



## DISCLAIMER

### MINUTES OF ORDINARY COUNCIL MEETING HELD 15 JULY 2008

I hereby certify that the Minutes of the Ordinary Meeting of Council held 15 July 2008 are a true and accurate record of the proceedings contained therein.

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*Shire President Confirmed*

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# SHIRE OF WYNDHAM-EAST KIMBERLEY

## MINUTES

OF THE ORDINARY COUNCIL MEETING  
HELD ON TUESDAY 15 JULY 2008 AT 6:00 PM

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### 1. DECLARATION OF OPENING / ANNOUNCEMENT OF VISITORS

The Shire President declared the meeting open at 6.04pm

### 2. RECORD OF ATTENDANCE / APOLOGIES / LEAVE OF ABSENCE (PREVIOUSLY APPROVED)

Cr Ralph Addis	Deputy President - Chair
Cr Paul Caley	Councillor
Cr Jane Parker	Councillor
Cr Fred Mills	Councillor
Cr John Moulden	Councillor
Cr John Buchanan	Councillor
Cr Di Ausburn	Councillor
Cr K Wright	Councillor - 6.11pm

Mr Peter Stubbs	Chief Executive Officer
Ms Jo-Anne Ellis	Executive Manager Corporate Services
Mr Alex Douglas	Executive Manager Engineering and Regulatory Services
Mr Keith Williams	Executive Manager Town Planning
Ms Karyn Apperley	Executive Manager Community Services
Ms Zoe Akkerman	Support Officer/Minute Taker

#### **PUBLIC GALLERY**

Mr Bruce Russell	Mrs Bernice Spackman – 6.12pm
Mr Laurie McKenzie	Mr Darren Spackman - 6.12pm
Mr Bevan Spackman	Mr Mark Whiteman – 6.12pm

#### **LEAVE OF ABSENCE**

Cr M Pucci (Previously Approved)

### 3. DECLARATIONS OF INTEREST

- **Financial Interest**

Peter Stubbs declared a financial interest in item 12.4.1 - 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.

Cr Wright declared a financial interest in item 12.2.1 - Proposed Private Pipeline Easement – Farm Hill Road, Kununurra, as he has minor financial interest in the company in question.

- **Members Impartiality Interest**

Nil

- **Proximity Interest**

Nil

### 4. RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE

Nil

### 5. PUBLIC QUESTION TIME

Nil

### 6. APPLICATIONS FOR LEAVE OF ABSENCE

Nil

### 7. PETITIONS

Nil

### 8. CONFIRMATION OF MINUTES

#### 8.1. Confirmation of Minutes Of The Ordinary Meeting Of Council Held On Tuesday 17 June 2008

### **RECOMMENDATION**

That Council confirm the Minutes of the Ordinary Meeting of Council held on Tuesday 17 June 2008.

### **COUNCIL DECISION**

**Minute No. 8282**

**Moved: Cr K Wright**

**Seconded: Cr D Ausburn**

***That Council confirm the Minutes of the Ordinary Meeting of Council held on Tuesday 17 June 2008.***

**Carried Unanimously 8/0**

**8.2. Confirmation of Minutes of the Special Meeting of Council Held on Tuesday 1 July 2008**

**RECOMMENDATION**

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

**COUNCIL DECISION**

**Minute No. 8283**

**Moved: Cr K Wright**

**Seconded: Cr D Ausburn**

***That Council confirm the Minutes of the Ordinary Meeting of Council held on Tuesday 1 July 2008.***

**Carried Unanimously 8/0**

**9. ANNOUNCEMENTS BY THE PERSON PRESIDING WITHOUT DISCUSSION**

On Monday 7 July 2008, I participated on behalf of Council in the NAIDOC week flag raising ceremony at the Kununurra Shire Offices.

On Tuesday 8 July 2008, I met with a delegation in Kununurra about a "Kimberley Pilot Timor-Lestie Youth Employment Migration Co-operation Programme". The delegation included:

- His Excellency Abel Guterres – Consul General East Timor
- Kevin Austin – Alannah Mac Tiernan's Office
- Gabi Bloecker – Chairperson Co-op
- Craig Dobson – Vice Chair Co-op
- Malcolm Baker – TFS/Co-op

**10. DEPUTATIONS/PRESENTATIONS/SUBMISSIONS**

Nil

## **11. MINUTES OF COUNCIL COMMITTEE MEETINGS**

### **11.1. Minutes of the Airport Committee Meeting held on Tuesday 10 June 2008**

#### **RECOMMENDATION**

That Council note the confirmed Minutes of the Airport Committee Meeting held on Tuesday 17 June 2008.

#### **COUNCIL DECISION**

**Minute No. 8284**

**Moved: Cr F Mills**

**Seconded: Cr J Buchanan**

***That Council note the confirmed Minutes of the Airport Committee Meeting held on Tuesday 17 June 2008.***

**Carried Unanimously 8/0**

### **11.2. Minutes of the Airport Committee Meeting held on Tuesday 8 July 2008**

#### **RECOMMENDATION**

That Council note the unconfirmed Minutes of the Airport Committee Meeting held on Tuesday 8 July 2008.

#### **COUNCIL DECISION**

**Minute No. 8285**

**Moved: Cr F Mills**

**Seconded: Cr J Buchanan**

***That Council note the unconfirmed Minutes of the Airport Committee Meeting held on Tuesday 8 June 2008.***

**Carried Unanimously 8/0**

## 12. REPORTS

### 12.1. CORPORATE SERVICES

#### 12.1.1. List of Accounts Paid Under Delegation 18

<b>DATE:</b>	7 July 2008
<b>PROPONENT:</b>	N/A
<b>LOCATION:</b>	N/A
<b>AUTHOR:</b>	Sue Dillon, Senior Finance Officer
<b>REPORTING OFFICER:</b>	Jo-Anne Ellis, Executive Manager Corporate Services
<b>FILE NO:</b>	60.14.03
<b>ASSESSMENT NO:</b>	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 038483 to 038522 (12 June to 26 June 2008)	\$76,158.50
EFT 103188 to EFT 103366 (12 June to 26 June 2008))	\$787,972.12
Payroll (4 June to 18 June 2008))	\$215,627.42
Direct bank debits (1 to 30 June 2008)	\$20,542.64
<b>Total</b>	<b>\$1,100,300.68</b>

## **COUNCIL DECISION**

Minute No. 8286

Moved: Cr D Ausburn

Seconded: Cr K Wright

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

<i>Municipal cheques 038483 to 038522 (12 June to 26 June 2008)</i>	<i>\$76,158.50</i>
<i>EFT 103188 to EFT 103366 (12 June to 26 June 2008))</i>	<i>\$787,972.12</i>
<i>Payroll (4 June to 18 June 2008))</i>	<i>\$215,627.42</i>
<i>Direct bank debits (1 to 30 June 2008)</i>	<i>\$20,542.64</i>
<i>Total</i>	<i>\$1,100,300.68</i>

**Carried Unanimously 8/0**

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## List of Accounts Paid Under Delegation 18

### List of Accounts Submitted to Council 15/7/08

Chq/EFT	Date	Name	Description	Amount
EFT103188	12/06/2008	APPERLEY, KARYN	REIMBURSEMENT OF ELECTRICITY SUBSIDY PAID	197.77
EFT103189		AUSTRALIA POST	POSTAGE EXPENSES - MAY 2008	787.60
EFT103190		BAKERY AND SHOWROOM SALES	FOOD WARMER	550.00
EFT103191		BEAUREPAIRES (KUNUNURRA)	REPAIR PUNCTURE ON RIDE ON MOWER, WY11486	72.00
EFT103192		BERM BACKHOE HIRE	TIPPER HIRE FOR LAKESIDE LINKPATH	5,610.00
EFT103193		BLACKWOODS ATKINS PTY LTD	POWER TROWEL CPT34R	2,316.13
EFT103194		BOAB BOOKS	BOOKS FOR WYNDHAM LOCAL COLLECTION	432.99
EFT103195		BRANKO BP MOTORS	REMOVE MAIN BAR FROM SLASHER	51.40
EFT103196		BUTLERS EARTHWORKS PTY LTD	MAINTENANCE AND GRADE OF LISSADEL STATION ROAD	3,432.00
EFT103197		CORPORATE EXPRESS	3 RING ART FILE, MANILLA FOLDERS	28.82
EFT103198		DRYSDALE RIVER STATION	FOOD & ACCOMMODATION, DIESEL - A DOUGLAS	769.70
EFT103199		EAST KIMBERLEY DOZERS	MOVE 8,000M GRAVEL MTCE PARRY CREEK RD	7,299.60
EFT103200		EAST KIMBERLEY HARDWARE	ASSORTED TOOLS, SHED KIT, RAPID CEMENT	2,082.80
EFT103201		EAST KIMBERLEY PLUMBING	PLUMBING REPAIRS AT LEISURE CENTRE & SWIM BEACH	434.50
EFT103202		FARMERS FRUIT & VEG - MART	CATERING FOR STAFF BUDGET MEETINGS	168.00
EFT103203		FEWSTER, KELLY	REIMBURSEMENT OF TELEPHONE EXPENSES SUBSIDY	32.23
EFT103204		PAYMENT CANCELLED		-
EFT103205		FRONTIER POST & NEWS	POSTAGE AND PAPERS PURCHASED MAY 2008	29.75
EFT103206		FURNEAUX PRE CAST CONCRETE	LABOUR & SUPERVISION ON CONSTRUCTION SITES	4,330.68
EFT103207		GUERINONI & SON	HIRE OF PLANT FOR LINKPATH CONSTRUCTION	14,557.95
EFT103208		IT VISION ITV	ONLINE TRAINING COSTING/PLANT	330.00
EFT103209		JH COMPUTER SERVICES	3 LAPTOP COMPUTERS	5,737.01
EFT103210		JO-ANNE ELLIS	REIMBURSEMENT OF WATER SUBSIDY PAID	163.30
EFT103211		K & M ALLCLEAN	MONTHLY CONTRACT CLEANING KUNUNURRA FACILITIES	13,374.22
EFT103212		KIMBERLEY HYDRAULICS	HYDRAULIC HOSE FOR BOBCAT	247.06
EFT103213		KIMBERLEY INDUSTRIES	HIRE OF CRANE	181.50
EFT103214		KIMBERLEY STEEL	12MM RIO BAR	810.00
EFT103215		KIMBERLEY TRACTOR SERVICES	4000H SERVICE FOR 924G LOADER 1BAT764	660.00
EFT103216		KNICKEL GARDENING SERVICES	SLASHER AND OPERATOR FOR APRIL 2008	51,510.56
EFT103217		KUNUNURRA HOME HARDWARE	PLASTIC IMPACT SPRINKLERS	55.65

EFT103218		KUNUNURRA PEST MANAGEMENT	REFILL TERMIGUARD RETICULATION	733.92
EFT103219		MANSELL PTY LTD	SUPPLY OF 2007/08 RATE COMPARISION REPORT	126.50
EFT103220		MEGAN HUNT	WEEKLY CLEANING OF WYNDHAM SHIRE FACILITIES	973.50
EFT103221		MODERN TEACHING AIDS	LITTLE TIKES - ADVENTURE WAGON	219.89
EFT103222		NORSIGN PTY LTD	REPLACEMENT FIRE WATCH SIGN FOR WYNDHAM	438.90
EFT103223		NORTHERN MACHINERY SALES	MAINTENANCE GRADING OF DUNCAN ROAD 57KM	11,970.00
EFT103224		NATIONAL HIRE	HIRE OF PORTABLE DIESEL GENERATOR	69.30
EFT103225		OCE-AUSTRALIA LIMITED	12 ROLLS 36INCH PAPER FOR PLOTTER	325.25
EFT103226		OFFICE NATIONAL KUNUNURRA	INSPECTION OF FAULTY COPIER & SERVICE	382.35
EFT103227		ORD RIVER ELECTRICS	REPAIRS TO DAMAGE CABLING	220.00
EFT103228		ORIA ORCHARDS	WEEKLY DELIVERY OF FLOWERS TO ADMINISTRATION	15.00
EFT103229		PLANT HIRE SERVICES PTY LTD	SUPPLY, CART OF PEA GRAVEL, HIRE OF MACHINERY	58,458.40
EFT103230		R & R TAPE & SAFETY SUPPLIES	HIGH VISABILITY POLO SHIRTS AND SAFETY GLASSES	536.25
EFT103231		R.KERR CONTRACTING	MAINTENANCE GRADE OF KALUMBURU ROAD SOUTH	25,987.50
EFT103232		REM	NEW CDS FOR GYM	228.00
EFT103233		ROGERS MACHINERY SERVICE	REPAIR HYDRAULIC SYSTEM & BRUSHES WY7523	2,011.45
EFT103234		SEARLES MECHANICAL REPAIRS	BATTERY, J/START CHARGER, JACK, AIR COMP IVBFB F/A	738.00
EFT103235		SLINGAIR PTY LTD	FLIGHTS 4 STAFF, 1 COUNCILLOR TO MT ELIZABETH	2,500.00
EFT103236		SPORTSWORLD OF WA	GOGGLES FOR SALE	390.06
EFT103237		STEWART & HEATON CLOTHING CO. PTY LTD	FIRE FIGHTING OUTFITS	1,387.62
EFT103238		TNT AUSTRALIA PTY LIMITED	FREIGHT OF WATER SAMPLES	193.20
EFT103239		TOLL EXPRESS	FREIGHT CHARGES FOR WEEK ENDING 18/05/08	190.30
EFT103240		TOP END TILT TRAY HIRE	HIRE TILT TRAY TO TRANSPORT MACHINERY	367.64
EFT103241		TOTAL EDEN - KP PUMPS	REPAIRS TO RETIC PIPE, SPRINKLERS AND RETIC PARTS	7,507.19
EFT103242		MCLEAN, AMANDA JANE	REIMBURSEMENT OF WATER SUBSIDY	124.65
EFT103243		TROPICAL PEST CONTROL	TERMITE INSPECTION SHIRE BUILDINGS	2,200.00
EFT103244		WA LOCAL GOVERNMENT SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	40,338.49
EFT103245		WANNA WORK LABOUR HIRE SOLUTIONS	LABOUR FOR SOMETHING CONCRETE PROJECT	9,317.00
EFT103246		WESTRAC EQUIPMENT PTY LTD	AIR FILTER ELEMENT FOR 924G LAODER	96.66
EFT103247		WILLIAMS, KEITH	REIMBURSEMENT OF ELECTRICITY SUBSIDY PAID	381.58
EFT103248	19/06/2008	ARGYLE ENGINEERING	HIRE CRANE&CUTTING RAILWAY LINE, PLATFORM DRAWINGS	7,667.28
EFT103249		AUSFUEL AUSTRALIAN FUEL DISTRIBUTORS	FUEL SUPPLIED MAY 2008	2,151.67
EFT103250		AUST LOCAL GOVERNMENT JOB DIRECTORY	ADVERTISING WORKS SUPERVISOR JUNE ISSUE	1,056.00
EFT103251		AUSTRALIAN SERVICES UNION	PAYROLL DEDUCTIONS	159.30

EFT103252		BEAUREPAIRES (KUNUNURRA)	2 x TYRES WY10434, BATTERY WY4011 & WY11630	509.34
EFT103253		BEN FLYNN	REIMBURSEMENT OF EXPENSES DURING CONFERENCE	92.50
EFT103254		BLACKWOODS ATKINS PTY LTD	PROTECTIVE OVERALLS	111.46
EFT103255		BRENDAN JOHNS ELECTRICS	REPAIR CAR PARK FLOOD LIGHT AT AIRPORT	169.25
EFT103256		BUSH CAMP SURPLUS STORES	STEEL CAP BOOTS	140.95
EFT103257		CARPET VINYL & TILE CENTRE	REPAIR FLOORS AT PETER REID HALL & KLC, PAINT	5,504.77
EFT103258		CIVIC LEGAL	PROFESSIONAL FEES	1,177.00
EFT103259		CORPORATE EXPRESS	STATIONERY ORDER JUNE 2008	1,792.33
EFT103260		DRYSDALE RIVER STATION	FUEL PURCHASED FOR WY12352	163.95
EFT103261		EAST KIMBERLEY HARDWARE	80 X 30KG BAGS OF PREMIX CONCRETE, MINOR TOOLS	1,446.60
EFT103262		EAST KIMBERLEY PLUMBING	PLUMBING REPAIRS SWIM BEACH, WHITE GUM PARK,DEPOT	1,314.82
EFT103263		FISCHER, CYNTHIA	CLEANING OF WYNDHAM SHIRE CONVENIENCES	3,642.37
EFT103264		FURNEAUX PRE CAST CONCRETE	LABOUR AND SUPERVISION FOR CONSTRUCTION	3,157.00
EFT103265		GUERINONI & SON	MAINTENANCE GRADING FOR VARIOUS ROADS	10,840.50
EFT103266		GULLIVERS TAVERN	CATERING FOR BRIEFING SESSIONS MAY 2008	654.54
EFT103267		JASON SIGNMAKERS LTD	BRACKETS, NUTS AND BOLTS FOR STREET SIGNS	956.45
EFT103268		JORRITSMAH & CO	PVC PIPE FOR RETIC MAINTENANCE	335.80
EFT103269		JSW HOLDINGS PTY LTD	CONCRETE DELIVERED TO NICHOLSON PARK	7,785.36
EFT103270		KIMBERLEY COMMUNICATIONS	REPAIRS TO AVIATION DATA ANTENNA & SCANNER	506.00
EFT103271		KIMBERLEY ECHO-ALBANY ADVERTISER	ADVERTISING OF STAFF VACANCIES	2,813.62
EFT103272		KIMBERLEY GROUP TRAINING	HOST EMPLOYEE CONTRIBUTION	713.43
EFT103273		KIMBERLEY HYDRAULICS	REPLACEMENT HYDRAULIC HOSE	268.02
EFT103274		KINGS CROWN INSTRUMENTATION & ELECT.	REPAIR LIGHTING & CIRCUITS WRC & 16 KIMBERLEY ST	1,925.00
EFT103275		KUNUNURRA COURIERS	DELIVERY OF BOTTLED WATER TO AIRPORT MARCH 2008	37.00
EFT103276		KUNUNURRA DISTRICT HIGH SCHOOL	QUICK GRANT FOR BASKETBALL PROGRAM	440.00
EFT103277		KUNUNURRA HOME HARDWARE	STORAGE CONTAINERS FOR COMMUNITY SERVICES	28.20
EFT103278		KUNUNURRA PANEL BEATING WORKS WA P/L	INSURANCE CLAIM - BODY WORK REPAIRS 1CQN641	2,516.10
EFT103279		KUNUNURRA REFRIGERATION	SERVICING OF AIRPORT AIRCON MAY 2008	143.00
EFT103280		L.G.R.C.E.U	PAYROLL DEDUCTIONS	15.30
EFT103281		LANDGATE	MINING TENEMENTS CHARGABLE	137.00
EFT103282		MCLEAN ENTERPRISES	EMULSION/WELDING WIRE KUNUNURRA AIRPORT	1,857.00
EFT103283		MEGAN HUNT	WEEKLY CLEANING OF WYNDHAM SHIRE BUILDINGS	2,920.50
EFT103284		MIRIMA LANGUAGE & CULTURAL CTRE	CULTURAL AWARENESS COURSE HELD 19/05/08	1,320.00
EFT103285		OFFICE NATIONAL KUNUNURRA	FAX MACHINE AND CARTRIDGES FOR AIRPORT OFFICE	350.20

