



Expressions of Interest for Lease of the Brewarrina Caravan Park

Brewarrina Shire Council is seeking Expressions of Interest (EOI) submissions from interested parties for the operation of the Brewarrina Caravan Park for a period of up to three years with a three year option, subject to Council assessment of performance.

The Brewarrina Caravan Park is located within Crown Reserve 8506 covering an area of approximately 1.4ha. The Caravan Park currently provides 12 powered caravan sites and 8 powered camp sites. There is also an office, amenities, laundry and sheds.

Whilst a lease fee is to be negotiated, the Council would prefer to hear from applicants who can establish that they would be prepared to :

- Provide a professional , courteous and friendly service for customers to the park
- Maintain the facilities in a clean and tidy condition and carry out repairs as required.
- Ensure that the lawns, gardens and camp facilities are inviting and provide value add in terms of additional activities or events particularly during the peak tourist season.
- Maintain a supervisory presence at the park and ensure there is someone present to respond to any issues that may arise.
- Ensure that the campers are the first priority in terms of safety and well-being.
- Work with the Visitor Information centre, museum committee and other accommodation and camping facilities in the town to maximise the returns to the community from visitors staying and visiting Brewarrina.

The rewards:

Council has in the past offered the caravan park for a nominal fee based on the lessee making and delivering on commitments to promote the Shire, develop tourism opportunities, make improvements and manage the facilities. Any camping fees charged are retained by the Lessee as is any income associated with the operation of the caravan park.

Outgoings will include, staff, equipment, insurance, electricity, telephone, Council rates and utility charges as are applicable to the operation of such a facility.

Capital Infrastructure Improvements;

In recognition of the nominal rental, Council and the lessee will need to reach agreement on a program of works to be undertaken to improve services and facilities and the lessee should consider this as part of the EOI.

More information:

Please contact the Shire office for a copy of the draft lease and EOI proposal form. Any inquiries to the General Manager Mr Jeff Sowiak . Email; gm@brewarrina.nsw.gov.au phone 68305100.

Date For submissions:

EOI must be lodged via email to ea@brewarrina.nsw.gov.au or in person or via mail to the Brewarrina Shire Council P.O Box 125 Brewarrina 2839 on or before **12noon on Friday 9th February.**

Jeff Sowiak
General Manager

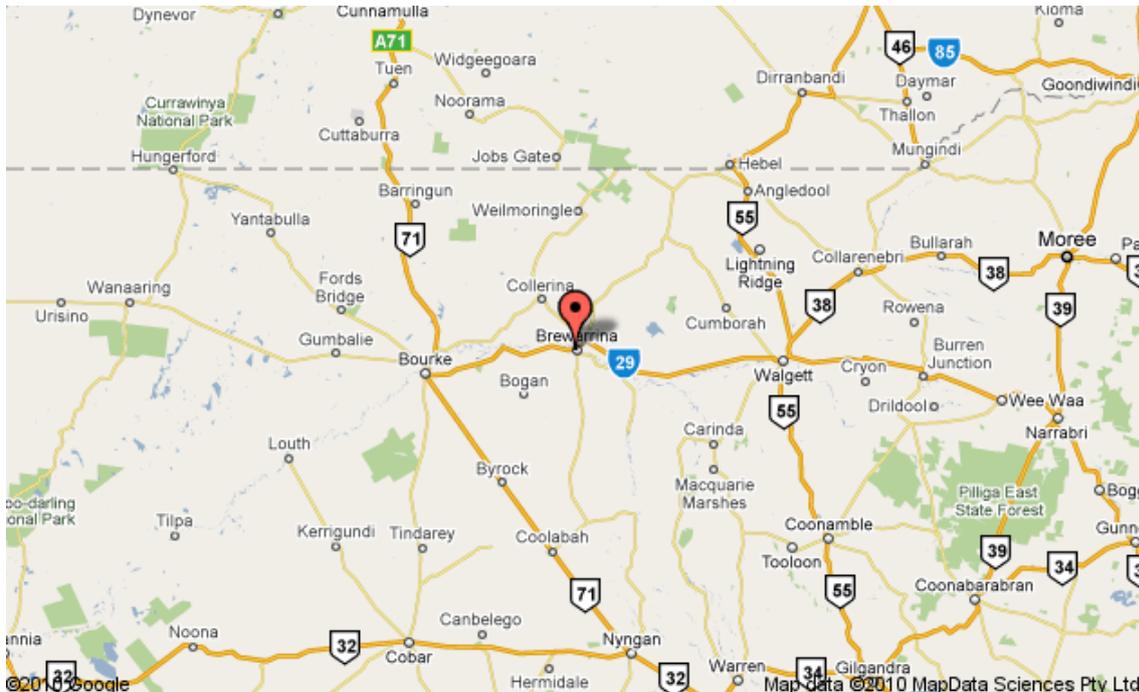
BREWARRINA CARAVAN PARK (RESERVE 8506)

