



DISCLAIMER

MINUTES OF ORDINARY COUNCIL MEETING HELD 19 AUGUST 2008

I hereby certify that the Minutes of the Ordinary Meeting of Council held 19 August 2008 are a true and accurate record of the proceedings contained therein.

Shire President Confirmed

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SHIRE OF WYNDHAM-EAST KIMBERLEY

MINUTES

OF THE ORDINARY COUNCIL MEETING
HELD ON TUESDAY 19 AUGUST 2008 AT 6:00 PM

1. DECLARATION OF OPENING / ANNOUNCEMENT OF VISITORS

The meeting was declared open at 6.02pm.

2. RECORD OF ATTENDANCE

Cr M Pucci	Shire President
Cr R Addis	Councillor
Cr D Ausburn	Councillor
Cr P Caley	Councillor
Cr J Moulden	Councillor
Cr J Parker	Councillor
Cr K Wright	Councillor
Peter Stubbs	Chief Executive Officer
Alex Douglas	Executive Manager Engineering and Regulatory Services
Keith Williams	Executive Manager of Town Planning
Jo-Anne Ellis	Executive Manager of Corporate Services
Fiona Kuiper	Executive Support Officer - CEO
Zoe Akkerman	Executive Support Officer – Minute Taker
Karyn Apperley	Executive Manager of Community Services entered chambers at 6.04pm

PUBLIC GALLERY

Mark Northover	Jenny Law
Trevor Brown	Vicky Nazer
Laurie McKenzie	Darren Spackman
Claire Kelly	

APOLOGIES

Cr F Mills

LEAVE OF ABSENCE (PREVIOUSLY APPROVED)

Nil

3. DECLARATIONS OF INTEREST

- **Financial Interest**

Peter Stubbs declared a financial interest in item 16.1 - CEO Employment Contract, as the proposed contract relates directly to his employment as the Chief Executive Officer.

Cr J Parker declared a financial interest in item 12.1.3, Cambridge Gulf Shares, as her husband is employed by Cambridge Gulf.

Cr D Ausburn declared a financial interest in item 12.4.1, Proposed Lease Lake Kununurra Boat Operators and Item 12.4.3, Reserve 41812 Commercial Lease Review, as she supplies products to businesses mentioned in these items.

Cr M Pucci declared a financial interest in item 12.5.1, Kununurra Youth Centre, as she is employed by Department of Child Protection.

- **Members Impartiality Interest**

Peter Stubbs declared a impartiality interest in item 15.1 - Tender T01-08/09 Design and Construction Tender, Kununurra Multipurpose Courts, as his wife is a member of the Netball Association and receives payment for umpiring Netball games.

Jo-Anne Ellis declared an impartiality interest in item 12.5.2, Kununurra Child Care Facility, as she is on the Management Committee of the Child Care Centre and her daughter attends the Child Care Centre.

Cr R Addis declared an impartiality interest in item 12.5.1, Kununurra Youth Centre, as he is the Chief Executive Officer of the Wunan Foundation, a Tenant of the Youth Centre.

- **Proximity Interest**

Nil

4. RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE

Nil

5. PUBLIC QUESTION TIME

Nil

6. APPLICATIONS FOR LEAVE OF ABSENCE

COUNCIL DECISION

Minute No. 8309

Moved: Cr K Wright

Seconded: Cr D Ausburn

That Council grant Cr J Moulden a leave of absence for the Ordinary Meeting of Council 16 September 2008.

Carried Unanimously 7/0

7. PETITIONS

Nil

8. CONFIRMATION OF MINUTES

8.1. Confirmation of Minutes of the Ordinary Meeting of Council Held On Tuesday 15 July 2008.

RECOMMENDATION

That Council confirm the Minutes of the Ordinary Meeting of Council held on Tuesday 15 July 2008.

COUNCIL DECISION

Minute No. 8310

Moved: Cr K Wright

Seconded: Cr P Caley

That Council confirm the Minutes of the Ordinary Meeting of Council held on Tuesday 15 July 2008.

Carried Unanimously 7/0

8.2. Confirmation of Amended Minutes of the Special Meeting of Council Held On Tuesday 1 July 2008.

RECOMMENDATION

That Council confirm the Amended Minutes of the Special Meeting of Council held on Tuesday 1 July 2008.

COUNCIL DECISION

Minute No. 8311

Moved: Cr D Ausburn

Seconded: Cr K Wright

That Council confirm the Amended Minutes of the Special Meeting of Council held on Tuesday 1 July 2008.

Carried Unanimously 7/0

9. ANNOUNCEMENTS BY THE PERSON PRESIDING WITHOUT DISCUSSION

Cr M Pucci, Shire President reports as follows:

I am pleased to advise that the State Government has agreed to provide \$300,000 over 3 years to support delivery of Youth Services in the East Kimberley region. This is consistent with the recommendation and request of Council. Indications are good that the Commonwealth Government will provide similar funding as requested.

I would like to publicly record my appreciation to former Cr John Buchanan who resigned from Council Tuesday 5 August. John has provided terrific community service across his 7 years as a Councillor. He was Chairman of Audits Committee, a member of Councils Airport Committee and a passionate support of regional development. I wish John and his wife Pat well in the future.

10. DEPUTATIONS/PRESENTATIONS/SUBMISSIONS

Nil

11. MINUTES OF COUNCIL COMMITTEE MEETINGS

11.1. Note the Unconfirmed Minutes of the Audit Committee Meeting Held On Monday 11 August 2008.

RECOMMENDATION

That Council note the unconfirmed Minutes of the Audit Committee Meeting held on held on Monday 11 August 2008.

COUNCIL DECISION

Minute No. 8312

Moved: Cr K Wright

Seconded: Cr J Moulden

That Council note the unconfirmed Minutes of the Audit Committee Meeting held on held on Monday 11 August 2008.

Carried Unanimously 7/0

12. REPORTS

12.1. REPORTS FROM AUDIT COMMITTEE

12.1.1. Significant Accounting Policies

DATE:	11 August 2008
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	Shire of Wyndham East Kimberley
AUTHOR:	Gill Old, Manager Financial Services
REPORTING OFFICER:	Jo-Anne Ellis, Executive Manager Corporate Services
FILE NO:	60.01.02

PURPOSE

To recommend to Council adoption of amended policy F7 Significant Accounting Policies, and to make suggested election regarding the impending withdrawal of Australian Accounting Standard (AAS) 27 - Financial Reporting by Local Governments.

BACKGROUND

UHY Haines Norton, the appointed Auditors for Shire of Wyndham East Kimberley annually release supporting documentation to assist with the preparation of Budget and Financial Reports for Local Government Authorities to ensure compliance with Australian Accounting Standards (as they apply to local governments), other mandatory professional reporting requirements and the Local Government Act 1995 and accompanying regulations. This documentation includes significant accounting policies to be adopted by Council.

In addition to these significant account policies, UHY Haines Norton have provided information and advice regarding the impending withdrawal of AAS27 – Financial Reporting by Local Governments, by the Australian Accounting Standards Board (AASB). The new standards will apply for local government in Western Australia for the year ended 30 June 2009.

STATUTORY IMPLICATIONS

Local Government Act 1995

POLICY IMPLICATIONS

Council Policy F7 – Significant Accounting Policies

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Key Result Area 5 – Governance

Goal 2 – Financial Management
Strategy 2

COMMENT

Amendments to the Policy document the financial reporting measures that are required by the Shire of Wyndham East Kimberley appointed auditors UHY Haines Norton to ensure compliance with Australian Accounting Standards, other mandatory professional reporting requirements and the Local Government Act 1995 and accompanying regulations. Also attached are the guidance notes relating to the impending withdrawal of AAS27.

For local Government in Western Australia the new standards apply to annual reporting periods ending 30 June 2009 and not the current reporting year (ie: 30 June 2008).

In relation to AASB1051.9 Land Under Roads, it has been suggested by our Auditors that Council make an election, by Council resolution, prior to 30 June 2009 not to recognise land under roads acquired before 30 June 2008.

ATTACHMENTS

Amended Policy F7 – Significant Accounting Policies
UHY Haines Norton – Guidance Note 15 – Impending Withdrawal of AAS27

VOTING REQUIREMENT

Simple Majority

OFFICER RECOMMENDATION

That the Audit Committee recommends to Council:

- 1) adoption of revised policy F7 Significant Accounting Policies
- 2) in accordance with AASB1051-Land Under Roads, Council elects to continue not to recognise land under roads acquired on or before 30 June 2008.

COMMITTEE DECISION

Minute AC096

Moved: Cr K Wright

Seconded: Cr R Addis

That the Audit Committee recommends to Council:

- 1) adoption of revised policy F7 Significant Accounting Policies
- 2) in accordance with AASB1051-Land Under Roads, Council elects to continue not to recognise land under roads acquired on or before 30 June 2008.

Carried Unanimously: 3/0

COMMITTEE RECOMMENDATION

That in accordance with AASB1051-Land Under Roads, Council elects to continue not to recognise land under roads acquired on or before 30 June 2008.

Note: Committee Decision AC096(1) is included in this agenda under the item Budget Adoption

COUNCIL DECISION

Minute No. 8312

Moved: Cr J Parker

Seconded: Cr K Wright

That in accordance with AASB1051-Land Under Roads, Council elects to continue not to recognise land under roads acquired on or before 30 June 2008.

Note: Committee Decision AC096(1) is included in this agenda under the item Budget Adoption

Carried Unanimously 7/0

12.1.2. Assets Policy

DATE:	11 August 2008
PROONENT:	Shire of Wyndham East Kimberley
LOCATION:	N/A
AUTHOR:	Bonnie Cole, Senior Finance Officer
REPORTING OFFICER:	Jo-Anne Ellis, Executive Manager Corporate Services
FILE NO:	N/A
ASSESSMENT NO:	N/A

PURPOSE

To provide a detailed policy for Asset Management to comply with Australian Accounting Standards.

BACKGROUND

In the past Council's Asset Register has been documented in the form of an Excel Spreadsheet, which staff would add to annually. With the change over to the new computing system last year, Council is now able to maintain its Asset Register on Synergy. This information is currently being reformatted to be uploaded.

As a result of this process, the need has arisen to re-evaluate depreciation rates of some assets. Previously depreciation of an asset was calculated on a case by case basis.

To create uniformity throughout our asset register it is the opinion of staff that an Asset Management Policy is required.

This document provides clarification to employees and auditors on how to classify and depreciate the assets of the Shire.

STATUTORY IMPLICATIONS

LOCAL GOVERNMENT ACT 1995 - SECT 2.7

The role of the council

2.7 The role of the council

(1) The council —

- (a) directs and controls the local government's affairs; and
- (b) is responsible for the performance of the local government's functions.

(2) Without limiting subsection (1), the council is to —

- (a) oversee the allocation of the local government's finances and resources; and
- (b) determine the local government's policies.

AUSTRALIAN ACCOUNTING STANDARD AASB116: Property, Plant and Equipment

POLICY IMPLICATIONS

This a new Policy

Policy F7 – Significant Accounting Policies

FINANCIAL IMPLICATIONS

This policy will influence how assets will be accounted for in the Shire's accounts. Purchases below \$5,000 will be expensed in full in the year in which they are purchased rather than expensing them out over the period of the asset's useful life. The financial year in which this transition will be made will have a large adjustment for the year to remove any items below the agreed value. After this the annual depreciation will decrease however, operating expenses for the future years will increase.

STRATEGIC IMPLICATION

Provision of meaningful, consistent and accurate details on the Shire's asset base for financial reporting and management purposes.

COMMUNITY CONSULTATION

Nil

COMMENT

During the transition of the asset register to the new database, it was found that current asset management practices was open to interpretation, and a Council policy would enable a consistent approach to asset identification, **recognition and depreciation**. This policy will reflect recent changes in the Shire's asset register and will be consistent with Policy F7 – Significant Accounting Policies.

ATTACHMENTS

DRAFT Policy F20 - Asset Management Policy

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That the Audit Committee recommend that Council adopt Policy F20 – Non Current Asset Management Policy.

COMMITTEE DECISION

Minute AC095

Moved: Cr R Addis

Seconded: Cr F Mills

That the Audit Committee recommend that Council adopt Policy F20 – Non Current Asset Management Policy.

Carried Unanimously: 3/0

COMMITTEE RECOMMENDATION

That the Council adopt Policy F20 – Non Current Asset Management Policy.

COUNCIL DECISION

Minute No. 8313

Moved: Cr R Addis

Seconded: Cr D Ausburn

That the Council adopt Policy F20 – Non Current Asset Management Policy.

Carried Unanimously 7/0

Attachment Policy F20 - Asset Management Policy

POLICY No:	F20
DIVISION	Finance
SUBJECT:	Asset Management Policy
REPORTING OFFICER	Executive Manager Corporate Services
ENABLING LEGISLATION	Australian Accounting Standards Board

OBJECTIVE:

To ensure compliance and provide guidelines for management on Non-Current Assets.

POLICY:

Non-Current Assets held by Council are recorded in accordance Australian Accounting Standards Board (AASB) general classifications in order to provide meaningful, consistent and accurate details on the Shire's asset base for financial reporting and management purposes.

Non-Current Assets arise from capital expenditure that can be either purchased directly or manufactured/constructed. The Shire of Wyndham East Kimberley may also receive donated or partially funded assets, which although maybe at a lower or no cost to Council, still satisfies the requirements for asset recognition. All capital expenditure incurred by Council must be considered in terms of the definition of assets.

Assets that may be considered Non-Current in nature but are not recorded in the Asset Register due to valuation (ie: items under \$5,000) are to be recorded as the 'inventory' items. All inventory items should be included in the annual stock take of all assets.

Non-Current Assets

Non-Current Assets should comply with the recognition and measurement requirements of AASB 116 Property, Plant and Equipment.

For the purposes of recording Non-Current Assets in Council's accounts, an item will be considered an "asset", based on whether the item has been allocated to a capital account, is not of a consumable nature and is valued over \$5,000. All items purchased and allocated to a capital general ledger account are known as "asset acquisitions".

Inventory Items

It is important that items that are considered to be prone to misappropriation are to be duly recorded as an inventory item, therefore any items purchased costing less than \$5,000 and allocated to an operating account may be listed as an inventory item

and remain accountable. These items are recorded in Synergy in a subsection of the Asset Register as inventory items (a non-depreciable asset).

Works of Art

Council also has a large number of pieces of art work. These pieces shall also be included on the asset register, similar to inventory items, in that they are not to be depreciated but kept as a record and subject to stock take.

Reporting of Assets

The accurate classification and recording of assets allows Council to determine the amount of funds invested and the cost involved in supplying the necessary infrastructure to support the administrative activities of the Shire.

For reporting purposes, assets are recorded by group and class:

Group	Class	Examples
Land and Building	Land	Land
	Buildings	Offices, houses, hardcourts, large sheds
	Minor Buildings & Building Improvements	Extensions, small sheds, fencing
Furniture and Equipment	Furniture	Desks, Chairs, cupboards, folding chairs
	Equipment	Ice machines, dishwashers, portable refrigerators, gym equipment
	Computers	Computers, Servers, Software
	Communications	Telephone systems, 2-way Radios
Plant & Equipment	Light Plant	Fleet vehicles (sedans & office based utilities)
	Medium Plant	Work utilities, trucks, trailers, ride-on mowers
	Heavy Plant	Graders, loaders
	Minor Plant	Welders, trolley jacks, saws, conveyor belts
Roads and Infrastructure	Roads	Sealed Roads, Unsealed Roads
	Runways/Aprons/Taxiways	Apron, lighting, runways
	Bridges	
Footpaths	Footpaths	Linkpath, footpaths, sidewalks, cyclepath
Drainage	Drainage	Culverts, drains
Infrastructure – Parks and Ovals	Parks	Parks, park reticulation

	Ovals	Ovals, oval reticulation
Infrastructure – Other	Street Lighting	Street lighting
	Boat Ramps	Boat ramps, Jetties
	Reticulation	Other than for parks and ovals
Inventory Items (Attractive items - value less than \$5,000)	Art	Art Work
	Attractive Items – Computers	Laptops, hardware, software
	Attractive Items- Communications	Mobile Phones, 2-way radios
	Attractive Items - Plant	Tools, electric tools
	Attractive Items – other	Cameras

Land and Building

The purchase of Land and/or Building constitutes capital expenditure and should be recorded as a “Land & Buildings” asset. Buildings under construction are recorded at cost. All improvements to land and/or buildings in this class include:

- Swimming pools and any refurbishments
- Courts – tennis, netball etc
- Fencing and retaining walls
- Airport Terminals

Furniture and Equipment

Purchase of furniture including chairs, desks, bookshelves, filing cabinets. Office Equipment is inclusive of photocopiers, printers, scanners and typewriters.

Computers –this class includes hardware and software – hardware being UPS, servers, personal computers and laptops and software being that which is integral to the operation of the computer (such as set-up software) which would constitute capital expenditure and should be included in the total cost of the purchasing of the computer package. Purchases of computer applications software do not usually constitute capital expenditure, eg Excel, Word, email applications. These amounts should be regarded as expenditure.

Plant and Equipment

Purchase of all motor vehicles including sedans, graders, loaders, trailers and tractors. Purchases of plant (power tools-mowers, brush cutters etc) with a value equal to or greater \$5,000 included in are recorded at invoice value ex GST as an asset. Any purchases less than \$5,000 remain as accountable items and should be included as inventory items.

Depreciation of Assets

Assets are depreciated on an ‘estimated useful life’ basis:

Description	Estimated Useful life (years)
<u>Land and Buildings</u>	
Land	
Buildings	50
Minor Buildings and Building Improvements	10
<u>Furniture and Equipment</u>	3

Computers	
communications	5
Furniture	10
Equipment	5
<u>Plant and Equipment</u>	
Light Plant	3
Medium Plant	3
Heavy Plant	10
Minor Plant	10
<u>ROADS</u>	
Roads and Bridges	50
<u>RUNWAY/APRONS/TAXIWAYS</u>	
Runways/ Aprons/ Taxiways	15
<u>FOOTPATHS</u>	
Footpaths	20
<u>DRAINAGE</u>	
Drainage	10
<u>INFRASTRUCTURE - PARKS & OVALS</u>	
Parks and Ovals	15
<u>INFRASTRUCTURE - OTHER</u>	
Street Lighting	15
Boat Ramps	15

Disposal of Assets

Assets identified for disposal may be dispensed with by using the following acceptable methods of disposal:

Sale by public tender or auction

Trade-in

In addition assets may be removed from the asset register or inventory register if it has been identified that they have been:

Destroyed

Lost or Stolen

The disposal option will normally be influenced by the nature of goods for disposal and by their location and market value.

Disposals by way of sale or trade-in are to be recorded on the asset register at the value of the disposal and profit/loss recorded.

If item has been destroyed, lost or stolen then the disposal is defined as a write off and the disposal value is equal to the net book value.

12.1.3. Cambridge Gulf Shares

DATE:	11 August 2008
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	Shire of Wyndham East Kimberley
AUTHOR:	Bonnie Cole, Senior Finance Officer
REPORTING OFFICER:	Jo-Anne Ellis, Executive Manager Corporate Services
FILE NO:	66.13.03
ASSESSMENT NO:	N/A

Cr J Parker Left the chambers at 6.09pm as she had declared a financial interest in item 12.1.3, Cambridge Gulf Shares, as her husband is employed by Cambridge Gulf.

PURPOSE

For the Audit Committee to provide direction regarding the Council's share holding with Cambridge Gulf Ltd and the Ord River District Co-operative.

BACKGROUND

At its Ordinary Meeting on 12 June 2006, Council considered its entitlement to vote as a member of the Ord District Co-Operative Limited, in the Co-Operative's proposed re-structure from a Co-Operative to a publicly unlisted company.

In June 2006, the Ord River District Co-Operative was restructured and every shareholder was given equal shares in both the Co-Operative and Cambridge Gulf Limited. As a result, Council now owns 4061 Cambridge Gulf Limited Shares and 4061 Ord River District Co-Operative shares.

STATUTORY IMPLICATIONS

Nil

POLICY IMPLICATIONS

Council's current investment policy relates only to long and short term deposits. It makes no reference to investing in company shares.

FINANCIAL IMPLICATIONS

Retention of all shares will ensure continued income from dividends for future financial years. The sale of Cambridge Gulf shares will result in an increase for the current financial year revenue however; future financial years will not receive any income from dividends.

Retention of the Ord River Co-operative Shares will ensure Council continues to receive rebates from the Co-operative.

STRATEGIC IMPLICATIONS

Nil

COMMENT

The following table shows the break down of dividends and rebates received over the last 3 years as a result of ownership of the shares from the Co-operative. Also included is the purchases made each year from the Co-operative. These purchases are mainly for chemicals and fertiliser.

Co-operative	2005/2006	2006/2007	2007/2008
Purchases	\$15478.10	\$7025.70	\$15175.10
Rebate Received	\$785.79	\$1331.06	\$513.39
Dividends Received	\$921.85	\$643.70	\$2274.16

CGL	2005/2006	2006/2007	2007/2008
Dividends Received	N/A	\$1421.35	\$852.81

It should be noted that the rebate received in each of the particular financial years is relating to the previous financial years' purchases. Over the past 3 years, Council has received additional income between \$1,500.00 and \$3,000.00 annually as a direct result of having these shares. As a shareholder, Council is eligible for a rebate on approved purchases made directly from the Co-operative. The value of this rebate varies depending on both, the value of purchases made and also the agreed percentage rebate made by the directors of the Ord River District Co-Operative. The percentage rebate is not affected by the number of shares a shareholder owns.

ATTACHMENTS

Nil

VOTING REQUIREMENTS

Simple Majority

OFFICER'S RECOMMENDATION

That the Audit Committee recommend to Council that:

- a. Council retain the current shares held with the Co-operative and continue to do business with the Co-operative to benefit from the dividends and the rebate when issued; and
- b. Council dispose of the current shares held with Cambridge Gulf Limited.

COMMITTEE DECISION

Minute AC094

Moved: Cr F Mills

Seconded: Cr R Addis

That the Audit Committee recommend to Council that:

- a. *Council retain the current shares held with the Co-operative and continue to do business with the Co-operative to benefit from the dividends and the rebate when issued; and*

- b. Council dispose of the current shares held with Cambridge Gulf Limited by public expression of interest with such sale to be ratified by the board of Cambridge Gulf Limited*

Carried Unanimously: 3/0

COMMITTEE RECOMMENDATION

That Council:

- a. Council retain the current shares held with the Co-operative and continue to do business with the Co-operative to benefit from the dividends and the rebate when issued; and
- b. Council dispose of the current shares held with Cambridge Gulf Limited by public expression of interest with such sale to be ratified by the board of Cambridge Gulf Limited

COUNCIL DECISION

Minute No. 8314

Moved: Cr J Moulden

Seconded: Cr K Wright

That Council:

- a. Council retain the current shares held with the Co-operative and continue to do business with the Co-operative to benefit from the dividends and the rebate when issued; and***
- b. Council dispose of the current shares held with Cambridge Gulf Limited by public expression of interest with such sale to be ratified by the board of Cambridge Gulf Limited.***

Carried Unanimously 6/0

Cr J Parker entered the Chambers at 6.10pm

12.2. CORPORATE SERVICES

12.2.1. Monthly Financial Report – June 2008

DATE:	19 August 2008
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	Shire of Wyndham East Kimberley
AUTHOR:	Gill Old, Manager Financial Services
REPORTING OFFICER:	Jo-Anne Ellis, Executive Manager Corporate Services
FILE NO:	60.14.04
ASSESSMENT NO:	N/A

PURPOSE

For Council to make recommendation regarding the Monthly Financial Report for June 2008.

BACKGROUND

Council is required to adopt Monthly Financial Reports, the minimum requirement, as stated in the Local Government (Financial Management) Regulations 1996, is to prepare a "Financial Activity Statement Report". Options were put to the Audit Committee in October 2006 to determine what was to be presented to Council. At this meeting, the Committee decided to present to Council every month the following information:

1. Financial Activity Statement report, by Function;
2. Financial Activity Statement report, by Responsible Officer (business unit);
3. Reconciliation of Cash Surplus to Current Assets; and
4. Municipal Bank Reconciliation.

STATUTORY IMPLICATIONS

Local Government (Financial Management) Regulations 1996 (as amended)

34. Financial activity statement report — s. 6.4

- (1) A local government is to prepare each month a statement of financial activity reporting on the sources and applications of funds, as set out in the annual budget under regulation 22(1) (d), for that month in the following detail:
 - (a) annual budget estimates, taking into account any expenditure incurred for an additional purpose under section 6.8(1) (b) or (c);
 - (b) budget estimates to the end of the month to which the statement relates;
 - (c) actual amounts of expenditure, revenue and income to the end of the month to which the statement relates;
 - (d) material variances between the comparable amounts referred to in paragraphs (b) and (c); and
 - (e) the net current assets at the end of the month to which the statement relates.

- (2) Each statement of financial activity is to be accompanied by documents containing:
- (a) an explanation of the composition of the net current assets of the month to which the statement relates, less committed assets and restricted assets;
 - (b) an explanation of each of the material variances referred to in sub regulation (1) (d);
and
 - (c) such other supporting information as is considered relevant by the local government.
- (3) The information in a statement of financial activity may be shown:
- (a) according to nature and type classification;
 - (b) by program; or
 - (c) by business unit.
- (4) A statement of financial activity and the accompanying documents referred to in sub regulation (2) are to be:
- (a) presented to the council:
 - (i) at the next ordinary meeting of the council following the end of the month to which the statement relates; or
 - (ii) if the statement is not prepared in time to present it to the meeting referred to in subparagraph (i), to the next ordinary meeting of the council after that meeting; and
 - (b) recorded in the minutes of the meeting at which it is presented.
- (5) Each financial year, a local government is to adopt a percentage or value, calculated in accordance with AAS 5, to be used in statements of financial activity for reporting material variances.
- (6) In this regulation:

“committed assets” means revenue unspent but set aside under the annual budget for a specific purpose;

“restricted assets” has the same meaning as in AAS 27.

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Monthly financial reporting is a primary financial management and control process, it provides Council with the ability to oversee the Shire’s financial performance against budgeted targets.

STRATEGIC IMPLICATIONS

Nil

COMMENT

As per annual precedence the financial position as at 30 June 2008 has not been fully determined at the time of this meeting. Accrual adjustments for provisions, final depreciation and allocation of administration overheads need to be finalised.

Accordingly we request Council to resolve to accept in lieu, the Annual Financial Report for 2007/2008 once they are audited.

ATTACHMENTS

Nil

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council direct officers that in lieu of presenting Management Reports for June 2008, Council will accept for review, the 2007/2008 Annual Report upon issue of the Audit Report.

COUNCIL DECISION

Minute No. 8315

Moved: Cr K Wright

Seconded: Cr D Ausburn

That Council direct officers that in lieu of presenting Management Reports for June 2008, Council will accept for review, the 2007/2008 Annual Report upon issue of the Audit Report.

Carried Unanimously 7/0

12.2.2. List of Accounts Paid Under Delegation 18

DATE:	19 August 2008
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	Shire of Wyndham East Kimberley
AUTHOR:	Sue Dillon, Senior Finance Officer
REPORTING OFFICER:	Jo-Anne Ellis, Executive Manager Corporate Services
FILE NO:	60.14.03
ASSESSMENT NO:	N/A

PURPOSE

To present the listing of accounts paid under delegated authority in accordance with the requirements of the Local Government (Financial Management) Regulations 1996.

BACKGROUND

Delegation 18 – Payment of Creditors was adopted by Council on 17 July 2007. This delegation gives authority to make payments from the Municipal Fund or Trust Fund to the Chief Executive Officer. There is a sub delegation to the Executive Manager Corporate Services, Manager Financial Services and Financial Officers.

STATUTORY IMPLICATIONS

Local Government Act 1995 – Section 5.42
Local Government (Financial Management) Regulations 1996 – Regulations 12 and 13

POLICY IMPLICATIONS

Delegation 18 – Payment of Creditors

FINANCIAL IMPLICATIONS

Ongoing management of Council funds by providing Council with sufficient information to monitor and review payments made.

STRATEGIC IMPLICATIONS

5.5 Key Result Area 5 – Governance Goal 2 – Financial Management

That the Shire's finances are well managed, user friendly with expenditure reflecting expressed community priorities.

COMMUNITY CONSULTATION

N/A

COMMENT

In accordance with statutory requirements and delegated authority, each payment from the Municipal Fund or the Trust Fund is to be noted on a list compiled each month showing: the payee's name, amount of payment, date of payment and sufficient information to identify the transaction. The list is to be presented to Council at the next ordinary meeting of the Council following the preparation of the list and is to be recorded in the minutes of the meeting at which it is presented.

ATTACHMENTS

List of Accounts Paid Under Delegation 18.

VOTING REQUIREMENT

Simple Majority

MANAGERS' RECOMMENDATION

That Council receives and accepts the listing of payments approved under Delegation 18 - Payment of Creditors, being:

Municipal cheques 038523 to 038571 (3 July to 31 July 2008)	\$420,011.91
EFT 103367 to EFT 103621 (3 July to 31 July 2008)	\$1,409,820.46
Payroll (1 July to 30 July 2008))	\$336,314.07
Direct bank debits (1 to 30 July 2008)	\$17,738.05
Total	\$2,183,884.49

COUNCIL DECISION

Minute No. 8316

Moved: Cr K Wright

Seconded: Cr J Moulden

That Council receives and accepts the listing of payments approved under Delegation 18 - Payment of Creditors, being:

Municipal cheques 038523 to 038571 (3 July to 31 July 2008)	\$420,011.91
EFT 103367 to EFT 103621 (3 July to 31 July 2008)	\$1,409,820.46
Payroll (1 July to 30 July 2008))	\$336,314.07
Direct bank debits (1 to 30 July 2008)	\$17,738.05
Total	\$2,183,884.49

Carried Unanimously 7/0

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List of Accounts Paid Under Delegation 18

List of Accounts Submitted to Council 19/8/08

Chq/EFT	Date	Name	Description	Amount
EFT103367	03/07/2008	CANCELLED PAYMENT		0.00
EFT103368		ARGYLE ENGINEERING	HIRE CRANE TO LIFT RAILWAY IRON, CUTTING IRON	346.78
EFT103369		BLACKWOODS ATKINS PTY LTD	MINOR TOOLS AND EQUIPMENT FOR CFVBFB	352.99
EFT103370		BUSH CAMP SURPLUS STORES	WORK SHIRTS	63.90
EFT103371		CHEMISTRY CENTRE (WA)	SAMPLING OF WATER RECEIVED ON 04/06/08	627.00
EFT103372		COUNCILLOR JANE PARKER	COUNCILLOR MEETING FEES FOR 01/04/08-30/06/08	2,100.00
EFT103373		COUNCILLOR JOHN BUCHANAN	COUNCILLOR MEETING FEES FOR 01/04/08-30/06/08	2,100.00
EFT103374		COUNCILLOR KEITH WRIGHT	COUNCILLOR MEETING FEES FOR 01/04/08-30/06/08	2,100.00
EFT103375		COURIER AUSTRALIA	FREIGHT OF FIRE FIGHTING CLOTHING	190.21
EFT103376		CROCODILE SIGNS	PRECAST CONCRETE YARD SIGN	480.70
EFT103377		DRYSDALE RIVER STATION	MEALS & ACCOMM FOR ALEX DOUGLAS 22/06/08	124.00
EFT103378		EAST KIMBERLEY DINGO	DIG TRENCH FOR 3 PHASE, REPAIR DEPOT FENCE	1,170.00
EFT103379		EAST KIMBERLEY HARDWARE	4L GREEN PAINT, CABLE TIES	139.10
EFT103380		FARMERS FRUIT & VEG – MART	ASSORTED PLATTERS - USER FUNCTION KNX AIRPORT	450.00
EFT103381		FESA - EMERGENCY SERVICES LEVY	ESL LEVY FEBRUARY 2008 - MAY 2008	12,223.81
EFT103382		FURNEAUX PRE CAST CONCRETE	LABOUR & SUPERVISION CONSTRUCTION PROJECTS	2,823.10
EFT103383		INFLIGHT MAGAZINE	HALF PAGE ADVERTISEMENT INFLIGHT MAGAZINE	770.00
EFT103384		JASON SIGNMAKERS LTD	CEMETERY PLAQUES	23.10
EFT103385		JSW HOLDINGS PTY LTD	10.8M3 N25 CONCRETE DELIVERED	3,053.16
EFT103386		K & M ALLCLEAN	ADDITIONAL CLEANING AT LEISURE CENTRE MAY 2008	445.00
EFT103387		KIMBERLEY INDUSTRIES METALAND	WELDER, MESH, D/BAR, PLASTIC, A/IRON, TOOLS	6,832.39
EFT103388		KIMBERLEY KOOL REFRIGERATION	MTCE AIR CONS LC, REPAIR ICE MACHINE DEPOT	396.00
EFT103389		KIMBERLEY MARKETING	DRY ICE FOR KNX MOSQUITO TRAPPING	165.00
EFT103390		KUNUNURRA DIESEL SERVICES	LOCATE AND REPAIR STARTER PROBLEM - 1BHW102	364.90
EFT103391		KUNUNURRA HOME & GARDEN	AUTOMATIC DOOR CLOSER	37.09
EFT103392		KUNUNURRA SECURITY SERVICE	REFUND OF ASIC CARD BONDS	166.00
EFT103393		LOCAL GOVERNMENT ASSOC QLD	K TRIPP REG ENVIRON CONFERENCE 9-11 JULY	690.00
EFT103394		NORTHERN AIRPORT SERVICES	REFUND ASIC BOND	50.00
EFT103395		OFFICE NATIONAL KUNUNURRA	PIN UP BOARD FOR COMMUNITY SERVICES	197.67
EFT103396		ORD RIVER ELECTRICS	REPAIR MOTOR RETIC, CABLE LOCATOR HIRE	1,192.30