EFT103286		ORD RIVER ELECTRICS	REPAIRS TO POWER SWITCH AT WHITEGUM PARK	110.00
EFT103287		ORIA ORCHARDS	WEEKLY FLOWER DELIVERY TO SHIRE OFFICE	30.00
EFT103288		RAECO INTERNATIONAL P/L	INDEX BLOCK LABEL	8.50
EFT103289		ROGERS MACHINERY SERVICE	20 LITRES OF OIL FOR KUBOTA TRACTOR	122.00
EFT103290		SEARLES MECHANICAL REPAIRS	TORX SOCKETS FOR REPAIRS TO PLAYGROUND	11.00
EFT103291		SHELF SUPPLY	6 GEAR BAGS FOR IVBFB	192.00
EFT103292		SHERIDAN'S FOR BADGES	7 STAFF NAME BADGES	113.64
EFT103293		SHIRE OF WYNDHAM EAST KIMBERLEY	PAYROLL DEDUCTIONS	345.00
EFT103294		TNT AUSTRALIA PTY LIMITED	FREIGHT CHARGES FOR WEEK ENDING 31/05/08	574.66
EFT103295		TOLL EXPRESS	FREIGHT COSTS FOR WEEK ENDING 25/05/08	206.14
EFT103296		TOP END MOTORS	55,000KM SERVICE ON 1CQN641	417.51
EFT103297		TOTAL EDEN - KP PUMPS	SPRINKLER HEADS FOR RETICULATION, SPRINKLER PARTS	758.62
EFT103298		TROPICAL PEST CONTROL	PEST INSPECTIONS OF SHIRE BUILDINGS	935.00
EFT103299		UHY HAINES NORTON (WA) PTY LTD	INTERIM BILLING FOR AUDIT 30/06/08	10,591.90
EFT103300		WA LOCAL GOVERNMENT ASSOCIATION	1ST VISIT OF WA ASSET MANAGEMENT PROGRAM	4,097.50
EFT103301		WESTRAC EQUIPMENT PTY LTD	REPLACEMENT PARTS CAT LOADER & SERVICE GRADER	716.09
EFT103302	26/06/2008	ALLGEAR MOTORCYCLES	STIHL CHAINSAW, HAND TOOLS	742.00
EFT103303		ATTORNEY-GENERAL'S DEPT AUSCHECK	ASIC SECURITY CHECKS FOR AIRPORT STAFF	744.00
EFT103304		AUSTRALIAN AIRPORTS ASSOCIATION	ANNUAL MEMBERSHIP SUBSCRIPTION KNX AIRPORT	2,843.50
EFT103305		AUSTRALIAN TAXATION OFFICE	BAS MAY 2008	62,841.00
EFT103306		BEAUREPAIRES (KUNUNURRA)	REPLACE TYRE ON GRADER, BATTERY WY11486	1,217.50
EFT103307		BOAB BOOKS	BOOKS FOR KUNUNURRA LOCAL COLLECTION	155.50
EFT103308		BOC GASES AUSTRALIAN LIMITED	RENTAL OF INDUSTRIAL GAS BOTTLES MAY 2008	220.30
EFT103309		BOSS FLUID POWER	BOXES OF SINGLE LEAF HAND TOWELS	324.96
EFT103310		BRANKO BP MOTORS	DIESEL PURCHASED MAY 2008	2,097.21
EFT103311		BUSH CAMP SURPLUS STORES	WORK SHORTS	402.95
EFT103312		BRUCE HARDING	REIMBURSEMENT OF ELECTRICITY SUBSIDY	21.88
EFT103313		CABCHARGE	CAB CHARGES MAY 2008	228.36
EFT103314		CHEMSEARCH	TRAFFIC CONES, WIPEOUT, DR. ZYME	1,255.82
EFT103315		CORPORATE EXPRESS	COLOURED PAPER AND STANLEY TRIMMER	58.10
EFT103316		COURIER AUSTRALIA	FREIGHT OF FIRE FIGHTING CLOTHING	204.65
EFT103317		DRYSDALE RIVER STATION	MAINTENANCE GRADE OF KALUMBURU ROAD	10,560.00
EFT103318		EAST KIMBERLEY HARDWARE	GALVANISED FENCE DROPPERS, MINOR TOOLS	1,126.65
EFT103319		FARMERS FRUIT & VEG – MART	CATERING DURING STAFF TRAINING AND MEETINGS	452.01

EFT103320		FEWSTER, KELLY	REIMBURSEMENT OF ELECTRICITY SUBSIDY	176.72
EFT103321		GARRARDS PTY LTD	200L THERMAL CARRIER II	1,608.82
EFT103322		GAULT, JOHN DOUGLAS	REIMBURSEMENT OF WATER SUBSIDY	90.95
EFT103323		IT VISION ITV	ONLINE TRAINING FOR REPORT MANAGER	165.00
EFT103324		JAB INDUSTRIES	HIRE ROLLER & 6 WHEEL TIPPER FOR FOOTPATH LINK	10,901.00
EFT103325		JASON SIGNMAKERS LTD	CYCLONE WARNING SIGNS & BRACKETS, TRAFFIC SIGNS	9,596.40
EFT103326		JSW HOLDINGS PTY LTD	HIRE OF MACHINERY FOR LINKPATH CONSTRUCTION	24,502.50
EFT103327		KIMBERLEY COMMUNICATIONS	TRAVEL & REPAIR RED FM RADIO SERVICE WYNDHAM	484.00
EFT103328		KIMBERLEY INDUSTRIES METALAND	GALV POSTS/METAL SLEEVES/RODS FOR STREET SIGNS	7,241.91
EFT103329		KIMBERLEY METAL RECYCLERS	DISPOSAL OF MEDICAL WASTE AND ASBESTOS MAY 08	396.00
EFT103330		KIMBERLEY STOCK-OLIVER	12 X NELSON SPRINKLERS WYNDHAM OVAL	1,834.35
EFT103331		KIMBERLEY TRACTOR SERVICES	MAJOR SERVICE & PARTS GRADER, REPAIR LOADER	1,679.38
EFT103332		KIMBERLEY WASTE SERVICES	MONTHLY CONTRACT REFUSE COLLECTION MAY 2008	58,764.98
EFT103333		KINGS CROWN INSTRUMENTATION & ELECT	REPLACE RELAY WYNDHAM RETICULATION	291.50
EFT103334		KUNUNURRA COURIERS	DELIVERY OF NEVERFAIL SPRING WATER	37.00
EFT103335		KUNUNURRA PANEL BEATING WORKS WA P/L	SUPPLY AND FIT NEW WINDSCREEN WY12478	302.50
EFT103336		KUNUNURRA PEST MANAGEMENT	ANNUAL TERMITE INSPECTION 3A DRYANDRA	110.00
EFT103337		KUNUNURRA SECURITY SERVICE	AIRPORT BAGGAGE AND SCREENING 07/05/08 - 20/05/08	16,139.20
EFT103338		KUNUNURRA VOLUNTEER FIRE BRIGADE	DONATION FOR GPS SYSTEM	1,000.00
EFT103339		LANDGATE	LAND TITLE SEARCHES FOR MAY 2008	142.40
EFT103340		LANGFORD MACHINERY PTY LTD	MAJOR SERVICE TO MF TRACTOR, REPLACE S/MOTOR	1,442.00
EFT103341		MEGAN HUNT	WEEKLY CLEANING OF WYNDHAM SHIRE FACILITIES	1,080.75
EFT103342		MT ELIZABETH STATION	GRADE OF MT ELIZABETH STATION ACCESS ROAD	3,300.00
EFT103343		OFFICE NATIONAL KUNUNURRA	COPY COUNT CHARGES FOR MAY 2008	2,102.30
EFT103344		ORD ELECTRICAL SPARES	JOINERS FOR ELECTRICAL CABLING AT AIRPORT	86.00
EFT103345		ORD RIVER ELECTRICS	MAJOR ELECTRICAL REPAIRS AT WYNDHAM POOL	6,841.68
EFT103346		ORIA ORCHARDS	WEEKLY DELIVERY OF FLOWERS TO ADMINISTRATION	15.00
EFT103347		PLANT HIRE SERVICES PTY LTD	HIRE DOZER 07/05/08-14/05/08 PARRY CREEK RD MTCE	5,923.50
EFT103348		RACHEL WORNES	REIMBURSEMENT OF ELECTRICITY SUBSIDY	155.40
EFT103349		REM	CD'S FOR GYM	397.00
EFT103350		ROGERS MACHINERY SERVICE	600 HOUR SERVICE TO 1AKA930 KUBOTA TRACTOR	1,438.80
EFT103351		SEARLES MECHANICAL REPAIRS	REPCO TORQUE SOCKET SET	50.00
EFT103352		STUBBS, PETER	PARKING EXPENSES WHILE AT CONFERENCE	89.63

EFT103353		SOUTHSIDE PAINTING SERVICE	PATCH AND PAINTING IN AIRPORT MANAGERS HOUSE	845.00
EFT103354		TELFORD INDUSTRIES	ACID STABILISER	237.60
EFT103355		THORLEY'S STORE	TRANSPORT AND DELIVERY OF SHIRE BAG MAY 08	434.50
EFT103356		TOLL EXPRESS	FREIGHT OF GOODS FOR WEEK ENDING 31/05/08	1,179.68
EFT103357		TOP END MOTORS	30000KM SERVICE FOR WY001	331.38
EFT103358		TOWNSVILLE ENGRAVING WORX	PLAQUES FOR BABY TREE PROGRAM	1,877.70
EFT103359		TRAVELWORLD KUNUNURRA	RETURN FLIGHTS FOR G DAY - WRITERS FESTIVAL	1,588.64
EFT103360		TROPICAL PEST CONTROL	PEST INSPECTIONS & TREATMENT ADMINISTRATION	275.00
EFT103361		VANDERFIELD MACHINERY PTY LTD	REPAIR OF 2 HYDRAULIC HOSES	131.54
EFT103362		WA LOCAL GOVERNMENT ASSOCIATION	ADVERTISING OF VACANT POSITIONS	3,962.58
EFT103363		WA LOCAL GOVERNMENT SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	17,680.35
EFT103364		WATER AND RIVERS COMMISSION	WATER QUALITY SAMPLE ANALYSIS	445.50
EFT103365		WESTERN LOCKSERVICE	KEYS FOR YOUTH CENTRE FOR TENANTS	851.60
EFT103366		WESTRAC EQUIPMENT PTY LTD	PURCHASE OF NEW LOADER	143,517.00
			<b>Total EFT Payments</b>	<b>787,972.12</b>
<b>Chq/EFT</b>	<b>Date</b>	<b>Name</b>	<b>Description</b>	<b>Amount</b>
38483	12/06/2008	BUSBY INVEST T/A BUDGET RENT A CAR	HIRE OF VEHICLE FOR 18/04/08-16/05/08	2,487.63
38484		DEPARTMENT OF TREASURY AND FINANCE	RECOVERIES OF LOST AND DAMAGED BOOKS	533.50
38485		HB DISPLAYS	WALL BRACKET FOR BROCHURE HOLDER	70.00
38486		HORIZON POWER	ELECTRICITY SUPPLIED	27,890.55
38487		MANTRA SOUTH BANK	ACCOMMODATION AND MEALS FOR E MCKINLAY-TRAINING	922.50
38488		PETER MANNERS	REFUND ON PLANNING FEE - NOT REQUIRED	300.00
38489		RAC GROUP ACCOUNTS	NEW VEHICLE NOMINATION FOR RAC WY11617	73.30
38490		VALERIA BAXTER	REFUND OF CAR BODY REMOVAL 05/05/08	65.00
38491		WATER CORPORATION	WATER USAGE CHARGES FOR WYNDHAM AIRPORT	3,888.55
38492	19/06/2008	ARGYLE DIAMOND MINE PTY LTD	REFUND - OVERPAYMENT OF BUILDING LICENCE	180.00
38493		DEPT FOR PLANNING & INFRASTRUCTURE	ANNUAL REGISTRATION FOR 1CIU595	209.40
38494		EWIN CENTRE CHILDREN SERVICES	REPAIR LEAKING TAPS - REIMBURSEMENT	50.50
38495		FRANK RODRIGUEZ	RETURN OF BOND FOR ASIC CARD	50.00
38496		GESB SUPER	SUPERANNUATION CONTRIBUTIONS	220.72
38497		GREAT EASTERN MOTOR LODGE	ACCOMMODATION FOR R BAIRSTOW	147.50
38498		HORIZON POWER	ELECTRICITY SUPPLIED TO KELLY'S KNOB	71.30



		DIRECT DEBIT	RENT 12/33 KONKERBERRY DRIVE KUNUNURRA	1,516.66
		DIRECT DEBIT	BANK FEES	204.30
		DIRECT DEBIT	BILL EXPRESS	27.50
		DIRECT DEBIT	MERCHANT FEES	697.38
		DIRECT DEBIT	VISA PAYMENT	17,597.26
		DIRECT DEBIT	WESTNET P/L	499.54
			<b>TOTAL DIRECT DEBIT PAYMENTS</b>	<b>20,542.64</b>

## 12.1.2. Monthly Financial Report

<b>DATE:</b>	17 June 2008
<b>PROPONENT:</b>	Shire of Wyndham East Kimberley
<b>LOCATION:</b>	Shire of Wyndham East Kimberley
<b>AUTHOR:</b>	Amanda McLean, Manager Financial Services
<b>REPORTING OFFICER:</b>	Jo-Anne Ellis, Executive Manager Corporate Services
<b>FILE NO:</b>	60.14.04
<b>ASSESSMENT NO:</b>	N/A

### **PURPOSE**

For Council to note and accept the Monthly Financial Report for May 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**

Nil

## **ATTACHMENTS**

*Attachment 1: Rate Setting Statement as at 31 May 2008*

*Attachment 2: Net Current Assets as at 31 May 2008*

*Attachment 3: Explanation of Material Variances as at 31 May 2008*

*Attachment 4: Municipal Bank Reconciliation as at 31 May 2008*

## **VOTING REQUIREMENT**

Simple Majority

## **OFFICER'S RECOMMENDATION**

That Council accept the Monthly Financial Reports for month end of May 2008.

## **COUNCIL DECISION**

**Minute No. 8287**

**Moved: Cr J Moulden**

**Seconded: Cr D Ausburn**

***That Council accept the Monthly Financial Reports for month end of May 2008.***

**Carried Unanimously 8/0**

## Shire of Wyndham East Kimberley Rate Setting Statement

As at 31 May 2008

	2007/08 Adopted Budget	Budget Review Projected Budget	YTD Budget 31 May 2008	YTD Actual 31 May 2008	Variance Budget less Actual
	\$	\$	\$	\$	\$
<b>Operating</b>					
<i>Recurrent Revenue - Excluding Rates</i>					
Governance	85,050	89,950	69,299	71,823	(2,524)
General Purpose Funding	3,690,170	3,665,670	3,720,920	3,758,975	(38,055)
Law, Order, Public Safety	82,675	84,675	56,437	62,903	(6,466)
Health	142,600	142,600	131,077	126,452	4,625
Education and Welfare	686,523	1,109,023	89,904	114,169	(24,265)
Housing	825,342	71,929	66,356	64,811	1,545
Community Amenities	1,510,100	1,809,600	1,403,869	1,391,281	12,588
Recreation and Culture	442,400	428,400	334,411	357,212	(22,801)
Transport	109,000	1,092,310	1,082,310	1,114,420	(32,110)
Economic Services	141,873	292,873	175,330	255,718	(80,389)
Other Property and Services	1,561,304	1,736,904	1,714,238	1,692,789	21,449
Airport Operations	1,947,351	2,386,351	1,637,068	2,145,963	(508,895)
	11,224,388	12,910,285	10,481,219	11,156,517	(675,298)
<i>Recurrent Expenditure</i>					
Governance	(838,378)	(793,378)	(837,625)	(810,282)	(27,343)
General Purpose Funding	(293,776)	(261,776)	(231,231)	(283,546)	52,315
Law, Order, Public Safety	(372,021)	(420,021)	(326,591)	(374,666)	48,075
Health	(390,073)	(397,073)	(333,643)	(387,367)	53,724
Education and Welfare	(341,969)	(346,669)	(304,887)	(293,608)	(11,279)
Housing	(175,308)	(168,808)	(160,950)	(200,238)	39,288
Community Amenities	(2,318,871)	(2,525,871)	(1,901,621)	(1,959,974)	58,353
Recreation & Culture	(2,796,266)	(3,052,066)	(2,431,712)	(2,715,452)	283,740
Transport	(2,914,235)	(3,469,235)	(2,729,624)	(2,999,748)	270,124
Economic Services	(612,066)	(765,466)	(538,263)	(584,866)	46,603
Other Property and Services	(74,990)	(12,590)	69,676	111,318	(41,642)
Airport Operations	(1,780,344)	(1,930,644)	(1,505,587)	(1,581,767)	76,180
	(12,908,296)	(14,143,596)	(11,232,059)	(12,080,197)	848,138

# Shire of Wyndham East Kimberley Rate Setting Statement

As at 31 May 2008

	2007/08 Adopted Budget	Budget Review Projected Budget	YTD Budget 31 May 2008	YTD Actual 31 May 2008	Variance Budget less Actual
	\$	\$	\$	\$	\$
<b>Capital</b>					
<i>Sale of Assets / Land Held for Resale</i>	3,413,000	3,335,500	2,398,000	2,084,587	313,413
<i>Capital Grants/Contributions</i>	3,103,080	3,262,080	1,108,580	817,205	291,375
	6,516,080	6,597,580	3,506,580	2,901,792	604,788
<b>Capital Expenditure (by Class)</b>					
Land and Buildings	(1,782,400)	(1,133,400)	(901,398)	(950,157)	48,759
Infrastructure Assets - Roads	(2,974,200)	(3,211,900)	(929,000)	(913,318)	(15,682)
Infrastructure Assets - Other	(2,916,890)	(2,815,660)	(1,706,483)	(428,513)	(1,277,970)
Plant and Equipment	(944,000)	(1,102,814)	(551,913)	(623,331)	71,418
Furniture and Equipment	(95,000)	(95,000)	(92,000)	(83,295)	(8,705)
	(8,712,490)	(8,358,774)	(4,180,794)	(2,998,613)	(1,182,181)
<b>Adjustments</b>					
Debenture Principal Repayments	(174,039)	(174,039)	(145,487)	(144,151)	(1,336)
Proceeds from New Debentures	250,000	250,000	-	-	-
Community Loans	16,224	16,224	14,337	32,854	(18,518)
Transfers from Reserves	689,155	718,969	-	-	-
Transfers to Reserves	(1,263,289)	(2,204,289)	-	-	-
	(481,949)	(1,393,135)	(131,151)	(111,297)	(19,853)
<b>Adjustments and Accruals</b>					
Depreciation	2,704,800	2,704,800	2,118,975	2,479,400	(360,425)
Accruals	-	-	(140,604)	(140,604)	(0)
Profit/Loss on Sale of Assets	(2,964,676)	(2,928,863)	(1,688,638)	(1,688,638)	(0)
Opening Funds - (Deficit) Surplus	498,317	971,686	498,317	971,686	(473,369)
Closing Funds - (Deficit) Surplus	218,366	754,175	3,574,038	4,767,288	(1,193,250)
Amount Raised from Rates	4,342,193	4,394,193	4,342,193	4,277,242	64,951

## Shire of Wyndham East Kimberley

Notes to Statement of Financial Activity  
For the Period Ended 31 May 2008

Note 1.	Net Current Assets	YTD Actual 2007/08 \$	Brought Forward 1 July 2007 \$
	<i>Composition of Net Current Asset Position</i>		Audited
	<b>Current Assets</b>		
	Cash - Unrestricted	1,750,008	891,342
	Cash - Reserves	5,056,161	3,167,572
	Cash - Restricted Unspent Grants		
	Investments - Restricted		
	Receivables	1,977,750	964,261
	Inventories	11,325	13,143
	Land Held for Resale	-	-
		8,795,244	5,036,317
	<i>Less</i>		
	<b>Current Liabilities</b>		
	Payables	(860,386)	(897,059)
		(860,386)	(897,059)
	<i>Less</i>		
	<b>Restricted Reserves</b>		
	Cash	(3,167,572)	(3,167,572)
	Investments	-	-
		-	-
	<b>Net Current Asset Position</b>	4,767,287	971,686

## Shire of Wyndham East Kimberley

### Notes to Statement of Financial Activity

For the Period Ended 31 May 2008

#### Explanation of Material Variances

Variances +/- \$80,000

##### Operating

###### Recurrent Revenue - Excluding Rates

###### *Airport Operations \$508,895 additional revenues*

This increased income relates to Head Tax (\$160,000), Landing Fees (\$172,000) and unbudgeted income of \$200,000 from Passenger Screening Fees. Offset by a reduction of \$28,000 in fuel sales at Wyndham Airport due to previous lessee no longer purchasing fuel.

