetites			
5273				9174.95
2213	<u>EXPENSES</u>			
	ETH DIVORD			
4500	Accountancy		4500.00	
23288	Advertising & Promotion		22104.67	
11339	Bank Charges		9801.93	
8194	Bookkeeping		7186.96	
6723	Cleaning		4472.38	
3693	Computer expenses		740.60	
43970	Depreciation		22243.95	
43970	Donations		39.50	
	Electricity & Gas		27110.90	
538	· · · · · · · · · · · · · · · · · · ·		173.78	
1859	Freight & Cartage		1595.98	
15983	Insurance		20290.72	
			4026.02	
	Interest Vitabon Ponlacements		8683.19	
	Kitchen Replacements		2164.00	
7961 3303	Legal Costs		3003.43	
2202	Licences Motor Vehicloe Expenses		3003.43	
2465	Fuel Oil & Greases	5816.52		
1288	Repairs & Replacements	4853.09		
4220	Licences & Insurances	4704.91		
2349	Applied Loan Interest	4/04.21		
2349	Applied Loan Interest	-		
10322			15374.52	
	Plant Hire		856.36	
160			4190.44	
3752 5161	Printing & Stationery Rates		3536.05	
1533	Recruitment costs		3330.03	
43974			50652.51	
			37277.98	
25537	Repairs & Maintenance Staff Training & Welfare		701.32	
1946 1171	Staff Amenities		101.32	
			4918.98	
22221	Sub Contractors Superentiation		30783.79	
32321	Superannuation		7559.03	
9556			376.13	
205			6489.15	
58	Travelling Expenses Uniforms		678.32	
1022	Omforms		070.32	

TRADING & PROFIT & LOSS ACCOUNT OF DELLI-BENEDETTI FAMILY TRUST - TRADING AS NONNA'S RESTAURANT FOR THE YEAR ENDED 30 JUNE 2010

2009 \$	 	\$ \$	\$
368978 2702 6092	Wages Waste Disposal Water Useage & Rates	357530.5 3007.0 5545.6	5
692166			667615.82
162722			69993.11



ASIC

Australian Securities & Investments Commission

Forms Manager

Registered Agents

Company:

NASCONED PTY LTD ACN 125 608 344

Company details

Date company registered

25-05-2007 25-05-2012

Company next review date Company type

Australian Proprietary Company

Company status Home unit company Registered No

Superannuation trustee company

No

Non profit company

No

Registered office

DAN ROTH, 9 MEYERS WAY, ALBANY WA 6330

Principal place of business

135 YORK STREET, ALBANY WA 6330

Officeholders

DELLI-BENEDETTI, MICHAEL JOHN Born 13-02-1972 at ALBANY WA 135 YORK STREET, ALBANY WA 6330

Office(s) held:

Director, appointed 25-05-2007 Secretary, appointed 25-05-2007

Company share structure

Share class Share description **ORDINARY** ORD

Number issued

Total amount paid

Total amount unpaid

0.00

Members

DELLI-BENEDETTI, MICHAEL JOHN

135 YORK STREET, ALBANY WA 6330

Share class

Total number held

Fully paid

Beneficially held

ORD

Yes

Yes

Document history

These are the documents most recently received by ASIC from this organisation.

Received 25-05-2007 Number 1E3238746 Form Description

201 APPLICATION FOR INCORPORATION (DIVN 1).

Status

1.00

Processed and imaged

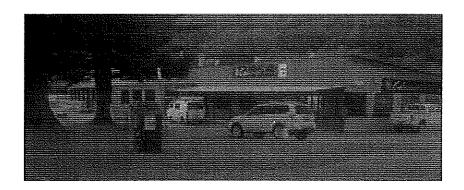
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ORIGINAL