EFT103397		ORIA ORCHARDS	FLOWERS FOR ADMIN	15.00
EFT103398		R.KERR CONTRACTING	GRADING MITCHELL PLATEAU AND KALUMBURU ROAD	34,732.50
EFT103399		RED SUN SPORTS	NETBALLS, WHISTLES	85.70
EFT103400		REM	CD'S FOR GYM	66.00
EFT103401		ROGERS MACHINERY SERVICE	COMPLETE SERVICE FOR KUBOTA TRACTOR	489.70
EFT103402		SLINGAIR PTY LTD	REFUND ASIC BOND	50.00
EFT103403		STEWART & HEATON CLOTHING CO.	PROTECTIVE FIRE FIGHTING CLOTHING CFVBFFB	1,193.25
EFT103404		TNT AUSTRALIA PTY LIMITED	FREIGHT OF WATER SAMPLES	233.58
EFT103405		TOLL EXPRESS	FREIGHT CHARGES W/E 8/6/08	1,019.51
EFT103406		TOP END MOTORS	REPAIR - WY001 ;250HR SERVICE.BOBCAT& SKID STEER	1,614.99
EFT103407		TOTAL EDEN - KP PUMPS	PVC SOCKET VALVE, 50MM GLOBE, RETIC FITTINGS	219.85
EFT103408		TRAVELWORLD KUNUNURRA	RETURN AIRFARE FOR AUTHORS - WRITERS FESTIVAL	4,002.24
EFT103409		WA LIBRARY SUPPLIES	READING TRAINING MATERIAL, BOOK ENDS WYN LIBRARY	569.44
EFT103410		WESTRAC EQUIPMENT PTY LTD	BLADES,THROTTLE CABLE,SCARIFIER TOOTH - GRADER	1,587.23
EFT103411		WYNDHAM SUPERMARKET	SUPPLIES FOR AUST DAY & YOUNG GIRLS GROUP	357.63
EFT103412		WYNDHAM TOURIST INFO CENTRE	SUPPLY OF TOURIST INFORMATION FOR MAY 2008	476.66
EFT103413		CANCELLED PAYMENT	PAID ON EFT103414	0.00
EFT103414		RAPISCAN SYSTEMS AUST PTY LTD	RAPISCAN BAGGAGE SCREENING - FIRST PAYMENT	140,048.10
EFT103415	08/07/2008	KIMB.FIRST NATIONAL REAL ESTATE	BOND VARIATION FOR 12/33 KONKERBERRY DRIVE	320.00
EFT103416	10/07/2008	ALLGEAR MOTORCYCLES	HONDA HEDGE TRIMMER FOR WYNDHAM	759.00
EFT103417		AUST AIRPORTS ASSOC	REFUND OF OVER PAYMENT RECEIVED	19.38
EFT103418		ALL STEEL MERCHANT AND BROKERS	75 X 6M LENGTHS GALVANISED PIPE PLUS FREIGHT	10,058.40
EFT103419		BLACKWOODS ATKINS PTY LTD	WYNDHAM AIRPORT LIGHTING REPAIRS	120.94
EFT103420		BRENDAN DEN PAINTING	TABULATION & ANALYSIS - WYN POOL PATRONAGE	1,000.00
EFT103421		EAST KIMBERLEY HARDWARE	35M SHADE CLOTH , PRE-MIX CONCRETE,VALVES	523.50
EFT103422		FESA - EMERGENCY SERVICES LEVY	ESL LEVY - JUNE 2008	1,588.04
EFT103423		FISCHER, CYNTHIA	MONTHLY CLEANING OF WYN PUBLIC CONVENIENCES	3,642.37
EFT103424		GULLIVER'S TAVERN	DINNER FOR 14 BRIEFING SESSION MTG	245.00
EFT103425		HELIWORK WA PTY LTD	AIRCRAFT RADIOPHONE OP COURSE	265.00
EFT103426		IMAGE PRINTING	LETTERHEADS AND WITH COMPLIMENTS SLIPS	1,001.00
EFT103427		IOR PETROLEUM PTY LTD	DELIVERY OF DIESEL TO DEPOT	12,212.48
EFT103428		K & M ALLCLEAN	CLEANING CONTRACT KNX - JUNE 2008	13,374.22
EFT103429		KIMBERLEY GROUP TRAINING	HOST EMPLOYERS CONTRIBUTION	371.50

EFT103430		KIMBERLEY METAL RECYCLERS	MANAGEMENT OF LAND FILL SITES - JUNE 2008	21,103.50
EFT103431		KIMBERLEY MOTORS	DIESEL PURCHASED MAY 2008	4,220.41
EFT103432		KINGS CROWN INSTRUMENTATION	RECONNECT SWITCH,REPLACE BEACON UNITS	674.30
EFT103433		KNICKEL GARDENING SERVICES	GARDENING CONTRACT - MAY 2008	39,509.22
EFT103434		KUNUNURRA PANEL BEATING WORKS	SUPPLY & FIT WINDSCREEN	440.00
EFT103435		KUNUNURRA VISITORS CENTRE	SPNSHIP FOR GUEST TOWN PAVILION ROYAL SHOW	11,000.00
EFT103436		MCLEAN, AMANDA JANE	REIMBURSEMENT OF ELECTRICITY SUBSIDY	158.46
EFT103437		MEGAN HUNT	WEEKLY CLEANING OF WYNDHAM SHIRE FACILITIES	973.50
EFT103438		NATIONAL HIRE	HIRE OF TROWELLING MACHINE	123.75
EFT103439		ORD RIVER SPORTS CLUB	VENUE HIRE&CATERING CLUB DEVELOPMENT LAUNCH	225.00
EFT103440		ORIA ORCHARDS	FLOWERS FOR ADMIN	15.00
EFT103441		SNOWBALL, MIKE	REIMBURSEMENT OF ANNUAL TRAVEL ALLOWANCE	2,600.00
EFT103442		SPECKLED DOG PROMOTIONS	SWEK BANNER FOR ORD VALLEY MUSTER TRIATHLON	1,078.00
EFT103443		THE KIMBERLEY GRANDE	HIRE OF ARGYLE ROOM PLUS MORNING TEA	980.00
EFT103444		TOLL EXPRESS	FREIGHT CHARGES FOR WEEK ENDING 15/06/08	495.46
EFT103445		TOP END MOTORS	60,000KM SERVICE - 1BUA929	263.89
EFT103446	17/07/2008	ARGYLE MOTORS	60,000KM SERVICE - 1CQN641	894.45
EFT103447		AUSFUEL AFD	FUEL PURCHASED JUNE 08	3,063.42
EFT103448		AUSTRALIA POST	MAILING COSTS JUNE 08	563.40
EFT103449		BLACKWOODS ATKINS PTY LTD	CAMEL BACKS/HAZARD LIGHTS - CFVFBF	2,199.33
EFT103450		BUSH CAMP SURPLUS STORES	STEEL CAP BOOTS	225.45
EFT103451		CIVIC LEGAL	PROFESSIONAL FEES	801.19
EFT103452		DEXION BALCATT	LOOP RACKS AND DIGITS FOR FILING	735.64
EFT103453		DRYSDALE RIVER STATION	ACCOMMODATION AND MEALS FOR 3 & 4 JULY 2008	294.00
EFT103454		EAST KIMBERLEY GLASS	REPLACE LAMINATED SAFETY GLASS - AIRPORT	866.00
EFT103455		EAST KIMBERLEY HARDWARE	PALLET PRE-MIX CEMENT,TOOLS,PLY,CHAIN,BOLTS	5,412.25
EFT103456		EAST KIMBERLEY PLUMBING	PLUMBING REPAIRS LEISURE CENTRE/RIVERFIG	605.00
EFT103457		FARMERS FRUIT & VEG - MART	PLATTERS FOR CLONTARF FOOTY ACADEMY FUNCT.	186.01
EFT103458		FEWSTER, KELLY	REIMBURSEMENT FOR MEAL COSTS AT KALUMBURU	135.81
EFT103459		FRONTIER POST & NEWS	PAPERS & POSTAGE - JUNE 08	21.15
EFT103460		FURNEAUX PRE CAST CONCRETE	REIMBURSEMENT OF EXPENSES - GRIP TAPE,TOOLS	164.90
EFT103461		GAULT, JOHN DOUGLAS	REIMBURSEMENT OF ELECTRICITY SUBSIDY	345.08
EFT103462		GULLIVER'S TAVERN	MEALS FOR COUNCIL & BUDGET MEETINGS	538.47
EFT103463		HEALTH CORPORATE NETWORK	DOONGAN SEPTIC REFERRAL APPLICATION	35.00

EFT103464		JAB INDUSTRIES	D/HIRE LOADER,SIDE TIPPERS,ROLLER,WATER CART	33,052.25
EFT103465		JH COMPUTER SERVICES	LEXMARK PRINTER C780DTN COLOUR DUPLEX LASER	2,148.30
EFT103466		JSW HOLDINGS PTY LTD	SUPPLY OVERSIZE ROCK,CONCRETE, SOLID BLOCKS	3,021.70
EFT103467		KIMBERLEY COMMUNICATIONS	S&I BASE TRANSMITTER,REPAIR WYN FM RADIO	1,392.60
EFT103468		KIMBERLEY INDUSTRIES METALAND	20 LENGTHS 12MM DEFORMED BAR & CUTTING	412.28
EFT103469		KIMBERLEY MARKETING	DRY ICE BLOCK - MOSQUITO CONTROL	264.00
EFT103470		KIMBERLEY METAL RECYCLERS	LOADER HIRE 14.5HRS	484.00
EFT103471		KIMBERLEY WASTE SERVICES	LITTER COLLECTION JUNE 08	8,959.50
EFT103472		KUNUNURRA PANEL BEATING WORKS	REPAIR DAMAGE - WY1	1,487.75
EFT103473		KUNUNURRA REFRIGERATION	SERVICE AIR CONDITIONERS ADMIN BUILDING	390.50
EFT103474		KUNUNURRA SECURITY SERVICE	BAGGAGE & SCREENING 04-17/06/08 21/05-3/06/08	30,180.00
EFT103475		KENT TRANSPORT INDUSTRIES	REMOVALIST COSTS FROM QLD	6,770.00
EFT103476		LANDGATE	RURAL UV/GRV GENERAL REVALUATION 2008/2009	5,856.89
EFT103477		MCKINLAY, BETTY	REIMBURSEMENT OF TELEPHONE SUBSIDY	389.80
EFT103478		MORTENSEN, JESSE	REIMBURSEMENT FOR POWER & WATER COSTS	1,264.00
EFT103479		OFFICE NATIONAL KUNUNURRA	STATIONERY FOR AIRPORT	31.71
EFT103480		ORD RIVER CONTRACTING	WATER&APPLY MOLASSES - MULLIGANS LAGOON RD	1,430.00
EFT103481		PLANT HIRE SERVICES PTY LTD	HIRE GRADER ROLLER & WATER TANK, RESHEETING	42,894.50
EFT103482		ROGERS MACHINERY SERVICE	COMPLETE SERVICE - WY11719 (TRACTOR)	1,616.80
EFT103483		SCREENLINK PTY LTD	SCANNER FOR RECORDS	1,072.50
EFT103484		SHIRE OF DERBY-WEST KIMBERLEY	33% COST INFO BOOTH NATIONAL GENERAL ASSEM	1,283.00
EFT103485		THORLEY'S STORE	CROC EGGS FOR KIDS AT AG SHOW PLUS FREIGHT	780.72
EFT103486		TOLL EXPRESS	FREIGHT CHARGES FOR WEEK ENDING 22/06/08	548.11
EFT103487		TOLL IPEC PTY LTD	FREIGHT CHARGES	28.39
EFT103488		TONY'S PLUMBING	REPLACE SUBMERSIBLE SEWERAGE PUMP A/PORT	1,823.16
EFT103489		TOP END MOTORS	35,000KM SERVICE - WY001	287.43
EFT103490		TOTAL EDEN - KP PUMPS	REPLACEMENT PARTS FOR DAMAGED RETIC	616.47
EFT103491		TRIPP, KATYA MARIE	REIMBURSEMENT OF ELECTRICITY SUBSIDY	131.57
EFT103492		TUCKERBOX/RETRAVISION	PAPERS, REFRESHMENTS, PRIZES MAY & JUNE 08	3,760.86
EFT103493		WESTCARE INDUSTRIES	LB29A LABEL OUTWARD ADDRESS GREEN	106.54
EFT103494		WESTRAC EQUIPMENT PTY LTD	GASKET, O RINGS, SEALS	236.43
EFT103495		WESTRALIA AIRPORTS CORPORATION	ASIC CARDS PRINTED	650.00
EFT103496	25/07/2008	AERODROME MANAGEMENT	4 X 12 FOOT WHITE WIND SOCKS	687.50

EFT103497	ALLGEAR MOTORCYCLES	STARTER CORD	5.50
EFT103498	ATTORNEY-GENERAL	ASIC CHECKS	962.00
EFT103499	AUSTRALIAN SERVICES UNION	PAYROLL DEDUCTIONS	354.00
EFT103500	BEAUREPAIRES (KUNUNURRA)	1 X TYRE - 1CQN641	365.00
EFT103501	BLACKWOODS ATKINS PTY LTD	1 PAIR SAFETY WORK BOOTS	279.76
EFT103502	BOAB BOOKS	CITIZENSHIP CEREMONY GIFT 170708	35.90
EFT103503	BOC GASES AUSTRALIAN LIMITED	CONTAINER SERVICE FOR 29 MAY TO 27 JUNE	213.16
EFT103504	BROADCAST AUSTRALIA PTY LTD	ANALOGUE SERVICE GWN TV KUNUNURRA/WYNDHAM	4,425.01
EFT103505	CABCHARGE	SERVICE FEE FOR CAB CHARGE	6.00
EFT103506	CARPET VINYL & TILE CENTRE	PAINT AND PAINTING MATERIALS, CARPET RUG	1,624.69
EFT103507	CORPORATE EXPRESS	STANLEY TRIMMING KNIFE BLADES PK 10	9.35
EFT103508	CROCODILE SIGNS	VARIOUS SIGNS ROTARY CENT PK & WATERLILY CRES	1,118.15
EFT103509	DAVEY TYRE AND BATTERY SERVICE	REPLACEMENT TYRE - WY11617	262.61
EFT103510	DUN & BRADSTREET (AUSTRALIA)	LEGAL FEES	1,534.37
EFT103511	EAST KIMBERLEY DINGO	EXTRA 2 HRS DIGGER HIRE - 3 PHASE CABLE	170.00
EFT103512	EAST KIMBERLEY HARDWARE	MAKITA HAMMER DRILL, PAVE & DECK GRIP, CEMENT	927.35
EFT103513	EAST KIMBERLEY PLUMBING	PLUMBING REPAIRS SWIM BEACH, RIVERFIG, OVAL	724.90
EFT103514	GUERINONI & SON	GRADER,WATERCART, ROLLER, FLOAT HIRE	7,067.50
EFT103515	GYM CARE	REFURBISHED/REPLACEMENT PART FOR TREADMILL	458.17
EFT103516	GARY MCCARNEY	REIMBURSEMENT FOR ELECTRICITY SUBSIDY	91.71
EFT103517	HART SPORT	F/GLASS BACKBOARD,SNAP DOWN RING, FREIGHT	3,431.10
EFT103518	IOR PETROLEUM PTY LTD	10,200L OF DIESEL	19,661.52
EFT103519	IT VISION USER GROUP (INC) ITVUG	ANNUAL SUBSCRIPTION 2008/2009	462.00
EFT103520	JASON SIGNMAKERS LTD	VARIOUS ROAD SIGNS	568.70
EFT103521	JH COMPUTER SERVICES	LAPTOP COMPUTER, CARTRIDGES	3,733.80
EFT103522	JORRITSMA H & CO	1 X REPAIR CLAMP, F/F HOSE, UNION,BENDS,C/LINK	660.90
EFT103523	JSW HOLDINGS PTY LTD	11.8M CONCRETE, HIRE OF LOADER, ROLL JOINT FLEX	4,070.11
EFT103524	KIMBERLEY INDUSTRIES METALAND	MESH SHEETS, LIGATURES, RODGAL,SLAB ON SPACERS	5,809.27
EFT103525	KIMBERLEY KOOL REFRIGERATION	SUPPLY AND INSTALL NEW ICE MACHINE	6,380.00
EFT103526	KIMBERLEY METAL RECYCLERS	PLASTIC & STEEL DRUMS PROCESSING	2,586.85
EFT103527	KIMBERLEY PUMPING SERVICE	SERVICE, REPAIR & PARTS FOR 6 PUMPS - POOL	5,146.90
EFT103528	KIMBERLEY STEEL	3 X LGTHS GALVANISED PIPE C/W CAPS WYN SIGN	2,295.00
EFT103529	KIMBERLEY TRACTOR SERVICES	BRAKE REPAIRS 12H GRADER, BACKHOE REPAIRS	2,755.50

EFT103530		KIMBERLEY WASTE SERVICES	BIN COLLECTION CONTRACT PAYMENT	46,651.68
EFT103531		KUNUNURRA COUNTRY CLUB RESORT	ACCOMMODATION FOR WAYNE RICHARDS	1,520.00
EFT103532		KUNUNURRA COURIERS	DELIVERY OF NEVERFAIL SPRING WATER	18.50
EFT103533		KUNUNURRA CRUISES 'THE BBQ BOAT'	ORD RIVER CRUISE - SHARING STORIES MUSTER	1,980.00
EFT103534		KUNUNURRA HOME & GARDEN	HIGH PRESSURE CLEANER – GUERNEY	458.61
EFT103535		KUNUNURRA REFRIGERATION	S&I NEW DROP IN COOL ROOM UNIT TO P REID HALL	7,068.60
EFT103536		L.G.R.C.E.U	PAYROLL DEDUCTIONS	15.30
EFT103537		LANDGATE	PROPERTY ENQUIRES FOR JUNE 2008	65.65
EFT103538		LGIS INSURANCE BROKING	INSURANCE PREMIUMS 08/09	197,274.49
EFT103539		LOCAL GOVERNMENT NETWORK	ADVERT WORKS SUPERVISOR & MANAGER PROJECTS	264.00
EFT103540		MCKINLAY, BETTY	REIMBURSEMENT OF CCMS TRAINING IN BROOME	33.00
EFT103541		MCLEAN ENTERPRISES	FREIGHT SALT FOR WYNDHAM POOL	33.00
EFT103542		MEGAN HUNT	CLEANING WYN ADMIN, REC, P REID HALL	973.50
EFT103543		MIRACLE RECREATION	SUPPLY SOLID STEEL BIN ENCLOSURE - WYNDHAM	2,282.50
EFT103544		MIRIMA COUNCIL	PERFORMANCE OPENING KNX CHILDCARE FACILITY	1,430.00
EFT103545		OFFICE NATIONAL KUNUNURRA	A4 REFLEX PAPER 50% RECYCLED	3,139.97
EFT103546		ORIA ORCHARDS	FLOWERS FOR ADMIN	30.00
EFT103547		PROGRESSIVE TRAINING	WORKPLACE ASSESSOR/TRAINER JONES/BAIRSTOW	3,960.00
EFT103548		RED SUN SPORTS	6 BASKETBALL NETS - BASKETBALL CARNIVAL	89.70
EFT103549		SHELF SUPPLY	1 X PAIR WORK BOOTS	153.00
EFT103550		SHERIDAN'S FOR BADGES	EMPLOYEE NAME BADGES	244.36
EFT103551		SHIRE OF WYNDHAM EAST KIMBERLEY	PAYROLL DEDUCTIONS	775.00
EFT103552		STUBBS, PETER	PD ALLOW, ELECTRICITY & PHONE REIMBURSEMENT	2,794.53
EFT103553		TNT AUSTRALIA PTY LIMITED	FREIGHT FOOD SAMPLING, WATER SAMPLING	808.85
EFT103554		TOLL EXPRESS	FREIGHT OF GOODS FOR LIBRARY, GYM AND AIRPORT	1,191.86
EFT103555		TOLL IPEC PTY LTD	FREIGHT OF GOODS DELIVERED	338.04
EFT103556		TOWNSVILLE ENGRAVING WORX	SUPPLY BABY TREE PLAQUES	90.20
EFT103557		UDLA	CENTENARY PARK - CHANGES TO LANDSCAPING DESIGN	600.00
EFT103558		UHY HAINES NORTON (WA) PTY LTD	AUDIT CERTIFICATION KNX YOUTH SERVICES CENTRE	1,364.00
EFT103559		URBIS PTY LTD	REZONING AND SUBDIVISION – WYNDHAM AIRPORT	2,640.00
EFT103560		WA LIBRARY SUPPLIES	LIBRARY STATIONERY, BOOK COVERING, FOLDERS	389.30
EFT103561		WA LOCAL GOVERNMENT ASSOC	ANNUAL SUBSCRIPTIONS	16,386.70
EFT103562		WALG SUPERANNUATION PLAN	SUPERANNUATION CONTRIBUTIONS	37,466.51

EFT103563		WANNA WORK LABOUR HIRE SOLUTIONS	SOMETHING CONCRETE, LINKPATH	11,704.00
EFT103564		WESTCARE INDUSTRIES	OUTWARD, BLACK LABELS,REBINDING REPAIR SLIP	10.89
EFT103565		WESTERN AUST. TREASURY CORP.	LOAN NO. 117 INTEREST PAYMENT - PRINCIPAL	40,758.28
EFT103566		WESTRAC EQUIPMENT PTY LTD	GRADER PARTS, IE VALVE KIT,SLEEVE,SEALS,GASKET	5,682.18
EFT103567		WYNDHAM SUPERMARKET	REFRESHMENTS FOR COUNCIL BRIEFING - 1/07/08	163.84
EFT103568	31/07/2008	ALLGEAR MOTORCYCLES	C/WHEELS FOR BASKETBALLS RINGS	190.26
EFT103569		ARGYLE MOTORS	20,000KM SERVICE - WY12646	227.70
EFT103570		BEAUREPAIRES (KUNUNURRA)	REPLACE 12H GRADER TYRE, NEW TYRE - 1CIU595	1,149.50
EFT103571		BERM BACKHOE HIRE	SLASHING OF SELECTED AREAS CONTRACT PAYMENT	18,392.00
EFT103572		BLACKWOODS ATKINS PTY LTD	BOXES OF EAR PLUGS	96.80
EFT103573		BRIDGESTONE AUSTRALIA LTD	2 X BRIDGESTONE DUELLER TYRES - WY11634	479.56
EFT103574		BROADCAST AUSTRALIA PTY LTD	ANALOGUE SERVICE GWN SBS GWN TV	611.67
EFT103575		BUSBY INVEST. BUDGET RENT A CAR	RENTAL CAR FROM MAY - JUNE 2008	2,155.09
EFT103576		BUSH CAMP SURPLUS STORES	WORK BOOTS & STORAGE CONTAINER	272.95
EFT103577		CHADSON ENGINEERING	ROUND VIALS FOR POOL TESTING, CRUSHING WANDS	38.50
EFT103578		CORPORATE EXPRESS	IMAGING DRUM FOR COMMUNITY PRINTER	225.26
EFT103579		DAVEY TYRE AND BATTERY SERVICE	NEW TYRE - 1CUI595, 2 X NEW TYRES - 1BUA929	999.25
EFT103580		DRYSDALE RIVER STATION	ACCOMMODATION AND MEALS FOR ALEX DOUGLAS	124.00
EFT103581		EAST KIMBERLEY HARDWARE	71 X 20KGS CEMENT, TOOLS, PLASTIC, GAS	1,442.25
EFT103582		ENVIRONMENTAL HEALTH AUSTRALIA	ENVIRON HEALTH AUST 08/09 MSHIP FEWSTER	295.00
EFT103583		EASY SIGNS PTY LTD	STICKERS FOR COMPOST BINS	275.00
EFT103584		FURNEAUX PRE CAST CONCRETE	SUPERVISION FOR PRECAST CULVERT INSTALLATION	3,157.00
EFT103585		GUERINONI & SON	BULKER BAGS OF CEMENT TO KALUMBURU RD	4,853.99
EFT103586		JAB INDUSTRIES	HIRE EXCAVATOR, GRAVEL SHEETING KALUMBURU RD	202,474.25
EFT103587		JSW HOLDINGS PTY LTD	11.6M3 CONCRETE VARIOUS LOCATIONS LOADER HIRE	6,758.07
EFT103588		KALUMBURU MISSION	5 NIGHTS ACCOM FEWSTER AT KALUMBURU MISSION	990.00
EFT103589		KIMBERLEY ECHO-ALBANY ADVERT	ADVERTISING - JUNE 08	1,458.62
EFT103590		KIMBERLEY HYDRAULICS	REPAIR HOSES AND WELD STAY ON AUGER	290.29
EFT103591		KIMBERLEY INDUSTRIES METALAND	RHS CUTTING	868.95
EFT103592		KIMBERLEY TREE SERVICES PTY LTD	REMOVE TREE LIMB OUTSIDE LOVELLS GALLERY	815.00
EFT103593		KIMBERLEY WATER CARTING	WATER CART HIRE LAKE ARGYLE ROAD WORKS	16,032.50
EFT103594		KUNUNURRA AGRICULTURAL SOCIETY	SITE FEE FOR SHIRE STALL AG SHOW - 11 & 12/07/08	120.00
EFT103595		KUNUNURRA DIESEL SERVICES	REPAIRS TO WY11160, 2 X BATTERIES	2,592.10

EFT103596		KUNUNURRA PEST MANAGEMENT	RIVERFIG AVE PROPS. TERMGAURD RETIC SYSTEM	1,551.00
EFT103597		KUNUNURRA SECURITY SERVICE	CALL OUT STAFF ENTRY DOOR NOT CLOSED.	66.00
EFT103598		L.G.R.C.E.U	PAYROLL DEDUCTIONS	15.30
EFT103599		MARTIN PRINT	SHIRE BUSINESS CARDS	686.00
EFT103600		MCLEAN ENTERPRISES	SHARED (2) DRUMS OF COLAS FOR PATCHING	690.00
EFT103601		OFFICE NATIONAL KUNUNURRA	INK CARTRIDGES HP BLACK, COLOUR & TONER	198.29
EFT103602		ORD LAND AND WATER INCORP	WEED CONTROL AND SALVINIA ERADICATION, CHEMICALS	14,262.20
EFT103603		ORD RIVER CANE GROWERS PTY LTD	SUPPLY & TRNSPT MOLASSES MULLIGANS LAGOON	3,176.80
EFT103604		ORD RIVER CONTRACTING	HIRE SIDE TIPPERS & LOADER VARIOUS JOBS	85,926.50
EFT103605		ORD VALLEY MUSTER	CATERING KNX WRITERS FESTIVAL CRUISE EVENT	105.00
EFT103606		ORIA ORCHARDS	TREES FOR BABY TREE DAY	88.00
EFT103607		RACHEL WORNES	REIMBURSEMENT OF FOOD SAMPLING COSTS	22.59
EFT103608		RED SUN SPORTS	BOXING GLOVES	49.95
EFT103609		SCRIBAL GROUP ACCOUNTS PTY LTD	500 X 5 COLOURED PENS FOR CAREER PROMOTIONS	480.00
EFT103610		SEARLES MECHANICAL REPAIRS	45,000KM SERVICE - WY11630, MATS - WY11630	311.06
EFT103611		STAGECRAFT PTY LTD	STAGE UPGRADE FOR KUNUNURRA LEISURE CENTRE	31,075.00
EFT103612		THINKWATER	BOX (20)XI20 HUNTER SPRINKLERS, PVC PIPE, JNRS	3,539.19
EFT103613		THORLEY'S STORE	TRANSPORT SHIRE BAG WYN & KNX D 21 DAYS	378.00
EFT103614		TNT AUSTRALIA PTY LIMITED	FREIGHT COSTS FOR WATER & FOOD SAMPLING	390.18
EFT103615		TOLL EXPRESS	FREIGHT OF GOODS DELIVERED SIGNS, GYM EQUIP	165.51
EFT103616		TOP END MOTORS	10,000KM SERVICE - WY12478	320.01
EFT103617		TOTAL DIGITAL SOLUTIONS	LOCAL SCHOLARSHIP PROG. BROCHURE, POSTERS	693.28
EFT103618		TOTAL EDEN - KP PUMPS	RETIC FITTINGS - JUNE 08	426.93
EFT103619		TRAVELWORLD KUNUNURRA	AIRFARE RETURN PERTH, FREMANTLE ARTS GUEST	1,205.00
EFT103620		TROPICAL PEST CONTROL	SPRAY BEES NESTING INSIDE DEPOT BUILDING	120.00
EFT103621		WESTRAC EQUIPMENT PTY LTD	FREIGHT - GRADER BLADES OMITTED FROM INVOICE.	503.58
			TOTAL EFT PAYMENTS	1,409,820.46
Chq/EFT	Date	Name	Description	Amount
38523	03/07/2008	CASH - PETTY CASH KNX OFFICE	REIMBURSEMENT OF CASH PAYMENTS	171.00
38524		COUNCILLOR DI AUSBURN	COUNCILLOR MEETING FEES FOR 01/04/08-30/06/08	2,100.00
38525		COUNCILLOR MICHELE PUCCI	SHIRE PRESIDENT MEETING FEES 01/04/08-30/06/08	5,850.00
38526		DPI	JETTY LICENCE FOR SHELTERS LILY CREEK LAGOON	65.00

38527		DPI	LINKPATH LICENCE	89.00
38528		DPI	ANNUAL REGISTRATION FEE FOR VEHICLES	774.75
38529		FRED MILLS	COUNCILLOR MEETING FEES FOR 01/04/08-30/06/08	2,100.00
38530		GRAB A BARGAIN VARIETY STORE	CRAFT ITEMS FOR HOLIDAY PROGRAM	129.65
38531		HORIZON POWER	ELECTRICITY SUPPLIED	1,151.20
38532		IVANHOE VILLAGE CARAVAN RESORT	ACCOMMODATION - TRAINEE EHO	3,250.00
38533		JOHN HAMILTON MOULDEN	COUNCILLOR MEETING FEES FOR 01/04/08-30/06/08	2,100.00
38534		KIMBERLEY POLLOCK	REFUND OF ASIC BOND PD 10/10/05	50.00
38535		PAUL CALEY	COUNCILLOR MEETING FEES FOR 01/04/08-30/06/08	2,100.00
38536		PIVOTEL	MONTHLY SATELLITE PHONE CHARGES	13.76
38537		RALPH ADDIS	COUNCIL MEETING FEES FOR 01/04/08-30/06/08	2,725.00
38538		SAVE THE CHILDREN	ENT. "DEADLY BLOKES * KIDS" OPENING YOUTH CTRE	330.00
38539		SHIRE OF HALLS CREEK	REIMBURSEMENT OF FLIGHTS RICHARDS & MORRALL	1,401.18
38540		SUZANNE ROGERS	REFUND OF ASIC BOND PD 04/10/05	50.00
38541	10/07/2008	DPI	ANNUAL REGISTRATION - 1TDH262	90.50
38542		HORIZON POWER	ELECTRICITY SUPPLIED	18,882.25
38543		INTERCON LOGISTICS	TRANSPORT FOR CHLORINE GAS - KLC	2,043.39
38544		KUNUNURRA AMCAL PHARMACY	PURCHASE FIRST AID SUPPLIES FOR WYN REC CTR	67.65
38545		NIGEL GRAY	BOOKS FROM AUTHOR NIGEL GRAY	325.53
38546		ORICA AUSTRALIA PTY LTD	1x 920KG CHLORINE GAS DRUM, SERVICE FEE	2,123.72
38547		RICK SPRY	REIMBURSEMENT OF TRAVEL ALLOW & SUBSIDIES	2,829.49
38548		TELSTRA	MOBILE BROADBAND FOR PERIOD 07/06/08 - 06/07/08	119.00
38549	17/07/2008	HORIZON POWER	ELECTRICITY SUPPLY ST LIGHTING WYN FORESHORE	35.95
38550		TOTAL SAFETY & FIRE SOLUTIONS	EXCHANGE/REPLACE/SERVICE FIRE EXTINGUISHERS	1,016.40
38551		WESFARMERS KLEENHEAT GAS PTY	YEARLY FACILITY FEES FOR VAP CYL (GAS)	242.00
38552	25/07/2008	DPI	REGO & INSURANCE FOR VEHICLES	361.55
38553		FUJI XEROX AUSTRALIA PTY LTD	APEOSPORT-11 C6500 NEW PRINTER, TRAYS & STAND	25,885.20
38554		INTERTYPE DESIGN	ARTWORK PLAN FOR FUTURE COVER SHEET	707.85
38555		JAB INDUSTRIES	GRAVEL SHEETING, HIRE OF SIDE TIPPERS	204,432.25
38556		KIMBERLEY BEEZ	REMOVE BEES OUTSIDE GATE 1 ON AIRSIDE	110.00
38557		MCINTOSH & SON	PURCHASE OF CASE 580SR II LOADER BACKHOE	98,450.00
38558		ORICA AUSTRALIA PTY LTD	SERVICE FEE FOR 4 X 70KG & 2 X 920KG CYLINDERS	420.09
38559		RICK SPRY	REIMBURSE. SECURITY TCKT KNX A/PORT& PRINTS	377.00

38560		SKILLPATH SEMINARS	ADMIN ASSISTANTS CONFERENCE - F KUIPER	299.00
38561		TELSTRA	LANDLINE TELEPHONE EXPENSES - JUNE 2008	3,310.05
38562		THINKWATER	40 SPRINKLERS HUNTER, VALVES, SOCKETS, ETC	4,482.93
38563		WATER CORPORATION	ANNUAL SERVICE CHARGES AIRPORT WYNDHAM	23,212.10
38564	31/07/2008	BCITF	CANCELLED CHQ TO BE REISSUED	0.00
38565		BUILDERS' REGBOARD OF W.A.	LEVY COLLECTED FOR BUILDERS' REG BOARD	3,780.00
38566		DPI	LOCAL AUTHORITY SERIES PLATES 76WY	130.00
38567		DPI	REIMBURSE RD CLOSURE EXPENSES RAIN TREE ST	186.10
38568		MLC THE RETIREMENT PLAN	SUPERANNUATION CONTRIBUTIONS	342.18
38569		REST SUPER	SUPERANNUATION CONTRIBUTIONS	791.91
38570		TOTAL SAFETY & FIRE SOLUTIONS	REPLACE 1 FIRE EXTINGUISHER UNIT - AIRPORT	181.50
38571		VIC SUPER	SUPERANNUATION CONTRIBUTIONS	325.78
			TOTAL CHEQUE PAYMENTS	420,011.91
Payroll				
2/7/08		FORTNIGHTLY PAYROLL		105,454.68
2/7/08		ADDITIONAL PAYROLL		1,501.67
2/7/08		ADDITIONAL PAYROLL		1,791.62
16/7/08		FORTNIGHTLY PAYROLL		114,879.65
30/7/08		FORTNIGHTLY PAYROLL		112,686.45
			Total Payroll Payments	336,314.07
		DIRECT DEBIT	RENT 12/33 KONKERBERRY DRIVE KUNUNURRA	1,516.66
		DIRECT DEBIT	RENT/BOND 4 BOOBIALLA WAY	4,583.33
		DIRECT DEBIT	RENT/BOND 20 BARRINGTONIA WAY	4,333.33
		DIRECT DEBIT	BANK FEES	204.00
		DIRECT DEBIT	BILL EXPRESS	27.50
		DIRECT DEBIT	MERCHANT FEES	458.90
		DIRECT DEBIT	VISA PAYMENT	5,535.94
		DIRECT DEBIT	WESTNET P/L	1,078.39
			TOTAL DIRECT DEBIT PAYMENTS	17,738.05

12.2.3. Budget Adoption 2008/09

DATE:	19 August 2008
PROPONENT:	Shire Wyndham East Kimberley
LOCATION:	N/A
AUTHOR:	Jo Anne Ellis, Executive Manager Corporate Services
REPORTING OFFICER:	Jo Anne Ellis, Executive Manager Corporate Services
FILE NO:	61.21.07
ASSESSMENT NO:	N/A

Jo- Anne Ellis Left Chambers at 6.13pm

Jo-Anne Ellis returned to the Chambers at 6.13pm

PURPOSE

For Council to adopt the 2008/09 Budget.