These variances were included in the Budget Review adopted by Council on 18 March 2008

###### Recurrent Expenditure

###### *Recreation & Culture \$283,740 additional expenditure*

Additional spending has occurred in Salaries & Wages across all sections in Recreation.

This is a partially related to increase services across these areas.

###### *Transport \$270,124 additional expenditure*

There is a material variance in Transport due to seasonal expenditure in the areas of Road Maintenance and Drainage Maintenance prior to the Wet Season exceeding expectations. This will result in a \$300,000 spend over original budget as per Budget Review adopted by Council on 18 March 2008.

These variances were included in the Budget Review adopted by Council on 18 March 2008

##### Capital

###### Sale of Assets / Land Held for Resale

###### *\$313,413 less revenue*

There is a material variance in Sale of Assets / Land held for resales due to the sale of the Ewin Centre not being finalised to date as estimated when budgeting.

This is offset by additional unbudgeted revenues for sale of plant of \$62,500 (as per Budget Review)

Increased revenue from sale of parks of \$150,000 and Airport Land of \$120,000

These variances were included in the Budget Review adopted by Council on 18 March 2008

###### Capital Grants / Contributions

###### *\$291,375 less revenue*

There is material variance in Capital Grants / Contributions due to some capital grants having not been received as estimated when budgeting due to project delays

###### Capital Expenditure (by Class)

###### *Infrastructure Assets – Other \$1,277,970 less expenditure*

There is a material variance in Capital Expenditure due to projects that have been budgeted for completion have not yet been finished in the areas of Community Amenities \$60,000, Recreation and Culture \$512,311 and Airport \$705,659.

##### Adjustments

There are no material variances requiring explanation

##### Adjustments and Accruals

There is a material variance in our opening surplus due to the finalisation of audited figures by audit which increase the estimated opening funds figure.

*Attachment 4: Municipal Bank Reconciliation as at 31 May 2008*

Shire of Wyndham East Kimberley  
BANK RECONCILIATION AS AT 31 May 2008

Balance as per Municipal Fund Bank Account (131)	1,234,601.16
<b>Add</b>	
Outstanding Cheques	17,265.30
Deposits in bank not in GL	
Bill Express Received May Receipted June	2,188.28
EFT LC Banked May Receipted June	464.00
<b>Less</b>	
Outstanding Deposits	
- Kununurra Banking Receipted May will clear June	3,681.95
-Wyndham Receipting Banking May will clear in June	158.00
Visa card transactions for Feb – April (TP) yet to be entered - waiting receipts	1,326.70
Visa card payment 5/5/08 waiting on receipts	530.82
<b>Account 131 Adjusted total</b>	<b>1,248,821.27</b>
Balance as per Trading Account as per bank statement	1,248,821.27
<b>Variance</b>	<b><u>0.00</u></b>

### 12.1.3. Rates Write Off – Policy F12

<b>DATE:</b>	15 July 2008
<b>PROPONENT:</b>	Shire of Wyndham East Kimberley
<b>LOCATION:</b>	N/A
<b>AUTHOR:</b>	Kathy Linthorne, Finance Officer
<b>REPORTING OFFICER:</b>	Jo-Anne Ellis, Executive Manager Corporate Services
<b>FILE NO.</b>	61.23.03
<b>ASSESSMENT NO:</b>	N/A

#### **PURPOSE**

For Council to write off the value of \$72.39 in outstanding rates and penalties as required by Policy F12 – Rate Collection Policy

#### **BACKGROUND**

On 22 January 2008 Council reviewed and adopted the current F12 Rate Collection Policy.

The objective of this policy is “To establish a uniform approach to the collection of rates and to minimise Council’s outstanding rate debtors.” This policy states “That properties with outstanding rates of \$20.00 or less be written off and this write off reported to Council”.

Council decision at Ordinary Council Meeting of 17 June 2008 noted a write-off of small balances to the value of \$1,014.51 for the period of 1 July 2007 to 6 June 2008.

#### **STATUTORY IMPLICATIONS**

##### **Local Government Act 1995**

6.12 Power to defer, grant discounts, waive or write off debts

(1) Subject to subsection (2) and any other written law, a local government may –

- (a) when adopting the annual budget, grant\* a discount or other incentive for the early payment of any amount of money;
- (b) waive or grant concessions in relation to any amount of money; or
- (c) write off any amount of money,

which is owed to the local government.

*\*absolute majority required*

(2) Subsection (1)(a) and (b) do not apply to an amount of money owing in respect of rates and service charges.

#### **POLICY IMPLICATIONS**

On 22/1/08 Council reviewed and adopted Rate Collection Policy – F12.

This Policy states:

- That properties with outstanding rates of \$20.00 or less be written off and this write off reported to Council.

- The Chief Executive Officer be given delegated authority to initiate the necessary action under this policy (with the exception of the sale, or the reverting of property back to the Shire).

### **FINANCIAL IMPLICATIONS**

Council incurred an expense of \$70.36 as a write off (\$2.03 in ESL penalties is an expense to FESA).

### **STRATEGIC IMPLICATIONS**

Nil

### **COMMENT**

A report generated for the period 7 June 2008 to 30 June 2008, indicated that there were a total of 24 properties with an outstanding balance of \$20.00 or less.

The total value of \$72.39 that has been written off consists of rates of \$3.07, penalty interest of \$67.29 and ESL penalties of \$2.03.

The highest value written off against any individual property was \$12.57.

This completes the small balance write offs under Policy F12 - Rate Collection for financial year 2007/2008.

### **ATTACHMENTS**

Nil

### **VOTING REQUIREMENT**

Simple majority

### **RECOMMENDATION**

That Council note that a total value of \$72.39 has been written off in accordance with Policy F12 Rate Collection Policy.

### **COUNCIL DECISION**

**Minute No. 8288**

**Moved: Cr K Wright**

**Seconded: Cr J Moulden**

***That Council note that a total value of \$72.39 has been written off in accordance with Policy F12 Rate Collection Policy.***

**Carried Unanimously 8/0**

## 12.2. ENGINEERING SERVICES

### 12.2.1. Proposed Private Pipeline Easement – Farm Hill Road, Kununurra

<b>DATE:</b>	15 July 2008
<b>PROPONENT:</b>	Shire of Wyndham East Kimberley
<b>LOCATION:</b>	Kununurra
<b>AUTHOR:</b>	Alex Douglas, Executive Manager Engineering and Regulatory Services
<b>REPORTING OFFICER:</b>	Alex Douglas, Executive Manager Engineering and Regulatory Services
<b>FILE NO:</b>	01.0107.11
<b>ASSESSMENT NO:</b>	A0107

Cr Wright declared a financial interest in item 12.2.1 - Proposed Private Pipeline Easement – Farm Hill Road, Kununurra, as he has minor financial interest in the company in question.

*Cr K Wright left the meeting at 6.10pm.*

#### **PURPOSE**

For Council to consider a request to provide an easement for an installed irrigation pipeline within the unconstructed portion of Farm Hill Road abutting Lot 257.

#### **BACKGROUND**

Several months ago, Tropical Forestry Services sought information on the possible use of a section of road reserve abutting one of their properties for the installation of a pump station, and pipelines to serve a plantation to be developed.

After inspecting the location TFS were advised that there was no need for them to install any of their infrastructure within the road reserve as there was adequate space within their land. The Executive Manager Engineering and Regulatory Services is aware that they received similar advice from the staff of Ord Irrigation Co-operative.

#### **STATUTORY IMPLICATIONS**

The installation of non-public authority/utility pipes or services not authorised by State or Federal Governments (eg telecommunications providers) within road reserves requires the approval of the relevant local authority.

#### **POLICY IMPLICATIONS**

There are no specific policies relating to this report.

#### **FINANCIAL IMPLICATIONS**

There are no financial implications associated with the Managers' Recommendation.

#### **STRATEGIC IMPLICATIONS**

N/A

## **COMMENT**

About four weeks ago we were approached by TFS to be advised that their contractor had installed a section of the pipeline within the road reserve and were seeking advice on what could be done. They were requested to mark the location of the pipeline for the area to be inspected.

The location has been marked and the area inspected. The locality map indicates the location of the encroachment.

Whilst it is not uncommon for private pipelines to be located within road reserves is it on the basis of prior approval from the relevant agencies (e.g. private rising sewer mains are approved by Water Corporation and the Shire).



There are two options for Council's consideration of this matter: -

- a) 'exchange of letters' to permit the pipe to be located within the road reserve on the proviso that should any damage be sustained to the pipeline or should construction of the road require the pipe to be relocated the cost would be borne by the owner of the pipeline.
- b) require TFS to relocate the pipeline within their property.

A representative of Ord Irrigation Co-operative (OIC) has advised that they had observed the trenching for the pipeline and the contractor had been advised that the trenching was well within the road reserve.

## **ATTACHMENTS**

Nil

## **VOTING REQUIREMENT**

Simple Majority

## **MANAGERS' RECOMMENDATION**

That Council advise Tropical Forestry Services that the pipe line is to be relocated within their land and that the land within the road reserve be reinstated.

## **COUNCIL DECISION**

Minute No. 8290

Moved: Cr D Ausburn

Seconded: Cr J Buchanan

*Cr K Wright be allowed back into the meeting for consideration of the item 12.2.1 in which he declared a financial interest.*

**Carried Unanimously 7/0**

*Cr K Wright entered the meeting at 6.11pm*

## **COUNCIL DECISION**

Minute No. 8291

Moved: Cr F Mills

Seconded: Cr P Caley

*That Council advise Tropical Forestry Services that the pipe line is to be relocated within their land and that the land within the road reserve be reinstated.*

**Carried 6/2**

**NOTE: Cr K Wright requested that the votes for and against the motion be recorded.**

**For:**

**Cr D Ausburn**

**Cr J Buchanan**

**Cr K Wright**

**Cr P Caley**

**Cr J Parker**

**Cr F Mills**

**Against:**

**Cr R Addis**

**Cr J Moulden**

*Mr Bevan Spackman, Mrs Bernice Spackman and Mr Darren Spackman entered the meeting at 6.12pm*

## 12.2.2. Modified Roadworks Program – 2007/08

<b>DATE:</b>	15 July 2008
<b>PROPONENT:</b>	Shire of Wyndham East Kimberley
<b>LOCATION:</b>	Kununurra
<b>AUTHOR:</b>	Alex Douglas, Executive Manager Engineering and Regulatory Services
<b>REPORTING OFFICER:</b>	Alex Douglas, Executive Manager Engineering and Regulatory Services
<b>FILE NO:</b>	66.56.13, 66.56.14, 66.56.17
<b>ASSESSMENT NO:</b>	N/A

### **PURPOSE**

For Council to consider amending the adopted 2007/08 Capital Roadworks Program due to tendered rates for three projects exceeding budget estimates.

### **BACKGROUND**

The 2007/08 Road Program included three projects involving major reconstruction to either rectify poor surface conditions or improve finished levels relative to property boundaries and stormwater drainage.

The three projects are: -

- Coolibah Drive (Messmate Way to Ivanhoe Road – south leg) – \$800,000  
760 metres in length
- Konkerberry Drive (Nutwood Avenue to Leichhardt Street) - \$300,000  
210 metres in length
- Silverbox-Calytrix Avenue (Cassia Street to Mistletoe Avenue) - \$250,000  
190 metres in length

Tenders were invited from the pre-selected panel of civil works contractors and three tenderers submitted prices. All submissions ranged from 50% to 100% over the budget estimates. In discussion with the delegated Tender Evaluation Panel it was agreed to re-invite tenders allowing for alternate construction techniques to allow for the contractors to identify possible cost savings in the projects.

Alternate tenders were submitted by two contractors. Summaries of the tenders received are provided as attachments. The tenderers have provided considerable effort to consider and submit both original and alternate tenders however the alternate tender option did not go beyond some modification of pavement reconstruction and other options suggested by the Shire (e.g. use of standard kerb profile in lieu of kerb and channel profile, use of Council's approved bitumen sealing works contractor (rate plus 10%) etc).

The end result is that the projects remain well over the budget estimates and still translate in to reconstruction works costing approximately \$1.6 million per kilometre.

### **STATUTORY IMPLICATIONS**

Tenders were invited from the accepted Panel of Civil Works Contractors in accordance with the provisions of the Local Government (Functions and General) Regulations 1995.

### **POLICY IMPLICATIONS**

There are no specific policies relating to this report.

## **FINANCIAL IMPLICATIONS**

The combined funds anticipated for the three projects is \$1.35 million.

Based on the Managers recommendation the funds would be allocated to the highest priority project being Coolibah Drive. The decision for the preferred contractor is based on the original tender round, and is summarised below.

Tender T13-2007/08 – Coolibah Drive

JSW Holdings	\$1,124,031
Plant Hire Services	\$1,630,768
Riverlea Corporation	\$1,402,808

There are a number of omissions from the original JSW Holdings tender however the estimated value of these items is less than the difference between the lowest and second lowest tenders.

The project funding is from the Roads to Recovery (Auslink) program and where the negotiated value is less than the \$1.35 million the funds will be available for other capital road works as determined by Council within the 2008/09 financial year.

Tender submissions for the two other projects are summarised as follows: -

Tender T14-2007/08 – Konkerberry Drive

JSW Holdings	\$580,900
Plant Hire Services	\$954,015
Riverlea Corporation	\$719,340

Tender T17-2007/08 – Silverbox-Calytrix Avenue

JSW Holdings	did not tender
Plant Hire Services	\$695,432
Riverlea Corporation	\$507,655

## **STRATEGIC IMPLICATIONS**

Not applicable

## **COMMENT**

In considering the priority of the projects it is self-evident that Coolibah Drive is the highest priority due its traffic volumes, abutting public facilities, surface roughness, varying road width and surface drainage issues.

Both Konkerberry Drive and Silverbox-Calytrix Avenue projects are retro-fitting standard urban road design in to an older urban environment. Both locations have stormwater drainage issues. Konkerberry Drive has higher traffic volumes, but Silverbox-Calytrix Ave links in to Pindan Avenue which Council has indicated a preference to upgrade with the imminent upgrading of the local park.

The combined budget allocation of \$1.35 million is proposed to be allocated to Coolibah Drive with the extent of works modified to manage the available funds (Roads to Recovery – Commonwealth).

The proposal is to accept a preferred contractor and negotiate the extent of works and final design within the intent of the original specification.

For example the negotiations will include items such as: -

- the original specification proposed retaining but not using the existing stormwater pipe system. The installation of new pipes is still intended but to also utilise the existing pipes,
- the proposal will be to use the Shire's bitumen sealing works contractor with a management fee for the roadworks contractor,
- the range of kerb profiles will be assessed to reduce the cost,
- access for the proposed joint-use FESA facility to be located on the west side of the St John Ambulance Centre will be incorporated in to the works.

### **ATTACHMENTS**

1. Summary of all tenders – under separate confidential cover.

### **VOTING REQUIREMENT**

Simple Majority

### **MANAGERS' RECOMMENDATION**

That Council: -

1. accept JSW Holdings as the preferred tenderer for the reconstruction of Coolibah Drive between Messmate Way and Ivanhoe Road, and
2. delegate to the Chief Executive Officer the authority to accept a negotiated tender up to \$1.35 million.
3. reject tender submissions for T14-2007/08 (Konkerberry Drive) and T17-2007/08 (Silverbox-Calytrix Avenue).

### **COUNCIL DECISION**

Minute No. 8293

Moved: Cr D Ausburn

Seconded: Cr K Wright

*That Council: -*

1. *accept JSW Holdings as the preferred tenderer for the reconstruction of Coolibah Drive between Messmate Way and Ivanhoe Road, and*
2. *delegate to the Chief Executive Officer the authority to accept a negotiated tender up to \$1.35 million.*
3. *reject tender submissions for T14-2007/08 (Konkerberry Drive) and T17-2007/08 (Silverbox-Calytrix Avenue).*

**Carried Unanimously 8/0**

### 12.2.3. Memorandum of Understanding – FESA/Wyndham VES

<b>DATE:</b>	15 July 2008
<b>PROPONENT:</b>	Fire and Emergency Services Authority (FESA)
<b>LOCATION:</b>	Wyndham
<b>AUTHOR:</b>	Alex Douglas, Executive Manager Engineering and Regulatory Services
<b>REPORTING OFFICER:</b>	Alex Douglas, Executive Manager Engineering and Regulatory Services
<b>FILE NO:</b>	32.13.12
<b>ASSESSMENT NO:</b>	N/A

#### **PURPOSE**

This Memorandum of Understanding (hereinafter referred to as the MOU) is intended to identify and document the respective roles and responsibilities of the Wyndham VES Unit Volunteers, the Shire of Wyndham East Kimberley and the Fire and Emergency Services Authority of Western Australia (FESA), as considered necessary to establish, maintain and support the Wyndham VES Unit. The MOU also outlines the reporting structure and compliance requirements to which the Wyndham VES Unit members have agreed to adhere.

