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Enquiries: Emma Smith

24 Jan 2019

Moonyoonooka Horse & Pony Club
moonyoonookahorseponyclub@gmail.com
Contact - Jacqui

Dear Moonyoonooka Horse & Pony Club

MOONYOONOOKA HORSE & PONY CLUB - LEASE

Thank you for your email received on the 17th of December 2018

The City of Greater Geraldton is writing to formalise a commitment from Moonyoonooka Horse and Pony Club's to enter into a lease agreement.

In 2016 the City engaged with an external contractor to undertake a structural condition assessment on the Moonyoonooka Horse and Pony Club main building. The report recommendations were for remedial works to the building that the City have since addressed (see table 1), both with external contractors and internal maintenance staff.

The City intent to carry out these works were in the understanding that Moonyoonooka Horse and Pony Club would enter a new lease agreement with the City.

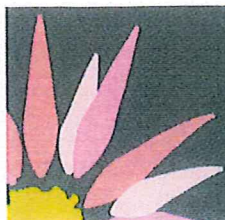
City officer's response addressing questions extracted from your email received 17th December 2018

The glass door on the Storage shed has never been repaired. It is still boarded up from a break in in 2017

The storage shed is not a City asset and is not part of the land lease however, the City have undertaken works to improve the storage shed as a good will gesture to improve the main building.

Nothing has been done about the electrics except for the stove has been disconnected and we have been operating without this for over 12 months.

The City engaged an external contractor who deemed the oven faulty and arranged for the disconnection. The City considers a stove or oven as ancillary equipment not the building with the responsibility for replacement being with the club.





We still don't have a hot water system and have to boil water for the kitchen.

This is the responsibility of the Moonyoonooka Horse and Pony Club.

Some work was done with the guttering on the Amenities building. I will attach photos. This is not to a suitable standard. The gutters will not catch water but have water come inside the club rooms with the gap that there is. You can see daylight between the roof and the gutters.

Repairs on the gutters were undertaken in 2017 however, continual maintenance is required to remove debris. Upon received signature of this letter of intent the City will arrange to have the gutters cleaned and repaired to a suitable level. After these works, it will be the clubs responsibility to ensure maintenance is undertaken.

We inspected the roof of the patio and there is no way that sheets of tin were replaced. You would be able to see the new tin. I think some holes were patched but that was about it.

The appropriate repairs were undertaken on the roof structure, these only required patching and rust treatment works.

Please see below the list of works completed by the City of Greater Geraldton, These works have been completed by Contractors and City Maintenance Officers to date.

Table (1)

COMPLETED WORKS TO DATE	
Brick/steel storage shed	<ul style="list-style-type: none"> • Replaced missing fire extinguisher • Directed the discharge of stormwater away from building footings • Replaced damage downpipe • Replaced missing gable end barge capping in the patio area • Removed debris from gutters and patio roof • Lowered side and rear ground levels to ensure clear gap from cladding to ground
Amenities building	<ul style="list-style-type: none"> • Replaced missing fire extinguisher. • The fire blanket in the kitchen area has been inspected and tagged. • Applied mastic sealant to articulation joints • Removed debris from gutters, realigned and secured to building • Re attached downpipe • Installed compliant lever lock (exit door only) • Replaced door and painted • Repair to vandal damage door frames
Patio	<ul style="list-style-type: none"> • Patched 2 x roof sheets. • Treatment of surface rust to metal structure and paint
Female toilets	<ul style="list-style-type: none"> • Replaced indicator locks • Replaced hand held shower rose • Repaired bench in shower • Applied mastic sealant to brick joints • Install female toilet sign
Male toilets	<ul style="list-style-type: none"> • Serviced locks • Repaired door frame • Refixed brick to wall • Replaced shower curtain rail and end supports • Installed men's toilet sign



<p>Meeting room (Western side of building)</p> <ul style="list-style-type: none">• Repaired internal structural cracks on brick walls above the glass doors on the north and south side.• Cut internal brick wall above openings to provide vertical expansion joints to match the existing external vertical expansion joints.• Repointed joints as necessary where the mortar has leached out.• Repaired horizontal crack on brick wall to the right of expansion joint.• Repaired other minor cracks on brick walls.• Removed roof sheets and ensure purlins were securely fastened to the roof trusses then secure the trusses to the panel of brickwork at eight fixing points to prevent the wall from moving any further.
<p>Male and female toilets (Eastern side of building)</p> <ul style="list-style-type: none">• Expansion of joints to match the existing external expansion joints.• Re pointed joints where mortar has leached out• Supplied and install two columns to brace the wall outside the female toilets
<p>Kitchen area</p> <ul style="list-style-type: none">• Cut brick wall above window on south side to provide vertical expansion joints to match existing external expansion joints• Repaired cracks above door on north side.• Repairs of joints where mortar has leached out.
<p>All External walls</p> <ul style="list-style-type: none">• Repair cracks on brick face walls above openings• Re pointing of bricks where the mortar has leached out of the joints.• Repair excessive leaching / fretting of brick face on the north east corner wall and east side of building.

**NOTE the renewal and/or repair of internal appliances and furniture is NOT the responsibility of the City, this is solely the responsibility of the Moonyoonooka Horse and Pony Club.*

In the interest of moving forward with a Lease agreement the City have provided Two (2) options. The Moonyoonooka Horse and Pony Club are required to advise of a preferred option by COB 21st February 2019. If the Club do not respond by COB 21st February 2019 the City will immediately begin to execute Option 2.

Option 1:

Upon receipt of a signed copy of this letter, the City will immediately undertake the necessary inspection of the main buildings power as well as repair works to the main building guttering at no cost to the Club. Once these works are complete the City will commence preparation of a draft lease, from there the Club will then enter into a formal Lease Agreement.

As previously stated it should be understood that the City is 'gifting' the building to the Club and in doing so the Club would have, under a lease, the sole responsibility of maintaining the facility under the lease term conditions. In this way, the Club would be in its operations consistent with all other sporting/community clubs that occupy Crown land for club facility leasing.



Option 2

If the Moonyoonooka Horse and Pony club are not willing to sign or agree to the terms of this letter and/or do not want to enter into a lease agreement. The City will begin to seek approval from The City's Executive Management team to demolish the building.

The City strongly advise against this option as it will significantly reduce the clubs capacity to apply for future grant funding for Clubroom upgrades without a longstanding lease.

To ensure compliance with the minister of lands, the City are required to enter into a formal lease. This will allow the club to continue utilising the Crown Reserve.

Please contact Emma Smith, Sport & Leisure Planner on 08 9956 6906 should you require any further information

Moonyoonooka Horse & Pony Club Representative Authorisation:

Name: Zoei Nixon

Position Held: President

Signature: Zoei Nixon


Date: 19/2/19

Witness Name: Verdell O'Brien

Signature: VOB

Date: 19/2/19

Yours sincerely


David Emery
MANAGER SPORT AND LEISURE