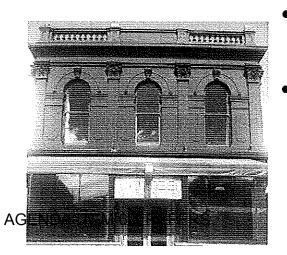
OFFEROR'S RESPONSE

Expression of Interest	LEASE OF COMMERCIAL CAFE AND RESTAURANT (FORMERLY CALAMARI'S) MIDDLETON BEACH, ALBANY	
Deadline:	5:00pm, Wednesday 30 November 2011	
Lodgement Details:	Hand delivered to	
	Chief Executive Officer City of Albany 102 North Road ALBANY WA 6330	
	OR	
	Mailed to	
	Chief Executive Officer City of Albany	
	PO Box 484 ALBANY WA 6331	
	OR	
	Emailed to	
	tenders@albany.wa.gov.au	
Expression of Interest Number:	PRO070	



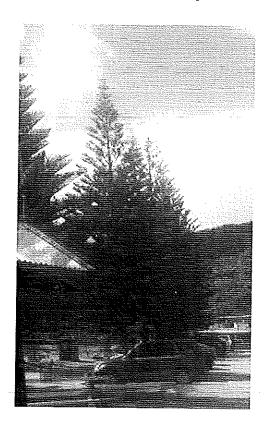
"The focus of the Middleton Beach premises will be on maintaining and developing the family orientated beach culture that has long been part of the wider Albany community and tourists alike. Sustainable seasonally sourced produce at affordable family friendly prices will be a cornerstone of the business"

- Highly experienced and successful local restaurateur and decisive businessman
- Longevity in Albany hospitality industry through planned success and ability to know what the local market wants
- Proven performer who is not afraid to innovate and provide what the market needs
- Consistent provider of quality seasonally fresh and locally focused produce
- Family man with a family focus



- Proven long term commitment to Albany
- Created Albany's first Small Bar

- Experienced as licensee and responsible service of alcohol and in Liquor license applications
- The people of Albany want progress for Middleton Beach and they want success
- Albany and Middleton Beach deserve the best there is. If the City of Albany want long term commitment to quality and success over short term money and lack of experience then there is only one choice.



PR0070

CITY OF ALBANY

PRO070 READ AND RETURN THIS PART

3.1	OFFER FORM			
	TO:	The Chief Executive Officer,	City of Albany	
	FROM:			
	Person, Company, Association or Trust Name (Block Letters)	14860red PTT	LTD	
	Address:	185 Jonk 57	ACBRY W:4	6330.
	ABN/GST Status: Telephone No: E-mail:	66 125 489344 98 414626 chad DADARS ALBAMY	ACN (if any): Facsimile No: Website (if any):	125 489 3444
	•	ssion of Interest Number PRO07		al cafe and restaurant.
			s Expression of Interest	
	All Submission days from the between the There shall be Submission of Dated this:	ons shall remain valid and open fee date of the Expression of Interective of Albany and me/us in writing no cost payable to me/us by the of this Submission irrespective of day of	for acceptance for a minest closing unless extending. The City of Albany towards its outcome.	imum period of ninety ded on mutual agreement is the preparation or
	All Submission days from the between the There shall be Submission of Dated this:	ons shall remain valid and open fee date of the Expression of Interective of Albany and me/us in writing the no cost payable to me/us by the of this Submission irrespective of day of	for acceptance for a minest closing unless extending. The City of Albany towards its outcome. 20	imum period of ninety ded on mutual agreement s the preparation or
	All Submission days from the between the There shall be Submission of Submission	ons shall remain valid and open fee date of the Expression of Interective of Albany and me/us in writing no cost payable to me/us by the of this Submission irrespective of day of Albany and Market Submission irrespective of the cost signatory of Offeror definitions and the cost of	or acceptance for a minest closing unless extending. The City of Albany towards its outcome. 20 11 Independent Witness Name of Independent	imum period of ninety ded on mutual agreement is the preparation or is Signature
	All Submission days from the between the There shall be Submission of Submission	ons shall remain valid and open fee date of the Expression of Interestity of Albany and me/us in writing no cost payable to me/us by the of this Submission irrespective of day of	Independent Witnes ATTON SO Name of Independent (BLOCK)	imum period of ninety ded on mutual agreement s the preparation or ss Signature
	All Submission days from the between the There shall be Submission of Su	ons shall remain valid and open for edate of the Expression of Interesting City of Albany and me/us in writing no cost payable to me/us by the of this Submission irrespective of day of	Independent Witnes Name of Independent (BLOCK) Position Address	imum period of ninety ded on mutual agreement s the preparation or ss Signature Sylveriant Witness LETTERS)