#### **BACKGROUND**

Council adopted to enter into a MOU for this purpose on 22 April 2003 with Minute Number 6274.

That MOU has been in place for the past 5 years and the first five year period has expired. The attached MOU is proposed to replace the previous one by the taking up of the second five year option.

There are no changes to the MOU recommended by FESA except for the names of signatories.

The Shire President requested the MOU be presented to Council for consideration.

#### **STATUTORY 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.

#### **POLICY IMPLICATIONS**

Nil

#### **FINANCIAL IMPLICATIONS**

There are no financial implications associated with the Manager's Recommendation.

#### **STRATEGIC IMPLICATIONS**

Nil

## **COMMUNITY CONSULTATION**

Nil

## **COMMENT**

The MOU is seen as an administrative function particularly given it was previously adopted by Council. The original MOU allowed for a five year option in Clauses 12 and 13 as follows: -

### ***12. DURATION AND AMENDMENT***

*The terms of this MOU will remain in force for a period of five years with an option to extend for a further five years by agreement of all parties or until it is terminated.*

*This Agreement shall not be altered varied or modified in any respect except by agreement in writing.*

### ***13. AMENDMENT***

*This document may not be amended without the written consent of all three parties to the document.*

The initial thoughts of staff were to amend the wording of the MOU however it considered that the signing of the MOU is substantially a formality to continue the existing arrangement and therefore the appropriate effort to reword the document should be in five years time.

It is recommended that Council's Delegations Register be amended to enable the Chief Executive Officer to sign and make MOU's as required for what might be regarded as operational arrangements, to avoid the need to add Councils Agenda items about such matters and to allow Councillors and staff to focus on higher order matters. A schedule of MOU's has been created and attached to Councils lease register to enable regular review by Council's Audit Committee.

## **ATTACHMENTS**

1. MOU as presented by FESA

## **VOTING REQUIREMENT**

Simple Majority

## **RECOMMENDATION**

That Council, subject to the deletion of the words "with an option to extend for a further five years by agreement of all parties" in Clause 12, Paragraph 1:

1. Authorise the Shire President and Chief Executive Officer to sign the Memorandum of Understanding (Five Year Extension Option) on behalf of the Shire of Wyndham East Kimberley, and
2. Amend the Delegations Register to authorise the Chief Executive Officer (and Shire President as required) to sign renewals of memoranda of understanding where there is no substantive change to the intent of the memoranda or where the memorandum is to enable a project or event to take place that is within the delegated authority of the Chief Executive Officer.

## **COUNCIL DECISION**

Minute No. 8294

Moved: Cr D Ausburn

Seconded: Cr K Wright

*That Council, subject to the deletion of the words "with an option to extend for a further five years by agreement of all parties" in Clause 12, Paragraph 1:*

- 1. Authorise the Shire President and Chief Executive Officer to sign the Memorandum of Understanding (Five Year Extension Option) on behalf of the Shire of Wyndham East Kimberley, and*
- 2. Amend the Delegations Register to authorise the Chief Executive Officer (and Shire President as required) to sign renewals of memoranda of understanding where there is no substantive change to the intent of the memoranda or where the memorandum is to enable a project or event to take place that is within the delegated authority of the Chief Executive Officer.*

**Carried Unanimously 8/0**

**MEMORANDUM OF UNDERSTANDING**

between the

**WYNDHAM FIRE AND EMERGENCY SERVICES UNIT**

and

**SHIRE OF WYNDHAM EAST KIMBERLEY**

and

**FIRE AND EMERGENCY SERVICES AUTHORITY OF  
WESTERN AUSTRALIA**

for

**THE ESTABLISHMENT, MAINTENANCE AND SUPPORT OF  
THE  
WYNDHAM VES UNIT**

## 1. PURPOSE

This Memorandum of Understanding (hereinafter referred to as the MOU) is intended to identify and document the respective roles and responsibilities of the Wyndham VES Unit Volunteers, the Shire of Wyndham East Kimberley and the Fire and Emergency Services Authority of Western Australia (FESA), as considered necessary to establish, maintain and support the Wyndham VES Unit. The MOU also outlines the reporting structure and compliance requirements to which the Wyndham VES Unit members have agreed to adhere.

## 2. FESA

This MOU will support FESA's mission, vision and values:

Mission: **In partnership with the people of Western Australia to:**

- **Improve community safety practices; and**
- **Provide timely, quality and effective emergency services.**

Vision: A safer community.

Values: Put the community first;  
Work together as a committed team;  
Respect and value each other;  
Continuously improve our service;  
Act with integrity and honesty;  
Have open and honest two-way communications.

## 3. SHIRE OF WYNDHAM EAST KIMBERLEY

"The Last Frontier"

## 4. DEFINITIONS

<b>VFRS</b>	Volunteer Fire and Rescue Services Brigade
<b>FESA</b>	Fire and Emergency Services Authority of Western Australia
<b>VES Unit</b>	A VES Unit is an emergency services unit, established under Part 3C of the <i>Fire and Emergency Services Authority of Western Australia Act 1998</i> .
<b>VES Unit OIC</b>	The Officer in Charge of a VES Unit.
<b>MOU</b>	Memorandum of Understanding. The documented agreement between the parties who are signatories to the document.
<b>SES</b>	State Emergency Services

## 5. MOU OBJECTIVES

- (5.1) To formally amalgamate the Wyndham SES Unit and the Wyndham VFRS Brigade into one multi-skilled and multi-functional emergency services unit.

- (5.2) To officially establish a VES Unit pursuant to Part 3 of the *Fire and Emergency Services Authority of Western Australia Act 1998* to be legally known as the *Wyndham Fire and Emergency Services Unit* and to operate under the name of the *Wyndham VES Unit*.
- (5.3) To formally deregister the Wyndham SES Unit and the Wyndham VFRS Brigade in accordance with the appropriate statutes that established the said organisations and all other matters pertaining thereto.
- (5.4) To establish an agreement between FESA and the Shire of Wyndham East Kimberley under Part 3 Section 12(2)(e) and (f) of the *Fire and Emergency Services Authority of Western Australia Act 1998*, to ensure the members of the Wyndham VES Unit are supported, trained, equipped and capable of providing both SES and VFRS roles during an emergency incident and otherwise.

These roles are to include:

- road accident rescue;
- air search observation;
- land search and rescue;
- storm damage relief;
- cliff rescue;
- cyclone response;
- communications;
- structural firefighting;
- bush firefighting;
- community safety education; and
- hazardous materials.

- (5.5) To document an agreed reporting structure for the Wyndham VES Unit.
- (5.6) To clearly identify the responsibilities and obligations to be undertaken by all parties identified in the MOU.

## **6. ACKNOWLEDGMENTS AND UNDERTAKINGS BY FESA**

### **(6.1) Establishment of the Wyndham VES Unit**

Upon the formal acceptance of this MOU by the proposed representative of the Wyndham VES Unit, the Shire of Wyndham East Kimberley and FESA, FESA shall initiate all relevant legal requirements to formally establish the VES Unit in accordance with the *Fire and Emergency Services Authority of Western Australia Act 1998*.

### **(6.2) Support Group**

FESA will ensure the establishment of the Wyndham VES Unit Support Group. The Support Group will be responsible for determining operational, financial and administration requirements for the Wyndham VES Unit (refer to Section 9 of this MOU). The Wyndham VES Unit Support Group will comprise:

- Wyndham VES Unit Officer in Charge;
- Wyndham VES Unit Training Officer (Second Officer in Charge);
- Shire of Wyndham East Kimberley Representative;
- VES Unit Regional Director;
- VES Unit District Manager/s; and
- VES Unit Facilitator.

### **(6.3) Financial and Compliance Requirement**

FESA will:

- (6.3.1) Undertake all financial obligations associated with the establishment, operations, maintenance and management of the Wyndham VES Unit. This includes administering the Emergency Services Levy on behalf of the Shire of Wyndham East Kimberley. The levy will fund the following:
  - (6.3.1.1) The provision and maintenance of the Wyndham VES Unit premises. These premises are located at 20 Pauls Way, Wyndham, Western Australia.
  - (6.3.1.2) The maintenance of the Wyndham VES Unit assets.
  - (6.3.1.3) The provision of fuel cards to cover the fuel costs associated with the use of Wyndham VES Unit vehicles, when the vehicles are used for VES Unit activities.
  - (6.3.1.4) The provision and maintenance of both operational and non-operational uniforms for the use of Wyndham VES Unit volunteers. The specific design, style and colour of the uniforms, and the wording or logos used on the uniforms, will be consistent with those of all other Western Australian VES Units. FESA is responsible for ordering and purchasing the uniforms.
  - (6.3.1.5) The provision, application and maintenance of signage to all new and existing equipment, vehicles and buildings to be utilised by the Wyndham VES Unit for emergency services purposes.
  - (6.3.1.6) The cost of utilities used at the Wyndham VES Unit premises for the purpose of Wyndham VES Unit activities. This includes telephone calls, electricity and gas.
- (6.3.2) Undertake to provide all capital requirements on a replacement basis;
- (6.3.3) Coordinate the registration of the Wyndham VES Unit's Australian Business Number, Goods and Services Tax requirements, Income Tax Exempt Charity endorsement and Deductible Gift Recipient endorsement with the Australian Taxation Office;
- (6.3.4) Coordinate and obtain all relevant concessions applicable to the Wyndham VES Unit including exemptions where appropriate;
- (6.3.5) Undertake to provide all relevant insurance policies necessary including personal accident cover for all registered volunteer members of the Wyndham VES Unit, property and business interruption cover for all assets owned by the Wyndham VES Unit, motor vehicle cover for all vehicles registered in the name of the Wyndham VES Unit and insurance for the Wyndham VES Unit premises; and

(6.3.6) Provide the Wyndham VES Unit with guidance in relation to the administration and financial management of its affairs through appropriate policies and procedures.

(6.4) Training

The provision of appropriate emergency services training to ensure Wyndham VES Unit volunteers are capable of fulfilling the emergency services roles as defined in section 8.1 of this MOU. The training requirements will be determined by the Wyndham VES Unit Support Group and the training will be facilitated by FESA. FESA will ensure at least two members of the Wyndham VES Unit are trained in FESA's incident dispatch system and post incident reporting system.

(6.5) Peer Support

FESA will provide peer support services to any Wyndham VES Unit volunteer and his or her family members who may request such a service after experiencing trauma or distress.

(6.6) Register of VES Unit Volunteer Members

FESA will maintain a register containing the details of the Wyndham VES Unit members. This register will include personal, training and incident attendance information.

## **7. ACKNOWLEDGMENTS AND UNDERTAKINGS BY THE SHIRE OF WYNDHAM EAST KIMBERLEY**

(7.1) The Shire of Wyndham East Kimberley will assist the Wyndham SES and the Wyndham VFRS to deregister, in accordance with governing statutes that are applicable, and will assist the said organisations to wind up (including the winding up of financial affairs) with the transfer of all assets and liabilities to the new VES Unit upon ratification by FESA.

(7.2) The Shire of Wyndham East Kimberley will actively promote the Wyndham VES Unit and its activities within the Shire of Wyndham East Kimberley through local media, community events and general information dissemination. The Shire will be able to demonstrate tangible evidence of this promotion to the Wyndham VES Unit volunteers and to FESA.

(7.3) The Shire of Wyndham East Kimberley will actively participate in, and assist the Wyndham VES Unit members to participate in, at least two of FESA's community safety campaigns (for example, Winter Safe, Storm Safe, Summer Safe etc).

(7.4) The Shire of Wyndham East Kimberley will actively participate in the Local Emergency Management Committee (LEMC) and the Bush Fire Advisory Committee.

(7.5) The Shire of Wyndham East Kimberley will provide a representative to sit on the Wyndham VES Unit Support Group who will participate in all the Support Group activities and assist it to fulfil its functions and objectives.

## **8. ACKNOWLEDGMENTS AND UNDERTAKINGS BY THE WYNDHAM VES UNIT MEMBERS**

(8.1) The members of the Wyndham VES Unit agree to provide the emergency services roles as previously provided by the Wyndham SES and the Wyndham VFRS before the establishment of the Wyndham VES Unit. This includes:

- road accident rescue;
- air search observation;
- land search and rescue;
- storm damage relief;
- cliff rescue;
- cyclone response;
- communications;
- structural firefighting;
- bush firefighting;
- community safety education; and
- hazardous materials.

According to community needs, appropriate training and the provision of resources, Wyndham VES Unit roles may be expanded in profile. However, this will only occur through consultation with Wyndham VES Unit volunteers, the Shire of Wyndham East Kimberley and FESA.

(8.2) The Wyndham VES Unit agree to allow members to attend an emergency incident ONLY when they are appropriately trained to combat the type of incident and ONLY when they are wearing the appropriate personal protective clothing and/or equipment.

(8.3) The members of the Wyndham VES Unit will ensure that all operational, financial and administration requirements necessary to operate the Unit are undertaken and complied with.

(8.4) The Wyndham VES Unit members agree to attend emergency services training when such training is provided by FESA. The date and time of the training will be determined by the Wyndham VES Unit Support Group.

## **9. ACKNOWLEDGMENTS AND UNDERTAKINGS BY THE WYNDHAM VES UNIT SUPPORT GROUP**

(9.1) The Wyndham VES Unit Support Group will comprise of:

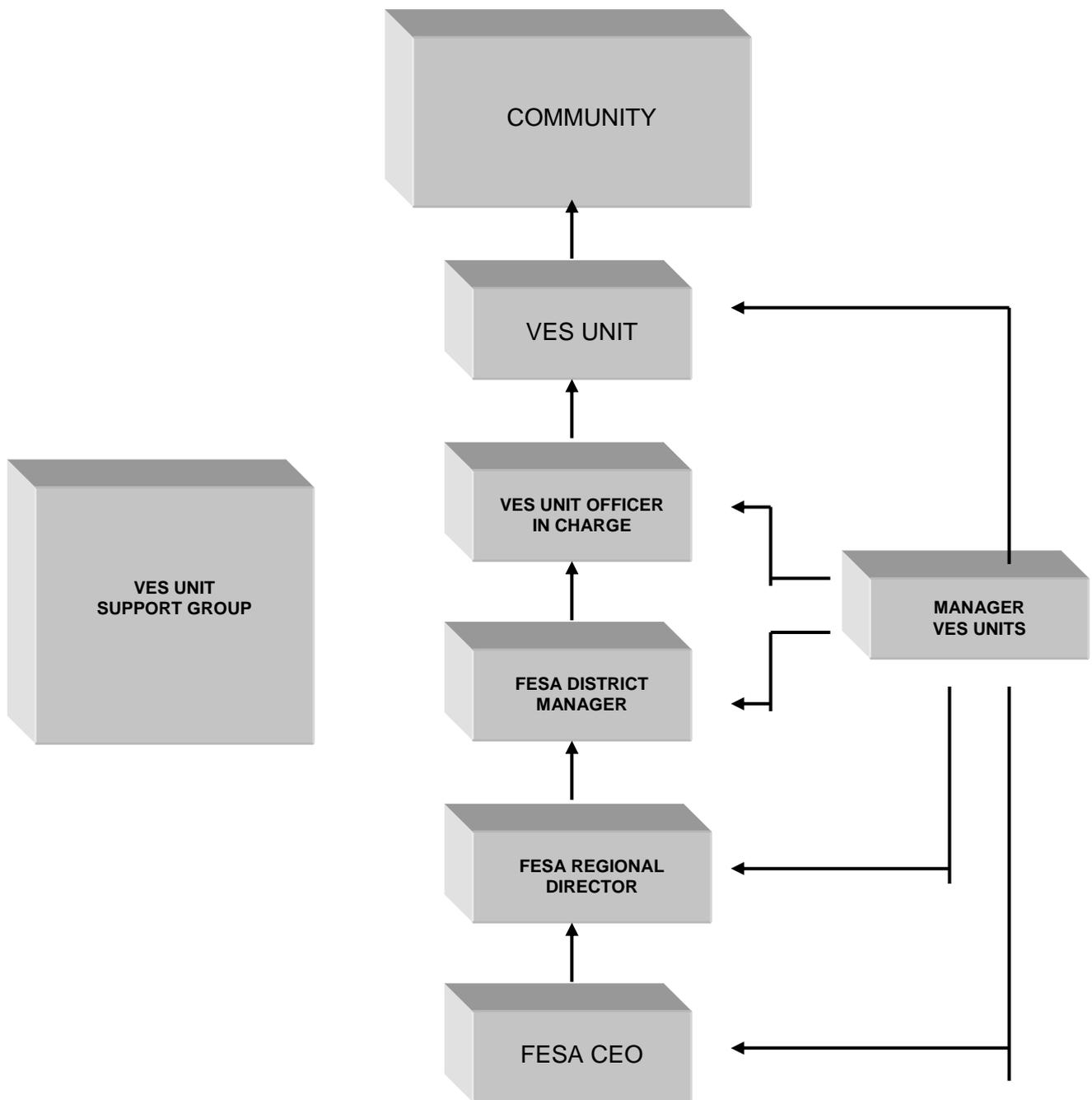
- Wyndham VES Unit Officer in Charge;
- Wyndham VES Unit Training Officer (Second Officer in Charge);
- Shire of Wyndham East Kimberley Representative;
- VES Unit Regional Director;
- VES Unit District Manager/s; and
- VES Unit Facilitator.

(9.2) The Wyndham VES Unit Support Group will meet twice per year in order to determine:

- budgeting requirements for the Wyndham VES Unit;
- operational and non-operational reporting structures and procedures;
- vehicle and equipment requirements;
- training profiles, courses, availability, schedules and other training requirements; and
- other issues raised.