CALL FOR EXPRESSION OF INTEREST

1.0 The Invitation

Brewarrina Shire Council (Council) is seeking Expressions of Interest (EOI) submissions from interested parties (Proponents) for the operation of the Brewarrina Caravan Park located within Crown Reserve 8506 for Public Recreation.

The Caravan Park is situated within the Brewarrina Shire Local Government Area and is located in next to the Memorial Swimming Pool on Church St, Brewarrina., Brewarrina is approximately 4 hours north west of Dubbo and is located on the popular Darling River Run tourist trail between Lightning Ridge and Bourke. The approximate location of the Park is shown by red dot in Figure 1.



The EOI is an opportunity for Proponents with demonstrated expertise and capacity to successfully operate, maintain and improve the Caravan Park.

Following receipt of the EOI submissions, an assessment process will take place with a view to establishing a shortlist for further information or selection.

It is intended that a preferred proponent will be identified and will be issued with a suitable lease for the use and occupation of the site.

2.0 Background

The Brewarrina Caravan Park is located within Crown Reserve 8506 covering an area of approximately 1.4ha. The Caravan Park currently provides 12 powered caravan sites and 8 powered camp sites (ability to reconfigure more).

The Opportunity

A successful lessee with appropriate expertise will be offered a lease for an initial term of 3 years with an option for a further 3 years. The successful lessee will be charged an annual rental as agreed and will be required to operate and maintain the caravan park at their own expense. All caravan park income will be retained by the proponent.

Council has in the past offered the caravan park for a nominal fee based on the lessee making and delivering on commitments to promote the Shire, develop tourism opportunities, make improvements and manage the facilities. Any camping fees charged are retained by the Lessee as is any income associated with the operation of the caravan park.

Outgoings will include, staff, equipment, insurance, electricity, telephone, Council rates and utility charges as are applicable to the operation of such a facility.

Council and the Lessee will agree on any capital works and the time line for the works to be completed prior to the lease commencing.

3.0 Legislative Instruments and Planning Requirements

There are a number of legislative instruments and planning policies that will apply to the Park. These may include, but will not necessarily be limited to the following:

- Crown Lands Act 1989
- Local Government Act 1993
- Local Government (Manufactured Home Estates, Caravan parks, Camping Grounds and Moveable Dwellings) Regulation 2005.
- "Approval to Operate a Caravan Park" granted under the Local Government Act 1993.

4.0 Site and Context

5.1 Site Description and Scenic Value

The site has an area of approximately 1.4 hectares and is located within the local government area of Brewarrina, Parish of Brewarrina, and County of Clyde. The land is Crown land being part Reserve 8506 for Public Recreation.

Access to the Park is off Church St, in the Brewarrina township.

5.2 Existing Improvements and Infrastructure

The Caravan Park has been developed on the site and includes an ablutions block, BBQ area, laundry and 12 powered caravan sites and 8 powered camp sites.