Page 10 of 13

3.2 GENERAL AND CORPORATE INFORMATION

The Offeror shall complete and submit all sections of Part 3. Where an item is Not Applicable it should be marked "N/A" and an explanation provided, where appropriate, of why you believe it is not applicable.

3.2.1 Organisational Profile and Referees

Attach the profile of the person, association, corporation or other entity that is making the Offer and label it "Attachment 1 – Organisation Profile". The profile MUST BE OF 'the Offeror'. The Offeror must be a legal entity capable of entering into a contractual arrangement.	Attachment 1 Tick if attached
If the Offeror is comprised of companies, attach their current ASIC company extracts search including latest annual return and label it "Attachment 2 – ASIC documentation".	Attachment 2 Tick if attached □

3.2.2 Agents

Are you acting as an agent for another party?	Yes □ No □
If Yes, attach details (including name, address, telephone, background information) of your Principal and label it "Attachment 3 – Acting as Agent".	Attachment 3 Tick if attached

3.2.3 Trusts

Are you acting as a trustee of a trust?	7BA	Yes ⊡ No □
If Yes, in an attachment labelled "Attachme	ent 4 – Acting as Trustee":	Attachment 4
(a) give the name of the trust; and		Tick if attached
(b) provide the names and addresses of b	peneficiaries.	

3.2.4 Financial Position

Are you presently able to pay all your debts in full as and when they fall due?	Yes □ No □
Are you currently engaged in litigation as a result of which you may be liable	Yes □
for \$20,000 or more?	No □
If you are awarded the Lease, will you be able to fulfil the Requirements	Yes 🖬
from your own resources or from resources readily available to you and	No □
remain able to pay all of your debts in full as and when they fall due?	
Attach a financial profile for you and a guarantor(s) (if a company), that	Attachment 5
demonstrates your (and their) financial capacity, together with a list of	Tick if attached
financial referees.	
This may include Annual Financial Statements (Profit & Loss, Balance	TAA
Sheet), and/or Accountant's Statement(s).	TBA.
Attach and label "Attachment 5 – Financial Profile and Referees".	(J.)

3.2.5 Quality Assurance System

Does your organisation have any quality assurance or quality assurance	Yes □
systems or substantially working towards?	No □
Supply evidence or details of your quality assurance position and where	Attachment 6
relevant your supplier's, in an attachment labelled "Attachment 6 - Quality	Tick if attached
Assurance".	

Page 11 of 13

PRO070 READ AND RETURN THIS PART

CITY OF ALBANY

3.2.6 Conflicts of Interest

Will any actual or potential conflict of interest in the performance of your obligations under the Lease exist if you are awarded the Lease and are any such conflicts of interest likely to arise during the Lease?	Yes □ No □
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	Attachment 7 Tick if attached
label it "Attachment 7 – Conflict(s) of Interest".	

3.3 SELECTION CRITERIA

3.3.1 Compliance Criteria

Please select with a yes or no whether you have complied with the following compliance criteria:

Description of Compliance Criteria	
Compliance with the Specification contained in this Expression of Interest	V €® / No
Compliance with the Conditions of this Expression of Interest.	(es) / No

3.3.2 Qualitative Criteria

Before responding to the following requirements, Offerors must note the following:

- All information relevant to your answers to each criterion are to be contained within your Submission
- You should assume that the evaluation panel has no previous knowledge of your organisation, its activities or experience.
- You should provide full details for any claims, statements or examples used to address the qualitative criteria.
- You should address each issue outlined within a Qualitative criterion.