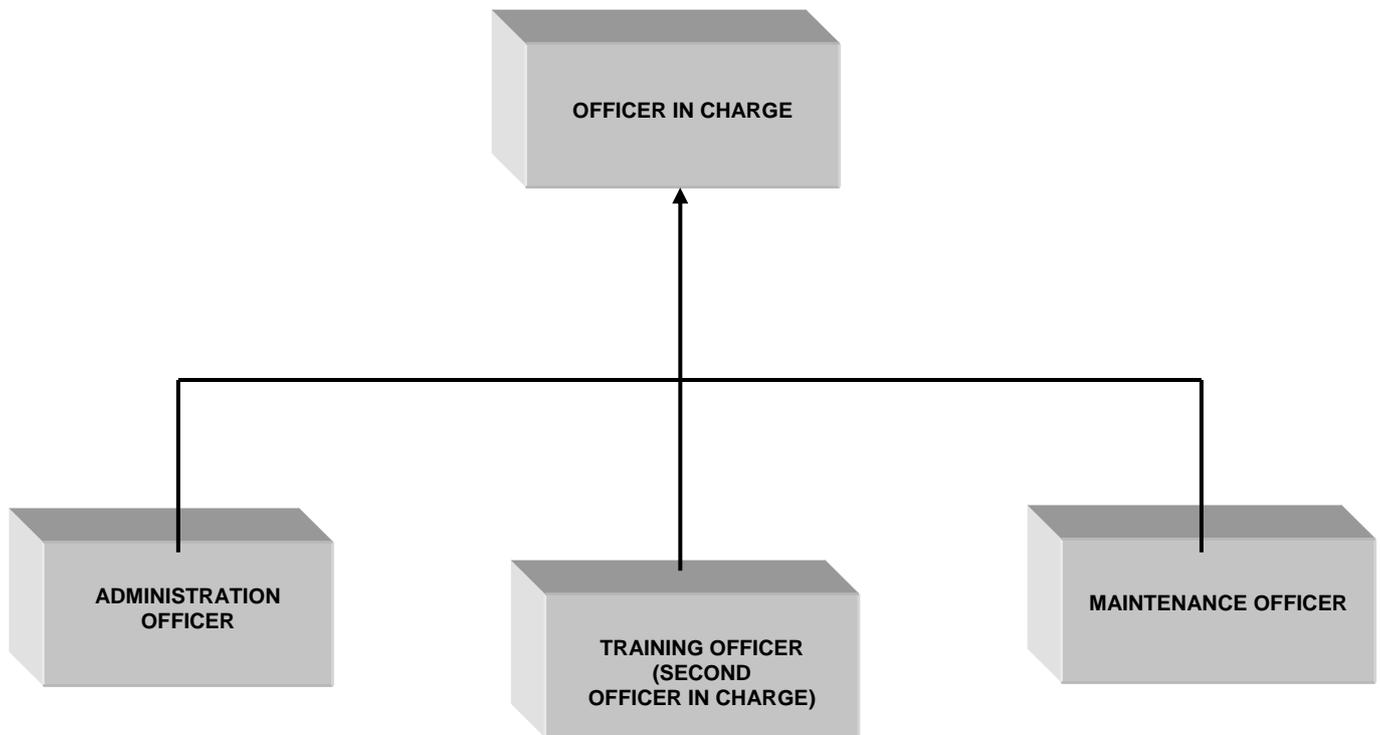
## 10. WYNDHAM VES UNIT REPORTING STRUCTURE

The reporting structure for the Wyndham VES Unit will be as follows:



## 11. VES UNIT ORGANISATIONAL STRUCTURE

The organisational structure of the Wyndham VES Unit will be as follows:



NOTE: The members acting in the above positions may also act in any of the following positions:

- VES Unit Planning Officer
- VES Unit Logistics Officer
- VES Unit Operational Officer

## **12. DURATION AND AMENDMENT**

The terms of this MOU will remain in force for a period of five years with an option to extend for a further five years by agreement of all parties or until it is terminated.

This Agreement shall not be altered varied or modified in any respect except by agreement in writing.

## **13. AMENDMENT**

**This document may not be amended without the written consent of all three parties to the document.**

## **14. NOTICES**

Notices or other communications by each party to each other and under this MOU must, unless otherwise notified in writing, be addressed and forwarded as follows:

Officer in Charge  
Wyndham VES Unit  
PO Box 330  
WYNDHAM WA 6740

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

FESA Chief Executive Officer  
Fire and Emergency Services Authority of Western Australia  
FESA House  
480 Hay Street  
PERTH Western Australia 6844

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made

on the \_\_\_\_\_ day of \_\_\_\_\_ 2008

BETWEEN THE

Wyndham Fire and Emergency Services Unit  
20 Pauls Way  
WYNDHAM WA 6740

AND

Shire of Wyndham East Kimberley  
115 Coolibah Drive  
KUNUNURRA WA 6743

AND

Fire and Emergency Services Authority of Western Australia  
480 Hay Street  
PERTH WA 6000

SIGNED for and on behalf of the Wyndham VES Unit by:

Adele Horn  
**OFFICER IN CHARGE**      \_\_\_\_\_  
**Signature**      **Date**

SIGNED for and on behalf of the Shire of Wyndham East Kimberley by:

Michelle Pucci  
**SHIRE PRESIDENT**      \_\_\_\_\_  
**Signature**      **Date**

Peter Stubbs  
**CHIEF EXECUTIVE OFFICER**      \_\_\_\_\_  
**Signature**      **Date**

SIGNED for and on behalf of the Fire and Emergency Services Authority of Western Australia by:

Jo Harrison-Ward  
**CHIEF EXECUTIVE OFFICER**      \_\_\_\_\_  
**Signature**      **Date**

## 12.3. DEVELOPMENT SERVICES

### 12.3.1. Reserve 41812 [Foreshore Reserve] - Commercial Leases Review

<b>DATE:</b>	15 July 2008
<b>PROPONENT:</b>	Shire of Wyndham East Kimberley
<b>LOCATION:</b>	Reserve 41812 - various portions
<b>AUTHOR:</b>	Peter Stubbs, Chief Executive Officer
<b>REPORTING OFFICER:</b>	Keith Williams, Executive Manager Town Planning
<b>FILE NO:</b>	50.09.01
<b>ASSESSMENT NO:</b>	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 <sup>2</sup>
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.

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. Accordingly, this item relates to the caravan park leases only.

Notwithstanding this, it is still recommended that the leases be reviewed, given that the leases were not endorsed by the minister.

## **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 <sup>2</sup>	\$ Cost Per m <sup>2</sup>	% of Fee	\$ Cost per m <sup>2</sup> @ 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 <sup>2</sup>	\$ Cost Per m <sup>2</sup>	% 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 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.

However, it is apparent that the leases, whether exclusive use or otherwise, are not consistent, and that the caravan park 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.

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.

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: the fact that in most cases the entire lease site is not available, the permanent development of the leasehold land is prohibited or severely limited, and 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.

Copies of valuations can be reviewed on request.

## **ATTACHMENTS**

*Attachment 1: Draft generic lease.*

## **VOTING REQUIREMENT**

Simple Majority

## **RECOMMENDATION**

1 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:

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

## **AMENDED MOTION**

1. 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
- iv) **Celliston Nominees**

in accordance with the attached generic lease document:

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

Moved: Cr F Mills

Seconded: Cr J Buchanan

Motion Withdrawn Cr F Mills and Cr J Buchanan

Ms Karyn Apperley left the meeting 6.31pm

Ms Karyn Apperley returned to the meeting 6.35pm

## **COUNCIL DECISION**

**Minute No. 8295**

**Moved: Cr P Caley**

**Seconded: Cr J Buchanan**

***That Council suspend Standing Order 7.5 to allow Councillors to speak more than once on this Item.***

**Carried Unanimously: 8/0**

Mr Peter Stubbs left the meeting at 6.41pm  
Mr Peter Stubbs returned to the meeting at 6.42pm

Mrs Bernice Spackman left the meeting at 6.43pm

Ms Karyn Apperley left the meeting at 6.54pm  
Ms Karyn Apperley returned to the meeting at 6.55pm

### **COUNCIL DECISION**

**Minute No. 8296**

**Moved: Cr P Caley**

**Seconded: Cr J Parker**

***That Council resume Standing Order 7.5***

**Carried unanimously 8/0**

Mrs Bernice Spackman returned to the meeting at 6.51pm

Mr Mark Whiteman entered the meeting at 6.51pm

### **COUNCIL DECISION**

**Minute No. 8297**

**Moved: Cr P Caley**

**Seconded: Cr J Moulden**

***That consideration of this item be deferred until the next Briefing Session, 5 August 2008 and a Department of Water representative be invited to participate in discussion with Council.***

**Carried unanimously 8/0**

**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 it's rights under this clause the Lessor must use it's 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 \_\_\_\_\_

### 12.3.2. Proposed Family Day Care – Lot 947, 5 Mango Street, Kununurra

<b>DATE:</b>	15 July 2008
<b>PROPONENT:</b>	Martina Herpel
<b>LOCATION:</b>	Lot 947, 5 Mango Street, Kununurra
<b>AUTHOR:</b>	Gary McCarney, Town Planning Officer
<b>REPORTING OFFICER:</b>	Keith Williams, Executive Manager Town Planning
<b>FILE NO:</b>	01.1020.02
<b>ASSESSMENT NO:</b>	A1020

#### **PURPOSE**

For Council to consider an application for planning consent for the use and development of the subject land with a Family Day Care.

#### **BACKGROUND**

The proponent applied for planning approval for a home occupation – family day care on 24 April 2008. The subject site is located in the mixed business zone, within which home occupation is prohibited under the town planning scheme.

The proposal cannot be assessed as a home occupation. It has therefore been assessed as a child care service.

The Scheme defines five different types of child care:

- Child Care Centre
- Child Day Care Centre
- Child Family Care Centre
- Day Care Centre
- Family Care Centre

Each has a similar definition but each refers to different Acts or Regulations. The Child Family Care Centre is the only type that refers to the activity taking place in a private dwelling.

Family Day Care is a further type, not included in the Kununurra Town Planning Scheme definitions but included in the Model Scheme Text (MST). Family Day Care is defined in the MST as:

*Premises used to provide family day care within the meaning of the “Community Services (Child Care) Regulations 1988”.*

These regulations have been superseded by the Child Care Services (Family Day Care) Regulations 2006 which define Family Day Care as a:

*home-based childcare service*

Family Day Care is licensed and managed by the Department for Communities.

Of the six child care types only Day Care Centre is listed in the Scheme zoning tables, as an SA use in the mixed business zone. The proposed Family Day Care would be similar to a Day Care Centre, the main differences being that it would take place in a private dwelling with a reduced number of children.

It is therefore considered appropriate to assess this application as an SA use.

### **SITE LOCATION**

The subject lot is located on the north side of Mango Street in the mixed business zone. The lot is 1950 m2 in area. The front left portion of the lot is occupied by East Kimberley Motors. It has its own access and is fenced off from the rest of the site.

There is a small office for Allied Pickfords on the front right of the site. The caretaker's dwelling is located at the left rear of the lot with access via the right hand side of the site, ie. separate from the access for East Kimberley Motors.



### **PROPOSED LAND USE / DEVELOPMENT**

The applicant is seeking approval to operate a Family Day Care from the caretaker's residence at the rear of the site. The site plan is shown on Attachment 1.

### **FINANCIAL IMPLICATIONS**

The Application Fee has been paid.



## **COMMUNITY CONSULTATION**

Under Town Planning Scheme No. 7 – Kununurra and Environs, a day care centre is an SA use within the mixed business zone. Whilst not directly listed in the Scheme zoning table, it is considered that Family Day Care is a comparable use and should be assessed as an SA use, ie the proposal should be advertised for a minimum of 21 days prior to the Council determining the application.

The proposal was advertised in the Kimberley Echo on 12 June 2008 and a notice placed on site. The submissions period closed on 3 July 2008. No submissions were received during the advertising period.

A late submission was received on 7 July from the Ewin Centre. The letter offered its strong support for family day care in Kununurra and for the proponent herself. A copy of the letter is provided as Attachment 2.

## **ATTACHMENTS**

*Attachment 1- Site Plan*

*Attachment 2 – Ewin Centre Letter of Support*

*Attachment 3 – Applicant's Supporting Information*

*Attachment 4 – Department for Communities Letter of Support*

*Attachment 5 – Family Day Care Fact Sheet*

## **PLANNING ASSESSMENT**

### **Strategic/Structure Plans**

The Local Planning Strategy notes that the mixed business zone is a:

*transitional zone and industrial uses should be discouraged or prohibited via appropriate Scheme controls when additional industrial land is made available.*

The proposed use is therefore consistent with the intended future uses of the zone and recognising its location adjacent to the town centre. Day care centres are a permitted use within the town centre zone.

### **Town Planning Scheme No. 7 – Kununurra and Environs**

The land is located within the Mixed Business zone. Clause 5.12 of the town planning scheme states that the objectives of this zone are:

- a) *To encourage the establishment of predominantly showrooms related to manufacturing on-site and service industry and/or service trades centres*
- b) *To on permit the establishment of a caretakers dwelling if such a dwelling is considered necessary by Council for operational and security purposes of the business already established on-site.*

Caretaker's dwellings are an IP use, ie. must be an incidental use directed related to the security and management of the primary use on the site. Planning approval for the caretaker's dwelling was granted in December 2001.

The applicant proposes a secondary use for the caretaker's dwelling. Although both home occupation and home business are prohibited uses in the zone, it is considered that the proposed use does not strictly fall into either category.

#### Applicant Submission

The applicant has provided additional information on the proposal and the need for additional child care facilities in Kununurra together with a letter of support from the local officer of the Department for Communities, (see Attachments 3 and 4 respectively). The Department licenses and manages the Family Day Care program.

#### Access issues

The dwelling is located at the rear of the site. The front left of the site is occupied by East Kimberley Motors which has its own separate access and is fenced off from the remainder of the site.

The area intended for the Family Day Care would be securely fenced off and safe and secure access to / from the street would be provided, (see Attachment 1). Secure fencing is part of the licence compliance requirements of the Department of Communities.

Nevertheless, it is proposed to condition the approval, if granted by Council, to ensure that the above safety requirements are carried out.

#### **COMMENT**

The proposed Family Day Care use is not specifically included in the Scheme Zone Tables. From a planning perspective, it is considered to be comparable to a day care centre, which is an SA use, except that it would be undertaken at home and with fewer children.

Although home occupation and home business are prohibited in the mixed business zone, it is considered that this use does not strictly fit into either category. The zone is in the transitional stage from industrial uses to uses more appropriate to its location adjacent to the town centre, per the local planning strategy. The proposed use is considered to be consistent with this future direction.

The Department of Communities has provided a letter of support for the proposal and advised that there is a severe shortage of child care in Kununurra. The proposal has been advertised and no objections have been received.

On balance, it is considered that the benefits of additional child care facilities outweigh the locational issues. It is therefore recommended that the application be approved with the following conditions:

1. Obtain a licence to operate a Family Day Care facility from the Department of Communities.
2. Install fencing around the Family Day Care area to the satisfaction of Department of Communities and the Council.
3. Provide safe and secure access between the street and the Family Day Care area to the satisfaction of the Council.
4. No parking shall be permitted within the road reserve or on verges, and any vehicles associated with the use shall be parked on the subject land.
5. Compliance with all Council's health requirements

6. Any conditions issued under delegated authority from Council's Standard Conditions list

### **VOTING REQUIREMENT**

Simple Majority

### **RECOMMENDATION**

1. That Council grants planning consent to Martina Herpel for the development and use of Lot 9 Mango Street, Kununurra, for Family Day Care:

Subject to the following conditions:

1. Obtain a licence to operate a Family Day Care facility from the Department of Communities.
2. Install fencing around the Family Day Care area to the satisfaction of Department of Communities and the Council
3. Provide safe and secure access between the street and the Family Day Care area to the satisfaction of the Council.
4. No parking shall be permitted within the road reserve or on verges, and any vehicles associated with the use shall be parked on the subject land.
5. Compliance with all Council's health requirements
6. Any conditions issued under delegated authority from Council's Standard Conditions list

### **COUNCIL DECISION**

Minute No. 8298

Moved: Cr D Ausburn

Seconded: Cr J Parker

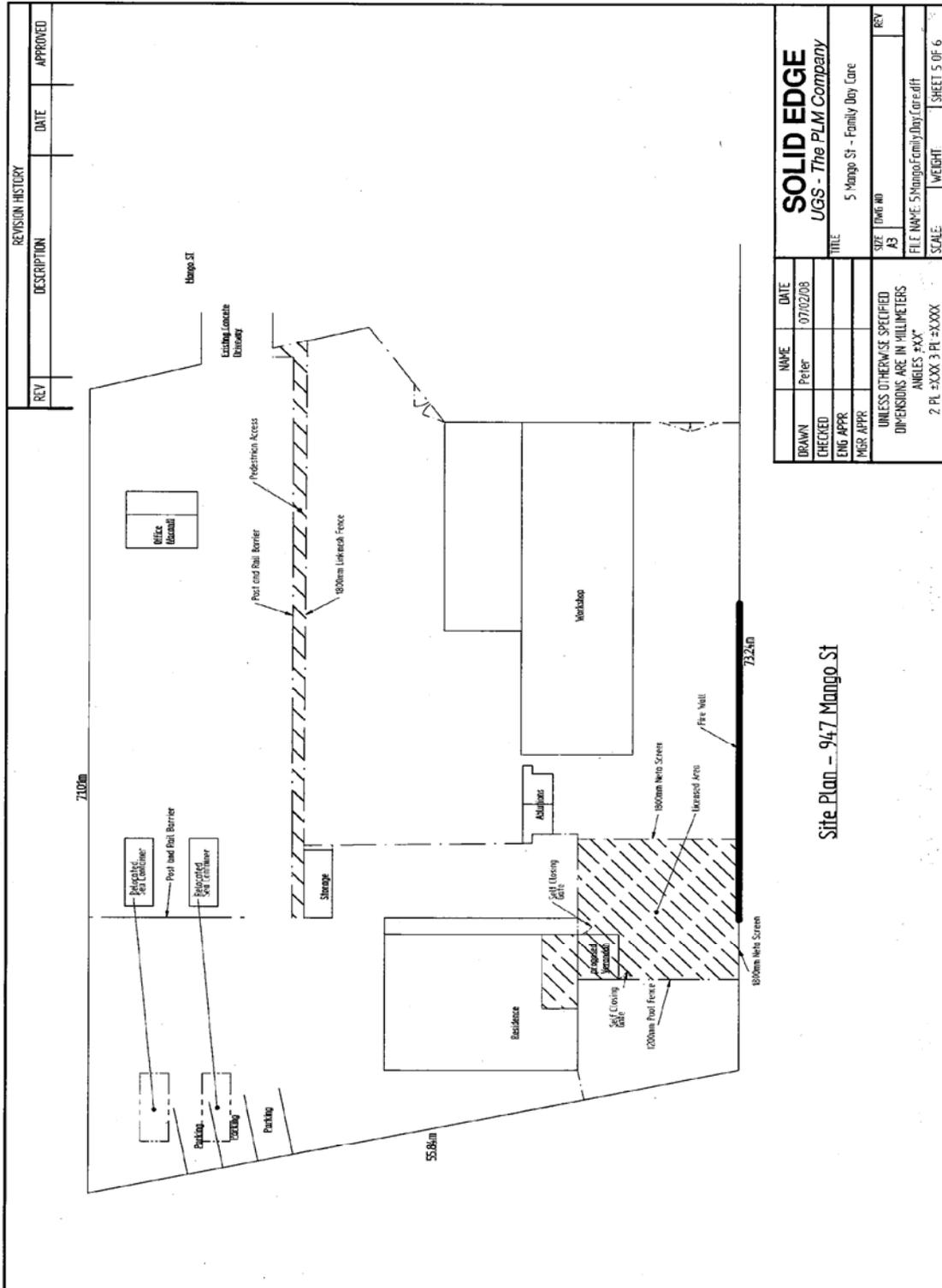
1. ***That Council grants planning consent to Martina Herpel for the development and use of Lot 9 Mango Street, Kununurra, for Family Day Care:***

***Subject to the following conditions:***

1. ***Obtain a licence to operate a Family Day Care facility from the Department of Communities.***
2. ***Install fencing around the Family Day Care area to the satisfaction of Department of Communities and the Council***
3. ***Provide safe and secure access between the street and the Family Day Care area to the satisfaction of the Council.***
4. ***No parking shall be permitted within the road reserve or on verges, and any vehicles associated with the use shall be parked on the subject land.***
5. ***Compliance with all Council's health requirements***
6. ***Any conditions issued under delegated authority from Council's Standard Conditions list***

**Carried Unanimously 8/0**

Attachment 1- Site Plan



REVISION HISTORY		
REV	DESCRIPTION	DATE

DRAWN	NAME	DATE
CHECKED	Perler	07/02/08
ENG APPR		
MGR APPR		

<b>SOLID EDGE</b>	
UGS - The PLM Company	
TITLE	5 Mango St - Family Day Care
SIZE	DWG: A0
FILE NAME	5MangoFamilyDayCare.dwg
SCALE	WEIGHT

Site Plan - 947 Mango St

UNLESS OTHERWISE SPECIFIED  
DIMENSIONS ARE IN MILLIMETERS  
ANGLES °XX'  
2. PL -3XXX, 3. PL -3XXXX

**Ewin Centre Children Services Inc  
PO Box 379 Kununurra WA 6743**

**Phone: 08 9168 1419**

**Fax: 08 91 68 1914**

*ABN: 23 103 213 929*

**E-mail: [ewinkna@bigpond.net.au](mailto:ewinkna@bigpond.net.au)**

7 July 2008

CEO  
Shire Wyndham East Kimberley  
Via e-mail ([tp@thelastfrontier.com.au](mailto:tp@thelastfrontier.com.au))

Dear Sir,

Thank you for the opportunity to provide submissions on the proposed application by Martina Herpel for Family Day Care.