A full list of improvements within the park is listed on Annexure "A".

The current electrical and water supply infrastructure are aged and will not support more than the current long term casual site holders without significant upgrades. The Brewarrina Shire Council does not have any plans to undertake any capital works within the Brewarrina Caravan Park.

5.3 Existing Improvements and Infrastructure

The site has no permanent accommodation however it is an expectation of the lease that the lessee or lessee's representative lives on the site in a transportable home provided by the lessee. The transportable home at the end of the contract may be taken with the lessee or on sold to a new lessee.

5.0 Other Information

- Draft lease conditions Annexure “B”

Please note that all documentation, and other materials contained or referred to in this document are made available to the Proponents on the basis that:

- The information is made available for convenience purposes only
- No representations or warranties are made as to the accuracy, correctness, completeness or comprehensiveness of the information or that it contains all the information that the Proponents may require in compiling proposals.
- Proponents should, to the extent needed for their proposals carry out their own investigations in relation to the nature and characteristics of the land and infrastructure and satisfy themselves about the accuracy, correctness, completeness or comprehensiveness of any information in this document or otherwise made available through this process.

6.0 Expression of Interest Assessment Criteria

All proposals will be evaluated against Assessment Criteria outlined below. An Assessment Panel will be established to review the proposals and recommend the successful Proponent or a shortlist of Proponents. The Assessment Criteria as listed below may not be accorded equal weight and are not listed in any particular order. The **Assessment Criteria are:**

- **Capability – The Proponent’s capacity, capability and expertise to operate a commercial caravan park;**
- **Maintenance and Upgrade – The Proponent’s proposed plan for, and capacity to undertake, necessary maintenance and improvement of park facilities, including repair of the aged water supply pipeline as required; and**
- **Commercial – The commercial viability of the proposal as demonstrated by the Proponent’s Business Case.**

8.0 Content of Expression of Interest Submissions

Proponents are required to lodge a proposal that accepts the conditions offered by Brewarrina Shire Council. Council will consider counter offers, however, proposals that present a cost neutral outcome for Council will be highly regarded.

Expressions of Interest must include;

- **Proponent’s name (if a company, both the business name and any trading name to be provided)**
- **Type of organisation and legal entity (if applicable)**
- **Details of company ownership (if applicable)**
- **Australian Company Number and Australian Business Number (if applicable)**
- **Address and/or place of business**
- **Telephone/fax numbers and email address**
- **Proponent is to demonstrate their capacity and capability to operate the Caravan Park and address estimated operational and capital costs.**

9.0 Inquiries and Inspections

All enquiries in relation to this Call for Expression of Interest are to be directed to:

Mr Jeff Sowiak
Brewarrina Shire Council
75 Bathurst St
Brewarrina NSW 2839

T: 02) 68305100

F: 02) 68392100

E: breshire@brewarrina.nsw.gov.au

Lodging Your EOI Proposal

Proposals are to be in a sealed envelope clearly marked:

EXPRESSION OF INTEREST BREWARRINA CARAVAN PARK

Proposals can be mailed, delivered by hand or emailed to ea@brewarrina.nsw.gov.au

Proponent's can mail proposals to Brewarrina Shire Council at:

Brewarrina Shire Council
75 Bathurst St
Brewarrina NSW 2839

Closing Date: The Expressions of Interest closes at 12 noon on Friday 9th of February 2018.

Annexure “A”

Inclusions Brewarrina Caravan Park

Crown owned improvements

The following list of inclusions are offered in an “as is” condition, and the Brewarrina Shire Council will not repair or replace any inclusion that may fail.

Inclusions:

- Amenities block
- Clothes dryer
- Washing machine
- Disabled toilet / shower
- BBQ area
- Fire safety equipment
- Clothes lines
- Signage
- Front garden irrigation system

Exclusions Brewarrina Caravan Park

- Maintenance equipment owned by Brewarrina Shire Council including hoses, sprinklers and cleaning equipment.