A) Experience and skills in operating a similar business Describe your experience in supplying similar Requirements. You r minimum, address the following information in an attachment an "Attachment 8 – Relevant Experience":	
(a) Provide details of similar work. (b) Provide scope of your involvement in such similar work including outcomes.	g details of Attachment 8
 (c) Demonstrate sound business judgement and discretion. (d) Demonstrate competency and proven track record of achieving ou (e) Operational philosophy (f) Complaints resolution process (g) Marketing concepts (h) Products and services anticipated to be supplied 	Itcomes.

Offe	Capacity rors should provide evidence of resource capability including financial acity and stability in an attachment and label it "Attachment 9 – Capacity".	Weighting 30%
(a) (b)	Staffing levels and role of staff. Any contingency measures or back up of staffing resources (where applicable).	Attachment 9 Tick if attached
(c)	Financial profile including statements and referees (please refer to 3.2.4).	_

Page 12 of 13

PART 3

PRO070 READ AND RETURN THIS PART CITY OF ALBANY

C) Offe "Att	Indicative lease terms rors should provide their proposed lease terms in an attachment and label it achment 10 – Lease terms".	Weighting 15%
(a) (b) (c) (d) (e)	Ide, but are not limited to: Lease term Intention (if any) to sub-lease Maintenance of fixtures and fittings Liquor licence intentions Intended use of lease premises	Attachment 10 Tick if attached

C) Timeline for Commencement of Operations You should provide a timeline demonstrating your ability to commence operations as soon as possible (preferably by 17 December 2011) in an attachment and label it "Attachment 11 – Timeline".	Weighting 15%
n Audominent 11 – 1 interne",	Attachment 11 Tick if attached

ATTACHMENT 8 – RELEVANT EXPERIENCE

Details of Similar Work

Owner/operator of Nonna's 2004 - present

Owner/operator of Nonna's 1994-2001

Previous part owner/operator of Nonna's 1991-1993

Established Grande Food Service 2002-2004

White Star- Manager of Kitchen and Bar 2001-2003

Mt Romance - Manager 2001-2002

Manager of F&B Esplanade Hotel Albany 1993

Cosi's

Al Fornetto's Restaurant

Albany Night Club

Scope of Involvement in Similar Work

Day to day management and operation of Nonna's including:

- 1. Establishing budget and costs management
- 2. Ensuring compliance with health and safety regulations
- 3. Ensuring compliance with Liquor Act
- 4. Applications for liquor licence and licence conversion under Liquor Act
- 5. Employment, rostering and training of Staff
- 6. Co-ordination of front-of-house and kitchen
- 7. Liaison with customers
- 8. Establishment and maintaining Code of Conduct and Management Policy
- 9. Sourcing and ordering food, beverages and supplies
- 10. Design of remodelling and re-launch of business post-small bar licence.
- 11. Setting seasonal menus
- 12. Co-ordination of themed events in conjunction with local producers

Business Judgment and Discretion

Heavily involved in the hospitality industry of Albany for over two decades.

Established, remodelled and changed styles of businesses as and when the economic environment and tastes of patrons requires.

Obtained Albany's first small bar licence.

Personal and professional relationships with most of Albany's leading business people.

Discretion required at all times when dealing with business and community leaders particularly when they are using the premises to as a meeting place to discuss business/local government ideas.

Competency and Track Record

Highly competent and locally recognised restaurateur and business person.

Conceived, arranged, and managed complete renovation of Nonna's to become Albany's first Small

Experienced in the establishment and day to day operation of restaurants and licensed premises of differing types and styles.

Obtained the first Small bar Licence in Albany after converting the previous restaurant licence. As a result, familiar with process, costs and requirements involved for any future conversion of licence.

Excellent record as Licensee at various business.

Operational Philosophy

A simple one where any business must reflect the values of Albany and incorporate a friendly approach where locals and tourists are all welcomed in the same manner.

Standards must be high and continued training of staff will be used to achieve and maintain standards.