The demand for child-care within Kununurra is extremely high and therefore any proposals for Family Day Care within the area are strongly supported by the Parent Management Committee of the Ewin Child Care Centre.

□

Due to this demand we will not in any way be operating in competition with Martina and the development of her business will in no way effect the quality of service that the Ewin Centre are presently offering to the community. If anything, they will complement the services of child-care to the area.

Additionally as Martina is a former employee of the Centre, her knowledge and experience in the field of Child Care is a valuable commodity that should not go unnoticed in her application.

Please contact me if you have any queries regarding this matter.

Yours sincerely

Michelle Bickers  
Chairperson  
Parent Management Committee  
0427089937

*Attachment 3 – Applicant’s Supporting Information*

Submission for Development Proposal

Lot No 947  
5 Mango Street Kununurra  
Proposal: Family Day Care

The development proposal to develop Lot 947 is in order to facilitate a family day care centre.

As the land is already developed with a single residence, there wouldn't be many adjustments necessary. All necessary adjustments (eg fence, gates, self locking doors, etc) would have to be in order with the Licence Regulations for Family Day Care Centres to ensure the safety of all entering persons especially children at all times. Adjustments are as pointed out in initial submission.

During my 2.5 years work at the Ewin Child Care Centre in Kununurra as qualified staff I experienced the high demand on child care facilities in Kununurra.

With opening a family day care centre I hope to be able to support the Ewin Child Care Centre as well as other local child care groups like the Group Home. I would be able to offer childcare facilities to families, which are in urgent need for day care spot but are far down at the waiting list at other childcare facilities.

With the other family day care centre cutting her days of operation down to 2 a week there is an even higher demand on childcare facilities in Kununurra.

I would hope to support the community with my childcare facility and to take some pressure of families and other childcare facilities.

Sincerley,

Martina Manners, maiden name Herpel

*Attachment 4 – Department for Communities Letter of Support*

**From:** Rebecca Hulands [Rebecca.Hulands@dcp.wa.gov.au]  
**Sent:** Monday, June 30, 2008 4:09 PM  
**To:** Keith Williams; Gary McCarney  
**Subject:** Lot 947 - 5 Mango Street Family Day Care

Keith and Gary,

This email is in support of the proposed Family Day Care business that will be located on 5 Mango Street in Kununurra.

I work for the Department for Communities as the Children's Services Officer for the East Kimberley. My role is supporting child care services and the development of services in the community that meet the regions needs (from licensed child care services to playgroups and crèches). As you may be aware there is a severe shortage of child care in Kununurra and it is a really positive step to see the development of Family Day Carers in Kununurra.

As part of my role I have supported the applicant through the licensing process which involves the operator being compliant with a wide range of building and equipment regulations. Although the business will be located in the commercial area, I am confident that the applicant meets the comprehensive safety requirements of licensing regulations and that this business will be an asset to the community.

If you require any further information or wish to speak to me about this, please feel free to contact me on the numbers below and I will be more than happy to assist.

Kind regards  
Rebecca

*Rebecca Baldwin*  
Children's Services Officer  
East Kimberley  
Department for Communities  
Ph 08 9168 0333  
Mob 0437 808 537  
Fax 08 9168 3607



Department for Communities  
Government of Western Australia

Child Care Services Act 2007  
Child Care Services (Family Day Care) Regulations 2006  
Child Care Services (Outside School Hours Family Day Care) Regulations 2006

## Child Numbers

### Family Day Care

*Importantly, this information sheet provides a simple interpretation of current legislation, and is not intended to constitute legal advice.*

#### **Child numbers**

Licensed child numbers for family day care licences will be displayed as a licence condition and in most cases will be issued for the maximum of seven children. The Department may approve a care provider for a licence to care for fewer than seven children or may vary the condition of the licence to reduce the number of children who may be cared for.

#### Family day care

A family day care provider may be licensed to care for up to seven children of whom not more than five children are below the age to attend the second year of a pre-compulsory education programme and at least one of these children is to be a child who attends the first year of a pre-compulsory education programme.

That is, five children are to be below pre-primary school age and at least one of those five children is to have commenced attending a school kindergarten programme.

#### Outside school hours family day care

An outside school hours family day care provider may be licensed to care for up to seven children of whom not more than five children are attending the first year of a pre-compulsory education programme. That is, only five of the seven children are to be children who attend a kindergarten programme.

#### **Ages of children**

#### Family day care

Family day is defined as a family day care service provided for a child who has not yet commenced a secondary school programme. That is, a child may attend a family day care service until the day they commence Year 8.

Children of the licensee who have not yet commenced Year 8 of high school may be at the place during a care session but if present must be counted in child numbers. High school children of the licensee may be at the place and will not be required to be counted in child numbers.

#### Outside school hours family day care

A child who is below kindergarten age or of kindergarten age but not yet commenced attending, may not be present at the place unless the child is there on a temporary basis and adequately supervised by another person.

A school age child who is not an enrolled child may be at the place during a care session, but if present must be counted in child numbers.

A child who has reached 15 years and 6 months may be present at the place and will not be required to be counted in numbers.

# Child numbers

## 12.4. COMMUNITY SERVICES

### 12.4.1. Tender T01-08/09 – Design and Construction Tender – Kununurra Multipurpose Courts

<b>DATE:</b>	15 July 2008
<b>PROPONENT:</b>	Shire of Wyndham East Kimberley
<b>LOCATION:</b>	Kununurra Tennis Courts
<b>AUTHOR:</b>	Karyn Apperley, Executive Manager Community Services
<b>REPORTING OFFICER:</b>	Karyn Apperley, Executive Manager Community Services
<b>FILE NO:</b>	30.09.02
<b>ASSESSMENT NO:</b>	N/A

*Mr Peter Stubbs declared a financial interest in item 12.4.1 as his wife is a member of the Netball Association and receives payment for umpiring Netball games.*

*Mr Peter Stubbs left the chambers 7.09pm*

#### **PURPOSE**

That Council issue a tender for the Design and Construction of the Kununurra Multipurpose Courts.

#### **BACKGROUND**

Council has been presented with the history of the maintenance and upgrade needs of the Kununurra Tennis Courts. In 2006, Shire officers developed the concept of expansion and multipurpose use of the court facility with the Kununurra Tennis Club and Kununurra Netball Association. In 2007, Council was successful in securing funding under the Community Sport and Recreation Facilities Fund (CSRFF) program, and continued with stakeholder liaison in the ongoing development of the project and future management arrangements.

During the Kununurra Youth Facility construction, a partial electrical upgrade was undertaken for the Multipurpose Courts site and a specialist hard court construction consultant provided input in to the final concept layout design for the development and expansion of the Kununurra Multipurpose Courts.

Council most recently considered this project during the past 3 months as part of the development of the 2008/09 Draft Shire Budget.

#### **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**

Funding has been received from the Department of Sport and Recreation through the CSRFF program for a total of \$312,000. Financial and in-kind support has been pledged by the Kununurra Tennis Club and the Kununurra Netball Association to the value of \$61,000. Council has included \$458,000 for this project in its 08/09 budget preparations, including \$30,000 reserve funds, with a further \$50,000 sponsorship to be sought.

Additional funding is required for the proposed amenities building, as the Kununurra Tennis Club had submitted an application under the now abolished Regional Partnerships programme.

### **STRATEGIC IMPLICATIONS**

The Shire's Draft 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**

The project partners have been identified as the Kununurra Tennis Club, the Kununurra Netball Association and the Department of Sport and Recreation and stakeholder meetings, email and phone communication have provided consultation and community involvement in the project.

### **COMMENT**

Initially, the project was timetabled to involve an expression of interest process for the design work to be completed during the 2007/08 financial year, followed by a tender process for construction with completion during the 2008 dry season.

However, considerations from recent major infrastructure projects by the Shire have highlighted the disadvantages for project management and project budget overruns when the design and construction elements are undertaken by different consultants.

In addition, organisational capacity issues and competing priorities have resulted in the project being delayed by approximately 3 months. The following timeline is recommended to enable the project to be completed before the onset of the wet season and combining the elements of design and construction will assist to achieve this timeline and provide improved outcomes.

<b>Key Actions</b>	<b>Anticipated Timeline</b>
Tender documents for Design & Construction completed	10 July 2008
Council Approval of Tender Evaluation Criteria for Multipurpose Courts	15 July 2008
Tender for Design & Construction Advertised – West Australian newspaper	19 July 2008
Tender for Design & Construction of Multipurpose Courts Extension Closes	12 August 2008
Post Tender Review	13 August 2008
Council to consider and award tender	19 August 2008
Site works commence	18 September 2008
Hard Court laying & resurfacing completed	30 October 2008
Construction of Multipurpose Courts completed	30 November 2008
Final reports & acquittals completed	30 December 2008

A meeting was held with representatives of the Tennis Club and Netball Association on Wednesday 9 July to address concerns expressed by some project partners about the project's delayed timeframe and to inform and seek input into the specifications contained in the design and construction tender documents.

Tender documents are available for inspection by Councillors upon request. Such requests should be directed to the Executive Manager Community Services.

To assist in achieving the best possible tender outcome and ongoing project management, inclusion on the Tender Review Panel of the Shire President or Deputy Shire President and a representative from both the Kununurra Tennis Club and the Kununurra Netball Association is recommended.

### **ATTACHMENTS**

Nil

### **VOTING REQUIREMENT**

Simple Majority

### **OFFICER'S RECOMMENDATION**

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

**COUNCIL DECISION**

**Minute No. 8299**

**Moved: Cr J Buchanan**

**Seconded: Cr D Ausburn**

***That due to the minor nature of Mr Stubbs Financial Interest he return to the Chambers for consideration of this item.***

**Carried unanimously 8/0**

Mr Peter Stubbs returned to the meeting at 7.10pm

**COUNCIL DECISION**

**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.***

- 2. 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**

## 12.4.2. Memorandum of Understanding – Garnduwa Sport and Recreation

<b>DATE:</b>	15 July 2008
<b>PROPONENT:</b>	Shire of Wyndham East Kimberley
<b>LOCATION:</b>	Wyndham
<b>AUTHOR:</b>	Jesse Mortensen, Manager Recreation and Leisure
<b>REPORTING OFFICER:</b>	Karyn Apperley, Executive Manager Community Services
<b>FILE NO:</b>	30.14.26
<b>ASSESSMENT NO:</b>	N/A

### **PURPOSE**

To establish a memorandum of understanding between the Shire of Wyndham East Kimberley and Garnduwa Kununurra for the joint service delivery of sport and recreation in Wyndham.

### **BACKGROUND**

During 2006 Garnduwa established a Sport and Recreation Officer positioned within the Wyndham Recreation Centre at a cost of \$4,000 per year to cover the expenses of housing such a service. During this time there have been several positive impacts of this joint organisational arrangement including the maximizing of opening hours of the centre, and the intended establishment of Wyndham Recreation Centre as an information and service hub for sport in Wyndham.

During this previous period the working relationship between each organisations Officer was defined as co operational, but no specific parameters were created. Garnduwa's Officer was and continues to have service delivery obligations outside the framework of the Wyndham Recreation Centre.

### **STATUTORY IMPLICATIONS**

In keeping with the Local Government Act we are required to lease or dispose of Council assets via a lease or tender process. The amount of one dollar (\$1.00 exclusive of GST) is in keeping with our statutory requirements of the leasing of Local Government space for a nominated fee.

Council has previously undergone "pepper-corn" lease arrangements where appropriate in keeping with regulatory requirements. Officers state the nature of this agreement is better suited to a memorandum of understanding as opposed to a lease or tender process.

### **POLICY IMPLICATIONS**

Nil

## **FINANCIAL IMPLICATIONS**

This Memorandum of Understanding would reduce the budget income from lease of Office space at the Wyndham Recreation Centre from \$4,000 to \$1.00 exclusive of GST.

The net reduction in budgeted income would be \$3,999.00 per annum. It is anticipated that increased service delivery and opening hours of the Wyndham Recreation Centre would offset this reduction in income through casual entry fees and specific program fees.

## **STRATEGIC IMPLICATIONS**

This action is consistent with Council Strategic Policy - Key Result Area 2. To improve service delivery and provide equitable access to recreational and cultural services, and promote and maintain healthy communities

## **COMMUNITY CONSULTATION**

Nil

## **COMMENT**

The Memorandum of Understanding between the Shire of Wyndham East Kimberley and Garnduwa aims to create an achievable and measurable agreement for the progression of sport and recreation services in Wyndham.

Key aspects of this agreement are:

- Defining Garnduwa's role and timetable for working at the Wyndham Recreation Centre
- Defining Garnduwa's role and timetable for working in the Wyndham community and surrounding areas.
- Setting a manageable timetable to maximise the opening hours of the Wyndham Recreation Centre
- Maximising communication and coordination between the two organisations

The previous rental amount of \$4,000 per annum plus utilities has been reduced to \$1.00 plus utilities to reflect the benefit the Shire is receiving by this agreement to greatly enhanced service delivery in Wyndham.

In previous years SWEK received rent for office space but little coordination was present. This arrangement does sacrifice the previously agreed rent of \$4,000 but gains a significant improvement to service delivery and opening hours of the Wyndham recreation Centre.

## **ATTACHMENTS**

1. Memorandum of Understanding between the Shire of Wyndham East Kimberley and Garnduwa: July 2008

## **VOTING REQUIREMENT**

Simple Majority

### **OFFICER'S RECOMMENDATION**

That Council endorse the Memorandum of Understanding between the Shire of Wyndham East Kimberley and Garnduwa, Kununurra for the joint service delivery of sport and recreation in Wyndham, and the location of a Sport and Recreation Officer at the Wyndham Recreation Centre for an annual fee of \$1.00 exclusive of GST.

### **COUNCIL DECISION**

**Minute No. 8301**

**Moved: Cr D Ausburn**

**Seconded: Cr P Caley**

***That Council endorse the Memorandum of Understanding between the Shire of Wyndham East Kimberley and Garnduwa, Kununurra for the joint service delivery of sport and recreation in Wyndham, and the location of a Sport and Recreation Officer at the Wyndham Recreation Centre for an annual fee of \$1.00 exclusive of GST.***

**Carried Unanimously 8/0**

# **Memorandum of Understanding**

**BETWEEN**

**Shire of Wyndham East Kimberley**

**AND**

**Garnduwa**

**July 2008**

## **1. Introduction**

The purpose of this Service Agreement is to set out a principled and practical basis upon which the Shire of Wyndham East Kimberley (SWEK) and Garnduwa (the parties) commit to work in partnership, recognising that no single agency has access to the resources and expertise necessary to increase the level of participation in sport and recreation activities, and to develop the skills and confidence of community members to take an active role in the delivery of sport and recreation programs.

In establishing this Service Agreement the undersigned recognise:

- Working together co-operatively and collaboratively develops the best possible foundation to maximise the use of available resources and to enhance the co-ordination and delivery of sport and recreation programs in the Shire of Wyndham East Kimberley
- This partnership provides an opportunity for each organisation to learn from the other, and to support each other to deliver high quality sport and recreation programs in the Shire of Wyndham East Kimberley.

## **2. Statement of Intent**

This Service Agreement commits the parties to work collaboratively for a period of three years with the common purpose of:

- a) To improve co-ordination and collaboration among sport, recreation and community service provision
- b) To increase access to, and better utilisation of community recreation facilities
- c) To increase participation in physical activity by residents in Wyndham

- d) To increase the skills and ability of people in Wyndham to become self sufficient in the organisation of sport and recreation opportunities and competitions
- e) To promote healthy lifestyles and increase the awareness of the significant benefits of increased physical activity
- f) To strengthen the human and physical resource management structures to better achieve the objectives of both organisations
- g) Promoting awareness in each organisation of the services and programs offered by the other organization.
- h) Encourage collaboration in common program areas and optimal use of the available skills and assistance.
- i) Improve the communication mechanisms between the parties.

### **3. The Agreement**

Parties to this Agreement agree:

- a) To develop and review a sport and recreation service delivery plan on an annual basis to ensure mutual outcomes are satisfactorily met
- b) To prompt early decisions about the actions thought to be necessary and foster discussion about the implications of these.
- c) To facilitate ongoing communication and collaborative problem resolution for concerns and issues raised by the parties
- d) To delineate how the parties will work together on issues such as program delivery, training, communication and information sharing.
- e) To meet regularly to review the effectiveness of this agreement and performance against the service delivery plan, to share information, update policies / procedures, and enhance working relationships between the parties.