BACKGROUND

The proposed 2008/09 Budget as presented is in accordance with the priorities determined by Councillors at the Budget Workshops held on the 8 April, 22 April, 24 June and 22 July 2008.

STATUTORY IMPLICATIONS

Local Government Act 1995

Part 6 – Financial Management

Division 2 – Annual Budget

6.2 . Local government to prepare annual budget

- (1) Not later than 31 August in each financial year, or such extended time as the Minister allows, each local government is to prepare and adopt*, in the form and manner prescribed, a budget for its municipal fund for the financial year ending on the next following 30 June.

** Absolute majority required.*

- (2) In the preparation of the annual budget the local government is to have regard to the contents of the plan for principal activities accepted by a local government under section 5.58 and to prepare a detailed estimate for the current year of —
 - (a) The expenditure by the local government;
 - (b) the revenue and income, independent of general rates, of the local government; and
 - (c) the amount required to make up the deficiency, if any, shown by comparing the estimated expenditure with the estimated revenue and income.
- (3) For the purposes of subsections (2)(a) and (b) all expenditure, revenue and income of the local government is to be taken into account unless otherwise prescribed.

- (4) The annual budget is to incorporate —
- (a) particulars of the estimated expenditure proposed to be incurred by the local government;
 - (b) detailed information relating to the rates and service charges which will apply to land within the district including —
 - (i) the amount it is estimated will be yielded by the general rate;and
 - (ii) the rate of interest (if any) to be charged by the local government on unpaid rates and service charges;
 - (c) the fees and charges proposed to be imposed by the local government;
 - (d) the particulars of borrowings and other financial accommodation proposed to be entered into by the local government;
 - (e) details of the amounts to be set aside in, or used from, reserve accounts and of the purpose for which they are to be set aside or used;
 - (f) particulars of proposed land transactions and trading undertakings (as those terms are defined in and for the purpose of section 3.59) of the local government; and
 - (g) such other matters as are prescribed.
- (5) Regulations may provide for —
- (a) the form of the annual budget;
 - (b) the contents of the annual budget; and
 - (c) the information to be contained in or to accompany the annual budget.

There are also numerous other sections of the Local Government Act 1995 and Local Government (Financial Management) Regulations 1996 that deal with specific parts of the Annual Budget. Where possible these sections and/or regulations have been specifically mentioned in the relevant recommendation.

POLICY IMPLICATIONS

Council Policy F7 – Significant Accounting Policies.

FINANCIAL IMPLICATIONS

The 2008/09 Budget is the primary tool for Council to manage its financial resources for 2008/09

Should Council not adopt the Budget as presented, there will be a delay in raising rates for 2008/09, and delaying the implementation of projects for 2008/09. Additionally the statutory deadline for adoption of the 2008/09 Budget is 31 August 2008.

STRATEGIC IMPLICATIONS

The proposed 2008/09 Budget provides the funding required for the implementation for the Shire's Strategic Plan. This budget enables Council to progress their strategic direction in a sustainable means.

COMMENT

The 2008/09 Budget has been compiled based on the outcomes from the Budget Workshops attended by Councillors and Staff, community requests received during the year, the Shire's Financial Plan and various statutory requirements of the Local Government Act 1995 and related Local Government (Financial Management) Regulations 1996.

As in previous budgets Councillors were asked to prioritise all new capital items. This method has proved useful to ensure objectivity in deciding new projects and allowing Council to concentrate on the strategic direction of the Shire. The Shire has also continued its commitment to maintain a balanced budget, therefore ensuring the prudent management of ratepayer's funds.

Impact on Rates

The 2008/09 budget is based on a rates increase of 8%. It is important that Council keeps rate increases in line with the increasing costs of service delivery, ensuring service levels are not eroded as overall costs continue to increase.

Rates are also impacted this year by Valuer General Revaluations of properties. A UV revaluation has impacted on this year's rateable value.

For the fourth year the Shire will raise a Bio Security Levy on all GRV and rural properties (excluding minimums) to raise an additional \$50,000 to assist in the delivery of Bio Security initiatives to protect the regions agricultural base. These funds will be transferred into reserve.

GRV Minimum has increased by \$50, as Council's plan to create a standard minimum across the Shire is achieved.

Proposed Differential Rates in the dollar were endorsed by Council on 17 June 2008 and subsequently advertised on the 3 July 2008. Submissions from electors and ratepayer were invited up to 4.00pm on 24 July 2008. No submissions were received.

Ministerial approval has been requested and it is anticipated that this will be received prior the budget adoption.

Fees and Charges

Council adopted the 2008/09 Fees and Charges on 20 May 2008 to enable the Fees and charges to be effective from 1 July 2008. Local Public Notice was given by advertisement in the Kimberley Echo on 29 May 2008 and 12 June 2008. Following feedback some fees and charges relating to the Airport, Wyndham Child Care and Youth Centre were again considered at the 1 July 2008 meeting.

Many Fees and Charges only increased by CPI or have remained the same, however there are some exceptions. These include the Airport where Council's Airport Committee and Council undertook a detailed benchmarking and review process in relation to Airport Fees and Charges.

Changes to Leisure Centre Fees in particular Gymnasium Memberships with the introduction of an all inclusive Gold Membership is a progressive new development

The Fees and Charges have been included in this agenda for adoption as the amended fees and charges have not been advertised. There is a proposed new fee for waste oil and adoption with the budget removes the requirement to advertise.

Salaries and Wages

Salaries and Wages have increased by \$835,860 from the Estimated Actual Salaries and Wages for 2007/08 of \$3,702,790 to Budget Salaries and Wages for 2008/09 of \$4,538,650. This increase is due to a number of factors including impact of the new Collective Workplace Agreement for non contract staff of 4- 6 % and pay increases for contract staff have been averaging at 5%.

Council's decision to bring in from contract the administration of the information technology and parks and gardens maintenance impacts approximately \$470,000 on the salaries and wages total.

Restructures in Engineering and Development and Corporate Management structures has resulted in an estimated \$65,000 impact. New Town Planning roles add \$80,000

Inclusion of Youth Services in Councils budget adds \$165,000 to the salaries and wages budget, even though this is in the main grant funded

Savings have been generated through project officer role becoming vacant.

New Loans

Council is drawing two loans during the 2008/09 financial year.

Loan 119 for \$371,000 for the Multi Purpose Court Facility at Kununurra is to be a 10 year loan.

Loan 120 for \$700,000 for Staff Housing will be a one year loan to bridge the gap between construction of new housing and sale of older stock housing to fund the construction. A one year loan is recommended in this budget.

VOTING REQUIREMENT

Absolute Majority for each recommendation
Each recommendation must be dealt with individually

RECOMMENDATIONS

Adoption of GRV and UV Valuations

The valuation schedule for the 2008/09 year is included in the budget document at note "8 Rating Information". Total rateable values of \$203,085,232 up from \$157,752,950 in 2007/08 apply to the Shire of Wyndham East Kimberley for 2008/09.

RECOMMENDATION 1

That

- a) The valuation schedule for the 2008/09 year included in the budget document at note "8 Rating Information" be adopted with total rateable values of \$203,085,232 to apply to the Shire of Wyndham East Kimberley for 2008/09.
- b) Council imposes general and differential rate on rateable land within the district for the 2008/09 financial year using the valuation schedule set out in note 8 Rating Information as the basis for the 2008/09 budget rating calculations.

COUNCIL DECISION

Minute No. 8317

Moved: Cr J Parker

Seconded: Cr J Moulden

That

- a) ***The valuation schedule for the 2008/09 year included in the budget document at note "8 Rating Information" be adopted with total rateable values of \$203,085,232 to apply to the Shire of Wyndham East Kimberley for 2008/09.***
- b) ***Council imposes general and differential rate on rateable land within the district for the 2008/09 financial year using the valuation schedule set out in note 8 Rating Information as the basis for the 2008/09 budget rating calculations.***

Carried Unanimously 7/0

Differential Rates – Consideration of Submissions

The Shire of Wyndham East Kimberley has historically imposed differential rates that include a rate that is more than twice the lowest differential rate category, with the approval of the Minister.

At the Ordinary Council Meeting on 17 June 2008 Council passed the following resolution:

1. *Council endorse and arrange to be advertised for 21 days the following proposed Rate in the Dollar and Minimum Rate for 2008/09*

	<i>Cents in the dollar</i>	<i>Min Rate \$</i>
GRV -Townsites	10.6899	750.00
GRV - Other	10.6899	750.00
UV - Rural Agricultural 1	0.6205	750.00
UV - Rural Agricultural 2	0.6243	750.00
UV - Rural Living	0.8279	750.00
UV - Mining	9.9286	750.00
UV - Pastoral	8.1810	750.00

2. *That the Minister for Local Government's approval be sought for the imposing of differential rates which are more than twice the lowest differential general rate, in accordance with S6.33(3) of the local Government Act, 1995 and to impose a*

minimum charge on UV Mining Category that results in over 50% of the differential rating category being rated a minimum rate.

Submissions from electors and ratepayers closed 4.00pm on 24 July 2008. No submissions were received by the close of submissions.

Ministerial approval from the Department of Local Government and Regional Development has been sought and the indication at the time of writing this agenda is that approval will be provided prior to the adoption of the budget.

RECOMMENDATION 2

That Council note a public consultation process in relation to proposed differential rates for 2008/09 was conducted and that no submissions were received.

COUNCIL DECISION

Minute No. 8318

Moved: Cr K Wright

Seconded: Cr D Ausburn

That Council note a public consultation process in relation to proposed differential rates for 2008/09 was conducted and that no submissions were received.

Carried Unanimously 7/0

Setting of GRV Rate

The 2007/08 adopted GRV rate was 9.8980¢ in the dollar. The recommended 8% rate increase results in the new GRV rate of 10.6899 in the dollar.

RECOMMENDATION 3

That a rate of 10.6899¢ in the dollar on GRV rated properties for the 2008/09 year be adopted.

COUNCIL DECISION

Minute No. 8319

Moved: Cr J Moulden

Seconded: Cr J Parker

That a rate of 10.6899¢ in the dollar on GRV rated properties for the 2008/09 year be adopted.

Carried Unanimously 7/0

Setting of UV Differential Rates

The 2007/08 adopted UV rates in the dollar were:

UV – Rural Agriculture 1	0.5745
UV – Rural Agriculture 2	0.5780
UV – Rural Living	0.7665
UV – Mining	9.1931
UV - Pastoral	7.5750

The recommended 8% rate increase results in the new UV rate of

UV – Rural Agriculture 1	0.4257
UV – Rural Agriculture 2	0.5466
UV – Rural Living	0.6619
UV – Mining	9.9286
UV - Pastoral	7.9210

These rates differ from those advertised in the Differential Rating Notice pursuant to Section 6.36(1) of the Local Government Act 1995 due to the increase in Rural UV valuations uploaded to the rates database following the resolution of Council to advertise.

RECOMMENDATION 4

That differential rates in the dollar of:

UV – Rural Agriculture 1	0.4257
UV – Rural Agriculture 2	0.5466
UV – Rural Living	0.6619
UV – Mining	9.9286
UV - Pastoral	7.9210

For UV rated properties for the 2008/09 year be adopted.

COUNCIL DECISION

Minute No. 8320

Moved: Cr K Wright

Seconded: Cr J Moulden

That differential rates in the dollar of:

UV – Rural Agriculture 1	0.4257
UV – Rural Agriculture 2	0.5466
UV – Rural Living	0.6619
UV – Mining	9.9286
UV - Pastoral	7.9210

For UV rated properties for the 2008/09 year be adopted.

Carried Unanimously 7/0

Setting of Minimum GRV Rate

The 2007/08 adopted GRV Minimum rate was \$700. An increase of \$50 per minimum GRV is recommended in line with past practice of gradually increasing the GRV minimum rate to the same as UV minimum rate

RECOMMENDATION 5

That the minimum rate for all GRV properties of \$750 be adopted for 2008/09

COUNCIL DECISION

Minute No. 8321

Moved: Cr K Wright

Seconded: Cr J Moulden

That the minimum rate for all GRV properties of \$750 be adopted for 2008/09

Carried Unanimously 7/0

Setting of Minimum UV Rate

The 2007/08 adopted UV Minimum rate was \$750 no increase is recommended.

RECOMMENDATION 6

That the minimum rate for all UV properties of \$750 be adopted for 2008/09

COUNCIL DECISION

Minute No. 8322

Moved: Cr K Wright

Seconded: Cr D Ausburn

That the minimum rate for all UV properties of \$750 be adopted for 2008/09

Carried Unanimously 7/0

Rating Zone Categories

RECOMMENDATION 7

That Council adopt, for the purpose of general and differential rating, the following rate zone categories for 2008/09:

Townsites

Includes all properties within the 'townsite' zone as defined in Town Planning Scheme 7 - Kununurra & Environs, and Town Planning Scheme 6 - Wyndham

Other

Includes all properties that don't meet the criteria of any other rate zoning category

Rural Agricultural 1

Includes all properties within the 'Rural Agricultural 1' zone as defined in Town Planning Scheme 7 - Kununurra & Environs

Rural Agricultural 2

Includes all properties within the 'Rural Agricultural 2' zone as defined in Town Planning Scheme 7 - Kununurra & Environs

Rural Living

Includes all properties within the 'Rural Living' zone as defined in Town Planning Scheme 7 - Kununurra & Environs and all properties within the 'Special Rural' zone as defined in Town Planning Scheme 6 - Wyndham

Mining Improved

Includes all properties that currently operate under a mining lease tenure, and the land is significantly improved.

Mining Unimproved

Includes all properties that currently operate under a mining lease tenure, and the land is not significantly improved.

Pastoral

Includes all properties that currently operate under a pastoral lease tenure

COUNCIL DECISION

Minute No. 8323

Moved: Cr J Parker

Seconded: Cr D Ausburn

That Council adopt, for the purpose of general and differential rating, the following rate zone categories for 2008/09:

Townsites

Includes all properties within the 'townsite' zone as defined in Town Planning Scheme 7 - Kununurra & Environs, and Town Planning Scheme 6 - Wyndham

Other

Includes all properties that don't meet the criteria of any other rate zoning category

Rural Agricultural 1

Includes all properties within the 'Rural Agricultural 1' zone as defined in Town Planning Scheme 7 - Kununurra & Environs

Rural Agricultural 2

Includes all properties within the 'Rural Agricultural 2' zone as defined in Town Planning Scheme 7 - Kununurra & Environs

Rural Living

Includes all properties within the 'Rural Living' zone as defined in Town Planning Scheme 7 - Kununurra & Environs and all properties within the 'Special Rural' zone as defined in Town Planning Scheme 6 - Wyndham

Mining Improved

Includes all properties that currently operate under a mining lease tenure, and the land is significantly improved.

Mining Unimproved

Includes all properties that currently operate under a mining lease tenure, and the land is not significantly improved.

Pastoral

Includes all properties that currently operate under a pastoral lease tenure

Carried Unanimously 7/0

Health Act - Waste Charges

The charges levied in 2007/08 were \$334 per annum per service of 240-litre capacity and \$152 per annum Waste Management Levy.

No increase is recommended for 2008/09.

RECOMMENDATION 8

That Council in accordance with sections 112A and 344C of the Health Act 1911 impose the following charges for the 2008/09 financial year:-

- a) All urban properties (excluding caravan parks) that contain a residential accommodation unit, located within gazetted townsites - \$334 per annum per service of 240-litre capacity.
- b) All Rural Agricultural 1, Rural Agricultural 2, Rural Living - \$152 per annum Waste Management Levy.
- c) Commercial/Industrial properties located within gazetted town sites. 240 Litre capacity service - \$334 per annum per service.

COUNCIL DECISION

Minute No. 8324

Moved: Cr J Moulden

Seconded: Cr J Parker

That Council in accordance with sections 112A and 344C of the Health Act 1911 impose the following charges for the 2008/09 financial year:-

- a) ***All urban properties (excluding caravan parks) that contain a residential accommodation unit, located within gazetted townsites - \$334 per annum per service of 240-litre capacity.***
- b) ***All Rural Agricultural 1, Rural Agricultural 2, Rural Living - \$152 per annum Waste Management Levy.***
- c) ***Commercial/Industrial properties located within gazetted town sites. 240 Litre capacity service - \$334 per annum per service.***

Carried Unanimously 7/0

Payment Instalment Options

A local government is required to provide its ratepayers with an option to pay a rate or service charge;

- (i) In full
- (ii) by 4 equal or nearly equal instalments
- (iii) by such other method of payment by instalments as is set forth in the local government's annual budget.

RECOMMENDATION 9

That Council adopt the instalment plan options, being;

- (i) To pay in full within 35 days of service of the rates notice.
- (ii) To pay by 2 equal instalments as under.
 - (i) 50% of the rates within 35 days
 - (ii) 50% of the rates within 4 months of (i)
- (iii) To pay by 4 equal instalments as under.
 - (i) 25% of the rates within 35 days
 - (ii) 25% of the rates within 2 months of (i)
 - (iii) 25% of the rates within 2 months of (ii)
 - (iv) 25% of the rates within 2 months of (iii) being 6 months from the expiration of the initial 35 day period and 6 months and 35 days from the date of service of the notice.

COUNCIL DECISION

Minute No. 8325

Moved: Cr K Wright

Seconded: Cr D Ausburn

That Council adopt the instalment plan options, being;

- (i) To pay in full within 35 days of service of the rates notice.**
- (ii) To pay by 2 equal instalments as under.**
 - (a) 50% of the rates within 35 days**
 - (b) 50% of the rates within 4 months of (a)**
- (iii) To pay by 4 equal instalments as under.**
 - (a) 25% of the rates within 35 days**
 - (b) 25% of the rates within 2 months of (a)**
 - (c) 25% of the rates within 2 months of (b)**
 - (d) 25% of the rates within 2 months of (c) being 6 months from the expiration of the initial 35 day period and 6 months and 35 days from the date of service of the notice.**

Carried Unanimously 7/0

Interest Rate

The maximum interest rate charge applicable under the Local Government Act is 11% per annum calculated on a daily basis on rates and services charges remaining unpaid (excluding eligible pensioners). This rate was charged in 2007/08 and it is recommended that the maximum charges continue to apply.

RECOMMENDATION 10

That Council in accordance with section 6.51 of the Local Government Act 1995, impose interest at 11% per annum calculated on a daily basis on rates and services charges remaining unpaid (excluding eligible pensioners):-

- a) No instalment option taken - 35 days after the date of service of the Rates Notice.
- b) Instalment option taken - after the due date of the instalment, and continue to accrue until the instalment is paid.

COUNCIL DECISION

Minute No. 8326

Moved: Cr K Wright

Seconded: Cr P Caley

That Council in accordance with section 6.51 of the Local Government Act 1995, impose interest at 11% per annum calculated on a daily basis on rates and services charges remaining unpaid (excluding eligible pensioners):-

- a) **No instalment option taken - 35 days after the date of service of the Rates Notice.**
- b) **Instalment option taken - after the due date of the instalment, and continue to accrue until the instalment is paid.**

Carried Unanimously 7/0

Instalment Plan Interest Rate and Administration Fee

Council can impose an interest rate charge on each instalment if ratepayers elect to use any of the instalment plan options. The maximum interest rate is 5.5% for those on an instalment plan. Last years rate was the maximum of 5.5% and it is recommended that the maximum charges continue to be applied.

Section 6.45(3) of the Local Government Act 1995 allows a local government to impose an additional charge where payment of a rate or service charge is made by instalments.

In 2007/08 a service charge of \$5.00 for each instalment other than the first was applied and it is recommended that Council continue to impose a charge of \$5 for instalment payments.

Payment of rates and service charge by payment arrangement incurred a \$25.00 per arrangement fee in 2007/08 and it is recommended that this fee again be adopted

RECOMMENDATION 11

That Council in accordance with section 6.45(3) of the Local Government Act and Regulation 67 of the Local Government (Financial Management) Regulations 1996, impose administration fees as follows(excluding eligible pensioners):-

- a) Payment of rates and service charge by instalments - \$5.00 per instalment reminder notice plus interest at 5.5% per annum calculated daily.
- b) Payment of rates and service charge by payment arrangement - \$25.00 per arrangement.

COUNCIL DECISION

Minute No. 8327

Moved: Cr J Moulden

Seconded: Cr D Ausburn

That Council in accordance with section 6.45(3) of the Local Government Act and Regulation 67 of the Local Government (Financial Management) Regulations 1996, impose administration fees as follows(excluding eligible pensioners):-

- a) Payment of rates and service charge by instalments - \$5.00 per instalment reminder notice plus interest at 5.5% per annum calculated daily.***
- b) Payment of rates and service charge by payment arrangement - \$25.00 per arrangement.***

Carried Unanimously 7/0

Rates Discount

A discount of 5% was applied in 2007/08 if all rates are paid in full within 35 days of the date of issue of the rates notice. Council resolved on 17 June 2008

Minute No. 8250

Moved: Cr J Moulden

Seconded: Cr J Parker

1. *The discount on rates be given where all rates are paid within 14 days of the issue date on the rates notice.*
2. *A Rates Incentive Prize, donated by Home Valley Station, be included for 2008/09 with the following eligibility criteria:*
3. *All rates are paid in full by the due date,*
4. *The ratepayer(s) must be enrolled on the current Electoral Role for the Shire of Wyndham East Kimberley*
5. *Public notice be given with details about the change in discount terms, rates incentive prize and eligibility criteria.*
6. *Presentation of the prize to the winning residents will be made by the Shire President at a time agreed upon by both the President and the recipient.*

Carried Unanimously 8/0

RECOMMENDATION 12

That Council in accordance with section 6.12 of the Local Government Act 1995, allow a 5% discount on 2008/09 rates if all rates accounts are paid in full within 14 days of the date of issue of the Rates Notice.

COUNCIL DECISION

Minute No. 8328

Moved: Cr D Ausburn

Seconded: Cr J Moulden

That Council in accordance with section 6.12 of the Local Government Act 1995, allow a 5% discount on 2008/09 rates if all rates accounts are paid in full within 14 days of the date of issue of the Rates Notice.

Carried Unanimously 7/0

User Fees and Charges

The schedule of user fees and charges is attached. Council adopted the 2008/09 Fees and Charges on 20 May 2008 to enable the Fees and Charges to be effective from 1 July 2008.

Local Public Notice was given by advertisement in the Kimberley Echo on 29 May 2008 and 12 June 2008. Following feedback some fees and charges relating to Airport, Wyndham Child Care and Youth Centre were again considered at the 1 July 2008 meeting.

RECOMMENDATION 13

That the schedule of fees and charges for the 2008/09 financial year be adopted as presented.

COUNCIL DECISION

Minute No. 8329

Moved: Cr J Parker

Seconded: Cr D Ausburn

That the schedule of fees and charges for the 2008/09 financial year be adopted as presented.

Carried Unanimously 7/0

Loans

Note 5 in the Budget Document - Information on Borrowings details ongoing loan commitments as well as new loans.

RECOMMENDATION 14

The Council in accordance with section 6.20 of the Local Government Act 1995, raise the following loans in 2008/2009

- (i) Loan 119 - \$371,000 for the Multi Purpose Court Facility
- (ii) Loan 120 - \$700,000 for Staff Housing

COUNCIL DECISION

Minute No. 8330

Moved: Cr J Moulden

Seconded: Cr K Wright

The Council in accordance with section 6.20 of the Local Government Act 1995, raise the following loans in 2008/2009

(ii) Loan 119 - \$371,000 for the Multi Purpose Court Facility

(ii) Loan 120 - \$700,000 for Staff Housing

Carried Unanimously 7/0

Councillor Fees

RECOMMENDATION 15

That Council adopt the following Councillor fees and allowances for 2008/09:

Meeting Fees (x 1 for Councillors, x 2 for Shire President)	\$ 5,250
Communication allowance	\$ 2,400
Information Technology Allowance	\$ 1,000
Shire President's Allowance	\$10,500
Deputy Shire President's Allowance	\$ 2,625

COUNCIL DECISION

Minute No. 8331

Moved: Cr K Wright

Seconded: Cr D Ausburn

That Council adopt the following Councillor fees and allowances for 2008/09:

<i>Meeting Fees (x 1 for Councillors, x 2 for Shire President)</i>	\$ 5,250
<i>Communication allowance</i>	\$ 2,400
<i>Information Technology Allowance</i>	\$ 1,000
<i>Shire President's Allowance</i>	\$10,500
<i>Deputy Shire President's Allowance</i>	\$ 2,625

Carried Unanimously 7/0

Setting of Materiality for Monthly Reporting

Local Government Act and Regulations require the Council to set the materiality level at which explanations are required for variations between Year to Date Budget and Year to Date Actual figures. The materiality level recommended is +/-10% and +/- \$5,000 at account level and +/-10% and +/- \$50,000 at financial statement level.

RECOMMENDATION 16

That materiality level for monthly reporting be set at +/-10% and +/- \$5,000 at account level and +/-10% and +/- \$50,000 at financial statement level.

COUNCIL DECISION

Minute No. 8332

Moved: Cr J Parker

Seconded: Cr J Moulden

That materiality level for monthly reporting be set at +/-10% and +/- \$5,000 at account level and +/-10% and +/- \$50,000 at financial statement level.

Carried Unanimously 7/0

Adoption of Accounting Policies

Council should consider its accounting policies on an annual basis and adopt the policies to apply to the budget. The Shire of Wyndham East Kimberley Accounting Policies were considered by the Audit Committee at their meeting on 11 August 2008 where the Committee recommended:

Minute AC096

Moved: Cr K Wright

Seconded: Cr R Addis

That the Audit Committee recommends to Council:

- 1) adoption of revised policy F7 Significant Accounting Policies*
- 2) in accordance with AASB1051-Land Under Roads, Council elects to continue not to recognise land under roads acquired on or before 30 June 2008.*

Carried Unanimously: 3/0

Revised Policy F7 - Significant Accounting Policies is provided as an attachment to this item

RECOMMENDATION 17

That Council adopts revised policy F7 Significant Accounting Policies

COUNCIL DECISION

Minute No. 8333

Moved: Cr K Wright

Seconded: Cr J Parker

That Council adopts revised policy F7 Significant Accounting Policies

Carried Unanimously 7/0

Reserve Fund Accounts

Council is required to adopt the name and purpose of any reserve account included in the Reserve Funds. New reserve accounts are required for the Developer Contribution on Egret Close. These funds are currently carried forward in unspent contributions as part of the carried forward surplus.

Additionally Council through Minute 8153 resolved to change the purpose of the Parks reserve to include the wording "projects utilising funds from parks reserve should be significantly leveraged by external funding" Discussion in budget workshops where funding

options and project timelines were considered made some Councillors realise this addition to the purpose of the reserve was in hind sight was too restrictive. The consensus of that meeting was that Officers recommend at budget adoption to change the purpose of the reserve back to the original wording.

RECOMMENDATION 18

That in accordance with Section 6.11 of the Local Government Act the following reserves are established to set aside funds for use in future years:

- (i) Developer Contributions Egret Close – To hold funds from developers for the construction of Egret Close.
- (ii) Parks Reserve – To hold the funds from the sale of parks provided by the State to undertake major upgrades and to establish new parks and public open spaces in the Shire.

COUNCIL DECISION

Minute No. 8334

Moved: Cr J Moulden

Seconded: Cr D Ausburn

That in accordance with Section 6.11 of the Local Government Act the following reserves are established to set aside funds for use in future years:

(ii) Developer Contributions Egret Close – To hold funds from developers for the construction of Egret Close.

(ii) Parks Reserve – To hold the funds from the sale of parks provided by the State to undertake major upgrades and to establish new parks and public open spaces in the Shire.

Carried Unanimously 7/0

Adoption of 2008/09 Budget

The management recommends that in order to maintain real operating expenditure and continue to position Council to undertake future projects of significant economic benefit and employment growth initiatives, that Council adopt a 8% rate increase.

RECOMMENDATION 19

That the 2008/09 budget, reflecting an 8% increase in total GRV and total UV rates, be adopted.

COUNCIL DECISION

Minute No. 8335

Moved: Cr J Moulden

Seconded: Cr P Caley

That the 2008/09 budget, reflecting an 8% increase in total GRV and total UV rates, be adopted.

Carried Unanimously 7/0



OBJECTIVE:

POLICY No:	F7
DIVISION	Finance
SUBJECT:	Significant Accounting Policies
REPORTING OFFICER	Executive Manager Corporate Services
ENABLING LEGISLATION	Local Government Act 1995

To provide the basis for Council's accounting concepts and annual reporting guidelines. To maintain accounting reporting procedures that comply with statutory requirements and demonstrate Council's financial position.

POLICY:

Significant Accounting Policies

(a) Basis of Accounting and Preparation

The budget and financial report are general purpose financial reports which are to be prepared in accordance with applicable Australian Accounting Standards (as they apply to local government and not-for-profit entities), other mandatory professional reporting requirements, the Local Government Act 1995 and accompanying regulations. The reports are also to be prepared on the accrual basis under the convention of historical cost accounting as modified by the accounting treatment relating to the revaluation of financial assets and liabilities at fair value through profit and loss and certain classes on non-current assets.

Critical Accounting Estimates

The preparation of a financial report in conformity with Australian Accounting Standards requires management to make judgements, estimates and assumptions that effect the application of policies and reported amounts of assets and liabilities, income and expenses.

The estimates and associated assumptions are based on historical experience and various other factors that are believed to be reasonable under the circumstances; the results of which form the basis of making the judgements about carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates.

(b) The Local Government Reporting Entity

All Funds through which the Council controls resources to carry on its functions have been included in the financial statements forming part of these financial reports.

In the process of reporting on the local government as a single unit, all transactions and balances between those Funds (for example, loans and transfers between Funds) have been eliminated.

All monies held in the Trust Fund are excluded from the financial statements, but a separate statement of those monies appears in the financial statements.

(c) Actual Balances

Balances shown in budget documentation as previous year Actual are as forecast at the time of budget preparation and are subject to final adjustments.

(d) Rounding off Figures

All figures shown in financial reports, other than a rate in the dollar, are rounded to the nearest dollar.

(e) Rates, Grants, Donations and Other Contributions

Rates, grants, donations and other contributions are recognised as revenues when the local government obtains control over the assets comprising the contributions. Control over assets acquired from rates is obtained at the commencement of the rating period or, where earlier, upon receipt of the rates.

Where contributions recognised as revenues during the reporting period were obtained on the condition that they be expended in particular manner or used over a particular period, and those conditions were undischarged as at the reporting date, the nature of and amounts pertaining to those undischarged conditions are disclosed in the financial report. The disclosure also includes the amount of contributions recognised as revenues in a previous reporting period which were obtained in respect of the local government's operations for the current reporting period.

(f) Goods and Services Tax

In accordance with recommended practice, revenues, expenses and assets capitalised are stated net of any GST recoverable. Receivables and payables in the Statement of Financial Position and Balance Sheet are stated inclusive of applicable GST.

(g) Superannuation

The Shire of Wyndham East Kimberley contributes to the Local Government Superannuation Scheme and the Occupational Superannuation Fund. Both funds are defined contribution schemes.

Contributions to defined contribution plans are recognised as an expense as they become payable. Prepaid contributions are recognised as an asset to the extent that a cash refund or a reduction in the future payments is available.

(h) Cash and Cash Equivalents

Cash and cash equivalents comprise cash at bank and in hand and short-term deposits (for the Balance Sheet these would have an original maturity of three months or less) that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value.

For the purposes of the Cash Flow Statement, cash and cash equivalents consist of cash and cash equivalents as defined above, net of outstanding bank overdrafts. Bank overdrafts are included as short-term borrowings in current liabilities on the Balance Sheet).

(i) Trade and Other Receivables

Trade receivables, which generally have 30 - 90 day terms, are recognised initially at fair value and subsequently measured at amortised cost using the effective interest rate method, less any allowance for uncollectible amounts.

Collectability of trade receivables is reviewed on an ongoing basis. Debts that are known to be uncollectible are written off when identified. An allowance for doubtful debts is raised when there is objective evidence that they will not be collectible.

(j) Inventories

General

Inventories are valued at the lower of cost and net realisable value. Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.

Inventories held from trading are classified as current even if not expected to be realised in the next 12 months.

Land Held for Resale

Land purchased for development and/or resale is valued at the lower of cost and net realisable value. Cost includes the cost of acquisition, development and interest incurred on the financing of the land during its development. Interest and holding charges incurred after development is complete are recognised as expenses.

Revenue arising from the sale of property is recognised in the operating statement as at the time of signing a binding contract of sale.

Land held for resale is classified as current except where it is held as non-current based on Council's intentions to release for sale.