Middleton Beach is a major asset and attraction of Albany, the intended business will work to reinforce the importance and beauty of Middleton Beach.

Complaints Resolution Process

Each issue is dealt with on an individual basis as no two patrons are the same. Attention to want the patron is not satisfied with and then action to ensure that the patron is satisfied with the response. Communication with staff of any issues that arise, coupled with continued training to ensure standards are maintained so the patrons are happy and want to return.

A satisfied patron is one who will return and bring others. A dis-satisfied patron won't return and will tell others.

Marketing Concepts

The premises will be marketed as a family friendly place serving affordable seasonal fair utilising the best sourced produce. Locally seasonally available produce is preferred but always with an eye to quality first.

Longer term strategies will involve:

- Al Fresco dining to engage and connect the patrons to the beach and premises. Also to allow those patrons with children to better supervise their children whilst playing in the surrounds.
- 2. Community events to re-invigorate and re-connect the community of Albany and tourists to Middleton Beach. Utilise existing events such as the Art Trail, Point to Point, Carols by Candlelight but also try to bring in new concepts such as sculptures by the beach. It is anticipated such events would be held in conjunction with local business and with the aid of Government grants when available.

Products and Services Anticipated to be Supplied

Local and international products based on seasonal freshness and availability with an emphasis on affordable seafood.

Continued family orientated Sunday Sessions with local music and an Al Fresco area to be developed to connect the patrons with Middleton Beach.

Function room to become more prominent.

ATTACHMENT 9 - CAPACITY

Staffing Levels

Industry standards utilised with a mind to costs and efficiency. There will be a minimum of Manager and Supervisor, Chef, and sufficient waiting staff to deal with seasonal requirements. It is anticipated that more staff will be required over the peak seasons.

Contingency Measures

Will be limited by the number of experienced hospitality trained persons in Albany. Aim is provide on-going training to teach and maintain skills within the local market. When needed it is anticipated that employees from existing business (i.e. Nonna's could be utilised at short notice)

Financial Profile

Sufficient assets to operate and perform anticipated obligations. More information will be provided if this Expression of Interest is accepted.

ATTACHMENT 10 - INDICATIVE LEASE TERMS (SUBJECT TO RENT)

Lease Term

Dependent on the Annual Rent, an initial term of three (3) years with six (6) further options, each for three (3) years.

Sub-leasing

There is no intention to sub-lease any part of the premises.

Maintenance of fittings and fixtures

Expected standard obligations on Lessee for non-structural maintenance and repair. Fittings and Fixtures though, must be compliant with Australian statutory standards and must be installed before commencement of Lease.

Liquor Licensing intentions

An application for the transfer of the existing liquor licence No. 6060125816 would be made. Long term it is envisioned that the licence type would be converted from Restaurant to a Licence type which would allow greater flexibility.

It is not believed that the previous Lessee operated within the permitted licence requirements. A greater focus on compliance at all times with the Liquor Act will be first and foremost. The focus is primarily on family friendly food, with a secondary ability to serve alcohol responsibly.

Intended Use of Premises

Kiosk / Function Room / Restaurant / Bar.

Anticipated Rent

\$37,600.00 PA, Plus GST, Plus outgoings. Subject to negotiations.

ATTACHMENT 11 - TIMELINE FOR COMMENCEMENT OF OPERATIONS

Given the poor state of the kitchen and issues of compliance with health regulations any time line is of course dependent on works undertaken by the City of Albany to bring the premises to the appropriate standard required. If the City of Albany can guarantee the premises will be compliant in every regards then the anticipated timeline for commencement of operations would be in-line with the City's goal.



Espreon Online Information System **ASIC Company Extract**

ASIC Current and Historical Extract as at Date: 29 Nov 2011 Time: 16:36:21

Section 1274B

This extract has been prepared by the Australian Securities & Investments Commission from information it obtained, by using a data processor, from the national database.