### **4. Obligations and Commitments**

The Shire of Wyndham East Kimberley will:

- a) Provide office space and agreed operating costs for one (1) Garnduwa staff member and a trainee where appropriate at the Wyndham Recreation Centre

- b) Pay utilities, with the exclusion of Telephone and ADSL or other internet usage,
- c) Pay all facility maintenance and development costs, cleaning, security and all other costs associated with running a Recreation Centre
- d) Make available to Garnduwa staff access to relevant SWEK initiated professional development opportunities at the cost of Garnduwa Kununurra
- e) Allow the use of all SWEK sport & recreation facilities within Wyndham for agreed sport and recreation activities free of charge with the exclusion of the Wyndham Swimming Centre, with participants paying the appropriate entry fees consistent with the Shire of Wyndham East Kimberley's annual fees and charges schedule.
- f) Include Garnduwa personnel in planning activities relevant to program planning and facility upgrading and repairs.
- g) Work with Garnduwa to plan and implement agreed programs

Garnduwa will

- a) Engage a Sports & Recreation Officer to deliver agreed programs in Wyndham
- b) Pay rent of \$1.00 per year exclusive of GST for use of office space at the Wyndham recreation Centre
- c) Pay for telephone line rental and usage, ADSL or any other forms of internet line rental and usage
- d) Supply all office costs associated with the administration duties of the Garnduwa Sport and Recreation Officer and trainee where applicable, including but not limited to a computer, printer, desk and chair, paper and printer cartridges.
- e) Provide the Shire with participant statics every 12 Month Period for Garnduwa Sport and Recreation Programs at the Wyndham Recreation Centre.
- f) Fulfil obligations identified in *Figure 1 – Recreation Officer Work Schedule*, assist with the staffing, operation and service delivery associated with the Wyndham Recreation Centre for a period of between 35 and 40 weeks per year in conjunction with Garnduwa's obligations for remote community service provision.

- g) Identify in advance when the Garnduwa Sport and Recreation Officer is to attend sporting trips, professional development or periods of leave so as to adequately manage the impact to service delivery at the Wyndham Recreation Centre
- h) Recognise and promote SWEK's contribution to Garnduwa activities at all relevant events within Wyndham

**5. Framework for Communication, Co-operation and Co-ordinated Activity**

- a) Monthly meetings will be held between operational and supervisory staff of both parties to discuss and monitor program planning and implementation
- b) Quarterly meetings will be held between the senior managers of both parties to monitor this agreement, respond to issues raised and discuss ongoing strategic issues.
- c) A 12 monthly review will be undertaken to assess the effectiveness of this agreement
- d) Signatories to this agreement will notify each other immediately of any significant changes impacting on the intent of this agreement.
- e) The SWEK will maintain documentation of joint initiatives undertaken as part of this MOU.

**6. Resolution of Differences**

During the term of this agreement differences of professional opinion may arise between the parties. It is essential that differences be addressed as soon as possible after they arise.

Resolving differences needs to be addressed at an individual and agency level. The following model forms part of this agreement for resolving differences:

- Clear identification by both parties of the problem or issue.
- Acknowledgement of relevant goals and interests.
- Generation of practical solutions to address the problem.
- Seeking agreement on a preferred option.
- Negotiation when the preferred option is not mutually shared.
- Agreement on an outcome and its implementation.

Where resolution cannot be reached the following procedures will apply:

- Both parties are to advise their immediate supervisors of the circumstances and that a resolution could not be reached.

- The supervisor will attempt to resolve the dispute through discussions with the referring officer and their counterpart from the other agency.
- If the supervisor in consultation with all parties reaches resolution, the supervisor will advise the referring officer of the decision made and what further action is deemed necessary.
- In cases where matters remain unresolved, a written record should be kept by the agencies.

**7. Duration and Modification of Service Agreement**

Not with standing Garnduwa’s 12 month funding cycle, this collocation arrangement and memorandum of understanding will remain in effect for a period of three (3) years. Parties to this agreement may request amendments to the MOU in writing at any time.

This MOU will be reviewed six months before it expires, with a view to negotiating a further 3 year agreement.

\_\_\_\_\_  
 Authorised Officer – SWEK

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Authorised Officer – Garnduwa

\_\_\_\_\_  
 Date

## Figure 1 – Garnduwa Recreation Officer Work Schedule

The Garnduwa Officer will work the following hours (based on community needs) over a 37.5 hour week or 150 hour month

HOURS PER WEEK	LOCATION	PURPOSE
15 hours	Wyndham Recreation Centre	Direct service provision – recreation activities
10 hours	St Josephs and Wyn District High School	Direct service provision – recreation activities
7.5 hours	Wyndham Recreation Centre	Administration
7.5 hours	Kalumburu and Oombulgurri	Direct service provision – recreation activities

## 12.5. CHIEF EXECUTIVE OFFICER

### 12.5.1. Use of Common Seal

<b>DATE:</b>	15 July 2008
<b>PROPONENT:</b>	Shire of Wyndham East Kimberley
<b>LOCATION:</b>	Shire of Wyndham East Kimberley
<b>AUTHOR:</b>	Fiona Kuiper, Executive Support Officer
<b>REPORTING OFFICER:</b>	Peter Stubbs, Chief Executive Officer
<b>FILE NO:</b>	60.14.04
<b>ASSESSMENT NO:</b>	N/A

#### **PURPOSE**

For Council to receive the report on the application of the Shire of Wyndham East Kimberley Common Seal from the period 16 May to 7 July 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:

- FESA SWEK Agreement Collection and Payment of Emergency Services Levy – 2 copies
- Licence for Link Path Kununurra DPI/SWEK – 2 copies
- Debenture for Loan 118 – 2 copies
- Road Closure Form LAA -1060A Rain Tree Drive Kununurra – 1 copy

It should be noted that this report covers the period 16 May to 7 July. A report was not put to the Ordinary Meeting of Council 17 June 2008.

#### **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 16 May to 7 July 2008.

**COUNCIL DECISION**

**Minute No. 8302**

**Moved: Cr D Ausburn**

**Seconded: Cr K Wright**

***That Council receive the report on the application of the Shire of Wyndham East Kimberley Common Seal from 16 May to 7 July 2008.***

**Carried Unanimously 8/0**

## 12.5.2. Delegated Authority Report

<b>DATE:</b>	15 July 2008
<b>PROPONENT:</b>	Shire of Wyndham East Kimberley
<b>LOCATION:</b>	Shire of Wyndham East Kimberley
<b>AUTHOR:</b>	Fiona Kuiper, Executive Support Officer
<b>REPORTING OFFICER:</b>	Peter Stubbs, Chief Executive Officer
<b>FILE NO:</b>	60.14.04
<b>ASSESSMENT NO:</b>	N/A

### **PURPOSE**

To report to Council on the use of Delegated Authority by Officers for 23 May to 7 July 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 23 May to 7 July 2008.

## **COUNCIL DECISION**

**Minute No. 8303**

**Moved: Cr J Moulden**

**Seconded: Cr D Ausburn**

***That Council receive the Delegated Authority Report for the period 23 May to 7 July 2008.***

**Carried Unanimously 8/0**

**Attachment: Delegated Authority Report**

**BUILDING LICENCES ISSUED UNDER DELEGATED AUTHORITY – 1 – 30 June 2008**

LIC#	DATE	OWNER	ADDRESS	BUILDER	LOCATION	DESCRIPTION	NEW/ ADD	LOT AREA	FLOOR AREA	EST. VALUE
069/ 2008	4/06/2008	RiCon Investments Pty Ltd	Mary River Road COOROY QLD	RiCon Contractors Pty Ltd	Loc 638 Packsaddle Road Kununurra	Class 7b/8 Warehouse/Factory /Storage Facility	new		420	\$95,000.00
070/ 2008	3/06/2008	ITC Timberlands pty	PO Box 495 Kununurra WA	Peter Pegg	Loc 232 Research station rd	Pylon Sign	new			\$1,000.00
071/ 2008	4/06/2008	D Hasted	PO Box 85 Kununurra WA	Cathy Hosted	Loc 82 Weaber Plain rd	Additions	new		51	\$190,000.00
072/ 2008	6/06/2008	Mark Phillips	PO Box 1973 Kununurra WA	Mark Phillips	Lot 109(18) Nutwood Cres Kununurra	Verandah Addition	new		54	\$19,000.00
073/ 2008 AE	6/06/2008	Mary Wishart & Anthony Webster	PO Box 1534 Kununurra WA	Existing	Lot 1521 (13) Boobiella Way Kununurra	Acknowledge existing structures	exist			\$0.00
074/ 2008	6/06/2008	JAB industries	PO Box 559 Kununurra WA 6743	Mick Guerinoni	Lot 3 Stockman Rd Kununurra	Stage BL footings only	new		2520	\$241,000.00
075/ 2008	11/06/2008	Tunui Wano	PO Box 576 Karratha WA 6714	Tunui Wano	Lot 109(22) Hibiscus Drive Kununurra	Shed	new		56	\$10,000.00
076/ 2008	11/06/2008	Landcorp	Landcorp	Georgiou Group	Lots 2331-4 and 2461 Salacca Loop Kununurra	Sub-divisional Retaining wall	new		n/a	\$105,000.00
077/ 2008	17/06/2008	Lake Argyle Pty Ltd	PO Box 616 Kununurra WA 6714	Charles Sharpe	3001 Lake Argyle rd	Open Shed & Canopy roof	new		240m2& 165m2	\$265,000.00

078/ 2008	18/06/2008	Susan Wilson	PO Box 1536 Kununurra	Susan Wilson	Lot 14 Ergret Close Kununurra	Non Habitable Shed	New		120	\$14,000.00
079/ 2008	19/06/2008	GM & SL Johns	PO Box 871 Kununurra	GM & SL Johns	Lot 316 Cyril Kleinig Drive Kununurra	Office & Ablution	New	0.2622	38	\$68,000.00
080/ 2008	23/06/2008	B&L Stoldt	PO Box 546 Kununurra	B&L Stoldt	Lot 591 Riverfarm Rd Kununurra	Studio	New		54	\$38,000.00
081/ 2008	24/06/2008	David n Randell	PO Box 47 Mt Hawthorn WA 6016	Colin Wilkinson developments	Lot 177 (6) Corkwood Street Kununurra	Dwelling	New	0.067	233	\$350,000.00
082/ 2008	25/06/2008	Waringarri Aboriginal Corporation	PO Box 162 Kununurra	Wunan Foundation	Lot 2229 Speargrass Road Kununurra	Transportable Offices, Tropical Roof & Deck	New		85	\$74,000.00
083/ 2008	25/06/2008	Yin Chong Low	PO Box 1208 Kununurra	Franmor Constructions	Lot 1374 (18/1) Erythrina Street Kununurra	Alterations to existing carport	Add			\$12,000.00
084/ 2008	24/06/2008	Graham Fysh	PO Box 150 Kununurra	Graham Fysh	Lot 10 Weaver plain Rd Kununurra	shed extension office	New		40	\$45,000.00
085/ 2008	30/06/2008	B N Randell	PO Box 47 Mt Hawthorn WA 6016	Colin Wilkinson developments	Lot 178 (4) Corkwood Street Kununurra	Dwelling	New	0.067	233	\$350,000.00
086/ 2008	30/06/2008	S D Randell	PO Box 47 Mt Hawthorn WA 6016	Colin Wilkinson developments	Lot 183 () Corkwood Street Kununurra	Dwelling	New	0.675	233	\$350,000.00
087/ 2008	30/06/2008	Folle Investments	PO Box 629 Kununurra WA 6743	Folle Investments	447 Jabiru Rd Kununurra	Veranadah & Deck	New	11.44	44.27	\$20,000.00
										<b>\$2,247,000.00</b>

### DEMOLITION LICENCES ISSUED UNDER DELEGATED AUTHORITY – 1 – 30 June 2008

Licence Number	Date	Assess No	Property Address	Premises	Owner	Builder/ Contractor	Contact Details	Comments (Asbestos)
06/2008	3/07/2008	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	3/07/2008	426	Lot 1092 (6) Dorrigo Street Wyndham	Single Dwelling	Department Housing & Works	Maglion Enterprises	Po Box 5150 Torquay Qld 4655	Timber frame - asbestos clad

### SIGN LICENCES ISSUED UNDER DELEGATED AUTHORITY – 1 – 30 June 2008

Licence No.	Date	Assess No.	Lot No.	Street Address	Applicant Name	Type	Fee	Receipt No	Planning Approval / Delegation
03/2008	18/06/08	#2148	2446	Coolibah Drive, Kununurra	Kimberley Community Drug Service	Temporary Banner Sign	Nil	N/A	N/A exempt sign
04/2008	18/06/08	#2148	2446	Coolibah Drive, Kununurra	Kununurra Agricultural Society	Temporary Banner Sign	Nil	N/A	N/A exempt sign

### TOWN PLANNING DELEGATED AUTHORITY APPROVALS - 11 June 2008 to 7 July 2008

Application / Delegation Number	Approval Type	Date Received	Applicant	Owner	Property Address	Proposed Development	Assess't Number	Approval Date
42/08	P	12-May-08	Scott & Helen Munro	Scott & Helen Munro	Lot 409, Packsaddle Road	Shed	610	13-Jun-08
49/08	P	28-May-08	Joanne Browne	Joanne Browne	25 Ebony Street	Advertising sign - sandwich board	1952	02-Jul-08
50/08	P	10-Jun-08	St James Anglican Church	Anglican Church of Australia	Lot 73 Mangrove Street	Sunday School building	824	02-Jul-08
51/08	P	11-Jun-08	NE Sheds - Scott Harvey	Tony Davis	13 Woolybutt Place	Carport with reduced setback	1533	02-Jul-08
14/08	SA	27-Feb-08	Catherine Cole	Lachlan Dobson	Lot 11, Weero Road	Hydrobath and - Dog Grooming	2598	03-Jul-08

### QUICK GRANTS APPROVED UNDER DELEGATED AUTHORITY BY THE CEO 23 May – 1 July 2008

DATE	ORGANISATION	AMMOUNT	PURPOSE
23 May 2008	Kununurra Softball Association	\$500.00	Equipment
10 June 2008	MG Corporation	\$500.00	Part hire cost of shire facilities for NAIDOC week
1 July 2008	East Kimberley Cricket Association	\$500.00	Cricket balls

### 12.5.3. Proposed National Heritage Listing – West and North Kimberley

<b>DATE:</b>	15 July 2008
<b>PROPONENT:</b>	Department of the Environment, Water, Heritage and the Arts
<b>LOCATION:</b>	West and North Kimberley
<b>AUTHOR:</b>	Peter Stubbs, Chief Executive Officer
<b>REPORTING OFFICER:</b>	Peter Stubbs, Chief Executive Officer
<b>FILE NO:</b>	50.03.01
<b>ASSESSMENT NO:</b>	N/A

#### **PURPOSE**

For Council to consider the proposed National Heritage Listing of approximately 17 million hectares of the west and north Kimberley.

#### **BACKGROUND**

Attached are extracts from the Australian Governments Department of the Environment, Water, Heritage and the Arts website regarding proposed listing of sites around Australia for the National Heritage List 2008/09.

17, 000, 000ha of the west and north Kimberley is on the finalised priority list that has been advertised for public comment. Public comment closes 7 August 2008.

Places listed on the National Heritage List are required to have Management Plans prepared for them to protect their cultural and environmental attributes. Developments that occur within those places must do so without impacting on biodiversity.

Also attached is a circular prepared by Ms Susan Bradley, ex Shire President for the Shire of Wyndham East Kimberley, advocating for World Heritage Listing of this area of the Kimberley. Ms Bradley circulated this brochure at the ABC Northern Australia Forum held in Darwin 24 June, 2008.

Opinion has been sought from the Shires of Broome and Derby West Kimberley on their views about the proposed listing of part of the Heritage Kimberley, and whether those Shires believe this matter should be considered by the Kimberley Zone. No response has been received to date.

The matter was included in the Briefing Session for Elected Members held 1 July 2008.

#### **STATUTORY IMPLICATIONS**

Listed places for National Heritage are protected under the Environment Protection and Biodiversity Conservation Act 1999 (EPBC Act).

#### **POLICY IMPLICATIONS**

Nil

## **FINANCIAL IMPLICATIONS**

No financial implications associated with the recommendations to Council in this report.

## **STRATEGIC IMPLICATIONS**

Not only does the Kimberley have biodiversity worthy of protection, it is also widely recognised as one of the most disadvantaged regions socially and economically, as well as being a region regarded as significantly under developed. Further opportunities for the Kimberley are not only linked to conservation but also to development. A balance is needed. The Kimberley community should exercise some caution to keep that balance available and not be locked out of future developments by Heritage listings if that may occur. There are other environmental checks and balances that can be used to maintain balance. The Environmental Protection Authority for example.

## **COMMUNITY CONSULTATION**

It is considered that for such a significant a change, that is 17 million hectares of the Kimberley region being listed as National Heritage, far greater public consultation is required. In particular, for change of this magnitude it is recommended that the Commonwealth be requested to conduct public forums across the Kimberley region on the matter before considering the proposed listing further.

## **COMMENT**

Once National Heritage and or World Heritage listing comes into play is not likely to be lifted. It tends to become a permanent arrangement. While that can be a good thing in some circumstances it is also appropriate that conservation be balanced with economic development.

The timing of the proposed listing coinciding with increased interest in the proposed area for listing associated with the gas deposits and proposed LNG processing is hardly likely to be coincidental.

What rationale is there for selecting this portion of the Kimberley versus the rest?

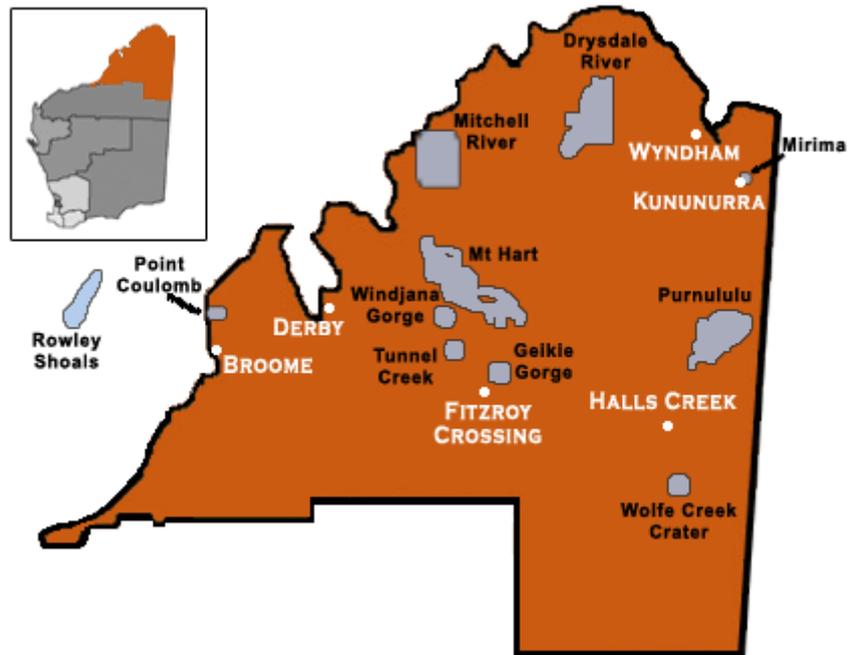
Ramifications to potential future use of land and activities in the proposed areas to be listed are unclear. It is considered inappropriate that public consultation occurs without spelling out what implications there for Kimberley communities from the proposed listing so that the public can make informed comment and submission on it.

It is possible that the proposed Heritage Listing is reflective of some views that increased conservation reserves are warranted.

According to the Department of Environment and Conservation website (<http://www.naturebase.net>) the DEC manages more than 26 million hectares (or nine per cent) of lands and waters in national parks, conservation parks, reserves, and marine parks in Western Australia.