(k) Fixed Assets

Initial Recognition

All assets are initially recognised at cost. Cost is determined as the fair value of the assets given as consideration plus costs incidental to the acquisition. For assets acquired at no cost or for nominal consideration, cost is determined as fair value at the date of acquisition. The cost of non-current assets constructed by the Municipality includes the cost of all materials used in construction, direct labour on the project and an appropriate proportion of variable and fixed overheads.

Revaluation

Certain asset classes may be re-valued on a regular basis such that the carrying values are not materially different from fair value. For infrastructure and other asset classes where no active market exists, fair value is determined to be the current replacement cost of an asset less, where applicable, accumulated depreciation calculated on a basis of such cost to reflect the already consumed or expired future economic benefits of the asset.

Those assets carried at a re-valued amount, being their fair value at the date of revaluation less any subsequent accumulated depreciation and accumulated impairment losses, are to be re-valued with sufficient regularity to ensure the carrying amount does not differ materially from that determined using fair value at reporting date.

Land Under Roads

Land under roads is excluded from infrastructure in accordance with the transitional arrangements available under AASB 1045 and in accordance with legislative requirements.

(l) Depreciation of Non-Current Assets

All non-current assets having a limited useful life are separately and systematically depreciated over their useful lives in a manner which reflects the consumption of the future economic benefits embodied in those assets.

Assets are depreciated from the date of acquisition or, in respect of internally constructed assets, from the time the asset is completed and held ready for use.

Depreciation is recognised on a straight-line basis, using rates which are reviewed each reporting period. Major depreciation periods are as per Council adopted policy F20 Asset Management Policy.

(m) Investments and Other Financial Assets

Classification

Council classifies its investments in the following categories: financial assets at fair value through profit or loss, loans and receivables, held-to-maturity investments and available-for-sale financial assets. The classification depends on the purpose for which the investments were acquired. Management determines the classification of its investments at initial recognition and, in the case of assets classified as held-to-maturity, re-evaluates this designation at each reporting date.

(i) *Financial assets at fair value through profit and loss*

Financial assets at fair value through profit or loss are financial assets held for trading. A financial asset is classified in this category if acquired principally for the purpose of selling in the short term. Derivatives are classified as held for trading unless they are designated as hedges. Assets in this category are classified as current assets.

(ii) *Loans and receivables*

Loans and receivables are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market. They are included in current assets, except for those with maturities greater than 12 months after the balance sheet date which are classified as non-current assets. Loans and receivables are included in trade and other receivables in the balance sheet.

(iii) *Held-to-maturity investments*

Held-to-maturity investments are non-derivative financial assets with fixed or determinable payments and fixed maturities that the Council's management has the positive intention and ability to hold to maturity. If Council were to sell other than an insignificant amount of held-to-maturity financial assets, the whole category would be tainted and reclassified as available-for-sale. Held-to-maturity financial assets are included in non-current assets, except for those with maturities less than 12 months from the reporting date, which are classified as current assets.

(iv) *Available-for-sale financial assets*

Available-for-sale financial assets, comprising principally marketable equity securities, are non-derivatives that are either designated in this category or not classified in any of the other categories. They are included in non-current assets unless management intends to dispose of the investment within 12 months of the balance sheet date. Investments are designated as available-for-sale if they do not have fixed maturities and fixed or determinable payments and management intends to hold them for the medium to long term.

Recognition and derecognition

Regular purchases and sales of financial assets are recognised on trade-date – the date on which Council commits to purchase or sell the asset. Investments are initially recognised at fair value plus transaction costs for all financial assets not carried at fair value through profit or loss. Financial assets carried at fair value through profit or loss are initially recognised at fair value and transaction costs are expensed in the income statement. Financial assets are derecognised when the rights to receive cash flows from the financial assets have expired or have been transferred and Council has transferred substantially all the risks and rewards of ownership.

When securities classified as available-for-sale are sold, the accumulated fair value adjustments recognised in equity are included in the income statement as gains and losses from investment securities.

Subsequent measurement

Loans and receivables and held-to-maturity investments are carried at amortised cost using the effective interest method.

Available-for-sale financial assets and financial assets at fair value through profit and loss are subsequently carried at fair value. Gains or losses arising from changes in the fair value of the financial assets at fair value through profit or loss category are presented in the income statement within other income or other expenses in the period in which they arise. Dividend income from financial assets at fair value through profit and loss is recognised in the income statement as part of revenue from continuing operations when Council's right to receive payments is established. Changes in the fair value of other monetary and non-monetary securities classified as available-for-sale are recognised in equity.

Impairment

Council assesses at each balance date whether there is objective evidence that a financial asset or group of financial assets is impaired. In the case of equity securities classified as available-for-sale, a significant or prolonged decline in the fair value of a security below its cost is considered as an indicator that the securities are impaired. If any such evidence exists for available-for-sale financial assets, the cumulative loss-measured as the difference between the acquisition cost and the current fair value, less any impairment loss on that financial asset previously recognised in profit or loss – is removed from equity and recognised in the income statement. Impairment losses recognised in the income statement on equity instruments classified as available-for-sale are not reversed through the income statement.

(n) Estimation of Fair Value

The fair value of financial assets and financial liabilities must be estimated for recognition and measurement or for disclosure purposes.

The fair value of financial instruments traded in active markets is based on quoted market prices at the balance sheet date.

The fair value of financial instruments that are not traded in an active market is determined using valuation techniques. Council uses a variety of methods and makes assumptions that are based on market conditions existing at each balance date. These include the use of recent arm's length transactions, reference to other instruments that are substantially the same, discounted cash flow analysis, and option pricing models making maximum use of market inputs and relying as little as possible on entity-specific inputs.

Quoted market prices or dealer quotes for similar instruments are used for long-term debt instruments held. Other techniques, such as estimated discounted cash flows, are used to determine fair value for the remaining financial instruments.

The nominal value less estimated credit adjustments of trade receivables and payables are assumed to approximate their fair values. The fair value of financial liabilities for disclosure purposes is estimated by discounting the future contractual cash flows at the current market interest rate that is available to the Council for similar financial instruments.

(o) Impairment

In accordance with Australian Accounting Standards the Council's assets, other than inventories, are assessed at each reporting date to determine whether there is any indication they may be impaired.

Where such an indication exists, an estimate of the recoverable amount of the asset is made in accordance with AASB 136 "Impairment of Assets" and appropriate adjustments made.

An impairment loss is recognised whenever the carrying amount of an asset or its cash-generating unit exceeds its recoverable amount. Impairment losses are recognised in the Income Statement.

For non-cash generating assets such as roads, drains, public buildings and the like, value in use is represented by the depreciated replacement cost of the asset.

At the time of adopting a budget, it is not possible to estimate the amount of impairment losses (if any) as at 30 June of that year.

In any event, an impairment loss is a non-cash transaction and consequently, has no impact on a budget document.

(p) Trade and Other Payables

Trade and other payables are carried at amortised cost. They represent liabilities for goods and services provided to the Municipality prior to the end of the financial year that are unpaid and arise when the Municipality becomes obliged to make future payments in respect of the purchase of these goods and services. The amounts are unsecured and are usually paid within 30 days of recognition.

(q) Employee Benefits

The provision for employee benefits relates to amounts expected to be paid for long service leave, annual leave, wages, salaries and are calculated as follows:

(i) Wages, Salaries, Annual Leave and Long Service Leave (Short-term benefits)

The provision for employees' benefits to wages, salaries, annual leave and long service leave expected to be settled within 12 months represents the amount that the municipality has a present obligation to pay resulting from employees' services provided to balance date. The provision has been calculated at nominal amounts based on remuneration rates the Council expects to pay and includes related on-costs.

(ii) Long Service Leave (Long-term benefits)

The liability for long service leave is recognised in the provision for employee benefits and measured as the present value of expected future payments to be made in respect of services provided by employees up to the reporting date using the projected unit credit method. Consideration is given to expected future wage and salary levels, experience of employee departures and periods of service. Expected future payments

are discounted using market yields at the reporting date on national government bonds with terms to maturity and currency that match as closely as possible, the estimated future cash outflows. Where Council does not have the unconditional right to defer settlement beyond 12 months, the liability is recognised as a current liability.

(r) Interest-bearing Loans and Borrowings

All loans and borrowings are initially recognised at the fair value of the consideration received less directly attributable transaction costs.

After initial recognition, interest-bearing loans and borrowings are subsequently measured at amortised cost using the effective interest method. Fees paid on the establishment of loan facilities that are yield related are included as part of the carrying amount of the loans and borrowings.

Borrowings are classified as current liabilities unless the Council has an unconditional right to defer settlement of the liability for at least 12 months after the balance sheet date.

Borrowing costs

Borrowing costs are recognised as an expense when incurred except where they are directly attributable to the acquisition, construction or production of a qualifying asset. Where this is the case, they are capitalised as part of the cost of the particular asset.

(s) Provisions

Provisions are recognised when: The council has a present legal or constructive obligation as a result of past events; it is more likely than not that an outflow of resources will be required to settle the obligation; and the amount has been reliably estimated. Provisions are not recognised for future operating losses.

Where there are a number of similar obligations, the likelihood that an outflow will be required in settlement is determined by considering the class of obligations as a whole. A provision is recognised even if the likelihood of an outflow with respect to any one item included in the same class of obligations may be small.

(t) Leases

Leases of fixed assets where substantially all the risks and benefits incidental to the ownership of the asset, but not legal ownership, are transferred to the company, are classified as finance leases. Finance leases are capitalised recording an asset and a liability equal to the present value of the minimum lease payments, including any guaranteed residual value. Leased assets are amortised over their estimated useful lives. Lease payments are allocated between the reduction of the lease liability and the lease interest expense for the period.

Lease payments under operating leases, where substantially all the risks and benefits remain with the lessor, are charged as expenses in the periods in which they are incurred.

(u) Joint Venture

The municipality's interest in a joint venture is to be recognised in the financial statements by including its share of any assets, liabilities, revenues and expenses of the joint venture within the relevant items reported in the statement of financial position and operating statement.

(v) Comparative Figures

Where required, comparative figures are to be adjusted to conform with changes in presentation for the current financial year.

(w) Current and Non-Current Classification

In the determination of whether an asset or liability is current or non-current, consideration is given to the time when each asset or liability is expected to be settled. The asset or liability is classified as current if it is expected to be settled within the next 12 months, being the Council's operational cycle. In the case of liabilities where Council does not have the unconditional right to defer settlement beyond 12 months, such as vested long service leave, the liability is classified as current even if not expected to be settled within the next 12 months. Inventories held for trading are classified as current even if not expected to be realised in the next 12 months except for land held for resale where it is held as non-current based on Council's intentions to release for sale.

(x) New Accounting Standards and Interpretations

Australian Accounting Standards and Interpretations that have recently been issued or amended but are not yet effective have not been adopted by the Council for the annual reporting period ending 30 June 2008.

Council's assessment of these new standards and interpretations is set out below:

	Title and Topic	Issued	Applicable (*)	Impact
(i)	AASB-I 12 Service Concession Arrangements, AASB 2007-1 Amendments to Australian Accounting Standards arising from AASB Interpretation 12, revised UIG 4 Determining whether an Arrangement contains a Lease and revised UIG 129 Service Concession Arrangements: Disclosures	February 2007	1 January 2008	Nil – Council is not party to any Service Concession Arrangements.
(ii)	AASB 8 Operating Segments and AASB 2007-3 Amendments to Australian Accounting Standards arising from AASB 8	February 2007	1 January 2009	Nil – The Standard is not applicable to not-for-profit entities.
(iii)	Revised AASB 123 Borrowing Costs and AASB 2007-6 Amendments to Australian Accounting Standards arising from AASB 123 [AASB 1, AASB 101, AASB 107, AASB 111, AASB 116 & AASB 138 and Interpretations 1 & 12]	June 2007	1 January 2009	Nil – The revised Standard has removed the option to expense all borrowing costs and, when adopted, will require the capitalisation of all borrowing costs directly attributable to the acquisition, construction or production of a qualifying asset. There will be no impact on the financial report of the Council as the council

				already capitalises borrowing costs relating to qualifying assets.
	Title and Topic	Issued	Applicable (*)	Impact
(iv)	AASB-I 13 Customer Loyalty Programmes	August 2007	1 July 2008	Nil – Council has no Customer Loyalty Programmes.
(v)	AASB-I 14 The Limit on a Defined Benefit Asset, Minimum Funding Requirements and their Interaction	August 2007	1 January 2008	Nil – The Interpretation provides guidance on the maximum amount that may be recognised as an asset in defined benefit plans. Council does not currently contribute to any defined benefit plans. Consequently, there is not expected to be any impact on the financial statements.
(vi)	Revised AASB 101 Presentation of Financial Statements and AASB 2007-8 Amendments to Australian Accounting Standards arising from AASB 101 and AASB 2007-10 Further Amendments to Australian Accounting Standards arising from AASB 101	September 2007 and December 2007	1 January 2009	Nil – The revised Standard requires the presentation of a Statement of comprehensive income and makes changes to the Statement of changes in equity, but will not affect any of the amounts recognised in the financial statements. If Council has made a prior period adjustment or has reclassified items in the financial statements, it is likely it will need to disclose a third balance sheet (Statement of financial position), being as at the beginning of the comparative period.
(vii)	AASB 1049 Whole of Government and General Government Sector Financial	October 2007	1 July 2008(+)	Nil – The Standard is not applicable to Local Governments.
(viii)	AASB 1050 Administered Items: AASB 1051 Land Under Roads, AASB 1052 Disaggregated Disclosures, revised AASB 1004 Contributions, AASB 2007-9	December 2007	1 July 2008(+)	• AASB 1050 is only applicable to Government departments and will have no impact on Council.

<p>Amendments to Australian Accounting Standards arising from the review of AAS 27, AAS 29 and AAS 31 and revised interpretation 1038 Contributions by Owners Made to Wholly-Owned Public Sector Entities</p>				<ul style="list-style-type: none"> • AASB 1051 will allow Council to recognise or not recognise land under roads acquired before 30 June 2008. Land under roads acquired after 30 June 2008 must be recognised. • AASB 1052 requires disclosure of financial information by function or activity. Council already provides this information so there will be no additional impact on the financial statements. • AASB 1004 requires contributions made to Council to be recognised at fair value when they are controlled and to be appropriately disclosed. Council already accounts for contributions in this manner so there will be no additional impact on the financial statements.
Notes:				
(*) - Applicable to reporting periods commencing on or after the given date.				
(+) - Applicable to not-for-profit and/or public sector entities only.				

ADOPTED

12.3. ENGINEERING AND REGULATORY SERVICES

12.3.1. REQUESTS FOR QUOTATION FOR VEHICLE REPLACEMENTS

DATE:	19 August 2008
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	Kununurra
AUTHOR:	John Gault, Kununurra Works Manager
REPORTING OFFICER:	Alex Douglas, Executive Manager Engineering and Regulatory Services
FILE NO:	66.41.07
ASSESSMENT NO:	N/A

PURPOSE

For Council to consider quotations for the purchase of two replacement vehicles.

BACKGROUND

The draft budget, due for adoption, includes a number of light vehicle replacements required for operational purposes. Two of those vehicles are:

Plant No. 207 - 4WD Utility – to be replaced with Hilux 4WD Dual Cab for Manager Projects position, and Plant No. (New) – 2WD Tray Top Utility for Parks and Gardens Maintenance

Due to supply timing, quotations were sought in advance of the budget adoption.

As per past practice, quotes were sought from Argyle Motors and the pricing checked against the State Tender Board prices and the trade value according to an accepted industry standard.

Generally there is a minimum two or three month delivery timeframe anticipated for these vehicles.

STATUTORY IMPLICATIONS

The Local Government (Functions and General) Regulations 1996 apply.

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

The quotes received from Argyle Motors are summarised as follows: -

Description of Preferred Vehicle	Allocation	New Vehicle (ex. GST)	Trade	Net Cost (ex. GST)
Dual Cab Hilux	Manager of Projects	\$34,269.61	\$7,000.00 (\$6363.64 without GST)	\$27,905.97
Hilux 4x2 Single Cab	Garden Mtc	\$27,437.93	Nil	\$27,437.93

The net cost to Council is \$55,343.90. The net estimated cost for the two vehicles in the draft budget is for \$50,000. The main difference is the lower than expected trade value for the utility (previously estimated at \$15,000). It is anticipated that the amount will be made from savings across the vehicle replacement program.

Council is required to pay GST for the trade value.

The above amounts do not include registration as the amount paid is calculated at the time of supply of the vehicle/s being supplied.

STRATEGIC IMPLICATIONS

Not applicable

COMMENT

The prices for the new vehicle is consistent with the State's tender prices and the trade value are consistent with the information available for the automotive industry guides.

ATTACHMENTS

Nil

VOTING REQUIREMENT

Simple Majority

MANAGERS' RECOMMENDATION

That Council approves the quotations by Argyle Motors as follows: -

- 1 Supply, delivery and licensing of one 2008 Toyota Hilux 4WD Dual Cab for the sum of \$37,996.58 (including GST), and the trade of Plant Item 207 - 2004 Toyota Hilux 2wd Petrol single cab ute for \$7,000 (including GST), giving a net changeover cost of \$27,905.97 (net of GST) excluding registration costs, and
- 2 Supply, delivery and licensing of one 2008 Toyota Hilux 2WD Manual Single Cab Tray Top Utility Turbo Diesel for the sum of \$27,437.93 (net of GST) excluding registration costs.

COUNCIL DECISION

Minute No. 8336

Moved: Cr P Caley

Seconded: Cr D Ausburn

That Council approves the quotations by Argyle Motors as follows: -

- 1 ***Supply, delivery and licensing of one 2008 Toyota Hilux 4WD Dual Cab for the sum of \$37,996.58 (including GST), and the trade of Plant Item 207 - 2004 Toyota Hilux 2wd Petrol single cab ute for \$7,000 (including GST), giving a net changeover cost of \$27,905.97 (net of GST) excluding registration costs, and***

- 2 Supply, delivery and licensing of one 2008 Toyota Hilux 2WD Manual Single Cab Tray Top Utility Turbo Diesel for the sum of \$27,437.93 (net of GST) excluding registration costs.**

Carried Unanimously 7/0

12.4. DEVELOPMENT SERVICES

12.4.1. PROPOSED LEASE LAKE KUNUNURRA BOAT OPERATORS

DATE:	2008
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	Kununurra
AUTHOR:	Peter Stubbs, Chief Executive Officer
REPORTING OFFICER:	Peter Stubbs, Chief Executive Officer
FILE NO:	01.2860.02
ASSESSMENT NO:	A2860

PURPOSE

For Council to consider a revised approach to assisting commercial boat operators on Lake Kununurra to legitimise tenure for these operations.

BACKGROUND

For some years Council has been aiming to assist commercial boat operators on Lake Kununurra establish tenure to legitimise their use of the Lake Kununurra foreshore to support their business operations. A commercial boat facility has been proposed and a feasibility study for this conducted. Raising capital funds for that have been problematic with the Commonwealth Government ceasing its Regional Partnership funding program and Council's State Budget submission for funding being unsuccessful. Further, a grant application to the Department of Local Government and Regional Development was also unsuccessful.

Failure to attract funding for the proposed facility caused Councillors to consider alternative ways to achieve the aims of the proposed commercial boat facility.

At the Councillors Briefing Session 1 July 2008 Councillors workshopped possible alternatives and the preferred alternative was suggested to the commercial boat operators and Department of Water as covestee in Reserve 41812. Written comment on the preferred alternate model was requested. Written comments were received from:

1. Triple J
2. Letter Alligator Airways
3. Department of Water

These comments are attached to this report.

No written comments were received from the BBQ Boat operator or Celliston Nominees.

Councillors requested that they meet with senior Department of Water personnel to further consider the proposed model and other foreshore matters. On the 12 August 2008 Councillors met with Mr Max Van Weert and Mr David Munday of the Department of Water to explore these matters.

STATUTORY IMPLICATIONS

Section 3.58 Of The Local Government Act 1995 Relates To Disposing Of Property:

3.58 . Disposing of property

(1) In this section —

“**dispose**” includes to sell, lease, or otherwise dispose of, whether absolutely or not;
“**property**” includes the whole or any part of the interest of a local government in property, but does not include money.

(2) Except as stated in this section, a local government can only dispose of property to —

- (a) the highest bidder at public auction; or
- (b) the person who at public tender called by the local government makes what is, in the opinion of the local government, the most acceptable tender, whether or not it is the highest tender.

(3) A local government can dispose of property other than under subsection (2) if, before agreeing to dispose of the property -

- (a) it gives Statewide public notice of the proposed disposition -
 - (i) describing the property concerned;
 - (ii) giving details of the proposed disposition; and
 - (iii) inviting submissions to be made to the local government before a date to be specified in the notice, being a date not less than 2 weeks after the notice is first given; and
- (b) it considers any submissions made to it before the date specified in the notice and, if its decision is made by the council or a committee, the decision and the reasons for it are recorded in the minutes of the meeting at which the decision was made.

(4) The details of a proposed disposition that are required by subsection (3)(a)(ii) include -

- (a) the names of all other parties concerned;
- (b) the consideration to be received by the local government for the disposition; and
- (c) the market value of the disposition as ascertained by a valuation carried out not more than 6 months before the proposed disposition.

(5) This section does not apply to -

- (a) a disposition of land under section 29 or 29B of the *Public Works Act 1902*;
- (b) a disposition of property in the course of carrying on a trading undertaking as defined in section 3.59;
- (c) anything that the local government provides to a particular person, for a fee or otherwise, in the performance of a function that it has under any written law; or
- (d) any other disposition that is excluded by regulations from the application of this section.

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Dependent on the method of disposal of land that Council chooses.

It is recommended [and indeed is likely to be required by the co-vestee] that revenue from any lease fees associated with Foreshore leases be retained in a Reserve Fund for management of the Foreshore over time.

Councillors have been provided with valuations under confidential cover for similar areas of Foreshore. Verbal advice from real estate agents indicates a range of \$5 - \$10 per square metre. Accordingly, \$7 per square metre is recommended as the rate for the proposed leases.

This would result in a rate of \$7,000 per annum per 1,000 square metres.

Given the proposed leases would be for exclusive use by the businesses, there is an argument that 100% of the market valuation should apply.

Councillors have considered this issue in Briefing Sessions however recognise that there may be significant initial start up costs for the businesses who may take up the proposed leases in establishing their business presence. In view of that Council may want to consider phased in lease structures, for example 50% market rental in year one, 75% in year two, and 100% in year three and beyond.

The offer by business for a lump sum payment of \$120,000 over 21 year for leases is not considered to be in the community interest.

STRATEGIC IMPLICATIONS

Commercial boat operations on Lake Kununurra are expected to increase over time as the economy expands. Increase boat operations bring increased risk in terms of refuelling and sullage management, which have the potential to impact on water quality. It is considered appropriate to seek to better manage these issues by establishing defined point of operations for these operations.

COMMUNITY CONSULTATION

Section 3.58 of the Local Government dealing with disposing of property provides the required mechanism of public consultation in this matter. Should lease be established by tender, or auction the public becomes aware of this through advertising. Should leases be established by private treaty the public is invited to make comment on the proposed lease.

Council can choose to undertake further consultation.

COMMENT

Under the Local Government Act which Council operates within the establishment of leases is regarded as 'disposal of property'. Section 3.58 of the Act defines how disposal of property can occur. Property can be disposed off by either auction, tender, or private treaty. If disposal by private treaty is intended then valuations for the property are required, sale or lease fees determined, and these are to be advertised for public comment. Council is required to consider any public comment received before making a final decision to proceed or not with the intended disposal.

From the written comments received there would appear to be general support for the model of leases proposed by Councillors.

It is understood that Councillors and boat operators would like leases in place before the 2009 dry season and main tourism season. For that to occur there would need to be minimal delays in processes between now and then.

It is also understood that longer term leases are required by boat operators to afford security for their business operations and to underwrite the investments in any lease site they wish to make. Longer term leases are considered more likely to encourage higher quality investment.

Each of the methods of establishing leases brings with it its own advantages:

Auction	Tender	Private Treaty
Requires reserve prices to be set.	Council may accept or reject any tender/s and considers further disposal options	Intended purchasers identified and advertised with intended lease fees.
Advertising cost and period.	Tender processes establishes market lease values	Public comments invited and considered.
No control over who purchases sites	Council controls who land is leased too	Council controls who land is leased too.
Greater likelihood to identify/quantify new businesses with interest in operating on Lake Kununurra foreshore	Greater likelihood to identify/quantify new businesses with interesting in operating on Lake Kununurra foreshore	Less likely to identify/quantify new businesses with interest in operating on Lake Kununurra foreshore

Given Council has focussed on assisting to meet the needs of four established businesses being; Triple J, BBQ Boat, Alligator Airways, and Celliston Nominees, it is recommended that Council seek to establish leases by private treaty as this gives greatest control over who leases.

Should Council believe that further testing of the market is required to determine what other interest there maybe in leased foreshore land, then it is recommended that a separate Expression of Interest process be run for that purpose.

The issue of legitimising tenure on the Lake Kununurra Foreshore has proven to be problematic for a number of years. There are strong and emotive views around it, which if not managed can compromise the outcome. For this reason Council may want to consider engaging external expertise on probity management of the process it chooses to establish the leases. One option for that would be the Western Australian Local Government Association, of which Council is member, and which offers a Tender Bureau service. Probity services to Local Government through this Bureau are also available for private treaty disposal of land.

The Foreshore land in question and recommended by Councillors for consideration as leases to commercial boat operators is around the site formerly leased site by the Kununurra Sailing Club. The Sailing Club lease has expired and lapsed, and the Sailing Club has until the past few months been non operational. Council has recently been made aware that the Sailing Club has renewed its membership base, and this is being verified.

Provision for the Sailing Club future needs as been considered by Councillors in arriving at their preferred model.

ATTACHMENTS

1. Letter Triple J

2. Letter Alligator Airways
3. Letter Department of Water.
4. Map 1 - proposed Stage 1 leases
5. Map 2 - potential Stage 2 leases

VOTING REQUIREMENT

Simple Majority

RECOMMENDATION

1. That Council offer by private treaty 21 year leases to the following companies; Triple J, BBQ Boat, Alligator Airways and Celliston Nominees, to facilitate establishment of their business on the Lake Kununurra Foreshore in the area indentified as Proposed Leases Stage 1 on Map 1 attached, with the following conditions:
 - a. That the rental rate shall be \$7 per square metre.
 - b. That lease fees be set at 50% of market rate in year one of the proposed lease, 75% of the market rate in year two, and 100% in year three.
 - c. That fees are payable annually in advance.
 - d. That leases are reviewed annually, with cpi adjustments to apply.
2. That Council engage Western Australian Local Government Association to provide probity advice for the disposal process, to ensure independent and transparent processes.
3. That Council conduct a ballot to determine which commercial boat operators are offered which proposed leased sites.
4. That subject to acceptance in principle by companies of those proposed leases, the proposed leases be advertised for public comment.
5. That Council consider any public comment received before making a final decision on adopting the proposed leases.
6. That in surveying proposed lease areas allowance be made for the option of a future lease to accommodate the Kununurra Sailing Club in close proximity to its former lease area.

COUNCIL DECISION

Minute No. 8337

Moved: Cr J Parker

Seconded: Cr K Wright

1. ***That Council offer by private treaty 21 year leases to the following companies; Triple J, BBQ Boat, Alligator Airways and Celliston Nominees, to facilitate establishment of their business on the Lake Kununurra Foreshore in the area indentified as Proposed Leases Stage 1 on Map 1 attached, with the following conditions:***
 - a. That the rental rate shall be \$7 per square metre.***
 - b. That lease fees be set at 50% of market rate in year one of the proposed lease, 75% of the market rate in year two, and 100% in year three.***
 - c. That fees are payable annually in advance.***

- d. That leases are reviewed annually, with cpi adjustments to apply.*
- 2. That Council engage Western Australian Local Government Association to provide probity advice for the disposal process, to ensure independent and transparent processes.*
 - 3. That Alligator Airways be positioned on the eastern side of the existing inlet from the Sailing Club.*
 - 4. That Council conduct a ballot to determine which of the remaining commercial boat operators are offered which proposed leased sites.*
 - 5. That subject to acceptance in principle by companies of those proposed leases, the proposed leases be advertised for public comment.*
 - 6. That Council consider any public comment received before making a final decision on adopting the proposed leases.*
 - 7. That in surveying proposed lease areas allowance be made for the option of a future lease to accommodate the Kununurra Sailing Club at the site indicated on the map in attachment 4 and that all infrastructure be relocated or replaced at no cost to the Kununurra Sailing Club.*

Carried Unanimously 7/0

Karyn Apperley left the chambers 6.33pm



Alligator Airways PTY LTD

PO Box 10, Kununurra WA 6743
Ph: (08) 9168 1333 Fax: (08) 9168 2704

Facsimile 08 9168 1798

Peter Stubbs
CEO
Shire Wyndham East Kimberley
PO Box 614

Kununurra WA 6743

Doc No.	629077
Date	18/7/08
Officer	tp
Response	
File	43.04.01

Ref: Proposed Lake Kununurra Boat Facility- your ref: 43.04.01

Dear Peter,

Thank you for correspondence dated 7/7/08 on the above matter.

The estimated commencing figure of \$7.00 per square metre would equate to approximately \$30000 per annum plus annual adjustments for CPI and further 4 yearly reviews of General Valuation.

Based on these figures and the unknown factor of valuation adjustments, financing a project would provide some difficulties.

We consider that a more equitable approach would be a 21 year lease with option, at an all up figure of \$120000 for the period, (as proposed by Jeff Hayley of Triple J Tours). This would provide a more viable funding basis for financiers, given that all other developmental costs will need to be met by ourselves for the period in question, with minimal government funding input.

This letter should be regarded as a measure of support for the proposed boating facility in principle, and I ask for favourable consideration of the variation submitted above.

Sincerely

Rob Kendrick
Managing Director
18/7/08

Hangar No 5, Kununurra Airport, Kununurra, Western Australia
ABN 85 504 766 783 ACN 009 061 536

LANDPLANE AND FLOATPLANE CHARTER, BUNGLE BUNGLE AND SCENIC TOURS

TRIPLE J TOURS KUNUNURRA PTY LTD – ABN 44 059 782 035 TRADING AS:

TRIPLE J TOURS

Boat Cruises

PO Box 105
KUNUNURRA WA 6743

TELEPHONE: (08) 9168 2682
FACSIMILE: (08) 9168 2562

Peter Stubbs
Chief Executive Officer
P O Box 614
KUNUNURRA WA 6743

Doc No.	629058
Date	18 JUL 2008
Officer	CEO TP
Response	
File	43.04.01
	01.2860.02

Dear Peter

RE: Proposed Lake Kununurra Boat Facility – Your Ref: 43.04.01

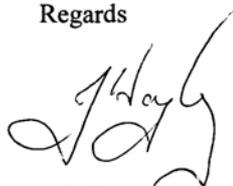
Thank you for your letter dated 07 July 2008. This to date appears the most positive step forward in this ongoing saga.

My only area of concern is the approximate lease fee of \$7.00/sqm. In our situation this will equate to approximately \$30,000 per year with no idea what the 4 yearly VG reviews will be.

We would prefer to pay a figure up front of say \$120,000 for the 21 year lease. This way the bank would look more favourably at financing the whole project including the lease fee.

Please accept this letter as a measure of support for the proposed boating facility.

Regards



Jeff Hayley
Director

16th July 2008



Department of Water
Government of Western Australia

Your ref: 43.04.01
Our ref: KN1941
Enquiries: Kellie Loge, Ph: 9166 4113

Peter Stubbs
Chief Executive Officer
Shire of Wyndham East Kimberley
PO Box 614
KUNUNURRA WA 6743

Doc No.	629180
Date	31 JUL 2008
Officer	TP
Response	
File	01.2860.02

Dear Mr Stubbs

Proposed Lake Kununurra Boat Facility

Thank you for the above referral. The Department of Water would like to offer its in principle support for the proposed plan to provide a location for the commercial operators to park, store and service their boats and float planes as well as embark and disembark passengers.

The Department of Water are supportive of an interim measure for the commercial operators but do not want to jeopardise future development of a more substantial facility that will accommodate expansion of the industry.

The Departments primary objective is to have all commercial boats operating from a controlled location, where the risks of fuel, sullage and boat maintenance can be managed downstream of the P1 water source protection area. The current proposal of a "strip" style of development with no commonly managed infrastructure (fuel etc) does not fully provide for the risk management required but the Department recognises that moving the commercial operators to the proposed location represents positive progress.

This current proposal does not address some of the fundamental issues we are collectively working towards and the proposal lacks some important detail such as expectations for infrastructure, collectively (boat ramp, fuel storage etc) and on the individual leases (what will be permitted).

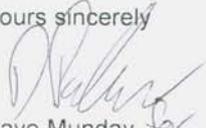
The Department would also like to discuss the potential for realigning the two blocks on either side of the existing sailing club inlet (shown purple on the map provided by the Shire) so they face the inlet to minimize this interim footprint and make better use of the existing inlet. This will enable the current operators (Celliston Nominees, BBQ Boat, Triple J and Alligator Airways) to access the existing inlet and provide for a more controlled management area that will also minimise the disturbance to the banks of the Ord River.

Kimberley Region
Lot 225 Bandicoot Drive Kununurra Western Australia 6743
PO Box 625 Kununurra Western Australia 6743
Telephone (08) 9166 4100 Facsimile (08) 9426 4818
www.water.wa.gov.au

This would aim to align with any plans for site development of the Commercial Boat Harbour Facility without jeopardising its future and enabling future growth of the industry.