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125 608 344 NASCONED PTY LTD

Document No

1E3238746

ACN (Australian Company Number): 125 608 344

Registered in: Western Australia

Previous State Number:

Registration Date: 25/05/2007 Next Review Date: 25/05/2012

Company bound by:

Australian Business Number: 60 125 608 344

Current Organisation Details

: NASCONED PTY LTD

Name Start: 25/05/2007 Status : Registered

: AUSTRALIAN PROPRIETARY COMPANY

Type : AUSTRALIAN PROPRI Class : LIMITED BY SHARES Subclass : PROPRIETARY COMPANY

Registered Office

DAN ROTH 9 MEYERS WAY ALBANY WA 6330

Start Date: 25/05/2007

1E3238746

Principal Place of Business

135 YORK STREET ALBANY WA 6330

Start Date: 25/05/2007

Directors

MICHAEL JOHN DELLI-BENEDETTI 1E3238746

135 YORK STREET ALBANY WA 6330 Born: 13/02/1972 - ALBANY WA Appointment Date: 25/05/2007

Secretary

MICHAEL JOHN DELLI-BENEDETTI 135 YORK STREET ALBANY WA 6330 Born: 13/02/1972 - ALBANY WA

AGENDA ITEM 6.1 REFERS

1E3238746

1E3238746

AGENDA ITEM 6.1 REFERS

Appointment Date: 25/05/2007

Share Structure

Note: For each class of shares issued by a proprietary company, ASIC records the details of the top twenty members of the class (based on shareholdings). The details of any other members holding the same number of shares as the twentieth ranked member will also be recorded by ASIC on the database. Where available, historical records show that a member has ceased to be ranked amongst the top twenty members. This may, but does not necessarily mean, that they have ceased to be a member of the company.

Class: ORD

1E3238746

ORDINARY

Number of Shares/Interests Issued

Total Amount (if any) Paid / Taken to be Paid:

1.00

Total Amount Due and Payable

0.00

Members

1E3238746

Class : ORD No. Held: Beneficially Held: YES Paid : FULLY MICHAEL JOHN DELLI-BENEDETTI

135 YORK STREET ALBANY WA 6330

Documents Received

Form Type Date Received Date Processed No. Pages Effective Date

25/05/2007 25/05/2007

3 25/05/2007 1E3238746

201C Application For Registration as a Proprietary Company

Note: Where the expression "Unknown" is shown, the precise date may be available from records taken over on 1 january 1991 and held by the ASIC in paper or microfiche.

Contact Address for ASIC use only

Section 146A of the Corporations Act 2001 states: 'A contact address is the address to which communications and notices are sent from ASIC to the company.'

PO BOX 606 ALBANY DC WA 6331 Start Date: 31/05/2007

*** End of Extract ***

DAVID MOSS & CO

Account

7davi000

User

admin

AGENDA ITEM 6.1 REFERS

AGENDA ITEM 6.1 REFERS

ORDINARY COUNCIL BRIEFING AGENDA 6/12/2011 **REFER DISCLAIMER**

6.2: EXTRAORDINARY ELECTION – FREDERICKSTOWN WARD AMENDMENT

Attachments : Nil

Responsible Officer : Chief Executive Officer (Faileen James)

RECOMMENDATION

ITEM 6.2: RESPONSIBLE OFFICER RECOMMENDATION VOTING REQUIREMENT: ABSOLUTE MAJORITY

THAT Council:

- 1. DECLARE, in accordance with section 4.20(4) of the *Local Government Act* 1995, the Electoral Commissioner to be responsible for the conduct of all elections until the end of 2012.
- 2. DECIDE, in accordance with section 4.61(2) of the *Local Government Act 1995* that the method of conducting the elections will be postal.
- 3. REQUEST, in accordance with section 4.9(2) of the *Local Government Act 1995*, the Electoral Commissioner hold an extraordinary election for the Frederickstown Ward on Friday 24 February 2012.

BACKGROUND

 As a result of a serving member of Council being elected as the popularly elected Mayor, there is a requirement for the City to conduct an extraordinary election for the Frederickstown Ward.