Annexure “B”

Draft lease conditions and Schedule of Works

Under the terms of the proposed lease agreement, Council would have no responsibility to maintain associated Caravan Park expenses as described below;

Rates

The Lessee will when the same become due for payment pay all (or in the first and last year of the Term the appropriate proportionate part) rates, taxes (including Land Tax), assessments, duties, charges and fees whether municipal, local government, parliamentary or otherwise which are at any time during the currency of this Lease separately assessed and lawfully charged upon, imposed or levied in respect of the Lessee's use or occupation of the Premises to the extent referable to the Lessee's use or occupation of the Premises.

The Lessee will if required by the Lessor produce to the Lessor evidence for such payments within 10 business days after the respective due dates for payment and in case such rates, taxes, duties and fees so covenanted to be paid by the Lessee are not paid when they become due the Lessor may if it thinks fit pay the same and any such sum so paid may be recovered by the Lessor from the Lessee.

Other Charges

The Lessee will pay all other fees, charges and impositions not referred to in clause 12 for which it may properly be liable and which are at any time during the Term payable in respect of the Premises or on account of the use and occupation of the Premises by the Lessee.

Services

The Lessee will as and when the same become due for payment pay to the Lessor or to any other person or body authorised to supply the same all proper charges for gas, electricity, water or other services supplied to the Lessee or consumed in or on the Premises, by the Lessee.

Cost of work

Whenever the Lessee is required under this Lease to do or effect any act, matter, work or thing then the doing of such act matter or thing will unless this Lease otherwise provides be at the sole risk, cost and expense of the Lessee.

Costs Payable to Lessor

Except where a law limits costs being incurred by a Lessee being recovered from the Lessor, the Lessee will pay in full the Lessor's reasonable legal costs, the fees of all consultants and all duties fees, charges and expenses incurred reasonably, properly and in good faith by the Lessor in consequence of or in connection with or incidental to:

- (a) the preparation, completion, stamping and registration of the Lease;
- (b) any variation of the Lease made otherwise than at the request of the Lessor;
- (c) any application for the consent of the Lessor and the Minister if applicable under the Lease;
- (d) any and every failure to comply, breach or default by the Lessee under the Lease;
- (e) the exercise or attempted exercise of any right power privilege authority or remedy of the Lessor under or by virtue of the Lease;
- (f) the examination of plans, drawings and specifications of any improvement erected or constructed or to be erected or constructed on the Premises by the Lessee and the inspection of it, in this case the costs to be mutually agreed;
- (g) any entry, inspection, examination, consultation or the like which discloses a breach by the Lessee of any provision of the Lease;
- (h) the Lessee requiring the Lessor to do any act, matter or thing under this Lease, unless otherwise provided for in the Lease, the Lessee will reimburse the Lessor for all reasonable costs and expenses incurred in complying with that requirement.

Costs payable by Lessor

The Lessor will pay its own direct and external consultants costs in relation to any rental redetermination matter without reimbursement from the Lessee.

Proposal

Brewarrina Shire Council propose the following schedule of works however Council is willing to negotiate the schedule of works or alternatively supply some materials required to fulfil the schedule of works. Applicants are invited in their Expression of Interest to provide reasonable alternate suggestions for Councils consideration if they feel the below schedule of works is not achievable.

Term	3 years with an option of an additional 3 years subject to satisfactory performance.
INITIAL RENT	To be negotiated
RENT REBATE (CHARITABLE OR NOT FOR PROFIT)	\$0

ORGANISATIONS)	
DUE DATE FOR RENTAL PAYMENT	In advance on signing of lease agreement
Market Rent Review Date	3 years from lease commencement date and every 3 years thereafter
PUBLIC RISK INSURANCE AMOUNT	\$10 Million
Schedule of Works	<p>This annexure sets out the minimum maintenance and improvements to be undertaken by the Lessee within the three year term of the lease.</p> <ul style="list-style-type: none"> • To be completed and agreed