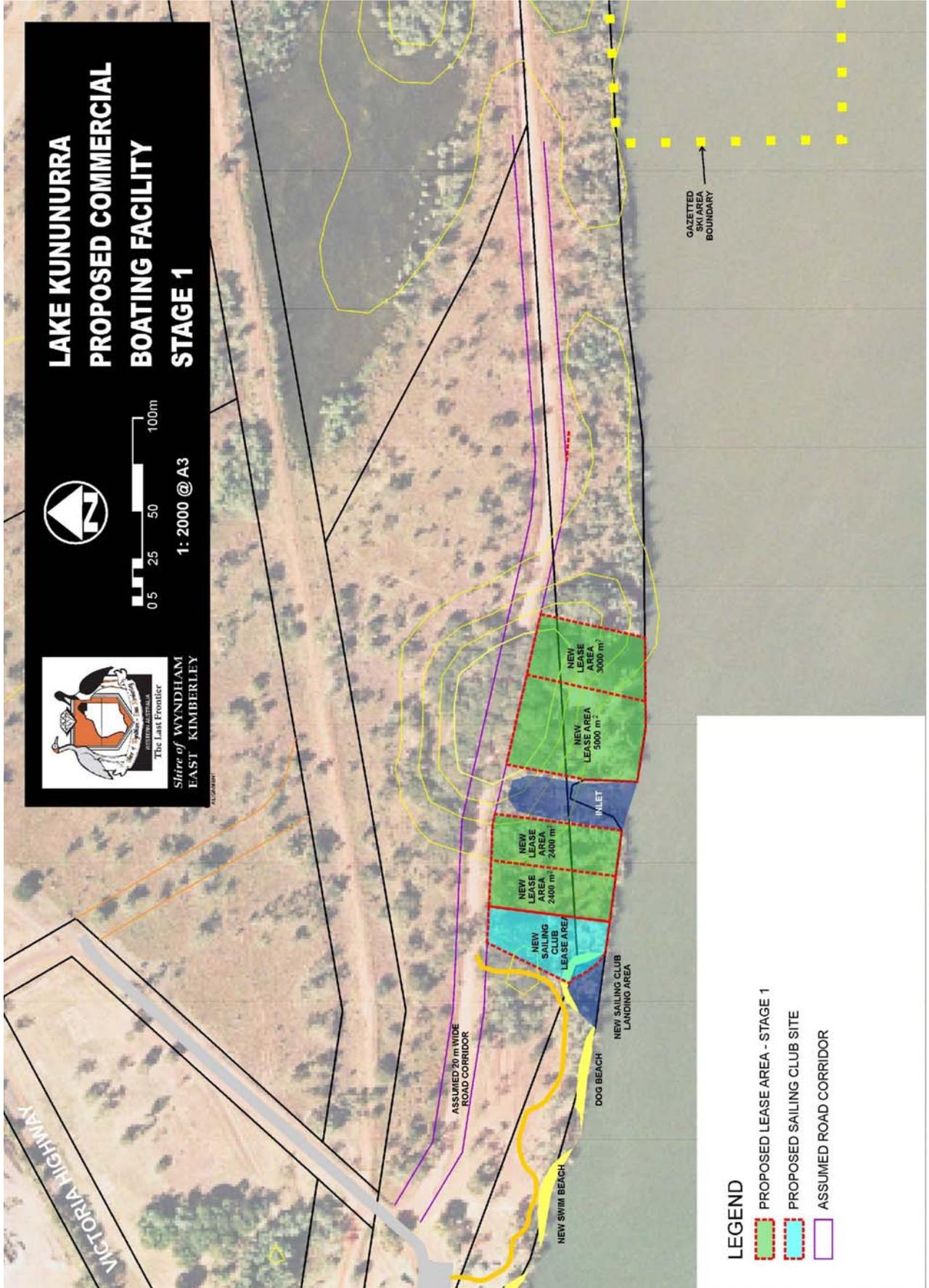
If you require further information or have any queries, please contact Kellie Loge in the Kununurra Office on 9166 4113.

Yours sincerely

A handwritten signature in dark ink, appearing to read 'Dave Munday', written over the typed name below.

Dave Munday
Regional Manager - Kimberley

30 July 2008



12.4.2. PROPOSED SHED - LOT 100 MILLS ROAD

DATE:	19 August 2008
PROPONENT:	M Northover
LOCATION:	Lot 100 Mills Road
AUTHOR:	Gary McCarney, Town Planning Officer
REPORTING OFFICER:	Keith Williams, Executive Manager Town Planning
FILE NO:	01.5233.02
ASSESSMENT NO:	A5233

PURPOSE

For Council to consider granting planning consent for a proposed shed for a non-conforming industrial use on Lot 100 Mills Road.

BACKGROUND

The site is used by Ord River Contracting for soil blending and soil supplies, including natural lime. This is a non-conforming use of the site under its current Rural Living zoning. In April 2005 the Applicant was granted planning approval for a lime kiln and silo on the site.

In September 2007 the Applicant submitted an application for lean-tos to either side of an existing shed. The plans submitted included an additional proposed shed. In discussions with the applicant it was understood that approval for the lean-tos only was being sought at that time.

A report was presented to the 12 November 2007 Council meeting recommending approval be granted for the lean-tos. The additional proposed shed was not part of that report. The Council's decision is shown below.

COUNCIL DECISION

Minute No 7946

Moved: Cr D Ausburn

Seconded: Cr F Mills

That Council grants Planning Approval to Mark Northover for the development of Lot 100 Mills Road for addition of lean-tos to an existing shed, in accordance with Clauses 4.2 and 4.3 of Town Planning Scheme No 7 - Kununurra and Environs, and subject to the following specific conditions:

- 1. The use of the lean-to additions shall be limited to the storage of materials and/or plant and machinery directly associated with the existing site operations.*
- 2. The lean-to's shall not be used for the expansion of the existing site operations without prior written approval of the Council.*
- 3. Any other conditions issued under delegated authority in accordance with Council's adopted list of Standard Conditions*

Carried Unanimously 8/0

The Applicant was advised of the decision by letter on 3 December 2007, the letter and accompanying approval (DA 67/07) granting approval for the lean-tos to the existing shed. There was no reference to any approval for the proposed new shed.

The Applicant submitted a planning application on 29 July 2008 to relocate the new shed. It was at this stage that the misunderstanding over what had been approved was identified. This misunderstanding is understandable as the submitted drawings also showed the additional shed.

The approval is however clearly only for the two lean-tos to the existing shed.

The Applicant has been advised of this and is therefore now seeking approval for the additional shed.

SITE AND SURROUNDS

The subject site is located on the corner of Mills Road and Weaber Plain Road, with the reserve for the proposed Kununurra heavy haulage route on its southern boundary. The property has an area of 4.4 hectares. The applicant owns an adjoining property on the western side.

The adjacent land is also zoned rural living, with a rural industry zone to the north of the site and rural agriculture 2 on the opposite side of Mills Road.

The site contains a shed of approximately 400m² in area with approval granted (in November 2007) for a lean-to on either end of approximately 220m² each.



Development Proposal

The Applicant proposes to construct a new shed of approximately 190m² adjacent to one of the proposed lean-tos. The shed is to provide undercover storage for materials and plant / machinery.

Plans of the proposed development are attached.

ATTACHMENTS

Plan 1 of 2 - Site Layout
Plan 2 of 2 – Shed Details

PLANNING FRAMEWORK

Local Planning Strategy

The Strategy notes that the Mills Road area is one of three areas currently zoned for rural residential living in the Town Planning Scheme (No. 7). It identifies that the current supply of rural residential land does not meet demand and that there is a need to provide additional land for rural living.

It is therefore an important policy objective to protect existing rural living lots from inappropriate development that may compromise their rural living function and amenity, thereby exacerbating the supply shortfall.

Town Planning Scheme No. 7

As stated above, the land is located within one of three the Rural Living zones in the Scheme. Pursuant to Clause 5.20.1 of the Scheme, the objectives of the Zone are:

- (a) *to provide for the provision of land for people wishing to reside on a small rural holding;*
- (b) *to prohibit the use of any land which may be incompatible to or adversely affect the amenity of the surrounding land uses;*
- (c) *to maintain the rural/residential character of the land;*
- (d) *to ensure adequate services are provided to sustain a rural residential community;*

The existing use by Ord River Contracting does not conform to the zoning of the land. The proposed addition of the shed, as part of the current site use, is therefore considered to be a non-conforming use.

Part IV of the Scheme contains provisions relating to non-conforming uses. Clause 4.2 states that:

4.2 EXTENSION OF NON-CONFORMING USE RIGHTS

- 4.2.1** *A person shall not alter or extend a non-conforming use or erect alter or extend a building more than 20% of the existing floor area of the building or buildings existing at the time of the gazettal of the scheme used in conjunction with a non-conforming use without first having applied for and obtained the Planning approval of the Council under the Scheme and unless in conformity with any other provisions and requirements contained in the Scheme and any relevant policy.*

A non-conforming development therefore must not be extended by more than 20% without first having obtained the consent of Council.

Measurement of the 'floor area' of the development is difficult, as the use consists of a lime kiln / silo, a small office building and the shed plus the informal storage of materials and plant / machinery about the site. The shed would increase the area under roof (ie. the shed and approved lean-tos), by nearly 25% and it is considered that referral to Council for approval is appropriate.

Council Policies

The land is located in the Policy Area Precinct 19 - Mills Road Rural Living Area. The objective of the Precinct is:

To provide for rural residential subdivision and development.

The use of the land does not conform to the objectives of this policy. However, the proposal constitutes an extension to an existing non-conforming use and is unlikely to cause detrimental impacts on adjoining landowners.

COMMUNITY CONSULTATION

Town Planning Scheme No. 7 (Kununurra and Environs) does not require any community consultation for the proposal.

FINANCIAL IMPLICATIONS

The applicant has paid the application fee of \$100.

CONCLUSION / COMMENT

The proposed shed is additional to the two lean-tos approved by Council in November 2007. The shed was shown on the plans submitted with the lean-to application and there appears to have been a misunderstanding between the Applicant and Shire Officers over what was being applied for and what was approved.

It is nevertheless clear that only the lean-tos were submitted to Council and hence only the lean-tos have been approved by Council. The Applicant is therefore now seeking Council approval for the additional shed.

Council can approve extensions to non-conforming uses where the extensions do not detrimentally affect the amenity of a locality, under Clauses 4.2 and 4.3 of Town Planning Scheme No 7 - Kununurra and Environs, and where the development otherwise complies with the provisions of the Scheme.

Although within the rural living zone in the Scheme, the rural living aspects of the site are compromised to some degree by the adjacent road infrastructure. The proposed additional shed would be a minimum of 100 metres from the boundary of the nearest adjacent property (Lot 101 – owned by the Applicant) and 140 metres from Lot 102. The proposed development would be unlikely to have any impact on the amenity of neighbouring properties.

Therefore, although not consistent with the rural use zoning, the continuation of the existing non-conforming use is considered acceptable for this particular site.

The application is recommended for approval, subject to conditions to ensure that the additional shed is used to store and protect materials and plant/machinery directly associated with the current land use only and does not result in an expansion of this non-conforming use.

VOTING REQUIREMENT

Simple Majority

MANAGERS' RECOMMENDATION

That Council grants Planning Approval to Mark Northover for the development of Lot 100 Mills Road for a shed, in accordance with Clauses 4.2 and 4.3 of Town Planning Scheme No 7 - Kununurra and Environs, and subject to the following specific conditions:

1. The use of the shed shall be limited to the storage of materials and/or plant and machinery directly associated with the existing site operations.
2. The shed shall not be used for the expansion of the existing site operations without prior written approval of the Council.
3. Any other conditions issued under delegated authority in accordance with Council's adopted list of Standard Conditions

COUNCIL DECISION

Minute No. 8338

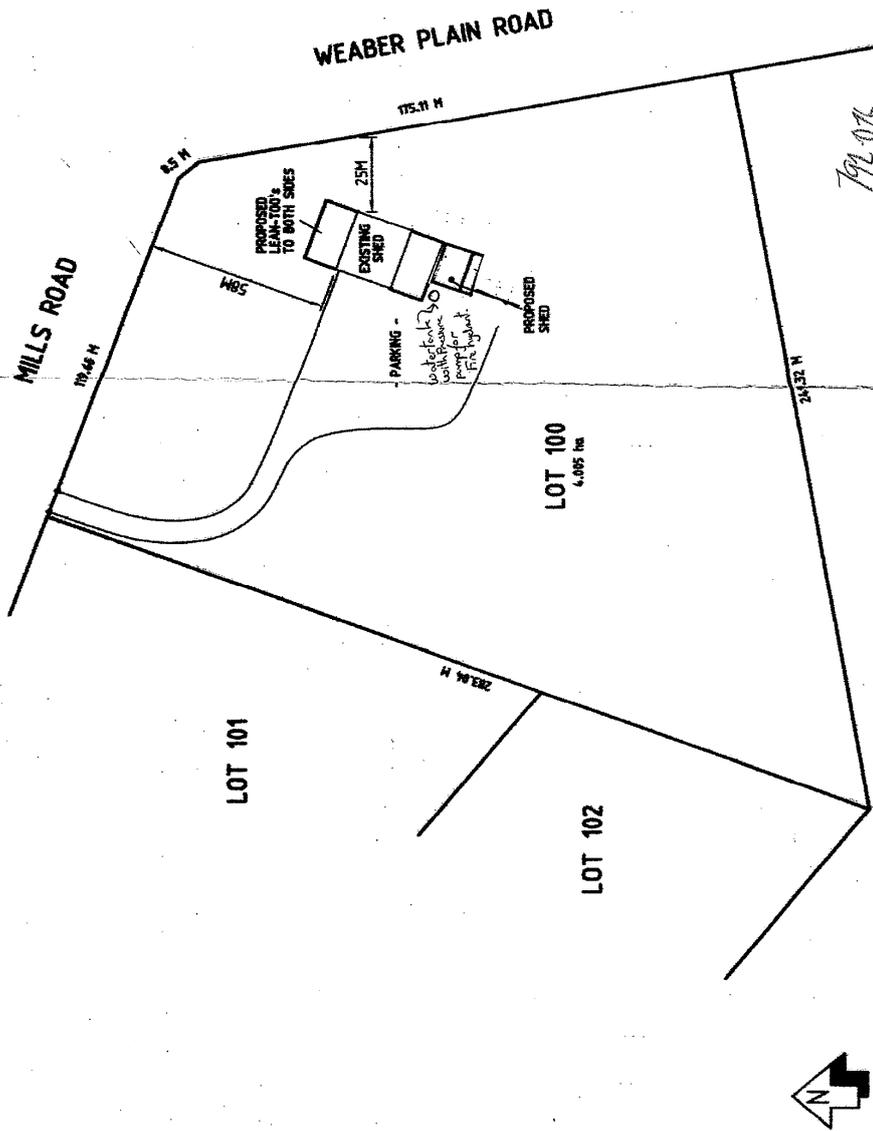
Moved: Cr J Parker

Seconded: Cr P Caley

That Council grants Planning Approval to Mark Northover for the development of Lot 100 Mills Road for a shed, in accordance with Clauses 4.2 and 4.3 of Town Planning Scheme No 7 – Kununurra and Environs, and subject to the following specific conditions:

- 1. The use of the shed shall be limited to the storage of materials and/or plant and machinery directly associated with the existing site operations.**
- 2. The shed shall not be used for the expansion of the existing site operations without prior written approval of the Council.**
- 3. Any other conditions issued under delegated authority in accordance with Council's adopted list of Standard Conditions**

Carried Unanimously 7/0



DO NOT SCALE - IF IN DOUBT ASK

NORTHERN DESIGN CONSULTANTS

PROJECT: ADDRESS WITH SURVEILLANCE PLAN

D. R. BEAD
OWNER
ADDRESS
CITY
STATE

DATE: 7/27

SCALE: 1/8" = 1'-0"

TITLE

DATE: 7/27

PROJECT: ADDRESS WITH SURVEILLANCE PLAN

12.4.3. RESERVE 41812 [FORESHORE RESERVE] - COMMERCIAL LEASES REVIEW

DATE:	15 July 2008
PROPONENT:	SWEK
LOCATION:	Reserve 41812 - various portions
AUTHOR:	Peter Stubbs, Chief Executive Officer
REPORTING OFFICER:	Keith Williams, Executive Manager Town Planning
FILE NO:	50.09.01
ASSESSMENT NO:	A2860

PURPOSE

To provide information to Council regarding the four commercial leases on Reserve 41812 so that it can make a determination regarding the provisions of the leases.

BACKGROUND

Four commercial leases have been prepared for various portions of Foreshore Reserve 41812. Three of the leases are for Caravan park uses, while the fourth is for a tourism operation:

Lease	Established	Expiry	Term Years	Area M ²
Kimberleyland Holiday Park	1 Jan 2003	31 Dec 2012	10	16 888
Kona Waters Holiday Park	1 Jan 2003	31 Dec 2012	10	12 507
Lakeside Resort	1 Jan 2003	31 Dec 2012	10	20 438
Celliston Nominees	1 June 2003	31 May 2008	1	1700

The Lake Kununurra Foreshore Plan [adopted by Council in August 2006] recommends that the commercial foreshore leases be modified in accordance with the following:

- Exclusive use – no public access;
- Full fee at commercial rate of land value; and
- No removal of native vegetation.

Council considered the Celliston Nominees lease at the March 2006 Council meeting and resolved to modify the lease, and instructed officers to review all foreshore leases at April briefing session. This review has taken substantial time due to the linking of the Celliston Lease to the other three leases.

During this review, officers discovered a discrepancy between leases and due process – the leases need endorsement of the Minister for Lands, and as this was not done, the leases have not been officially effected. Notwithstanding this administrative oversight, the Lessees can be considered to be tenants at will, given that they would have the expectation that the leases would have been executed properly, and that they have been paying lease fees for the duration of this period.

An opportunity was seen to correlate the leases with the recommendations of the Foreshore Plan, and after meeting with Caravan Park Owners and discussing these issues with Celliston Nominees, new lease provisions were drafted. The new lease provisions, and Council's resolution to modify the Celliston Nominees lease, were forwarded to the Department of Water [DoW] for approval, as co-vestee in the Foreshore Reserve.

The Department of Water has now advised that they do not support the leases being converted to exclusive use leases. DoW does not support long term extension of the Celliston Nominees lease unless via competitive public process, and at the May Council meeting Council resolved to issue a lease to Celliston for 1 year with an option for an additional year. Given the existing caravan park leases, differing purposes of the leases and Council decisions, this item relates to the caravan park leases only.

STATUTORY IMPLICATIONS

Local Government Act

Section 3.58 of the Local Government Act deals with the processes that Council's must follow in relation to the disposition of property [Leasing of land is considered disposition]:

Disposing of property

3.58 . Disposing of property

(1) In this section —

“dispose” includes to sell, lease, or otherwise dispose of, whether absolutely or not;

“property” includes the whole or any part of the interest of a local government in property, but does not include money.

(2) Except as stated in this section, a local government can only dispose of property to —

(a) the highest bidder at public auction; or

(b) the person who at public tender called by the local government makes what is, in the opinion of the local government, the most acceptable tender, whether or not it is the highest tender.

(3) A local government can dispose of property other than under subsection (2) if, before agreeing to dispose of the property —

(a) it gives Statewide public notice of the proposed disposition —

(i) describing the property concerned;

(ii) giving details of the proposed disposition; and

(iii) inviting submissions to be made to the local government before a date to be specified in the notice, being a date not less than 2 weeks after the notice is first given;

and

(b) it considers any submissions made to it before the date specified in the notice and, if its decision is made by the council or a committee, the decision and the reasons for it are recorded in the minutes of the meeting at which the decision was made.

(4) The details of a proposed disposition that are required by subsection (3)(a)(ii) include —

(a) the names of all other parties concerned;

(b) the consideration to be received by the local government for the disposition; and

(c) the market value of the disposition as ascertained by a valuation carried out not more than 6 months before the proposed disposition.

(5) This section does not apply to —

(a) a disposition of land under section 29 or 29B of the Public Works Act 1902 ;
 (b) a disposition of property in the course of carrying on a trading undertaking as defined in section 3.59;

(c) anything that the local government provides to a particular person, for a fee or otherwise, in the performance of a function that it has under any written law; or
 (d) any other disposition that is excluded by regulations from the application of this section.

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Any income received in the form of lease payments would be placed in a Reserve account for the maintenance and development of Reserve 41812. The table below indicates the current caravan park lease arrangements:

Lease	Area M ²	\$ Cost Per m ²	% of Fee	\$ Cost per m ² @ 5%	Annual Fee \$
Kimberleyland Holiday Park	16 888	1.44	5%	0.07	1 220
Kona Waters Holiday Park	12 507	0.76	5%	0.04	475
Lakeside Resort	20 438	0.93	5%	0.04	950

Current Income: \$7 645

The table below calculates the fees applicable if the fee is charged at 100% of the rental value, based on 2002 valuations:

Lease	Area M ²	\$ Cost Per m ²	% of Fee	\$ Cost @ 100%
Kimberleyland Holiday Park	16 888	1.44	100%	24 400
Kona Waters Holiday Park	12 507	0.76	100%	9 500
Lakeside Resort	20 438	0.93	100%	19 000

The Projected Income from increasing the fees would be in the \$50 - 55k + range, however, it should be noted that this projection is based on 2002 valuations for the three caravan park sites, and may be higher for these sites given the rise in land values in the intervening period.

Recent valuations [March 2008] show values as such:

Lease	Market Rental Valuation \$	Valuation \$ @ 25%
Kimberleyland Holiday Park	100 000	25 000
Kona Waters Holiday Park	50 000	12 500
Lakeside Resort	112 000	28 000

The market rental valuation is decreased due to factors affecting the useability of the land.

COMMUNITY CONSULTATION

The Local Government Act requires state wide public notice be given of the intention to dispose of property (including leasing). The Act requires a minimum of 14 days for submissions to be received. Given the proposed changes to the lease provisions are substantive, it is proposed to advertise the modifications for 14 days.

Lessees have been consulted and provided feedback to the Foreshore Committee. The committee considered the feedback and agreed to some of the changes. The leases have

been modified accordingly. Many of the changes were not substantive, and were not included in the modified lease document.

COMMENT

The three existing caravan park leases have not been endorsed by the Minister for Lands and have not taken legal effect.

When the Lake Kununurra Foreshore Plan was adopted by Council, the opportunity to effect a recommendation of the foreshore plan providing exclusive use of the foreshore at 100% of the rental value of the leases was pursued.

The Department of Water has advised that it does not support the modification of the leases to provide for exclusive use by the leaseholders.

Notwithstanding this, it is apparent that the leases do not present good value to ratepayers. Two of the leases are effectively charged at 4 cents per square metre. It is proposed to modify the leases to charge the full rate of the lease fees. Valuations have been prepared for the leases, and all leaseholders have reviewed the draft leases.

March 2008 valuations place the value of the sites as follows:

Lease	Market Rental Valuation \$
Kimberleyland Holiday Park	100 000
Kona Waters Holiday Park	50 000
Lakeside Resort	112 000

However, the value of the leases is reduced due to limitations to the lease areas:

- in most cases the entire lease site is not available,
- permanent development of the leasehold land is prohibited or severely limited,
- public access to the site is protected under the lease documents.

The estimated lease value for each site is reduced accordingly:

Lease	Market Rental Valuation \$	Valuation \$ @ 25%
Kimberleyland Holiday Park	100 000	25 000
Kona Waters Holiday Park	50 000	12 500
Lakeside Resort	112 000	28 000

Revenue from the leases is therefore estimated at \$65 500, using the above valuations.

The Foreshore Committee reviewed the leases at the 22 May 2008 Committee meeting, and determined a response to the comment provided by the leaseholders. The accepted modifications have been made, and the leases are now presented to Council for endorsement.

The Foreshore Reserve is vested in both the Shire and the DoW, and as such the leases will also require the consent of the DoW.

A draft lease document is attached. This is a generic lease document, and all three leases are identical, with the exception of fees, which vary dependant on size and location.

Copies of valuations have been forwarded to Councillors under confidential cover.

There are several issues that require consideration when determining the leases.

The leases require significant management and administration.

The leases have an inherent value to the community, as they present a loss of amenity to the community, and a benefit to the leaseholder. That is, the effect of not having the leases - if the caravan park operators had to contain all their operations within their freehold title and were not able to utilise the land there would be considerable disadvantage to them - is greater than the simple market value of the lease, especially if amenity is a key issue to their operation.

Considering this, there is still therefore significant commercial value in the leases, and although they are constrained by the limitations referred to previously, the reduced lease fee is considered disproportionate. The reduction of the fee by 75% represents a significant reduction in return to the community, and it is therefore recommended that the leases be charged at 75% of the market value, rather than 25%.

This would result in the following consideration:

Lease	Market Rental Valuation \$	Valuation \$ @ 75%
Kimberleyland Holiday Park	100 000	75 000
Kona Waters Holiday Park	50 000	37 500
Lakeside Resort	112 000	84 000

Revenue from the leases is estimated at \$196 500, using the above consideration.

ATTACHMENTS

1. Draft generic lease.

VOTING REQUIREMENT

Simple Majority

RECOMMENDATION

- 1 That Council set the lease fee at 75% of the market value of the lease
- 2 That Council advertise its intention to enter into a lease over portion of Reserve 41812 for the following leaseholders for 14 days in accordance with section 3.58 of the Local Government Act:
 - i) Beston Parks Management Pty Ltd
 - ii) Kimberleyland Holiday Park Pty Ltd
 - iii) Ingle Pty Ltd

in accordance with the attached generic lease document:

3. Delegates the power to sign the leases to the CEO and Shire President, subject to receiving no objections during the advertising of the leases and the agreement of the leasees.

COUNCIL DECISION

Minute No. 8339

Moved: Cr J Moulden

Seconded: Cr K Wright

That Council defer this item pending further negotiation between the shire, caravan park foreshore leaseholders and department of water on lease terms acceptable to all parties, including annual lease fees in the range 25% to 75% of market rental valuation, and, following this, that special meeting of council be called to set lease fees and conditions, advertise its intention to enter into the leases and delegate authority to the Chief Executive Officer and Shire President to sign the leases.

Carried Unanimously 7/0

2008

**SHIRE OF WYNDHAM EAST KIMBERLEY
AND THE WATER RESOURCES
MINISTERIAL BODY**

AND

XXXXXXXXXXXXXXXXXX

LEASE

**PORTION OF RESERVE (FORESHORE)
No. 41812**

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LEASE

DEED dated 2008
BETWEEN **SHIRE OF WYNDHAM EAST KIMBERLEY** of 115 Coolibah Drive, Kununurra, Western Australia, 6743, PO Box 614, Kununurra, Western Australia, 6743 and **THE WATER RESOURCES MINISTERIAL BODY**, a body corporate established by the Water Agencies (Powers) Act 1984 of C/- Department of Water of The Atrium, 168 St Georges Terrace, Perth, Western Australia 6000, PO Box K822, Perth Western Australia 6842 (“the Lessor”)

AND **XXXXXXXXXX** (“the Lessee”)

RECITALS

- A. The Land is portion of Reserve 41812 (“the Reserve”) for the purpose of foreshore and recreation (see Annexure A). The care, control and management of the Reserve has been placed by the Minister for Lands with the Lessor with power to lease for a term not exceeding 21 years, subject to the prior approval in writing of the Minister for Lands to any such lease.
- B. At the request of the Lessee, the Lessor has agreed to lease the Land to the Lessee on the terms and conditions contained in this lease.
- C. The Minister for Lands has approved this Lease.

OPERATIVE PART

1.0 DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless the context otherwise requires:

“**Acts**” includes all Acts and statutes (State or Federal) and all rules, regulations, by-laws, local laws, requisitions or orders made under any Act from time to time by any statutory, public, local or other competent authority;

“**Approval**” means prior written consent

“**Annexure**“ means the annexures to this Lease and 'annexed' has a similar meaning;

“**Annual Lease Management Plan**“ means a plan which:

- (a) summarises the previous year's lease operations including the implementation of risk management strategies, monitoring and maintenance works;
- (b) outlines the Lessee's compliance with the ALMP for the previous year;
- (c) outlines a lease operations plan proposal for the forthcoming year, including risk management, regeneration works and maintenance programs and any other matters pertaining to the lease; and
- (d) must not be inconsistent with the Land Use Plan annexed to this lease (Annexure 'B')
- (e) must not be inconsistent with any management plan under section 49 of the *Land Administration Act 1997* in respect of the Land.

“**Corporations Act**” means the *Corporations Act 2001 (Cth)*;

“**Date of Commencement**” means the date of commencement of the Term mentioned in the Schedule;

“Date of Expiration” means the date of expiration of the Term mentioned in the Schedule;

“Foreshore Bank” means the embankment face of Lake Kununurra, whether it forms the limit of the lease area or not, and comprises all banks, vegetation and land adjoining the watercourse which directly contributes to the function of containing the water;

“Land” means the Land mentioned in the Schedule;

“Land Use Plan” means the plan annexured to the schedule setting out usage zones for the lease area and areas adjacent to the lease area;

“this Lease” means this Lease including any schedules and annexures hereto;

“Lessee” includes the successors, assigns, servants and agents of the Lessee;

“Lessee’s Covenants” means the covenants contained or implied in this Lease on the part of the Lessee;

“Lessor’s Powers” means the rights powers and remedies contained in or implied by this Lease or at law exercisable by the Lessor;

“Outgoings” means:

- (a) charges for utilities and services supplied to the Reserve;
- (b) insurance premiums and other insurance directly or indirectly related to the Reserve that the Lessor reasonably thinks should be taken out; and
- (c) GST on any such Outgoings, to the extent that the Lessor does not receive an input tax credit for such under the GST legislation;

“Rates and Taxes” means rates, taxes, charges, duties and fees imposed under any statute on the Land, the Reserve or the Lessor as Lessor of the Land or on the State of Western Australia as registered proprietor of the Reserve. It includes any land tax calculated on a single holding basis, but excludes any income tax payable by the Lessor on income derived from the Land or the Reserve and any capital gains tax payable in respect of the Reserve.

“Rent” means the rent mentioned in the Schedule;

“Rent Review Dates” means the Rent Review dates as specified in the Schedule;

“Schedule” means the Schedule to this Lease;

“Term” means the term mentioned in the Schedule commencing on the Date of Commencement and expiring on the Date of Expiration and includes where appropriate any renewal or extension; and

“Term Development Plan” means a plan which:

- (a) outlines a lease development plan proposal for the term of the Lease, including proposed new works and maintenance programs and any other matters pertaining to the lease; and
- (b) must not be inconsistent with the Land Use Plan annexed to this lease (Annexure ‘B’)
- (c) must not be inconsistent with any management plan under section 49 of the *Land Administration Act 1997* in respect of the Land.
- (d) may be revised as part of the ALMP

“The Lessee’s Proportion” means the area of the Land within the Reserve. The Lessee’s Proportion at the beginning of the Term is specified in item 7 of the Schedule.

1.2 Interpretation

Unless the context otherwise requires:

- (a) any covenant or agreement expressed or implied entered into by more than one person will bind those persons jointly and each of them severally;
- (b) reference to any thing includes any part of that thing;
- (c) reference to any party includes a reference to that party and its successors or personal representatives (as the case may be) and transferees;
- (d) the word "person" includes a corporation;
- (e) words importing of the feminine gender masculine gender singular or plural numbers include the masculine gender feminine gender plural number and singular numbers respectively; and
- (f) the covenants on the part of the Lessor being only the registered proprietor from time to time of the Land.

1.3 Business Days

Where the day or last day for doing something under this Lease is not a business day, the day or last day for doing that thing is deemed to be the next following business day.

1.4 Acts

Reference to an Act includes all amendments for the time being in force and any other Act enacted in substitution for that Act.

2.0 OPERATIVE PART

The Lessor leases to and the Lessee takes the Land for the Term subject to the Lessee obeying the Lessee's Covenants.

3.0 LESSEE'S COVENANTS

The Lessee covenants with the Lessor as follows:

3.1 Rent

To pay the Rent (free of all deductions) at the times mentioned in the Schedule to the Lessor at its address or as the Lessor may direct in writing from time to time and in this respect time shall be of the essence of this lease.

3.2 Rent Review

- (a) The Rent will be varied by re-valuation on each successive Rent Review Date during the Term. The re-valued Rent will operate from the Rent Review Date.
- (b) Rent Review dates are detailed in Item 5 of the Schedule
- (c) The Lessee must pay the re-valued Rent from the Rent Review Date on which it is to take effect. When the Lessor notifies the Lessee of the amount of the variation, any necessary adjustment will be made on the day Rent is next due.
- (d) The Lessee shall be responsible for revaluation costs for rent reviews.

3.3 Interest on Overdue Moneys

Without prejudice to the Lessor's Powers the Lessee must pay to the Lessor on demand interest on any moneys due but unpaid by the Lessee, that interest to be computed from the due date for the payment of the moneys in respect of which the interest is chargeable until payment of those moneys in full and to be recoverable in the same manner as Rent in arrears. For the purpose of this clause "interest" means the then current rates per annum charged by the Lessor's principal trading bank on overdraft loans of less than \$100,000 plus 3%.

3.4 Rates, Taxes and Outgoings

- (a) The Lessee must pay to the Lessor the Lessee's Proportion of any Rates, Taxes and Outgoings within fourteen (14) days after notification by the Lessor.
- (b) The Lessor may notify the Lessee that the Lessee is required to pay the Lessee's Proportion of any particular Rate, Tax or Outgoing after the Lessor has been notified by the relevant body that is due for payment. The Lessee must pay the Lessee's proportion whether or not the Rate, Tax or Outgoing is payable by the Lessor immediately or at some later time and whether or not the Lessor has paid it.
- (c) If the period for which any particular Rate, Tax or Outgoing is payable does not coincide with the Lease year, the amount the Lessee must pay in the first year of the Term will be adjusted proportionally. In the last year of the term, the Lessee must pay the full amount for the period, but the amount paid will be adjusted at the end of the Term and the Lessor will pay to the Lessee the amount necessary to make the adjustment.

3.5 Costs

To pay the Lessor on demand:

- (a) the Lessor's costs (including solicitors' costs on a solicitor and own client basis) of or incidental to the instructions for and preparation of this Lease;
- (b) reasonable and proper costs (including solicitor's costs on a solicitor and own client basis) of or incidental to any breach or default by the Lessee under this Lease and in connection with the exercise or attempted exercise of any of the Lessor's Powers;
- (c) all stamp duty (including all fines and penalties) assessed in respect of this Lease;
- (d) advertising costs in accordance with the *Local Government Act 1995*; and
- (e) all valuation costs in respect of this Lease.

3.6 GST

(a) Definition of GST

In this clause, 'GST' means a goods and services tax or like tax payable by the Lessor in respect of a supply under this Lease. All payments to be made by the Lessee under this Lease (including but not limited to Rent) are calculated without regard to GST.

(b) Payment of GST

If a payment by the Lessee to the Lessor under this Lease is for a supply by the Lessor under this Lease on which the Lessor must pay GST, the Lessee must pay the amount of the supply increased by the GST.