DISCUSSION

- 2. After discussion with the Electoral Commissioner and having obtained the written agreement of the Commissioner, to ensure compliance with legislation the election date requires to be postponed by one day to Friday 24 February 2012.
- 3. Declaring the Electoral Commissioner to be responsible for the conduct of all elections until the end of 2012 is appropriate to ensure that Council does not need to go through this process again should a further vacancy arise this year.

CEO:			

ITEM 1.8 11 **ITEM 1.8**

ORDINARY COUNCIL BRIEFING AGENDA 6/12/2011 **REFER DISCLAIMER**

GOVERNMENT CONSULTATION

 Consultation has been conducted with Western Australian Electoral Commission, and the appropriate processes have been reconfirmed.

PUBLIC CONSULTATION / ENGAGEMENT

5. There is no requirement to conduct public consultation for this item.

STATUTORY IMPLICATIONS

6. Section 4.61 of the *Local Government Act 1995*, states in part as follows:

"4.61 Choice of methods of conducting the election

- (1) The election can be conducted as a -
- "Postal election" which is an election at which the principal method of casting votes is by posting or delivering them to an electoral officer on or before the election day, or
- "voting in personal election" which is an election at which the principal method of casting votes is by voting in person on election day, or posted and delivered, in accordance with regulations.
- (2) The local government may decide* to conduct the election as a postal election.

*Absolute majority required

- 7. Section 4.20 (4) of the Act states as follows:
 - (3) A local government may, having first obtained the written agreement of the Electoral Commissioner, declare* the Electoral Commissioner to be responsible for the conduct of an election, or all elections conducted within a particular period of time, and, if such a declaration is made, the Electoral Commissioner is to appoint a person to be the returning officer of the local government for the election or elections.

*Absolute majority required

8. There is no option under the *Local Government Act 1995* to have the vacancy remain unfilled.

ORDINARY COUNCIL BRIEFING AGENDA 6/12/2011 **REFER DISCLAIMER**

STRATEGIC IMPLICATIONS

9. Filling of all vacant ward seats links to the City's Vision and Values (2011-2021), being: Results: Strive for business excellence and continuous improvement.

Key Focus Areas

- **Organisation Performance:** Local Government standards must be ethical, transparent and include democratic decision making.
- Community Focussed Organisation
 Ensure representation of all ratepayers on Council

POLICY IMPLICATIONS

10. Nil.

RISK IDENTIFICATION & MITIGATION

11. The risk identification and categorisation relies on the City's Risk Management Framework.

Risk	Likelihood	Consequence	Risk Analysis	Mitigation
Council does not support appointing the WAEC to conduct the election.	Unlikely	Medium	Medium	The Extraordinary Election would be run by City of Albany staff.
Council does not support the proposed extraordinary election date.	Unlikely	Low	Low	The date will be set by the Western Australian Electoral Commissioner at a time not of Council's choosing.

FINANCIAL IMPLICATIONS

- 12. The cost for the WAEC to conduct the election will be based on the following assumptions;
 - 3,634 electors
 - Response rate of approximately 47%
 - Count to be conducted in Albany
- An accurate cost at this time is not know but could be as much as \$15,000.
- 14. Costs not incorporated in the estimate include (approx \$2 000);
 - Non statutory (i.e. additional advertising in community newspapers and promotional advertising
 - One local government staff member to work in the polling place on Election Day
- 15. The cost of running the extraordinary election has not been budgeted for, but can be accommodated within the Q2 review.

LEGAL IMPLICATIONS

16. There are no legal implications related to this item except for compliance with specific provisions of the *Local Government Act 1995*.

ALTERNATE OPTIONS

17. Council can choose to set the proposed date, and have the City of Albany conduct the extraordinary election.

Consulted References	Local Government Act 1995	
File Number (Name of Ward)	All Wards	
Previous Reference	OCM 15/11/2011 Item 1.8	
	OCM 11/10/2011 Item 1.8	