(c) **Provision of Tax Invoice**

The Lessor shall provide the Lessee with a tax invoice as required by the relevant GST legislation within the time specified by the relevant GST legislation.

3.7 Use of Land

(a) **Generally**

Not to use or permit the Land to be used for any purpose other than for the purposes mentioned in item 6 of the schedule.

(b) **Maintenance**

To maintain, rehabilitate and stabilise the foreshore bank of the Land as may be necessary to prevent erosion of the foreshore bank. This clause shall not permit any modification to the foreshore bank without consent in accordance with Clause 3.7(c).

All foreshore stabilisation materials shall be approved in writing by the Lessor prior to any foreshore bank stabilisation works.

(c) **Foreshore Bank**

Not to modify, or permit the modification of, the foreshore bank of the Land, without first obtaining the approval of the Lessor and all other approvals required by law.

(d) **Improvements and additions**

All structures, infrastructure, facilities and improvements to be erected, constructed, installed, brought or made by the Lessee on the Land must be low impact, low key and consistent with the maintenance of water quality and bank stabilisation of the Land and must not restrict or impede the use, accessibility and enjoyment by patrons and the general public of the Land or adversely affect the amenity of the Land.

Not to erect, construct, build, install or bring any buildings or structures of a permanent nature on the Land or make any other alterations, additions or improvements on the Land without the approval of the Lessor.

The Lessor acknowledges and accepts all structures, infrastructures, facilities and improvements erected, constructed or installed by the Lessee on the lease area before the commencement of the previous lease agreement signed on 1 June 2004.

The Lessor acknowledges and accepts all structures, infrastructures, facilities and improvements that have been approved by the Lessee on the lease area before the commencement of this lease agreement.

(e) **Vegetation**

Not to remove any vegetation from the land EXCEPT:

- (i) in accordance with an annual lease management plan approved by the Lessor;
- (ii) declared plants;
- (iii) in the case of native vegetation, with the approval of the Lessor and all approvals required by law; and
- (iv) by mechanical means rather than chemical application methods to the extent practicable.

The Lessee must ensure that all areas from which vegetation is removed shall be promptly rehabilitated and revegetated with local, native species in order to minimise soil erosion and run-off. Approval from the Lessor, for revegetation must be obtained as part of obtaining approval for removal.

Not to plant any vegetation on the Land EXCEPT:

- (i) in accordance with an annual lease management plan approved by the Lessor.

(f) **Water Use Conservation**

The Lessee must conduct all reticulation and irrigation activities on the Land in accordance with best practise water conservation principles.

(g) **State Government Planning Policies**

The Lessee must observe, perform and comply with the provisions of all present and future State Government planning policies that affect the Land and/or the adjacent waterway (for example, the *Policy and Guidelines for Recreation and General Access on Crown Land within Public Drinking Water Source Areas and Other Source Catchments*).

3.8 Entry by Lessor and Others

To permit and not to limit, hinder or restrict entry to the Land:

(a) **To Inspect**

By the Lessor and its agents and employees at any time to view the state of repair of the Land and to ensure compliance by the Lessee with the Lessee's Covenants.

(b) **To Show Land to Prospective Tenants**

By the Lessor and its agents and intending tenants or purchasers and others with approval from the Lessor at any time for the purpose of viewing the Land.

(c) **To Affix Signs**

By the Lessor and its agents to affix re-letting signs or notices to the Land at any time during the last three (3) months of the Term. The Lessee must not remove, damage or obscure such signs or notices or allow or cause such signs or notices to be removed, damaged or obscured.

(d) **Public Access**

By members of the public at all reasonable times.

3.9 No Assignment

Not to assign, sublet, mortgage, charge or otherwise part with the possession of, or dispose of, the Land or the benefit of this Lease without the approval of the Lessor and the Minister for Lands provided that;

(a) **Consent Not Unreasonably Withheld to Sub-Lease**

The Lessor may not unreasonably withhold it's consent in respect of a sub-lease of the Land (not inconsistent in it's terms with any of the covenants terms and conditions of this Lease) to a respectable, responsible and solvent person (the onus of proof of which shall be upon the Lessee).

(b) **Consent Not Unreasonably Withheld to Assignment**

If the Lessee wishes to assign the whole of the Land and the benefit of this Lease, the Lessor may not unreasonably withhold it's consent to that assignment if;

- (i) the proposed assignee is a respectable responsible and solvent person (the onus of proof of which shall be upon the Lessee)
- (ii) the Lessee procures the execution by the proposed assignee of a deed of assignment of this Lease, to which the Lessor is a party, prepared and completed by the Lessor's solicitors at the cost of the Lessee in all respects, and the covenants and agreements on the part of any proposed assignee will be deemed to be supplementary to this Lease and will not in any way relieve the Lessee from it's liability under this lease;
- (iii) all Rent, Rates and Taxes and Outgoings then due and payable have been paid and there is no existing unremedied breach of any of the Lessees Covenants;
- (iv) the deed of assignment contains a covenant by the assignee with the Lessor that the assignee will at all times during the continuance of the Term duly observe and perform all the Lessee's Covenants;
- (v) the Lessee pays to the Lessor all proper and reasonable costs charges and expenses incurred by the Lessor of and incidental to the deed of the assignment and any enquiries which may be made by, or on behalf of, the Lessor as to the respectability responsibility and solvency of any proposed assignee.

(c) **Corporate Assignee or Sub Lessee**

If the assignee or sub-lessee is a company (the shares in which are not listed on any Stock Exchange in Australia) then it is a condition of the Lessor's consent to any deed of assignment or sub-lease that the company guarantee to the Lessor:

- (i) in the case of an assignment, the observance and performance by the assignee of the Lessee's Covenants; or
- (ii) in the case of a sub-lease, the observance and performance by the sub-Lessee of the Lessee's Covenants, excluding the covenant by the Lessee to pay the Rent, Rates, and Taxes.

(d) **Deed of Assignment**

For the purposes of this clause 3.9:

- (i) any change in the principle shareholders of any corporate Lessee which has the effect of altering the effective control of the Lessee; or
- (ii) where the Lessee has executed this Lease as the trustee of a trust and any change in the persons beneficially entitled to the trust assets occurs,

That change is deemed an assignment of the Lease and requires the prior consent of the Lessor in the manner referred to in this clause 3.9.

3.10 Trust

(a) Consent

Without the approval of the Lessor the Lessee must not;

- (i) hold the Lessee's interest in this Lease on trust for any party other than pursuant to the trust (if any) described in the Schedule;
- (ii) declare a trust of the Lessee's interest pursuant to this Lease;
- (iii) if the Lessor approves of a trust by the Lessor pursuant to the terms of this clause, vary, amend, alter, or revoke the terms contained in any trust deed creating that trust or add to or vary the beneficiaries thereunder; or
- (iv) distribute or join in the distribution of any or all of the capital of the trust or in any other way vest the trust.

(b) Deemed Assignment

Any declaration, amendment, alteration, revocation or distribution in terms of clause 3.10(a) is deemed to be an assignment to which the provisions of clause 3.9 apply.

3.11 Comply With Acts etc

Despite anything in or implied by this Lease to at all times observe, perform and comply with all Acts relating to the Land or the use of the Land provided that the Lessee shall not be under any liability in respect of any structural alteration to the Land required by any Act EXCEPT such as may be caused or contributed to by the Lessee's particular use of the Land or such as may relate to any structures, alterations or improvements erected, constructed or made by the Lessee.

3.12 Insurance

(a) Types of insurance

At the Lessee's expense, to effect and at all times maintain with a public insurance office approved by the Lessor (which approval may not be unreasonably withheld) on behalf of the Lessee and the Lessor for their respective rights and interests:

- (i) a public liability policy with a cover of not less than \$10,000,000 or any greater sum as the Lessor may from time to time specify in respect of any one occurrence; and
- (ii) any other policy of insurance which the Lessor may reasonably from time to time require the Lessee to effect and maintain with an amount of cover as may reasonably be specified by the Lessor.

(b) **Evidence of Insurance and Renewal**

Not later than 7 days prior to the due date for payment specified in the first premium notice or demand received in respect of the insurances, the Lessee must pay all premiums in respect of the insurances to be effected and maintained by the Lessee under this Lease, and on demand must produce evidence of the policies and of the renewal of the policies as the Lessor may from time to time require.

3.13 Not to Invalidate Insurance

Not to do, omit, suffer or permit any act, matter or thing upon the Land or bring or keep anything on the Land which could cause the insurances required to be taken out by the Lessee, or taken out by the Lessor, to be voided, or which could cause the rate of premium on those insurances to be increased, and the Lessee will pay all additional premiums of insurance in respect of the Land (if any) required on account of any act or omission of the Lessee or the additional or increased risk caused by the use to which the Land is put by the Lessee.

3.14 Indemnities etc

To fully indemnify and keep indemnified the Lessor from and against all actions, suits, claims, demands, notices, losses, damages, costs and expenses brought or made against the Lessor or suffered, sustained or incurred by the Lessor or to which the Lessor becomes liable (EXCEPT to the extent caused, or contributed to, by the negligence or act, default or omission of the Lessor or its servants, agents or contractors) in respect of all or any loss or damage to property or death or injury to any person that:

- (i) arises out of or in the course of the use or occupation of the Land by the Lessee; or
- (ii) results from any act, neglect, default or omission by the Lessee hereunder; or
- (iii) results from any notice claim or demand to pay, do or perform any act, matter or thing to be paid, done or performed by the Lessee under this Lease.

3.15 No Absolute Caveat

Not to lodge an absolute caveat over the Land or any part of the Land to protect the interest of the Lessee under this Lease and the Lessee irrevocably appoints the Lessor (and where the Lessor is a corporation then every manager and other officer of the Lessor for the time being authorised in that behalf by the Lessor jointly and severally) to be true and lawful attorney for the Lessee in his name and on his behalf to execute and to lodge at the Office of Titles Perth a withdrawal of any absolute Caveat and, upon the expiration or sooner determination of the Term, to execute and lodge at the Office of Titles, Perth a withdrawal of any "subject to claim" caveat lodged by the Lessee and the Lessee ratifies and confirms and agrees to ratify and confirm all that the attorney does, or causes to be done, under this clause and will pay the Lessor's costs and expenses of, and incidental to, the withdrawing of any caveat lodged by, or on behalf of, the Lessee affecting the Land as provided by this clause.

3.16 No Encumbrance

Not to mortgage, charge or otherwise encumber the whole, or any part, of this Lease without the approval of the Lessor.

3.17 Not to Cause Rent Reduction

Not to do, or fail to do, anything which could directly or indirectly reduce the Rent or impose on the Lessor or any liability of the Lessee under this Lease.

3.18 Yielding Up

Upon the expiration or sooner determination of the Term to peaceably surrender and yield up to the Lessor the Land and any improvements clean and free from rubbish and in good and substantial repair and condition in accordance with the Lessee's Covenants.

4.0 LESSOR'S COVENANTS

4.1 Quiet Enjoyment

Subject to this Lease and the Lessee observing and performing the Lessee's Covenants, the Lessor covenants with the Lessee that the Lessee may peaceably possess and enjoy the Land during the Term without any interruption or disturbance from the Lessor or any other person or persons lawfully claiming by from or under the Lessor.

5.0 MUTUAL AGREEMENTS

The Lessor and the Lessee mutually agree as follows.

5.1 Default by Lessee

If:

- (a) the Rent or other moneys payable by the Lessee under this Lease are not paid within 7 days after becoming due (whether formally demanded or not); or
- (b) the Lessee commits a breach of any of the Lessee's Covenants which is capable of remedy and the breach continues for fourteen (14) days after notice has been served on the Lessee by the Lessor requiring the Lessee to remedy the breach; or
- (c) the Lessee commits a breach of a Lessee's Covenant which is incapable of remedy; or
- (d) the Lessee being a company goes into liquidation whether compulsory or voluntary (except for the purpose of amalgamation or reconstruction) or a receiver, manager or administrator is appointed; or
- (e) any mortgagee of the Lessee's property enters into possession of the Land; or
- (f) any execution or process is made against the property of the Lessee; or
- (g) the Lessee being a natural person shall commit an act of bankruptcy, or
- (h) the Lessee abandons or vacates the Land;
- (i) the Lessee enters into any deed of arrangement or composition with its creditors;

then and in any of such cases (but subject to the *Bankruptcy Act 1966*) the Lessor may at its option at any time after that event and without any notice or demand enter and repossess the Premises and as a result of that the Term and the estate and interest of the Lessee in the Premises will immediately determine but without

prejudice to any other of the Lessor's Powers and without releasing the Lessee from liability in respect of the Lessee's Covenants.

5.2 Damages for Breach of Essential Term

The covenants by the Lessee contained or implied in:

- (a) clauses 3.1, 3.2, 3.3, 3.4 and 3.5 to pay the Rent, Rates, Taxes, Outgoings and costs;
- (b) clause 3.7 (a) to use the Land only for the purpose described in that clause; and
- (c) clause 3.12 not to assign sub-let or mortgage the Land except as provided in that clause,

are essential terms of this Lease and the breach non-observance or non-performance of any one or more of those covenants is deemed to be a fundamental breach of the provisions of this Lease by the Lessee. The presence of this clause in this Lease does not mean that there are no other essential terms in this Lease. Without prejudice to any other of the Lessor's Powers should the Lessor pursuant to clause 5.1 terminate the Term following a fundamental breach, the Lessee covenants with the Lessor (and agrees with the Lessor that this covenant will survive the determination of the Term) that the Lessor will be entitled to recover from the Lessee liquidated damages for that breach being the difference between:

- (i) the aggregate of the Rent, rates and taxes which would have become payable by the Lessee to the Lessor if this Lease had expired by effluxion of time calculated at the rate payable at the date of determination (less a rebate in respect of instalments of Rent, rates and taxes (calculated as aforesaid) not then accrued or due to be ascertained by applying a rate of 10% per annum to each instalment over the period by which the date for payment is brought forward by this clause) together with any costs and expenses incurred by the Lessor or which the Lessor reasonably estimates are likely to be incurred by the Lessor as a result of such breach including the cost to the Lessor of reletting or attempting to relet the Premises; and
- (ii) the aggregate of the Rent, Rates, Taxes and Outgoings which the Lessor by taking proper steps to relet the Land obtains or could reasonably be expected to obtain by reletting the Land after the date of determination to the date this Lease would have expired by effluxion of time provided that in so doing the Lessor will not be required or obliged to offer or accept in respect of the reletting terms covenants conditions or stipulations which are the same or similar to the terms covenants conditions or stipulations contained or implied in this Lease.

5.3 Holding Over

If the Lessee remains in possession of the Land after the expiration of the term with the consent of the Lessor, then the Lessee will be a monthly tenant of the Lessor at a rent equivalent to the Rent payable by the Lessee at the expiration of the Term and otherwise on the same terms and conditions as this Lease. Any holding over may be terminated by either party first giving one month's written notice to the other party of its intention to so determine.

5.4 Lessee's Obligations at Risk and Expense of Lessee

Whenever the Lessee is obliged or required by this Lease to do or effect or omit to do any thing then the doing or the omission to do (as the case may be) of that thing will (unless this lease otherwise provides) be at the sole risk and expense of the Lessee.

5.5 Acceptance of Rent Not to Prejudice Lessor's Right

Demand for or acceptance of Rent by the Lessor after default by the Lessee under this Lease will be without prejudice to the exercise by the Lessor of the Lessor's Powers and will not operate as an election by the Lessor either to exercise or not to exercise any of the Lessor's Powers.

5.6 Lessor May Remedy Lessee's Default

If the Lessee fails to obey the Lessee's Covenants then without prejudice to any of the Lessor's Powers the Lessor may (but is not obliged to) pay the money or to do the thing required to be done as if it were the Lessee and for that purpose the Lessor may without regard to the Entry Qualifications enter the Land for the purpose of doing that thing and any moneys expended by the Lessor will be repayable by the Lessee to the Lessor upon demand.

5.7 Waiver

No waiver by the Lessor of any breach of the Lessee's Covenants will operate as a waiver of another breach of the Lessee's Covenants.

5.8 Notices

Any notice required to be served under this Lease will be sufficiently served on the Lessee if left on the Land or forwarded to the Lessee by security post to the registered office of the Lessee and will be sufficiently served on the Lessor if addressed to the Lessor and sent by security post to the Lessor's registered office for the time being and a notice sent by post will be deemed to be given at the time when it ought to be delivered in due course of post unless the contrary is shown.

5.9 Easements

The Lessor may, for the provision of public or private access to and egress from the Land or support of structures erected on the Land or on adjoining lands or the provision or maintenance of services (including water, drainage, gas and electricity supply and telephone and electronic communications services) grant such easements or rights of way or rights of support or enter into any arrangement or agreement with any of the owners Lessee's tenants or occupiers or persons interested in any land adjacent to or near the Land or with any public authority as the Lessor thinks fit and it may likewise for those purposes dedicate, transfer, grant or create any land easement or privilege in favour of any person over or affecting the Land, and this Lease will be subject to any land of those agreements, arrangements, rights, easements or privileges provided that in exercising its rights under this clause the Lessor must use its best endeavours not to unduly interfere with the Lessee's use and enjoyment of the Land.

5.10 Lessor Not Liable to Third Parties

Except to the extent that any loss or damage or injury is caused by Lessor the Lessor will not be liable for the loss of or damage or injury to any person or property of the Lessee or any other person in or about the Land or the Premises however occurring.

5.11 Severance

If any part of the Lease becomes unlawful, void or unenforceable then that part will be severed from this Lease to the intent that all parts that are not unlawful, void or unenforceable will remain in full force and effect and be unaffected by any severance.

5.12 Act by Agent

Anything which the Lessor is required or empowered to do under this Lease may be done by the Lessor or the solicitor agent contractor or employee of the Lessor.

5.13 Exercise of Powers

The Lessor may exercise the Lessor's Powers despite any laches neglect or previous waiver by the Lessor in respect of any of the Lessee's Covenants or the exercise of any of the Lessor's Powers.

5.14 Statutory Powers

The Powers conferred by or under any Acts are (except to the extent inconsistent with the terms and provisions expressed in this Lease) in addition to the Lessor's Powers.

5.15 Proper Law

The Lease is governed by the law of Western Australia and the parties submit to the jurisdiction of the courts of that State.

5.16 Effect of Execution

This Lease is binding upon each person who has executed it notwithstanding:

- (a) the failure of any person named as a party to execute it;
- (b) the avoidance or unenforceability of any part of this Lease; or
- (c) the avoidance of unenforceability of this Lease or any part of the Lease against any signatory or intended signatory.

5.17 Additional Terms Covenants and Conditions

All (if any) of the additional terms covenants and conditions contained in the Schedule are incorporated into and apply to this Lease.

5.18 Consents and Approvals

Except as otherwise specifically provided in this Lease any consent or approval which may be granted by the Lessor pursuant to this Lease may be granted or refused or granted subject to conditions at the discretion of the Lessor.

5.19 Arbitration

If at any time any dispute or difference shall arise between the parties hereto in respect of any of the matters herein before referred to or the meaning or construction of any of the provisions herein contained such dispute or difference shall be referred to an arbitrator or umpire to be appointed in accordance with the provisions of the *Arbitration Act 1985* and its amendments and each party to the proceedings before an arbitrator or umpire may be represented by a duly qualified legal practitioner.

6.0 Time of Essence

Time for the performance of the Lessee's Covenants shall be of the essence of this Lease.

7.0 ENTIRE AGREEMENT

- (a) The Lessee acknowledges and declares that in entering into this Lease the Lessee has not relied on any promise, representation, warranty or undertaking given by or on behalf of the Lessor in respect of the qualities, state or condition of the Land or the fitness or suitability of the Land for any purpose or use whatsoever and that prior to entering into this Lease it has satisfied itself by all appropriate searches, inspections and enquiries as to the State, condition, utility, fitness and suitability of the Land and all its faults or defects therein.
- (b) This Lease constitutes the entire agreement between the parties relating to the Land and all terms, conditions, agreements, representations, warranties, undertakings and assurances relating to the Land which are not expressed or contained herein are hereby negated, excluded and disclaimed.

8.0 MORATORIUM NEGATED

The application to the Lease of any moratorium or other Act whether State or Federal having the effect of extending the Term reducing or postponing the payment of the Rent reserved or otherwise effecting the Lessee's Covenants or providing for compensation rights or privileges at the expense of the Lessor in favour of the Lessee or any other person is expressly excluded and negated.

THE SCHEDULE

Item 1 - Land:

ALL THAT portion of Reserve No. 41812 containing approximately xxxxx hectares shown bordered green on the Plan annexed to this Lease (Annexure 'A').

Item 2 - Term:

Twenty one (21) years commencing on 1 July 2008 and expiring 30 June 2029.

Item 3 - Option of Renewal:

Renewal of Lease after expiry date up to 21 years is subject to agreement between the Lessee and the Lessor.

Item 4 - Rent:

Rent shall be calculated at the current market value for the lease area including GST payable annually in advance on each anniversary during the Term commencing on 1 July 2008. A valuation shall be carried out prior to execution of the lease to determine current market value. This valuation will be at the Lessee's cost, and will form part of the rent for the first year.

Item 5 - Rent Review Dates:

Every 5 years on the anniversary date of the commencement of the lease

Item 6 - Use of Land:

- (a) Camping and passive recreation and other ancillary uses associated with the operation of the Holiday Park as approved by the lessor and consistent with the designated purpose for which the Reserve is reserved under s.41 of the Land Administration Act 1997, but subject to all local government and other approvals required by law being first obtained by the Lessee prior to commencement of any development of the Land by the Lessee and consistent with the Land Use Plan, Term Development Plan and Annual Lease Management Plan.
- (b) The lessee covenants with the lessor to submit:
 - (i) **Term Development Plan (TDP)** within 6 months of the commencement of the Lease in a form approved by the Lessor which:
 - a. outlines a lease development plan proposal for the term of the Lease, including proposed new works and maintenance programs and any other matters pertaining to the lease; and
 - b. must not be inconsistent with the Land Use Plan annexed to this lease (Annexure 'B')
 - c. must not be inconsistent with any management plan under section 49 of the *Land Administration Act 1997* in respect of the Land.
 - d. may be revised as part of the ALMP

- (ii) **Annual Lease Management Plan (ALMP)** at the commencement of the lease and on each anniversary in a form approved by the Lessor which:
- a. summarises the previous year's lease operations including the implementation of risk management strategies, monitoring and maintenance works;
 - b. outlines the Lessee's compliance with the ALMP for the previous year;
 - c. outlines a lease operations plan proposal for the forthcoming year, including risk management, regeneration works and maintenance programs and any other matters pertaining to the lease; and
 - d. must not be inconsistent with the Land Use Plan annexed to this lease (Annexure 'B')
 - e. must not be inconsistent with any management plan under section 49 of the *Land Administration Act 1997* in respect of the Land
 - f. will remain in place until approval has been given for a replacement ALMP.

Item 7 – Declared plant and pest species removal:

The lessee is required to remove from the foreshore lease area:

- (a) any Declared Weeds; and
- (b) any vegetation considered to be a pest species as directed by the Lessor.

Item 8 - Lessee's Proportion:

That portion of the reserve identified on the Plan annexed to this Lease (Annexure 'A') and defined by the survey points as shown on the Plan.

EXECUTED as a Deed.

THE COMMON SEAL of the)
SHIRE OF WYNDHAM EAST KIMBERLEY)
was hereunto affixed in the presence of:)

President

Chief Executive Officer

Signed on behalf of THE WATER RESOURCES)
MINISTERIAL BODY by the Honourable John)
Charles Kobelke MLA, the Minister for Water)
Resources for the time being, in the presence of:)

Minister

Signature of Witness

Address of Witness

Full Name of Witness (Printed)

Occupation of Witness

THE COMMON SEAL of BESTON PARKS
MANAGEMENT PTY LIMITED
ABN 50 111 782 846
was hereunto affixed in the presence of;

Signature of director
(Print)

Signature of director/company secretary
(Please delete as applicable)

Name of director
(Print)

Name of director/company secretary
(Print)

Approved By the Minister for Lands _____

Date _____

12.5. COMMUNITY SERVICES

12.5.1. YOUTH SERVICES

DATE:	19 August 2008
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	Shire of Wyndham East Kimberley
AUTHOR:	Karyn Apperley, Executive Manager Community Services
REPORTING OFFICER:	Karyn Apperley, Executive Manager Community Services
FILE NO:	31.09.02, 31.09.03, 31.09.06
ASSESSMENT NO:	N/A

Cr M Pucci left the Chambers at 6.38pm as she had declared a financial interest in item 12.5.1, Kununurra Youth Centre, as she is employed by Department of Child Protection.

Cr R Addis, Deputy Shire President, took the chair 6.38pm

PURPOSE

For Council to receive information regarding its proposals for youth services in Kununurra and Wyndham and to consider Councillors participation in an East Kimberley youth services network.

BACKGROUND

Over the past 6 to 8 months, Council has undertaken a range of actions to seek to secure further resources to address needs of local young people and youth servicing.

At its 19 February 2008 meeting, Council resolved:

Minute No. 8087

Moved: Cr J Parker

Seconded: Cr D Ausburn

That Council:

- 1 Enter into co-location agreements with the Department for Child Protection, East Kimberley Job Pathways and the Ord Valley Aboriginal Health Service for use of the Kununurra Youth Facility;*
- 2 Approves the engagement of a part time Youth Facility Worker for an interim 6 month period while the East Kimberley Youth Service model included in Council's 2008 State Budget Submission requiring Council's \$100,000 per annum over 3 years to be matched by State and Federal Government is established;*
- 3 Allocate a budget amount of \$20,000 for the engagement of a part time Youth Facility Worker to be funded by grant funds.*

Carried Unanimously 5/0

At the 18 March 2008 meeting, Council resolved:

Minute No: 8115

Moved: Cr P Caley

Seconded: Cr D Ausburn

That Council prepare and submit a Request for Proposal to the Department of Child Protection for RFP0113/07 Services for Young People at Risk Wyndham by the closing date of 2 April 2008.

Carried Unanimously 7/0

STATUTORY IMPLICATIONS

The *Local Government Act 1995* provides for the provision of services and facilities by a local government as follows;

3.18. Performing executive functions

(2) *In performing its executive functions, a local government may provide services and facilities.*

(3) *A local government is to satisfy itself that services and facilities that it provides —*

(a) *integrate and coordinate, so far as practicable, with any provided by the Commonwealth, the State or any public body;*

(b) *do not duplicate, to an extent that the local government considers inappropriate, services or facilities provided by the Commonwealth, the State or any other body or person, whether public or private; and*

(c) *are managed efficiently and effectively.*

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

In regard to the Wyndham Youth Service, the Department of Child Protection will provide \$50,000 per annum to 30 September 2010 and it is anticipated that the youth service would commence by 30 September 2008. Therefore, there are \$100,000 external funds over 2 years available to implement the service. These funds will provide for the employment of staff and program resources.

In addition, the Shire's proposal includes utilisation of the existing infrastructure of Wyndham Recreation Centre and some existing staff resources such as the part time Wyndham Recreation Officer. It is proposed that the funds already received and committed by the Department of Child Protection for the Helping Young People Engage (HYPE) project will be utilised in the Wyndham youth service model. Approval from the Department of Child Protection for this use of HYPE funds is still pending. Should approval not be granted, then the service provision would be reduced accordingly, with nil impact to Council.

The financial impact for the Shire will mainly involve management of the service, represented by administration allocated and some minor modifications to infrastructure and existing staff resources. Due consideration has been given to the proposal in the development of the 2008/09 budget and will be required in the development of the 2009/2010 budget.

In regard to the East Kimberley Youth Service proposal, Council has resolved to allocate \$100,000 per annum for 3 years, subject to matching funds by the State and Commonwealth governments. Due consideration has been given to the proposal in the development of the 2008/09 budget and will be required in the development of the 2009/2010 and 2010/2011 budgets. In addition, the financial impacts for the Shire will also be the overall management of the East Kimberley Youth Service, represented by administration allocated and existing staff management resources.

The hosting and provision of secretariat support for regular East Kimberley youth network meetings will need to be achieved within existing staff resources and workloads.

STRATEGIC IMPLICATIONS

The Shire's Strategic Plan identifies the following objectives;

To work with key agencies to improve services and facilities for young people, including education and employment.

To implement crime prevention strategies for the Shire.

To work in partnership with others to address social issues confronting our community.

COMMUNITY CONSULTATION

The Shire has undertaken a range of community stakeholder consultation in regard to the development of both proposals.

Ongoing consultation and stakeholder input will be required in the implementation of both youth services and the re-establishment of the East Kimberley Youth Coordinating Network will provide an ongoing forum for this consultation to occur. In addition, individual and service specific consultation will occur as part of service delivery models.

COMMENT

The Shire has received advice from the Department of Child Protection on 4 August 2008 that its Wyndham Youth Services proposal has been successful and a service agreement is currently under consideration.

Advice was received from the Department of Child Protection on 16 July 2008 that both the Department of Health and Department of Child Protection will provide \$300,000 to the East Kimberley Youth Service model in 2008/2009. Subsequent correspondence between the Shire and the Department has resulted in departmental email confirmation of these funds being made available as \$100,000 per annum for 2008/2009, 2009/2010 and 2010/2011.

Advice received from the Indigenous Coordination Centre Kununurra Office on 12 August 2008 states that \$150,000 has been approved for the East Kimberley Youth Service model in 2008/2009 and that a further \$150,000 for 2009/2010 is awaiting approval.

The Shire previously hosted and provided secretariat support for the East Kimberley Youth Coordinating Network (EKYCN) until approximately June 2006 and then continued to host a range of youth stakeholder meetings in relation to the development of the Kununurra Youth Centre. Now that the development of the Kununurra Youth Centre has been achieved, it is appropriate to continue regular youth network meetings which focus on the broader issues of youth service provision by a range of agencies.

ATTACHMENTS

Nil

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

1. That Council note that its Request for Proposal to the Department of Child Protection for RFP0113/07 Services for Young People at Risk Wyndham has been successful for \$50,000 per annum to 30 September 2010.
2. That Council note that advice received to date indicates its East Kimberley Youth Services Proposal will receive financial support of \$600,000 over three years from both the State and Commonwealth Governments as per Council Minute No. 8087.
3. That Council nominate Cr_____ and Cr_____ to join the re-established East Kimberley Youth Coordinating Network, with the first meeting to be held in September 2008.

COUNCIL DECISION

Minute No. 8340

Moved: Cr D Ausburn

Seconded: Cr J Moulden

1. **That Council note that its Request for Proposal to the Department of Child Protection for RFP0113/07 Services for Young People at Risk Wyndham has been successful for \$50,000 per annum to 30 September 2010.**
2. **That Council note that advice received to date indicates its East Kimberley Youth Services Proposal will receive financial support of \$600,000 over three years from both the State and Commonwealth Governments as per Council Minute No. 8087.**
3. **That Council nominate Cr D Ausburn and Cr J Parker to join the re-established East Kimberley Youth Coordinating Network, with the first meeting to be held in September 2008.**

Carried Unanimously 6/0

**Karyn Apperley returned to the Chambers at 6.39pm
Alex Douglas left the Chambers at 6.39pm**

Cr M Pucci returned to the Chambers at 6.40pm

12.5.2. KUNUNURRA CHILD CARE FACILITY

DATE:	18 March 2008
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	Kununurra Child Care Facility
AUTHOR:	Karyn Apperley, Executive Manager Community Services
REPORTING OFFICER:	Karyn Apperley, Executive Manager Community Services
FILE NO:	31.09.04
ASSESSMENT NO:	N/A

PURPOSE

For Council to consider a strategic approach in addressing matters arising and associated with licensing compliance, safety and risk management at the Kununurra Child Care Facility.

BACKGROUND

The Shire undertook the construction of the Kununurra Child Care Centre during 2005 – 2007 including site preparation and landscaping. During the negotiations of the lease agreement and occupancy of the Facility by the selected operator and the licensing process for the new Centre, a list of building related matters was compiled. Each of these matters was assessed against licensing requirements, building regulation requirements and good practice and the Shire undertook a range of remedial actions to rectify non-compliance. At that time, the Shire also undertook a range of additional works and actions to provide improvements above the required compliance level as acts of good faith and support for the Ewin Children's Services Inc.

In July 2008, Council received a briefing regarding general community needs for child care, including unmet demand. To facilitate improved outcomes for the community in the area of child care, the Shire has conducted meetings to determine the options available to the community to better meet child care needs. Some of these options involve the Ewin Centre Children's Services achieving full capacity in terms of child care place numbers and staffing as well as assessing different configurations to their licensed current child care place age ranges.

STATUTORY IMPLICATIONS

Children and Community Services Act 2004
Children and Community Services Regulations 2006
Children and Community Services (Early Childhood Family Day Care) Regulations 2006
Children and Community Services (Early Childhood Care) Regulations 2006

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Given the recent identification of compliance and safety matters, actual cost estimates for any remedial works are yet to be determined.

The sale of the Ewin Centre land will result on in \$495,000 being available to be transferred to the Child Care Centre Reserve fund as part of the 2008/09 budget. Council can resolve to transfer funds from this reserve fund for uses in keeping with the purposes of the reserve fund as a budget amendment. To date no decisions have been made by Council in relation to use of these funds. Such uses may include loan repayments for the construction of the Child Care Facility or expenditure associated with ongoing and future building maintenance.

Consideration of Child Care Reserve funds transfer to the 2008/09 operating budget is required to enable full financing of any necessary remedial actions as the total 2008/09 operating budget for Child Care Centre building and garden maintenance of \$16,400 is unlikely to meet these costs as well as the anticipated regular annual maintenance costs for the Child Care Facility.

STRATEGIC IMPLICATIONS

The Shire's Strategic Plan identifies the following objective;

Ensure child care facilities provide a quality service.

COMMUNITY CONSULTATION

N/A

COMMENT

On 6 August 2008, the Child Care Standards and Licensing Unit conducted an inspection visit at the Kununurra Child Care Facility and identified matters of non-compliance including:

- Inadequate shade
- Outdoor water fountains unusable

On 7 August 2008, the Shire received written advice from the Coordinator of the Ewin Centre Children's Services that glass had been found in a sand pit. This matter had not been raised during an on-site meeting at the Kununurra Child Care Facility on 30 June 2008 to discuss local child care needs and specific service delivery matters, including building matters. Nor was this matter documented in the subsequent list of building matters forwarded to the Shire on 22 July 2008 by the Ewin Centre Children's Services Committee following this on-site meeting.

Notwithstanding, the safety of the children is paramount and any actions taken need to be assured of addressing any matters adequately.

For example, clarification has been sought from the Child Care Standards and Licensing Unit regarding the parameters of 'adequate shade', as this matter was considered addressed as part of the Centre licensing process in 2007. Until the Licensing visit on 6 August 2008 the Shire had no reason to consider the shade was inadequate in terms of licensing requirements. Without this advice regarding

'adequate shade', any changes made risk being not considered adequate by Licensing now or at another future time.

Any remedial actions will require sign off by the Ewin Centre Children's Services Committee and/or the Child Care Standards and Licensing Unit to ensure that the Shire is not exposed to ongoing requests for compliance or modifications to the Kununurra Child Care Facility and that remedial action undertaken provides assurance for all stakeholders that the same matters will not reoccur in the future.

ATTACHMENTS

Nil

VOTING REQUIREMENT

Absolute Majority

OFFICER'S RECOMMENDATION

That Council make available up to \$50,000 from the Child Care Reserve to undertake further investigation and implementation of remedial actions at the Kununurra Child Care Facility as a matter of priority, including improvements to the external drinking fountains and turf laying to prevent any potential foreign materials entering play areas from the soil base.

COUNCIL DECISION

Minute No. 8341

Moved: Cr D Ausburn

Seconded: Cr K Wright

That Council make available up to \$50,000 from the Child Care Reserve to undertake further investigation and implementation of remedial actions at the Kununurra Child Care Facility as a matter of priority, including improvements to the external drinking fountains and turf laying to prevent any potential foreign materials entering play areas from the soil base.

Carried Unanimously 7/0

12.6. CHIEF EXECUTIVE OFFICER

12.6.1. USE OF COMMON SEAL

DATE:	19 August 2008
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	Shire of Wyndham East Kimberley
AUTHOR:	Fiona Kuiper, Executive Support Officer
REPORTING OFFICER:	Peter Stubbs, Chief Executive Officer
FILE NO:	60.14.04
ASSESSMENT NO:	N/A

PURPOSE

For Council to receive the report on the application of the Shire of Wyndham East Kimberley Common Seal from the period 8 July to 11 August 2008.

BACKGROUND

Information is presented to inform Council on those documents to which the Shire Common Seal has been applied. In the time period specified above, the following documents have had the Shire of Wyndham East Kimberley Common Seal applied:

- Sustainability Funding Agreement Wyndham Child Care Centre – 1 copy
- Recreational Boating Facilities Scheme Funding Agreement: Wyndham Port Boat Ramp Upgrade – 2 copies
- Recreational Boating Facilities Scheme Funding Agreement: Lily Creek Ablution Facility – 2 copies
- Recreational Boating Facilities Scheme Funding Agreement: Lily Creek Car Trailer Parking Upgrade – 2 copies
- Transfer of Land – Lot 2491, 98 Konkerberry Drive Kununurra – 1 copy

STATUTORY IMPLICATIONS

Local Government Act 1995

Council's Standing Order Local Law makes reference to the application of the Common Seal.

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Goal 2 – Decision making within the Governance KRA of the Strategic Plan includes a strategy which is relevant to this item:

Strategy 3:

Establish succinct monthly reports that graphically indicate key data for financial, human resource, risk and operational management.

As does Goal 6 – Legislation:

Strategy 3:

Ensure continued compliance with all relevant legislation through the submission of relevant reports and documents.

COMMENT

It is the Officer's recommendation that Council formally receive a report on use of the Shire Common Seal.

ATTACHMENTS

Nil

VOTING REQUIREMENT

Simple Majority

RECOMMENDATION

That Council receive the report on the application of the Shire of Wyndham East Kimberley Common Seal from 8 July to 11 August 2008;

- Sustainability Funding Agreement Wyndham Child Care Centre – 1 copy
- Recreational Boating Facilities Scheme Funding Agreement: Wyndham Port Boat Ramp Upgrade – 2 copies
- Recreational Boating Facilities Scheme Funding Agreement: Lily Creek Ablution Facility – 2 copies
- Recreational Boating Facilities Scheme Funding Agreement: Lily Creek Car Trailer Parking Upgrade – 2 copies
- Transfer of Land – Lot 2491, 98 Konkerberry Drive Kununurra – 1 copy

COUNCIL DECISION

Minute No. 8342

Moved: Cr J Parker

Seconded: Cr J Moulden

That Council receive the report on the application of the Shire of Wyndham East Kimberley Common Seal from 8 July to 11 August 2008;

- ***Sustainability Funding Agreement Wyndham Child Care Centre – 1 copy***
- ***Recreational Boating Facilities Scheme Funding Agreement: Wyndham Port Boat Ramp Upgrade – 2 copies***
- ***Recreational Boating Facilities Scheme Funding Agreement: Lily Creek Ablution Facility – 2 copies***
- ***Recreational Boating Facilities Scheme Funding Agreement: Lily Creek Car Trailer Parking Upgrade – 2 copies***
- ***Transfer of Land – Lot 2491, 98 Konkerberry Drive Kununurra – 1 copy***

Carried Unanimously 7/0

12.6.2. DELEGATED AUTHORITY REPORT

DATE:	19 August 2008
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	Shire of Wyndham East Kimberley
AUTHOR:	Fiona Kuiper, Executive Support Officer
REPORTING OFFICER:	Peter Stubbs, Chief Executive Officer
FILE NO:	60.14.04
ASSESSMENT NO:	N/A

PURPOSE

To report to Council on the use of Delegated Authority by Officers for 1 July to 8 August 2008.

BACKGROUND

Use of Council approved Delegated Authority by Officers is reported to Council on a monthly basis.

The attached tables outline use of Delegated Authority by relevant officers for the above period.

STATUTORY IMPLICATIONS

LOCAL GOVERNMENT ACT 1995 - SECT 5.46

5.46. Register of, and records relevant to, delegations to CEO's and employees

- (1) The CEO is to keep a register of the delegations made under this Division to the CEO and to employees.
- (2) At least once every financial year, delegations made under this Division are to be reviewed by the delegator.
- (3) A person to whom a power or duty is delegated under this Act is to keep records in accordance with regulations in relation to the exercise of the power or the discharge of the duty.

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

The Governance KRA of the Shire's Strategic Plan includes a strategy, which is relevant to this item:

Goal 2 – Decision Making, Strategy 1 – To have established procedures and protocols that facilitate timely, effective decision making by the Council.

COMMUNITY CONSULTATION

Not Applicable

COMMENT

The attached reports outline use of Delegated Authority by relevant Council Officers for endorsement by Council.

ATTACHMENTS

Delegated Authority Report

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council receive the Delegated Authority Report for the period 1 July to 8 August 2008.

COUNCIL DECISION

Minute No. 8343

Moved: Cr J Parker

Seconded: Cr J Moulden

That Council receive the Delegated Authority Report for the period 1 July to 8 August 2008.

Carried Unanimously 7/0

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Attachment: Delegated Authority Report

BUILDING LICENCES ISSUED UNDER DELEGATED AUTHORITY – 1 – 31 July 2008

LIC#	DATE	OWNER	ADDRESS	BUILDER	LOCATION	DESCRIPTION	NEW/ ADD	LOT AREA	FLOOR AREA	EST. VALUE
088/ 2008	2/07/2008	A Baker	PO BOX 1399 Kununurra	A Baker	Lot 34 (3) Cajuput Street Kununurra	1st floor bathroom/store /mezzanine floor	Add			\$17,000.00
089/ 2008	15/07/2008	St James Anglican Church	PO BOX 2196 Kununurra	St James Anglican Church	Lot 73 Cnr Bauhina St & Kurrajong Street Kununurra	Sunday School	New			\$50,000.00
090/ 2008	15/07/2008	D P Timson	PO Box 1672 Kununurra	D P Timson	11B Koolpan Ct Kununurra	New Dwelling	New		627	\$300,000.00
091/ 2008	15/07/2008	KJS Family Trust	2 Poplar Place Margaret River WA	Maglion Enterprises	LOT 262 (67) Riverfig Avenue Kununurra	Group Dwellings (4 units)	New	0.0930	774	\$1,271,382.00
092/ 2008	16/07/2008	Tony Davis	13 Woollybutt place	NE Sheds	Lot 1047(13) Woollybutt Place Kununurra	Carport on boundary	New		42.3	\$8,000.00
093/ 2008	20/07/2008	Department of Housing & Works	169 Hay Street East Perth WA	Maglion Enterprises	Lot 1092 (6) Dorrigo Street Wyndham	Group Dwellings (2 units)	New			\$776,792.00
094/ 2008	20/07/2008	Department of Housing & Works	169 Hay Street East Perth WA	Maglion Enterprises	Lot 1074 (10) Denman Street Wyndham	Group Dwellings (2 units)	New	0.1062		\$776,792.00
095/ 2008	21/07/2008	D Smith	PO Box 264 Kununurra	D Smith	Lot 568 Ivanhoe Rd Kununurra	Workers Accommodation	New			\$400,000.00
096/ 2008	22/07/2008	Gabi Bloecker	PO Box 623 Kununurra	Gabi Bloecker	Lot 607 Mulligans Lagoon Kununurra	Verandah addition to office	New			\$20,000.00

097/ 2008	22/07/2008	SJ Couacaud	PO Box 403 Kununurra	SJ Couacaud	Lot 4 Weaber Plains Rd Kununurra	Shed	New		120	\$28,000.00
098/ 2008	23/07/2008	Ian Petherick	PO Box 383 Kununurra	Ian Petherick	Lot 92 Bandicoot Drive Kununurra	Extension to warehouse	Add		95	\$50,000.00
099/ 2008	24/07/2008	J R Caratti	PO Box 292 Kununurra	J R Hughes	Loc 511 Riverfarm Road Kununurra	Two bedroom transportable caretakers	New			\$100,000.00
										\$3,797,966.00

DEMOLITION LICENCES ISSUED UNDER DELEGATED AUTHORITY – 1 – 31 JULY 2008

Licence Number	Date	Assess No	Property Address	Premises	Owner	Builder/ Contractor	Contact Details	Comments (Asbestos)
06/2008	9/07/2008	265	LOT 961 (22) KOOJARRA STREET WYNDHAM	SINGLE DWELLING	CRIS DANIEL & MARGOT TUOHY	BODAN CONSTRUCTIONS	PO BOX 39 WYNDHAM WA 6740	Timber frame - asbestos clad
07/2008	8/07/2008	426	LOT 1092 (6) DORRIGO STREET WYNDHAM	SINGLE DWELLING	DEPARTMENT HOUSING & WORKS	MAGLION ENTERPRISES	PO BOX 5150 TORQUAY QLD 4655	Timber frame - asbestos clad
08/2008	15/07/2008	175	LOT 1119 (32) DULVERTON STREET WYNDHAM	SINGLE DWELLING	DEPARTMENT HOUSING & WORKS	GUERINONI NOMINEES	PO BOX 44 KUNUNURRA	Timber frame - asbestos clad

THERE WERE NO SIGN LICENCES ISSUED UNDER DELEGATED AUTHORITY – 1 – 31 JULY 2008

TOWN PLANNING DELEGATED AUTHORITY APPROVALS 7 JULY 2008 to 8 AUGUST 2008

Application / Delegation Number	Approval Type	Date Received	Applicant	Owner	Property Address	Proposed Development	Assess't Number	Approval Date
52/08	P	16-Jun-08	S Couacaud	S Couacaud	Lot 4, Weaber Plain Road	Shed	1981	07-Jul-08
53/08	P	19-Jun-08	Colin morris	Frigebol P/L	Lot 552 Papuana Street	Extension - Outdoor entertainment area	1575	14-Jul-08
54/08	P	06-Jun-08	HM Developments	M McChoanchy	Lot 961 Bandicoot Drive	Tourist Accommodation	1141	09-Jul-08
57/08	IP	4 Jul 08 Fee paid 25 Jul 08	Glendale homes P/L	Tropical Forestry Services Ltd	240 Weaber Plain Road	Caretakers residence	107	05-Aug-08
58/08	P	08-Jul-08	Desmond Hardtville	Des & Kylie Hardtville	1294 Great Northern Highway	Tropical Roof	1918	16-Jul-08
59/08	AA	10-Jul-08	NJH Property Pty Ltd	Nicholas Hanigan	175 Banyan Street	2 x group dwellings (duplex)	6892	23-Jul-08
63/08	P	28-Jul-08	Callum McDonald	F & C McDonald	Lot 129 Whimbrel Rd	Shed (Garge / Carport0	5774	04-Aug-08
64/08	P	29-Jul-08	Coralie Spurling	D & M Dietrich	Lot 57 Kurrajong Rd	Home occupation - engraving and trophies	1236	05-Aug-08
65/08	P	29-Jul-08	Patricia Young	J McNiven & P Young	KL250, Packsaddle road	Open Shed (Lean too)	6859	05-Aug-08

QUICK GRANTS APPROVED UNDER DELEGATED AUTHORITY 1 JULY – 31 JULY 2008

DATE	ORGANISATION	AMOUNT	PURPOSE
07/07/08	Wyndham Turf Club (Inc.)	\$265.75	To purchase seating and gazebos for patrons
15/07/08	Kimberley Community Legal Service	\$500.00	To provide hot meals for the homeless for National Homeless Week

12.6.3. DEED OF AGREEMENT WITH CONSOLIDATED PASTORAL COMPANY

DATE:	19 August 2008
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	Shire of Wyndham East Kimberley
AUTHOR:	Peter Stubbs, Chief Executive Officer
REPORTING OFFICER:	Peter Stubbs, Chief Executive Officer
FILE NO:	42.09.01, 012611.13
ASSESSMENT NO:	A2611

PURPOSE

For Council to consider adopting a Deed of Agreement with Consolidated Pastoral Company (CPC) and the State Government to specify contributions from CPC to road improvements to support dedication of Carlton Hill Road and Parry Creek Road.

BACKGROUND

Councillors are aware of the need to have Carlton Hill Road and Parry Creek Road dedicated to enable freehold land to be granted to Consolidated Pastoral Company (CPC) under the Ord Final Agreement.

In return for this land CPC will surrender the M2 future irrigation area and 6 conservation reserves out of its pastoral lease. The reserves will be vested to MG Corporation.

Freehold land to CPC cannot be granted until there are dedicated roads leading to these parcels of lands.

The Shire through the Executive Manager of Engineering and Regulatory Service has identified the following works required to address public safety issues prior to road dedication;

Carlton Hill Road alignment

The CPC position is that CPC costs are \$65,000 out of the \$200,000 identified by SWEK.

*Shortfall to be funded \$200,000 - \$65,000 = **\$135,000.***

Parry Creek Road Alignment (to connection with eastern boundary of CPC Mantinea freehold lot (being Lot 5001 on Deposited Plan 56582),

Government and CPC have been advised by the Shire that the Shire would ignore the recent State announcement about funding for the upgrade of the Valentine Springs Road alignment in conjunction with the development of the Ord West Bank Development Area, when considering drafting of the proposed Deed , as the Ord Expansion

issue has been a 'moving feast' across many years. No objection has been raised to this by either CPC or the State.

Estimated Parry Creek road works needed;

\$116,000 to replace four gates with appropriate cattle grids (\$29,000 each);

\$ 35,000 to seal 100 metres of the alignment at its terminus with Victoria Highway (to ameliorate dust and safety concerns);

\$ 20,000 miscellaneous works (widening etc).

\$171,000 Total

In documented meetings between CPC, Government representative and the Shire it has emerged that;

CPC's position is that CPC costs under this proposed Deed are:

- 20% of the cost of one of the gate replacements** \$ 5,800
 - 20% of \$55,000 (sealing and miscellaneous) \$11,000
- Total \$16,800

Shortfall to be funded \$171,000 - \$16,800 = **\$154,200.**

** Three of the gates are not within the Deed area.

Mr Ken Warriner of CPC advised that CPC would also contribute 20% of the cost to remove the remaining three gates outside the deed area \$5,800 x 3 = \$17,400

However, this would be an arrangement with the Shire outside of the terms of the Deed.

The State Government is being asked to look at contributing to the funding of the public usage component. It makes sense for the whole of the Parry Creek – Wyndham Road to be dedicated.

STATUTORY IMPLICATIONS

The Deed is intended to provide the legal ability for Council to ensure immediate road upgrades associated with dedication of the roads, and to provide a mechanism to ensure future contributions to road improvements should land use change and justify the need to road upgrades.

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

The release of 16,000 Ha of freehold land to CPC is a major strategic decision. How this land is used in the future has the potential to influence the destiny of agricultural industries and the economy in the East Kimberley Region.

The current Ord Irrigation area is just 14,000Ha and so the release of this land if it is ultimately developed for intensive agriculture gives scale to any potential development and industry.

The Ord Irrigation scheme has been constrained for decades by the lack of freehold land to allow expanded industry and production. This land release has the potential to significantly address that.

COMMUNITY CONSULTATION

Not applicable.

COMMENT

1. It is expected that the State Government will fund the balance of funds related to estimated public usage of these roads. State Government Officers negotiating this have not raised objections and say they will support the request for State funding, which has been lodged with the Treasurer.
2. CPC have agreed to pay their contribution upon signing of the Deed. This coupled with the State funding if approved would allow the Shire to commission the work before the 2008/09 wet season.
3. CPC do not want clauses in the Deed that provide for contingencies related to possible changes in land use of the proposed freehold lands which could lead to increased traffic patterns. CPC contend that additional road requirements can be implemented at subdivision or zoning change. It is considered however that CPC could potentially clear the land and use it for intensive farming (14,000Ha - the current size of the Ord irrigated area) which could significantly change traffic patterns. Council Policy E5, adopted in 2004, relates to road standards and requires rural roads to be sealed when traffic reaches between 50 and 150 vehicles per day.
4. CPC also contend they should be treated no differently to any other ratepayer in regards to their road contributions. Consistent with policy and treating CPC the same as other rate payers, the draft Deed includes reference to Policy E5 as a trigger to CPC or any other subsequent land owner to seal the road if required based on traffic volumes linked to changed land use.

ATTACHMENTS

1. Ord Expansion Area Map
2. Draft Deed

VOTING REQUIREMENT

Simple Majority

RECOMMENDATION

1. That Council adopt the proposed Draft Deed prepared by Council's appointed legal representation in this matter, Civic Legal as the basis for a mechanism to enable road dedication to support release of freehold title to Consolidated Pastoral Company consistent with the Ord Final Agreement.
2. That the Chief Executive Officer be given delegated authority to:
 - a. obtain advice from Civic Legal on any further terms to be amended, deleted or included in the Draft Deed; and
 - b. finalise the terms of the Draft Deed in keeping with the general principles of there being no cost to Council associated with the initial road dedication and road upgrade to support road dedication, and ensuring appropriate mechanisms for Consolidated Pastoral Company or other owners of other affected freehold land to contribute to road improvements should land use change in ways which increase traffic volumes.

COUNCIL DECISION

Minute No. 8344

Moved: Cr K Wright

Seconded: Cr R Addis

1. ***That Council adopt the proposed Draft Deed prepared by Council's appointed legal representation in this matter, Civic Legal as the basis for a mechanism to enable road dedication to support release of freehold title to Consolidated Pastoral Company consistent with the Ord Final Agreement.***
2. ***That the Councils Audit Committee and The Chief Executive Officer be given delegated authority to:***
 - a. ***obtain advice from Civic Legal on any further terms to be amended, deleted or included in the Draft Deed; and***
 - b. ***finalise the terms of the Draft Deed in keeping with the general principles of there being no cost to Council associated with the initial road dedication and road upgrade to support road dedication, and ensuring appropriate mechanisms for Consolidated Pastoral Company or other owners of other affected freehold land to contribute to road improvements should land use change in ways which increase traffic volumes.***

Carried Unanimously 7/0

AMENDED DRAFT

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Ref: GMVS/C119

**DEED OF COVENANT
(for upgrade to road servicing
Carlton Hill Homestead Station)**

SHIRE OF WYNDHAM-EAST KIMBERLEY
("Shire")

AND

CONSOLIDATED PASTORAL COMPANY PTY LTD
(ACN 010 080 654)
("CPC")

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DRAFT

THIS DEED is made the

day of

2008

BETWEEN

SHIRE OF WYNDHAM-EAST KIMBERLEY of PO Box 614, Kununurra, Western Australia ("Shire");

AND

CONSOLIDATED PASTORAL COMPANY PTY LTD (ACN 010 080 654) of Private Mail Bag 616, Kununurra, Western Australia ("CPC").

RECITALS

- A. Pursuant to an agreement entered into between CPC, the State of Western Australia and certain Native Title owners (**Ord Final Agreement**) CPC will acquire a freehold estate in all that piece of land described in the Ord Final Agreement as the CPC Freehold Area (**CPC Freehold Area**).
- B. CPC has an obligation under the Ord Final Agreement to provide public road access to each parcel that comprises the CPC Freehold Area.
- C. The governing council of the Shire has resolved that to enable CPC to comply with the Ord Final Agreement with regard to the Carlton Hill parcel (**Carlton Hill**), subject to CPC entering into this Deed the Shire will seek the dedication as a road an existing track that provides access to Carlton Hill (**Proposed Road**) on the terms and conditions contained in this Deed.
- D. The Parties have agreed in principle that current usage of the Proposed Road is as follows:
- (i) The eastern most half of the Proposed Road is utilised at the rate of eighty (80) percent by the general public and twenty (20) percent solely by CPC and its officers, employees, servants, agents and invitees.
 - (ii) The western most half of the Proposed Road is utilised at the rate of sixty (60) percent by the general public and forty (40) percent solely by CPC and its officers, employees, servants, agents, and invitees.
- E. The Parties have agreed that CPC will contribute to the costs of upgrading the Proposed Road in accordance with this Deed.

BY THIS DEED

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this document:

Carlton Hill means the land described as the Carlton Hill Parcel in the CPC Freehold Area in the Ord Final Agreement;

Commission means the Western Australian Planning Commission established by section 7 of the *Planning and Development Act 2005* (WA);

Deleted: Adjusted CPC Contribution means the CPC Contribution as adjusted pursuant to clause 4.2.¶
¶
Bank Guarantee means the bank guarantee specified in clause 7.2.¶

CPC Freehold Area means the land described in the Ord Final Agreement as the CPC Freehold Area;

CPC Contribution means the sum of sixty five thousand dollars (~~\$65,000.00~~);

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Dedicated Road means the Proposed Road following its dedication by the Minister as a road as defined in the Land Administration Act;

Default Notice means a notice given by the Shire under clause 5.1;

Default Rate means the Shire's bank overdraft interest rate for amounts in excess of \$100,000.00;

Development Application has the same meaning as the term is defined in the *Planning and Development Act 2005* (WA);

DPI means the Western Australian Government Department for Planning and Infrastructure;

Land Administration Act means the *Land Administration Act 1997* (WA);

LEADR means the organisation known as LEADR of Level 9, 15-17 Young Street, Sydney, NSW;

Minister means the Minister to whom the administration of the *Land Administration Act* is from time to time committed by the Governor;

Ord Final Agreement means the agreement entered into between CPC, the State of Western Australia and certain Native Title Owners wherein CPC will acquire a freehold estate in land described in the agreement as the CPC Freehold Area;

Proposed Road means that portion of Carlton Hill Road, more particularly described in Schedule 1;

Works means the road construction works described in schedule 2; and

Written Law has the same meaning given to that term in the *Interpretation Act 1984*.

1.2 General

In this Deed, unless the context requires otherwise:

- (a) references to any legislation or legislative provision include any statutory modification or re-enactment of, or any legislative provision substituted for, and any statutory instrument issued under, that legislation or legislative provision;
- (b) words denoting the singular number include the plural number and vice versa;
- (c) words denoting individuals or persons include corporations, authorities, governments and governmental agencies and vice versa;
- (d) words denoting any gender include all genders;

- (e) headings and bolding are for convenience only and do not affect interpretation;
- (f) the meaning of general words or phrases is not limited by specific examples introduced by 'including', 'for example' or similar expressions;
- (g) references to clauses, schedules and annexures are to clauses, schedules and annexures of or to this Deed;
- (h) references to any agreement or document are to that agreement or document as amended, novated, supplemented or replaced from time to time;
- (i) references to any party to this Deed, or any other document or arrangement, include that party's executors, administrators, substitutes, successors and permitted assigns;
- (j) where a term is assigned a particular meaning other grammatical forms of that term have a corresponding meaning;
- (k) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Deed or any part of it;
- (l) an obligation, representation or warranty in favour of two or more persons:
 - (i) is for the benefit of them jointly and severally; and
 - (ii) binds them jointly and severally; and
- (m) a reference to a '\$' or 'dollar' is a reference to Australian dollars.

2. AGREEMENT

2.1 Covenant

The parties covenant with each other on the terms and conditions of this Deed.

2.2 Discretion of the Shire

The parties agree and acknowledge that nothing in this Deed shall fetter or be construed as an attempt to fetter the discretion or the powers of the Shire under any Written Law.

2.3 Conditional upon agreement

The parties agree that their respective rights and obligations and the operation of this agreement are subject to and conditional upon the Shire and DPI entering into a deed whereby DPI agree to indemnify the Shire for all costs and expenses incurred by the Shire that are associated with or arise out of the need to perform construction maintenance or upgrade works to the Proposed Road now or at any time in the future to the extent that such costs and expenses are commensurate with the public use component of the Proposed Road's usage.

3. SHIRE'S COVENANTS

3.1 Dedication of the Proposed Road

Upon the execution of this Deed and upon payment having been made by CPC in accordance with clause 4.1 herein the Shire will, subject to the satisfaction of clause 2.3 herein, pursuant to section 56 of the Act, request the Minister to dedicate the Proposed Road as a road as defined in the Act.

3.2 Shire's works

Upon the Proposed Road being dedicated a road as defined in the Act (**Dedicated Road**) by the Minister the Shire will as soon as it is reasonably practicable perform the Works. The Works shall be performed by the Shire in accordance with the Shire's Guidelines for Rural Road Design and Construction Technical Specifications as published by the Shire in October 2006.

4. CPC'S COVENANTS

4.1 CPC Contribution to Works

Upon execution of this Deed CPC shall pay to the Shire by bankers cheque the sum of \$65,000.00 by way of their contribution to funding the cost of the Shire's Works.

4.2 Default Interest

CPC shall pay interest to the Shire on the daily balance of any amounts payable by CPC to the Shire that are overdue at the Default Rate of Interest from the date the monies are due and payable by CPC to the Shire until payment in full has been made to the Shire.

4.3 Acknowledgement and representation

CPC acknowledges that it will not have or accrue, and warrants that it will not assert, any legal or equitable interest in the Dedicated Road by virtue of its contribution to the Works.

5. DEFAULT

5.1 Default notice

If CPC fails to observe or perform any of their covenants in this Deed, then the Shire may give CPC a notice specifying the matters that are required to be done to rectify the default.

5.2 Indemnity for costs

CPC shall indemnify the Shire against all costs and expenses incurred by the Shire including all legal costs incurred on an indemnity basis by reason of a default by CPC to observe or perform any of the covenants in this Deed.

Deleted: ~~<#>Notice of satisfactory completion ¶~~

¶ Upon satisfactory completion of the Works the Shire shall give written notice to CPC that the Works have been satisfactorily completed. The assessment as to what constitutes satisfactory completion shall be at the sole discretion of the Shire. ¶

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Deleted: Within 7 days of receipt of a written notice from the Shire that satisfactory completion of the Works has occurred

Deleted: CPC Contribution

Deleted: ~~<#>Adjustment of CPC Contribution ¶~~

~~<#>The CPC Contribution may be adjusted upwards by the Shire if there has been any increase in the cost of materials, services, equipment, hire or labour over the period commencing 1 January 2008 and the time at which the Shire completes performance of the Works (**the Period**) and such adjustment shall be calculated in accordance with the formula contained in sub clause 4.2(b) (Adjusted CPC Contribution). ¶~~

~~<#>The Adjusted CPC Contribution shall equal the CPC Contribution plus the actual increase over the Period in the dollar amount of costs incurred by the Shire for use with respect to the Works; and the actual increase over the Period in the dollar amount of labour costs incurred by the Shire with respect to the Works. ¶~~

~~<#>If the Shire exercises its rights under this clause 4.2 then the Shire's notice under clause 3.3 will specify: ¶~~

~~<#>that an Adjusted CPC Contribution is being claimed. ¶~~

~~<#>the amount of the Adjusted CPC Contribution; and ¶~~

~~<#>the manner in which the Adjusted CPC Contribution has been calculated. ¶~~

~~<#>If CPC receives a notice from the Shire, specifying the matters contained in clause 4.2(c) then it shall pay to the Shire the Adjusted CPC contribution in lieu of the CPC Contribution in the same manner and at the same time as if it were paying the CPC Contribution. ¶~~

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Deleted: ~~<#>Bank guarantee ¶~~

¶ (a) Within 21 days of the date of execution of this Deed by CPC, CPC shall deliver to the Shire a bank guarantee issued by a bank of good repute and financial standing ('Bank') to which the Bank unconditionally promises to pay to the Shire an amount not exceeding \$200,000.00 in aggregate ('Guaranteed Sum') on demand being made by the Shire, without reference to CPC (or a ... [1])

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5.3 Payment of costs

- (a) The parties agree that the Shire may demand from CPC the payment of all costs and expenses owing by CPC to the Shire under clause 5.2, and CPC shall within 7 days of its receipt of the demand pay the costs and expenses to the Shire in full.
- (b) The parties agree that if CPC does not comply with its obligation under clause 5.3(a), the Shire may recover from CPC the costs and expenses demanded as a liquidated debt in a court of competent jurisdiction.

6. CHARGE

In order to better secure the observance and performance of CPC's obligations under this Deed, including but not limited to the payment of all sums of money due and payable or which may become due and payable by CPC to the Shire under this Deed, CPC charges Carlton Hill in favour of the Shire with the due and punctual observance of CPC's obligations under this Deed.

Deleted: (c) Nothing in this clause 5.3 restricts or limits the Shire's rights to enforce the Bank Guarantee contained in clause 4.5.1
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7. CAVEAT

7.1 Registered caveat

CPC agrees that the Shire may register an absolute caveat against the certificate of titles for Carlton Hill to protect the charge granted to the Shire under clause 6.

7.2 Withdrawal of caveat

- (a) Subject to clause 7.2(b), the Shire shall not be required to withdraw any caveats registered by it in accordance with clause 7.1 until payment has been received by the Shire in accordance with clause 4.1.
- (b) The Shire shall withdraw any caveats registered under clause 7.1 for the purpose of effecting the sale, lease, mortgage or assignment approved under clause 7.3.

7.3 Disposal of interest in Carlton Hill

CPC shall not sell, lease, assign, mortgage or otherwise dispose of any interest in the whole or any part of Carlton Hill, without the prior written consent of the Shire, which consent the Shire shall not unreasonably withhold PROVIDED THAT:

- (a) CPC procures the execution by the person to whom any such right or interest is to be granted (Proposed Grantee) of a Deed with the Shire whereby such person covenants to observe and perform the covenants of CPC under this Deed as if that person had been CPC under this Deed. Such deed is to be prepared by the Shire's solicitors at the expense of CPC;
- (b) if the Proposed Grantee is a company the directors or substantial shareholders of the company at the option of the Shire guarantee to the Shire the observance and performance of all CPC's obligations under this Deed.
- (c) CPC agrees that the covenants of the Proposed Grantee are independent of the covenants of CPC in this Deed and will not release or relieve CPC from CPC's obligations under this Deed and CPC acknowledges that CPC will continue to be fully responsible for CPC's obligations notwithstanding

the granting of the rights or interest in Carlton Hill to the Proposed Grantee, particularly upon the occurrence of an event of default by the Proposed Grantee.

8. FUTURE LAND USE

8.1 Change in use

The parties agree that if at any time after the execution of this Deed there is a subsequent change in the use of Carlton Hill, the following provisions shall apply.

8.2 Subdivision of Carlton Hill

In the event that there is a change of use in Carlton Hill arising as a consequence of an approval by the Shire, the Minister or the Commission to an application for subdivision of Carlton Hill, nothing in this Deed shall constitute or be deemed to constitute a fetter on the Shire's rights or powers to require CPC or their successors in title to Carlton Hill to comply with any new or further conditions with respect to the Dedicated Road which conditions may require CPC or their successors in title to Carlton Hill to contribute to costs or pay costs or engage in maintenance or upgrade works to the Dedicated Road or any part of the Dedicated Road. Such Shire rights and powers shall be in addition to any rights or powers contained in this Deed.

8.3 Development Application

In the event that there is a change of use in Carlton Hill arising as a consequence of an approval by the Shire, the Minister or the Commission to a Development Application with respect to Carlton Hill, nothing in this Deed shall constitute or be deemed to constitute a fetter on the Shire's rights or powers to require CPC or their successors in title to Carlton Hill to comply with any new or further conditions with respect to the Dedicated Road which conditions may require CPC or their successors in title to Carlton Hill to contribute to costs or pay costs or engage in maintenance or upgrade works to the Dedicated Road or any part of the Dedicated Road. Such Shire rights and powers shall be in addition to any rights or powers contained in this Deed.

8.4 Change of Use

In the event that Carlton Hill is rezoned with respect to either its permitted use or its minimum lot size or any combination of these and whether or not CPC is the initiator of the rezoning, ALTERNATIVELY, in the event that CPC or its successors in title or legal assigns change the way in which Carlton Hill is used, whether by a change in intensity, production or capacity of its present use or whether by a change in its present type of use or any combination of these, notwithstanding that such change or changes comply with Carlton Hill's current zoning, then:

- (a) the Shire may elect to conduct road traffic testing to determine whether road traffic levels have changed; and
- (b) where such road traffic testing reveals an increase in traffic measured by the number of vehicles per day passing along the Dedicated Road; and
- (c) where such increase in traffic numbers indicate that an upgrade to the Dedicated Road is necessary pursuant to and in accordance with the

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Shire's engineering policy no. E5 (as amended, varied or substituted from time to time) (the E5 Policy) a copy of which is set out in Schedule 3 herein; and

(d) the Shire determines to perform upgrade works (the Future Upgrade Works) to the Dedicated Road; then

CPC or their successors in title to Carlton Hill will contribute to the costs of the Future Upgrade Works calculated on the basis of the formula contained in clause 8.5.

8.5 Formula

CPC Future Upgrade Works contribution = CPC Percentage x Total Cost of Future Upgrade Works.

Where:

CPC Future Upgrade Works Contribution = the amount in dollars that CPC will pay to the Shire.

CPC Percentage = the percentage of vehicles passing along the Dedicated Road that are owned or operated by CPC and/or their officers, employees, servants, agents, invitees and/or any tenants of Carlton Hill or any part thereof and/or any vehicle whatsoever traversing the Dedicated Road that arrives at or departs from Carlton Hill as determined by the Shire's road measuring tests, measured as a percentage of the total number of vehicles passing along the Dedicated Road.

Total Cost of Future Upgrade Works = the cost of the Future Upgrade Works as determined by the Shire having regard to the E5 Policy and acting reasonably but in their absolute discretion.

9. MISCELLANEOUS

9.1 Road Traffic Act

Nothing in this Deed shall constitute or be deemed to constitute an agreement within the meaning of section 85(2) of the *Road Traffic Act* 1974 (WA) nor shall anything in this Deed constitute or be deemed to constitute an agreement within the meaning of any similar legislation enacted now or in the future that has or will have the effect of restricting or removing a right that the Shire would otherwise be entitled to if it had not entered into this Deed.

9.2 Notices

- (a) Any notice, demand, consent or other communication which must be given in connection with this Deed:
- (i) must be in writing in order to be valid;
 - (ii) is sufficient if executed by the party giving the notice or on its behalf by any director, secretary, duly authorised officer or solicitor of such a party;
 - (iii) in order to be valid shall be given to a party as follows:

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Deleted: ~~Rezoning of Carlton Hill~~

In the event that Carlton Hill is rezoned with respect to either its permitted use or its minimum lot size or any combination of these and whether or not CPC is the initiator of the rezoning and the Shire determines in their absolute discretion that the Dedicated Road or any part thereof requires upgrading or increased maintenance to accommodate the said change in zoning (Future Works), then CPC or their successors in title to Carlton Hill will contribute to the costs of such Future Works calculated on the basis of the formula contained in clause 8.6.

~~Change of use – no zoning change~~

In the event that CPC or its successors in title or legal assigns change the way in which Carlton Hill is used, whether by a change in intensity, production or capacity of its present use or whether by a change in its present type of use or any combination of these, notwithstanding that such change or changes comply with Carlton Hill's current zoning and the Shire determines in their absolute discretion that the Dedicated Road or any part thereof requires upgrading or increased maintenance to accommodate the said change in use, then CPC or their successors in title to Carlton Hill will contribute to the costs of such Future Works calculated on the basis of the formula contained in clause 8.6.

~~Formula~~
~~CPC Future Works contribution = CPC Agreed Percentage x Total Cost of Future Works~~

Where:
~~CPC Future Works Contribution = the amount in dollars that CPC will pay to the Shire.~~
~~CPC Percentage = the projected percentage of future road utilisation by CPC and its officers, employees, servants, agents and invitees measured as a percentage of total projected future road usage as determined by the Shire acting reasonably but in their absolute discretion.~~

~~Total Cost of Future Works = the cost of the Future Works as determined by the Shire acting reasonably but in their absolute discretion.~~

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- (A) delivered or sent by prepaid post to, or left at, the 'notice details' address of that party as set out in this Deed;
 - (B) sent to the facsimile number of that party as set out in this Deed; or
 - (C) delivered to, sent by prepaid post to, or left at another address or facsimile number as notified in writing by that party to the other parties from time to time; and
- (iv) if given in accordance with clause 9.2(a)(iii), will be deemed to take effect as follows:
- (A) in the case of prepaid post, on the second business day after the date of posting;
 - (B) in the case of facsimile, on receipt of a transmission report from the sending machine confirming successful transmission; and
 - (C) in the case of delivery by hand, on delivery.
- (b) For the purposes of this Deed, the facsimile number of the Shire is (08) 9168 1798 and CPC is (08) 9168 7876.

9.3 Costs of Agreement

- (a) CPC shall pay:
- (i) to the Shire on demand, the Shire's costs and expenses of and incidental to the negotiations for and the preparation, execution and stamping of this Deed;
 - (ii) all stamp duty payable on this Deed and any duplicates;
 - (iii) to the Shire on demand, the Shire's costs and expenses of and incidental to the preparation, lodging and withdrawal of any caveats on Carlton Hill in accordance with this Deed; and
 - (iv) all other fees and charges which are reasonably and necessarily incurred or required to be incurred to give effect to the terms of this Deed.

9.4 Severability

If any provision of this Deed is void or unenforceable, that provision is void and unenforceable only to the extent of that voidness or unenforceability, without invalidating the remaining provisions which shall remain in full force and effect.

9.5 Amendments

This Deed may not be modified, amended or varied except by a document in writing signed by or on behalf of the parties.

9.6 Waiver

No waiver of one breach of any term or condition of this Deed will operate as a waiver of any other breach of the same or any other term or condition of this Deed.

9.7 Laws of Western Australia apply

This Deed shall be construed and interpreted in accordance with the laws of the State of Western Australia and the parties agree to submit to the jurisdiction of the courts of that State and of courts competent to hear appeals therefrom.

9.8 Dispute resolution

- (a) If a dispute arises between the parties in connection with this Deed, then a party must give notice of the dispute to the other party identifying the dispute and providing details of it. Within 7 days of receipt of a notice under this clause 9.8(a), the parties agree that a representative of each party must meet together to resolve the dispute in good faith and acting reasonably. Both parties are committed to using their reasonable endeavours to resolving any dispute under this clause without first resorting to litigation.
- (b) If a dispute is not resolved between the parties within 14 days of a notice under clause 9.8(a) being given, then the parties shall, subject to clause 9.8(g), endeavour to settle the dispute by mediation to be conducted by a mediator independent of the parties appointed by agreement of the parties within 35 days of a notice in clause 9.8(a) being given or, failing agreement, by a person appointed by the chair of LEADR or her or his nominee.
- (c) The mediation rules of the Law Society of NSW shall apply to the mediation.
- (d) Subject to clause 9.8(g), it is a condition precedent to the right of any party to arbitrate or litigate the dispute that it first has complied with the mediation process in accordance with this clause.
- (e) Each party may be represented by a qualified legal practitioner or other representative in any mediation proceedings.
- (f) The parties must continue to comply with their obligations under the Deed notwithstanding any dispute being referred to mediation, unless agreed otherwise by the parties in writing.
- (g) The parties are not required to mediate a dispute which relates to the non-payment of any amounts of money owed by one party to another party under this Deed.
- (h) Notwithstanding the foregoing provisions of this clause 9.8 nothing contained herein shall prevent or restrict the rights of the parties from seeking injunctive relief from a court of competent jurisdiction.

SCHEDULE 1 – ROAD RESERVE

- (a) Lot 5003 on Deposited Plan 56602; and
- (b) Lot 700 on Deposited Plan 215959.

DRAFT

SCHEDULE 2 – SPECIFICATIONS OF THE WORKS

1. **Realign 900 metres of road (13.34 to 14.24)**

To remove double curve with poor sight lines.

2. **Reform and sheet road (16.6 to 21.6) Grade**

Grade to reform and cart and spread gravel/shale 100mm thick.

DRAFT

EXECUTED BY THE PARTIES AS A DEED

The common seal of)
SHIRE OF WYNDHAM-EAST KIMBERLEY)
was affixed in the presence of)

President

Chief Executive Officer

EXECUTED for and on behalf of)
CONSOLIDATED PASTORAL)
COMPANY PTY LTD)
(ACN 010 080 654))
by authority of its Directors in)
accordance with section 127 of the)
Corporations Act 2001 (Cth))

Director

Director/Secretary

DRAFT

Bank guarantee

- (a) Within 21 days of the date of execution of this Deed by CPC, CPC shall deliver to the Shire a bank guarantee issued by a bank of good repute and financial standing ('Bank') to which the Bank unconditionally promises to pay to the Shire an amount not exceeding \$200,000.00 in aggregate ('Guaranteed Sum') on demand being made by the Shire, without reference to CPC (or any other person) and notwithstanding any direction by CPC (or any other person) to the Bank not to pay the amount demanded by the Shire and otherwise on such terms and conditions as the Shire may reasonably require.
- (b) If at any time CPC defaults in the due and punctual payment of any sum of money owing by CPC to the Shire under this Deed, then the Shire may require the payment by the Bank to the Shire from the Bank Guarantee of the whole of the amount of money due (or so much of it as may be required by the Shire) and apply that sum received towards the Shire's claim against CPC in respect of such default.
- (c) If the Guaranteed Sum is insufficient to satisfy the whole amount of money owed by CPC to the Shire, the costs incurred by the Shire in excess of the Guaranteed Sum shall be payable by CPC to the Shire on demand, and in default of such payment shall be liquidated debt recoverable by the Shire in a court of competent jurisdiction.
- (d) The Shire and CPC expressly acknowledge and agree that the provision of the Bank Guarantee by CPC to the Shire does not constitute a penalty and that the Shire shall be entitled to recover all sums of money which may be or become due and payable by CPC to the Shire under this Deed and damages for any breach of the terms and conditions of this Deed without being limited to the Guaranteed Sum.
- (e) The Shire shall return the Bank Guarantee (or so much of it as remains capable of being claimed) to the Bank that issued it to enable the Bank to cancel the Bank Guarantee when the Shire completes the Works and all amounts of money owing to the Developer to the Shire under this Deed (if any) have been paid,
- (f) Once CPC has observed all of its obligations under this Deed any remaining balance of funds received by the Shire under the Bank Guarantee which are not required by the Shire to pay for any money due by CPC to the Shire under this Deed, shall be returned to the Bank.

12.6.4. DRAFT PLAN FOR THE FUTURE

DATE:	19 August 2008
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	Shire of Wyndham East Kimberley
AUTHOR:	Peter Stubbs, Chief Executive Officer
REPORTING OFFICER:	Peter Stubbs, Chief Executive Officer
FILE NO:	61.21.04
ASSESSMENT NO:	N/A

PURPOSE

For Council to consider adopting the draft Plan for the Future for the Shire of Wyndham East Kimberley for the purpose of release of the Plan for public comment.

BACKGROUND

Elected members have workshopped and reviewed the draft Plan for the Future several times.

The draft Plan has been proof read by Cr Wright and Cr Moulden, who volunteered to do this.

The draft Plan is structured to differentiate both short and long term key projects and those projects which Council can predominately lead or where Council plays more of support role. This support role is often vitally important and recognises that there are a range of strategic projects beyond the resources of Council to under take, but which leadership lobby and support for is needed by Council.

STATUTORY IMPLICATIONS

The Local Government Act 1995 – section 5.56 Planning for the Future:

(1) A local government is to plan for the future of the district

(2) A local government is to ensure that plans made under subsection (1) are in accordance with any regulations made about planning for the future of the district.

The associated regulations described below determine the form and content of the plan.

- The Plan is to set out broad objectives of the local government for the period plan is to be for a minimum of a 2 year period.
- The plan is to be reviewed every 2 years.
- The plan may be modified or extended by the local government, through a Council resolution passed by absolute majority.
- Electors of the district are to be consulted during development of the plan or when changes are proposed.
- The plan should detail involvement of electors in its development.
- The plan shall apply to financial years it covers.

Local public notice stating a Plan for the Future of the district has been adopted (or modified) has been adopted by the Council and details regarding the availability of the Plan are to be given.

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Plan for the Future documents for Local Government link closely to Strategic Plans and are key document providing direction for major initiatives a Local Government seeks to facilitate. Plans for the Future provide direction and continuity for elected members and staff in Local Governments and this aspect is particularly important with changes to Council and staff over time.

COMMUNITY CONSULTATION

This report and recommendation is aimed at initiating a community consultation process.

COMMENT

The following community consultation is recommended:

1. Community comment period closing 18 September 2008,
2. A public meeting to discuss the draft plan to held in Kununurra 5.30pm, 28 August, and
3. A public meeting to discuss the draft plan to held in Wyndham 5.30pm, 1 September.

The timing of the recommended public meetings also provides an opportunity for Council to interact with the community on more specific projects to be delivered as part of Council's 2008/09 annual budget, and to

ATTACHMENTS

The Draft Plan for the Future has already been provided to Councillor's and a further proofread draft will be distributed on Monday 18th of August to Councillors, and will be available to the public on the Council's website, www.thelastfrontier.com.au

VOTING REQUIREMENT

Simple Majority

RECOMMENDATION

That Council adopt the draft Plan for the Future for the Shire of Wyndham East Kimberley including the following provision for community consultation:

1. Community comment period closing 18 September 2008,

2. A public meeting to discuss the draft plan to held in Kununurra 5.30pm, 28 August, and
3. A public meeting to discuss the draft plan to held in Wyndham 5.30pm, 1 September.

COUNCIL DECISION

Minute No. 8345

Moved: Cr R Addis

Seconded: Cr J Moulden

That Council adopt the draft Plan for the Future for the Shire of Wyndham East Kimberley including the following provision for community consultation:

- 1. Community comment period closing 18 September 2008,***
- 2. A public meeting to discuss the draft plan to held in Kununurra 5.30pm, 28 August, and***
- 3. A public meeting to discuss the draft plan to held in Wyndham 5.30pm, 1 September.***

Carried Unanimously 7/0

12.6.5. EXTRAORDINARY ELECTION

DATE:	19 August 2008
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	Shire of Wyndham East Kimberley
AUTHOR:	Peter Stubbs, Chief Executive Officer
REPORTING OFFICER:	Peter Stubbs, Chief Executive Officer
FILE NO:	60.14.12
ASSESSMENT NO:	N/A

PURPOSE

For Council to consider setting a date for the required extraordinary election for the Shire of Wyndham East Kimberley, triggered by the resignation of former Councillor Mr John Buchanan.

BACKGROUND

The resignation of former Cr John Buchanan on Tuesday 5 August 2008 requires the conduct of extraordinary election to fill the Councillor vacancy.

STATUTORY IMPLICATIONS

LOCAL GOVERNMENT ACT 1995 - SECT 4.9

4.9 . Election day for extraordinary election

- (1) Any poll needed for an extraordinary election is to be held on a day decided on and fixed —
 - (a) by the mayor or president, in writing, if a day has not already been fixed under paragraph (b); or
 - (b) by the council at a meeting held within one month after the vacancy occurs, if a day has not already been fixed under paragraph (a).
- (2) The election day fixed for an extraordinary election is to be a day that allows enough time for the electoral requirements to be complied with but, unless the Electoral Commissioner approves or section 4.10(b) applies, it cannot be later than 4 months after the vacancy occurs.
- (3) If at the end of one month after the vacancy occurs an election day has not been fixed, the CEO is to notify the Electoral Commissioner and the Electoral Commissioner is to —
 - (a) fix a day for the holding of the poll that allows enough time for the electoral requirements to be complied with; and
 - (b) advise the CEO of the day fixed.

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Costs are dependent on the number of polling offices operated for the election and the timing of the election which has implications for electoral allowances for staff required to conduct and work on election day.

In recent election elections polling booths have been conducted at Oombulgurri, Kalumburu, Wyndham and Kununurra.

This necessitates a plane charter to Oombulgurri and Kalumburu at an estimated cost \$4,000.

Mandatory advertising costs associated with the election are estimated at around \$3,000.

Typically salary costs to conduct an election are around \$5,000.

STRATEGIC IMPLICATIONS

Local Government is the first tier of Government and Council is the governing body. The election of Councillors and participation of the public in that process is fundamental to the democratic principles in Australia.

COMMUNITY CONSULTATION

Nil in terms of the Council decision. Public are advised of the election through the required advertising processes and participate through the election itself.

COMMENT

Council has historically conducted elections on a Saturday. This imposes additional costs through overtime for staff to run the election.

The date for the election is a matter for Council to determine. It is recommended that Council give consideration to holding the election on Friday 7 November 2008 to capitalise on the normal staff working time and reduced costs.

The Minister is able to approve on ongoing Councillor vacancy should a Council request this. The current State Government however is in caretaker mode pending the State election due for Saturday 6th September 2008. Given the next Ordinary Election for Local Government for not until October 2009 it is not clear what grounds, if any, there may be for not filling the existing vacancy.

ATTACHMENTS

A recommended date for the election and election time table developed in consultation with the Western Australian Electoral Commission is attached for Council's consideration.

VOTING REQUIREMENT

Simple Majority

RECOMMENDATION

That Council set the date for the extraordinary election to fill the Councillor vacancy as Friday 7 November 2008.

COUNCIL DECISION

Minute No. 8346

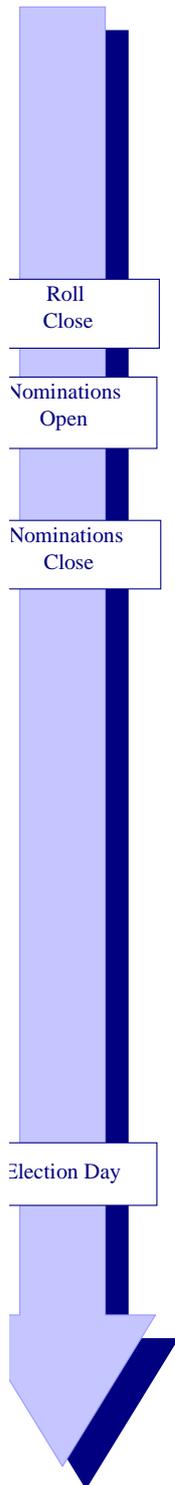
Moved: Cr D Ausburn

Seconded: Cr J Parker

That Council set the date for the extraordinary election to fill the Councillor vacancy as Friday 7 November 2008.

Carried Unanimously 7/0

ELECTION TIMETABLE
Local Government Voting In-Person Extraordinary Election



Days to Election Day	Local Government Act	References to Act/Regs	Day	Date	Date
80	Last day for agreement of Electoral Commissioner to conduct voting in-person election.	LGA 4.20 (2)(3)(4)	Tue	8/12/2008	8/19/2008
70	First day for the CEO is to give Statewide public notice of the time and date of close of enrolments.	LGA 4.39(2)	Fri	8/22/2008	8/29/2008
56	Last day for the CEO is to give Statewide public notice of the time and date of close of enrolments.	LGA 4.39(2)	Fri	10/31/2008	9/12/2008
56	Advertising may begin for nominations from 56 days and no later than 45 days before election day.	LGA 4.47(1)	Fri	10/31/2008	9/12/2008
50	Close roll 5.00pm	LGA 4.39(1)	Thu	10/31/2008	9/18/2008
45	Last day for advertisement to be placed calling for nominations.	LGA 4.47(1)	Tue	10/31/2008	9/23/2008
44	Nominations Open First day for candidates to lodge completed nomination paper, in the prescribed form, with the Returning Officer. Nominations period is open for 8 days.	LGA 4.49(a)	Wed	10/31/2008	9/24/2008
38	If a candidate's nomination is withdrawn not later than 4pm on the 38th day before election day, the candidate's deposit is to be refunded.	Reg. 27(5)	Tue	10/31/2008	9/30/2008
37	Close of Nominations 4.00pm on the 37th day before election day.	LGA 4.49(a)	Wed	10/31/2008	10/1/2008
36	CEO to prepare an owners' & occupiers' roll for the election. Electoral Commissioner to prepare residents' roll.	LGA 4.41(1) LGA 4.40(2)	Thu	10/31/2008	10/2/2008
30	Notice of Election advertisement		Wed	10/31/2008	10/8/2008
30	Issuing of postal election packages is to commence (Date of election notice or as soon as practicable after this day)	Reg. 44(2)	Wed	10/31/2008	10/8/2008
30	Commencement of absent voting (Date of election notice)	Reg. 54(2)	Wed	10/31/2008	10/8/2008
30	Commencement of early voting (Date of election notice)	Reg. 59(2)	Wed	10/31/2008	10/8/2008
22	The preparation of any consolidated roll under subregulation (1) be completed on or before 22nd day before election day.	Reg. 18(2)	Thu	10/31/2008	10/16/2008
19	Last day for the Returning Officer to give Statewide public notice of the election.	LGA 4.64(1)	Sun	10/31/2008	10/19/2008
4	Absent voting closes 4.00pm	Reg. 54(2)	Mon	10/31/2008	11/3/2008
1	Early voting closes 4.00pm	Reg. 59(2)	Thu	10/31/2008	11/6/2008
0	Correction of Roll The last day the Returning Officer may alter the residents' and owners' and occupiers' rolls.	LGA 4.43(3)	Fri	10/31/2008	11/7/2008
0	Election Day Close of poll 6.00pm	LGA 4.7	Fri	10/31/2008	11/7/2008

Post Election Day	Post Declaration	References to Act/Regs	Day	Date	Date
5	Public Notice of the result.	LGA 4.77	Wed	10/31/2008	11/12/2008
14	Report to Minister. The report relating to an election under section 4.79 is to be provided to the Minister within 14 days after the declaration of the result of the election.	Reg.81	Fri	10/31/2008	11/21/2008
28	An invalidity complaint is to be made to a Court of Disputed Returns, constituted by a magistrate, but can only be made within 28 days after notice is given of the result of the election.	LGA 4.81(1)	Fri	10/31/2008	12/5/2008

12.6.6. COUNCILLOR REPRESENTATION ON COMMITTEES

DATE:	19 August 2008
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	N/A
AUTHOR:	Peter Stubbs, Chief Executive Officer
REPORTING OFFICER:	Peter Stubbs, Chief Executive Officer
FILE NO:	60.14.04
ASSESSMENT NO:	N/A

PURPOSE

For Council to consider its representation on Committees following the resignation of former Councillor John Buchanan.

BACKGROUND

Former Councillor John Buchanan was a member of Councils (Chair) Audit Committee and Airport Committee.

John was also Council's appointed representative on the following organisations:

- East Kimberley Visitor Centre Board (Minute Number 7975, Nov 2007)
- Zone Control Authority (Minute Number 7971).

His resignation creates vacancies that Council may want to consider.

Councillors would understand the role of the East Kimberley Visitor Centre Board.

The Zone Control Authority is statutory body established under State Legislation for the purposes of providing advice on Biosecurity issues in the Kimberley region.

STATUTORY IMPLICATIONS

Nil

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Representation by Council in the role that former Councillors Buchanan fulfilled is consider important to key industries including agriculture, tourism, aviation and financial and compliance management in the Shire.

COMMUNITY CONSULTATION

Not appropriate for this Item

COMMENT

Nil

ATTACHMENTS

Nil

VOTING REQUIREMENT

Simple Majority

RECOMMENDATION

1. That Council nominate Cr _____ to Council's Audit Committee.
2. That Council nominate Cr _____ to Council's Airport Committee.
3. That Council nominate Cr _____ to the East Kimberley Visitor Centre Board.
4. That Council nominate Cr _____ to the Zone Control Authority.

Cr M Pucci requests short recess 6.50pm

The Meeting Resumed at 6.55

COUNCIL DECISION

Minute No. 8347

Moved: Cr D Ausburn

Seconded: Cr R Addis

That Council nominate Cr D Ausburn to Council's Audit Committee.

That Council nominate Cr J Moulden to Council's Airport Committee.

That Council nominate Cr F Mills to the East Kimberley Visitor Centre Board.

That Council nominate Cr J Moulden to the Zone Control Authority subject to confirmation that Cr J Moulden has no conflict of interest given his employment status.

Carried Unanimously 7/0

Cr K Wright declared a late partiality interest as he is a board member APB

12.7. ELECTED MEMBER REPORTS

Cr D Ausburn

- Citizenship Ceremony for 6 people at the Shire Offices,
- Meeting with Minister Ravlich,
- Croctail meeting in Wyndham,
- Meeting with Minister Kobelke,
- Opening of water plant in Wyndham,
- Liquor accord meeting,
- KCCI Meeting,
- Official Opening of Argyle House,
- Meeting Department of Water,
- LEMC Meeting at Packsaddle and
- The Ninas Jewellery Fire and Ice Exhibition.

Cr R Addis

- Official opening of Argyle House, and
- Meeting with the Hon Gary Gray.

Cr K Wright

- Meeting with the Hon Gary Gray.

Cr P Caley

- Local Government Convention,
- the Zone Meeting, and
- Department of Water meeting.

Cr J Moulden

- Meeting with Minister Ravlich,
- Meeting with Minister Kobelke,
- Opening of water plant in Wyndham,
- Meeting with the Hon Gary Gray.

Cr J Parker

- Local Government Convention,
- the Zone Meeting,
- Department of Water meeting,
- Croctail meeting in Wyndham,
- Community for Children,
- Telecentre advisory council, and
- the Portscape meeting.

COUNCIL DECISION

Minute No. 8348

Moved: Cr J Moulden

Seconded: Cr D Ausburn

That Council Accept the elected members report as tabled.

Carried Unanimously 7/0

13. MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil

14. QUESTIONS BY MEMBERS OF WHICH DUE NOTICE HAS BEEN GIVEN

Nil

15. URGENT BUSINESS APPROVED BY THE PERSON PRESIDING OR BY DECISION

15.1. T01 08/09 DESIGN AND CONSTRUCT MULTIPURPOSE COURTS

As Closing time for this Tender is 4pm Friday 15 August 2008, the Tender panel will convene to consider the submissions and a report will be circulated to Councillor's on Monday 18th August 2008 under separate cover.

DATE:	19 August 2008
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	Kununurra Tennis Courts
AUTHOR:	Karyn Apperley, Executive Manager Community Services
REPORTING OFFICER:	Karyn Apperley, Executive Manager Community Services
FILE NO:	66.57.01/30.09.02
ASSESSMENT NO:	N/A

PURPOSE

For Council to award the tender for the design and construction of the Kununurra Multipurpose Courts.

BACKGROUND

At its meeting of 15 July 2008, Council resolved to invite tenders for the design and construction of the Kununurra Multipurpose Courts.

Minute No. 8300

Moved: Cr J Parker

Seconded: Cr D Ausburn

1. *That Council issue Tender T01-08/09 for the Design and Construction of the Kununurra Multipurpose Courts.*
2. *That Tenders are evaluated based on the capacity of the Tenderers to complete the requirements of the tender including:*
 - 2.1. *Compliance Criteria (must comply)*
 - a) *Compliance with Specifications contained in request.*
 - b) *Compliance with Conditions of Tendering contained in request.*
 - c) *Compliance with Quality Assurance requirements in request.*
 - d) *Compliance with Start Date.*

e) *Compliance with and completion of Price Schedule.*

2.2 *Qualitative Criteria (used to Rank Tenders)*

a) *Relevant Experience - 60%*

b) *Ability to meet Construction Deadline - 40%*

2.3. *Price Submitted for Tender*

The tendered price along with the qualitative ranking will be used to determine the most advantageous tender to Council.

3. *That Council approve the membership of the Tender Review Panel as follows:*

Shire President/Deputy Shire President

Executive Manager Community Services

Executive Manager Engineering & Regulatory Services

Kununurra Tennis Club nominated representative

Kununurra Netball Association nominated representative

Carried Unanimously 8/0

The following timeline was recommended:

- Saturday 19 July 2008 - State wide public notice
- 12 August 2008 - Tenders close at 4.00pm
- Post close tender - Tender Review Panel assessment – membership as per Council Minute 8300
- 19 August 2008 Council meeting – Tender awarded by Council
- Immediate commencement of contracted works and services

Twenty requests for tender documents were received by the Shire. As a result of two requests from potential tenderers, the tender closing date was extended to 15 August 2008 at 4pm and provision was made for the submission of tenders by email and facsimile in accordance with specified conditions.

STATUTORY IMPLICATIONS

The Local Government (Functions and General) Regulations 1996, Part 4 applies with the relevant extract provided as follows: -

Division 2 — Tenders for providing goods or services (s. 3.57)

11. Tenders to be invited for certain contracts

- (1) *Tenders are to be publicly invited according to the requirements of this Division before a local government enters into a contract for another person to supply goods or services if the consideration under the contract is, or is expected to be, more, or worth more, than \$100 000 unless sub-regulation (2) states otherwise.*

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

The budget estimate for the total contract is approximately \$935,000 (\$850,000 original project budget estimate as per the 2008/09 annual budget development plus 10% contingency).

The proposed project budget is composed of the following income items:

CSRFF grants (07/08 & 08/09)	\$312,000	(confirmed)		
Netball Association Contribution (originally \$15,000 in 2006/07)	\$30,000	(confirmed)		
Tennis Club Contribution (as per original 2006/07 commitment)	\$30,000	(confirmed)		
SWEK Muni Funds budget)	\$371,000	(confirmed	in	08/09
SWEK Reserve Funds budget)	\$57,000	(confirmed	in	08/09
Organisations In Kind Contributions	\$15,000	(estimated)		
Tennis Australia Court Rebate Scheme (12 courts)	\$120,000	(unconfirmed	for	12
Corporate Sponsorship required	\$50,000 - \$100,000 (unconfirmed)			

TOTAL BUDGET PROPOSED \$970,000 - \$1,020,000 plus \$15,000 in kind.

In addition, the Shire is contributing significantly through in-kind project management.

STRATEGIC IMPLICATIONS

The Shire's Strategic Plan identifies the following goals and objectives;

- *To develop and maintain the Shire's infrastructure and assets to a high standard.*
- *Sustainable asset management for infrastructure under the Shire's control.*
- *To develop the strengths and potential of our community now and into the future.*
- *Equitable access to quality recreational facilities and services.*

COMMUNITY CONSULTATION

Nil

COMMENT

At the public opening held on 15 August at 4.15pm following the close of tenders, two tender submissions were received.

On 16 August 2008, a tender evaluation assessment panel consisting of the Shire President, Netball Association representative, Tennis Club representative, Executive Manager Engineering and Regulatory Services and Executive Manager Community

Services assessed the tenders in accordance with the criteria set by Council and included in the tender document.

The Evaluation Assessment Panel representatives for the Netball Association and the Tennis Club have undertaken to follow up on seeking corporate sponsorship for the project, with naming rights for the Multipurpose Courts Complex and/or individual courts to be offered. Community based organisations such as sporting clubs are more likely to be successful in securing corporate support for this project than local government.

The tender documents stated that the Shire reserved the right to negotiate the exclusion of specific project components from the final contract, given that under the arrangements for the CSRFF grant, the Shire and the project partners of Kununurra Tennis Club and Kununurra Netball Association are providing in-kind support and contributions to the overall project.

In addition, the tender documents included the request for pricing of additional existing court resurfacing in addition to the new Multipurpose Court Complex and stated the Shire Council reserved the right not to proceed with the resurfacing of the additional existing courts in Kununurra and Wyndham. The additional courts are the Kununurra netball/basketball courts (estimated area 2900m²) and the Wyndham basketball courts and the Wyndham tennis courts (estimated area 2500m²).

Both tenderers made due consideration of this additional court resurfacing in their tender submissions and this information is proposed to be provided to Council at its next briefing session.

ATTACHMENTS

Attachment 1 – Evaluation Panel Recommendation Report is provided under confidential cover.

VOTING REQUIREMENT

Simple Majority

MANAGERS' RECOMMENDATION

That Council accepts the tender of Sports Surfaces and awards the contract for the Design and Construction of Kununurra Multipurpose Courts at a total contract price of up to \$931,650 (excl GST), subject to negotiation by the Shire of the exclusion of specific project components and negotiation of cost reductions achieved through design modifications consistent with the tender specifications.

COUNCIL DECISION

Minute No. 8351

Moved: Cr J Parker

Seconded: Cr K Wright

That Council accepts the tender of Sports Surfaces and awards the contract for the Design and Construction of Kununurra Multipurpose Courts at a total contract price of up to \$931,650 (excl GST), subject to negotiation by the Shire of the exclusion of specific project components

and negotiation of cost reductions achieved through design modifications consistent with the tender specifications.

Carried Unanimously 7/0

16. MATTERS BEHIND CLOSED DOORS

16.1. Debts Currently in Legal Process

DATE:	11 August 2008
PROPONENT:	N/A
LOCATION:	N/A
AUTHOR:	Gill Old, Manager Financial Services
REPORTING OFFICER:	Jo-Anne Ellis, Executive Manager Corporate Services
FILE NO:	60.14.02

This item will be discussed Behind Closed Doors under Section 5.23 (2) (b) as the personal affairs of a person will be identified.

Public Gallery was asked to leave the chambers at 7.12pm

COUNCIL DECISION

Minute No. 8356

Moved: Cr J Moulden

Seconded: Cr R Addis

That Council:

- 1. Note the confidential report provided to it in relation to debts owed to Council and under legal action.**
- 2. Write off the outstanding rates debts on A6721 & A6722 (\$460.58) including accrued penalties.**

Carried Unanimously 7/0

16.2. Confidential Item - Chief Executive Officer Employment Contract

DATE:	19 th August 2008
PROPONENT:	N/A
LOCATION:	Shire of Wyndham East Kimberley
AUTHOR:	Cr Michele Pucci, Shire President
REPORTING OFFICER:	Cr Michele Pucci, Shire President
FILE NO:	
ASSESSMENT NO:	N/A

This item will be discussed Behind Closed Doors under Section 5.23 (2) (a) as this is a matter that affects an employee.

COUNCIL DECISION

Minute No. 8352

Moved: Cr J Parker

Seconded: Cr D Ausburn

That the meeting go in to camera.

Carried Unanimously 7/0

Staff Members were asked to leave the Chambers 7.14pm.

COUNCIL DECISION

Minute No. 8353

Moved: Cr R Addis

Seconded: Cr J Parker

That Council Suspend Standing Orders for item 16.2 CEO Employment Contract.

Carried Unanimously 7/0

COUNCIL DECISION

Minute No. 8354

Moved: Cr J Parker

Seconded: Cr K Wright

That in consultation and agreement with the Chief Executive Officer, the Chief Executive Officer contract consideration be deferred until 2 September 2008 due to Cr Caley and Cr Parker not receiving their Agenda Item on this matter.

Carried Unanimously 7/0

COUNCIL DECISION

Minute No. 8355

Moved: Cr J Moulden

Seconded: Cr J Parker

That Council resume Standing Orders.

Carried Unanimously 7/0

17. CLOSURE

With all matters of business complete Cr M Pucci declared the meeting closed at 7.54pm.