In the East Kimberley region six new conservation parks are being created through the Ord Final Agreement on Native Title.

A map showing the location of existing national and conservation from the Kimberley Development Commission website is provided below:



Council may like to consider the listing of parts of Lake Kununurra as RAMSAR area and the issues that has created. It does not necessarily follow that Heritage listing leads to better conservation. It may, but it may not, depending on the circumstances, future resource allocations etc.

In fact, it could be that resources generated from some potential Kimberley developments are critical to reinvestment into land and sea management for better conservation. Without these developments and the resulting reinvestment that better management will not happen.

### **ATTACHMENTS**

*Attachment 1: Excerpt from Federal Department of the Environment, Water, Heritage and Arts*

*Attachment 2: Circular by Ms Susan Bradley*

### **VOTING REQUIREMENT**

Simple Majority

## **RECOMMENDATION**

That Council:

1. Request the Commonwealth to conduct public forums in the east, west and north Kimberley about the proposed National Heritage listing of 17 million a hectares of the Kimberley region, prior to further consideration of the Heritage proposal.
2. Lodge a public submission opposing the National Heritage listing of 17 million a hectares of the Kimberley region, until the full ramifications and impacts of the proposed listing on Kimberley communities and the region are understood.
3. Advise Ms Susan Bradley that it does not support the proposed World Heritage Listing until the full ramifications and impacts of the proposed listing on Kimberley communities and the region are understood

## **COUNCIL DECISION**

**Minute No. 8304**

**Moved: Cr P Caley**

**Seconded: Cr J Moulden**

***That Council:***

1. ***Request the Commonwealth to conduct public forums in the east, west and north Kimberley about the proposed National Heritage listing of 17 million a hectares of the Kimberley region, prior to further consideration of the Heritage proposal.***
2. ***Lodge a public submission opposing the National Heritage listing of 17 million a hectares of the Kimberley region, until the full ramifications and impacts of the proposed listing on Kimberley communities and the region are understood.***
3. ***Advise Ms Susan Bradley that it does not support the proposed World Heritage Listing until the full ramifications and impacts of the proposed listing on Kimberley communities and the region are understood***

**Carried Unanimously 8/0**

Attachment 1: Excerpt from Federal Department of the Environment, Water, Heritage and Arts

Finalised Priority Assessment List for the National Heritage List for 2008-09

Name of Place	Description	Assessment Completion Date
<b>Historic Places</b>		
Snowy Mountains Scheme, NSW	All structures built for the scheme.	30/06/2010
Birdsville/ Strzelecki Track Area, SA, Qld	The Birdsville Track from Maree (SA) to Birdsville (Qld), the Strzelecki Track from the Dog Fence (SA) to Nappa Merrie (Qld) and the landscape of and between Strzelecki Creek and the Diamantina River.	30/06/2010
Cascade Female Factory – Yard 4 North, Hobart, Tas	Degraves Street, South Hobart	30/06/2009
HMAS Sydney II and HSK Kormoran Battle Site and Wrecks, off WA	About 460 square kilometres, 290km west south west of Carnarvon, comprising the area bounded by latitudes 26 degrees 4 minutes 00 seconds South and 26 degrees 16 minutes 00 seconds South and longitudes 111 degrees 3 minutes 00 seconds East and 111 degrees 15 minutes 00 seconds East. Datum GDA94.	30/06/2009
<b>Indigenous Places</b>		
Coranderrk, Vic	About 100ha, 3km south of Healesville, Barak Lane, comprising Coranderrk Aboriginal Cemetery.	30/06/2009
Koonalda Cave, SA	About 25ha, 100km south west of Cook, 16km north of the Eyre Highway.	30/06/2009
Ngarrabulgan, Qld	About 17935ha, Mount Mulligan Road, 35km north-west of Dimbulah.	30/06/2010
Wet Tropics World Heritage Area (Indigenous Values), Qld	About 894420ha, located along the north-east coast of Queensland, comprising an area extending from just south of Cooktown to just north of Townsville.	30/06/2010
Cheetup Rock Shelter, WA	About 130ha, 14km south west of Condingup, Saddleback Road, located within Cape Le Grande National Park.	30/06/2009
Wilgie Mia, WA	About 45ha in Wilgie Mia Aboriginal Reserve, 60km north-west of Cue.	30/06/2009
<b>Natural Places</b>		
The Greater Blue Mountains Area - Additional Values, NSW	About 1,032,649ha, located to the north and to the south of Katoomba, being the area inscribed in the World Heritage List on 6 December 2000, and comprising the following eight areas: Wollemi National Park 499,879ha; The Blue Mountains National Park 247,840ha; Yengo National Park 153483ha; Nattai National Park 47,855ha; Kanangra-Boyd National Park 63,379ha;	30/06/2010

	<p>Gardens of Stone National Park 15,150ha;          Jenolan Caves Karst Reserve 2,422ha; and          Thirlmere Lakes National Park 641ha.</p>	
The Kimberley, WA	<p>About 17,000,000ha, generally extending from Roeback Bay in the west to the Hann River in the east (but including Drysdale River National Park), and from the Fitzroy River in the south to, and including, the Bonaparte and Buccaneer Archipelagos in the north.</p>	30/06/2010
West MacDonnell National Park, NT	<p>About 205,000ha, extending about 160km west from the Alice Springs Town boundary, including portions of the Chewings, Heavitree and MacDonnell Ranges.</p>	30/06/2011



## Heritage

### About Australia's heritage

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## National heritage

### About National Heritage

Australia's national heritage comprises exceptional natural and cultural places that contribute to Australia's national identity. National heritage defines the critical moments in our development as a nation and reflects achievements, joys and sorrows in the lives of Australians. It also encompasses those places that reveal the richness of Australia's extraordinarily diverse natural heritage.

### The National Heritage List

The National Heritage List has been established to list places of outstanding heritage significance to Australia. It includes natural, historic and Indigenous places that are of outstanding national heritage value to the Australian nation.

[Review the National Heritage List](#)

The National Heritage List is compiled and maintained by the Department of the Environment, Water, Heritage and the Arts and can be searched using the Australian Heritage Database.

[Find out more about the Australian Heritage Database](#)

### The National Heritage listing process

Anyone can nominate a place with outstanding heritage values for inclusion on the National Heritage List. The Australian Heritage Council assesses the values of nominated places against set criteria and makes recommendations to the Minister for the Department of the Environment, Water, Heritage and the Arts (the Minister) about listing. The final decision on listing is made by the Minister.

[Find out more about listing a heritage place](#)

### The National Heritage List criteria

When a place is nominated to be included on the National Heritage List, the Australian Heritage Council assesses the heritage value of that place against nine criteria, and significance thresholds.

[Find out more about the National Heritage List criteria](#)

### Protecting places on the National Heritage List

Listed places are protected by Australian Government laws and special agreements with state and territory governments and with Indigenous and private owners. Places on the list are protected under the *Environment Protection and Biodiversity Conservation Act 1999* (EPBC Act), which requires that approval be obtained before any action takes place that could have a significant impact on the national heritage values of a listed place.

[Find out more about the EPBC Act](#)

### Managing National Heritage places

To ensure the on-going protection of a national heritage place, National Heritage listing requires that a management

<http://www.environment.gov.au/heritage/about/national/index.html>

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plan be produced that sets out how the heritage values of the site will be protected or conserved.

[Find out about managing National Heritage Listed places](#)

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To determine whether a place has 'outstanding' heritage values, it is compared to other, similar types of places. This allows the Council to determine if one place is 'more' or 'less' significant compared to other similar places, or if it is unique. The degree of significance can also relate to the geographic area, for instance, the extent of a place's significance locally, regionally, nationally or internationally.

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## Heritage

### About Australia's heritage

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## Managing National Heritage places

To ensure the on-going protection of a National Heritage place, a management plan should be prepared that sets out how the heritage values of the site will be protected or conserved.

Plans need to be consistent with the National Heritage management principles. Where a National Heritage place is in a state or territory, the Australian Government must endeavour to ensure that a management plan is prepared and implemented in cooperation with the relevant state or territory government.

The Minister for the Environment and Water Resources (the Minister) is responsible for preparing management plans for National Heritage places in Commonwealth areas. Plans are required to be reviewed every five years.

## Heritage management principles

The National Heritage management principles provide a guiding framework for excellence in managing heritage properties. They set the standard and the scope of the way places should be managed in order to protect heritage values for future generations.

These principles should be used when preparing and implementing management plans and programs. In the absence of a management plan, they should guide the management of heritage values of a property.

### National Heritage management principles

1. The objective in managing National Heritage places is to identify, protect, conserve, present and transmit, to all generations, their National Heritage values.
2. The management of National Heritage places should use the best available knowledge, skills and standards for those places, and include ongoing technical and community input to decisions and actions that may have a significant impact on their National Heritage values.
3. The management of National Heritage places should respect all heritage values and seek to integrate, where appropriate, any Commonwealth, state, territory and local government responsibilities for those places.
4. The management of National Heritage places should ensure that their use and presentation is consistent with the conservation of their National Heritage values.
5. The management of National Heritage places should make timely and appropriate provision for community involvement, especially by people who:
  - a. have a particular interest in, or associations with, the place, and
  - b. may be affected by the management of the place.
6. Indigenous people are the primary source of information on the value of their heritage and the active participation of Indigenous people in identification, assessment and management is integral to the effective protection of Indigenous heritage values.
7. The management of National Heritage places should provide for regular monitoring, review and reporting on the conservation of National Heritage values.

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## Heritage

### Managing a heritage place

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## Management plans for national heritage places

### What is a management plan?

A management plan is a tool intended to help managers to conserve and protect the heritage values of heritage places. It is in an owner's interests to prepare a management plan to guide daily management issues, assist in decision-making and to support local, State and Commonwealth approvals processes.

The aim of a management plan is to:

- identify, protect, conserve, present and transmit the heritage values of a place to all generations
- ensure that the use of the place is consistent with its heritage values
- provide a process for ongoing monitoring, reviewing and reporting of the heritage values.

The management plan will achieve these aims by:

- using professional, experienced, expert resources and best practice models
- arranging for community and interested party consultation in the identification and management process
- involving relevant Indigenous people in the identification, assessment and management of places with Indigenous value, where this is relevant.

### Do I have to prepare a management plan?

A management plan must be prepared for every Commonwealth-owned National Heritage place (EPBC Act, s324S).

For places not wholly in Commonwealth ownership, the Australian Government must endeavour to ensure that a plan is prepared and implemented, in co-operation with the State or Territory jurisdiction where the place is located.

### What if I already have a management plan?

If a management plan is already in place then that plan should be assessed to determine if it recognises and protects National Heritage values. If it does, then it should include a suggested time for review. If it does not, then it should be reviewed at the first available opportunity. In the interim, the National Heritage management principles should be used to guide decisions affecting the place.

### How to write a management plan for a National Heritage place

A methodology, tips and resources to guide you through the process of writing a management plan.

[Preparing a management plan for a National Heritage place](#)

### What to include in your National Heritage place management plan?

Find out about what information you need to include in your management plan.

[What to include in your National Heritage place management plan](#)

## Accreditation of management plans

A management plan may be accredited by the Australian Government Minister for the Environment and Water Resources (the Minister).

The management plan and the law of the State or Territory in which the place is located, must meet the criteria prescribed by the Environment Protection and Biodiversity Conservation Regulations 2000.

In accrediting a management plan and entering into an approvals bilateral agreement, the Minister delegates his approval powers under the Environment Protection and Biodiversity Conservation Act 1999 (EPBC Act) to the relevant State/Territory Minister. This means any action proposed to be taken in accordance with an accredited management plan will not need to be referred to the Minister for a decision.

Before the management plan can be accredited, the Minister must cause it to be laid before each House of the Australian Parliament for a disallowance period of 15 sitting days. Following accreditation of the plan, the approvals bilateral agreement may be signed.

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## Heritage

### National heritage

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## Find places on the National Heritage List

Select from the list below or use our [interactive map](#) below to find out more about a listed place.

Places	Location
<a href="#">Bondi Beach</a>	NSW
<a href="#">Brewarrina Aboriginal Fish Traps (Baiaames Ngunnhu)</a>	NSW
<a href="#">Cockatoo Island</a>	NSW
<a href="#">Cyprus Hellene Club - Australian Hall</a>	NSW
<a href="#">First Government House Site</a>	NSW
<a href="#">Gondwana Rainforests of Australia - Barrington Tops Area</a>	NSW
<a href="#">Gondwana Rainforests of Australia - Focal Peak Group</a>	NSW
<a href="#">Gondwana Rainforests of Australia - Hastings-Macleay Group</a>	NSW
<a href="#">Gondwana Rainforests of Australia - Iluka Nature Reserve</a>	NSW
<a href="#">Gondwana Rainforests of Australia - Main Range Group</a>	NSW
<a href="#">Gondwana Rainforests of Australia - New England Group</a>	NSW
<a href="#">Gondwana Rainforests of Australia - Shield Volcano Group</a>	NSW
<a href="#">Gondwana Rainforests of Australia - Washpool and Gibraltar Range</a>	NSW
<a href="#">Greater Blue Mountains</a>	NSW
<a href="#">Hyde Park Barracks</a>	NSW
<a href="#">Ku-ring-gai Chase National Park, Lion, Long and Spectacle Island Nature Reserves</a>	NSW
<a href="#">Kurnell Peninsula Headland</a>	NSW
<a href="#">Lord Howe Island Group</a>	NSW
<a href="#">Myall Creek Massacre and Memorial Site</a>	NSW
<a href="#">North Head - Sydney</a>	NSW
<a href="#">Old Government House and the Government Domain</a>	NSW
<a href="#">Old Great North Road</a>	NSW
<a href="#">Royal National Park and Garawarra State Conservation Area</a>	NSW
<a href="#">Sydney Harbour Bridge</a>	NSW
<a href="#">Sydney Opera House</a>	NSW
<a href="#">Warrumbungle National Park</a>	NSW
<a href="#">Willandra Lakes Region</a>	NSW
<a href="#">Bonegilla Migrant Camp - Block 19</a>	VIC

<http://www.environment.gov.au/heritage/places/national/index.html>

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<u>Budj Bim National Heritage Landscape - Mt Eccles Lake Condah Area</u>	VIC
<u>Budj Bim National Heritage Landscape - Tyrendarra Area</u>	VIC
<u>Castlemaine Diggings National Heritage Park</u>	VIC
<u>Echuca Wharf</u>	VIC
<u>Eureka Stockade Gardens</u>	VIC
<u>Flemington Racecourse</u>	VIC
<u>Flora Fossil Site - Yea</u>	VIC
<u>Glenrowan Heritage Precinct</u>	VIC
<u>Grampians National Park (Gariwerd)</u>	VIC
<u>HMVS Cerberus</u>	VIC
<u>High Court of Australia (former)</u>	VIC
<u>ICI Building (former)</u>	VIC
<u>Melbourne Cricket Ground</u>	VIC
<u>Mount William Stone Hatchet Quarry</u>	VIC
<u>Newman College</u>	VIC
<u>Point Cook Air Base</u>	VIC
<u>Point Nepean Defence Sites and Quarantine Station Area</u>	VIC
<u>Rippon Lea House and Garden</u>	VIC
<u>Royal Exhibition Building and Carlton Gardens</u>	VIC
<u>Sidney Myer Music Bowl</u>	VIC
<u>Australian Fossil Mammal Sites (Riversleigh)</u>	QLD
<u>Dinosaur Stampede National Monument</u>	QLD
<u>Fraser Island</u>	QLD
<u>Glass House Mountains National Landscape</u>	QLD
<u>Gondwana Rainforests of Australia - Focal Peak Group</u>	QLD
<u>Gondwana Rainforests of Australia - Main Range Group</u>	QLD
<u>Gondwana Rainforests of Australia - Shield Volcano Group</u>	QLD
<u>Great Barrier Reef</u>	QLD
<u>Tree of Knowledge and curtilage</u>	QLD
<u>Wet Tropics of Queensland</u>	QLD
<u>Australian Fossil Mammal Sites (Naracoorte)</u>	SA
<u>Ediacara Fossil Site - Nilpena</u>	SA
<u>South Australian Old and New Parliament Houses</u>	SA
<u>Batavia Shipwreck Site and Survivor Camps Area 1629 - Houtman Abrolhos</u>	WA
<u>Dampier Archipelago (including Burrup Peninsula)</u>	WA
<u>Dirk Hartog Landing Site 1616 - Cape Inscription Area</u>	WA
<u>Fremantle Prison (former)</u>	WA
<u>Purnululu National Park</u>	WA

<http://www.environment.gov.au/heritage/places/national/index.html>

19/06/2008

<a href="#">Shark Bay, Western Australia</a>	WA
<a href="#">Stirling Range National Park</a>	WA
<a href="#">Brickendon Estate</a>	TAS
<a href="#">Cascades Female Factory</a>	TAS
<a href="#">Coal Mines Historic Site</a>	TAS
<a href="#">Darlington Probation Station</a>	TAS
<a href="#">Macquarie Island</a>	TAS
<a href="#">Port Arthur Historic Site</a>	TAS
<a href="#">Recherche Bay (North East Peninsula) Area</a>	TAS
<a href="#">Richmond Bridge</a>	TAS
<a href="#">Tasmanian Wilderness</a>	TAS
<a href="#">Woolmers Estate</a>	TAS
<a href="#">Hermannsburg Historic Precinct</a>	NT
<a href="#">Kakadu National Park</a>	NT
<a href="#">Uluru - Kata Tjuta National Park</a>	NT
<a href="#">Wave Hill Walk Off Route</a>	NT
<a href="#">Australian Academy of Science Building</a>	ACT
<a href="#">Australian War Memorial and the Memorial Parade</a>	ACT
<a href="#">High Court - National Gallery Precinct</a>	ACT
<a href="#">Old Parliament House and Curtilage</a>	ACT
<a href="#">Heard and McDonald Islands</a>	EXT
<a href="#">Kingston and Arthurs Vale Historic Area</a>	EXT
<a href="#">Mawsons Huts and Mawsons Huts Historic Site</a>	ANTA

If you can't use the interactive map below, see our [full list of places on the National Heritage List](#).

-- Zoom to a National Heritage place on the map -- Map data ©2008 Europa Technologies - Terms of Use

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Last updated: Wednesday, 07-May-2008 08:21:39 EST

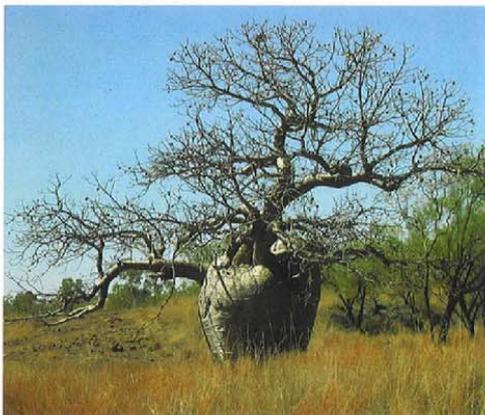
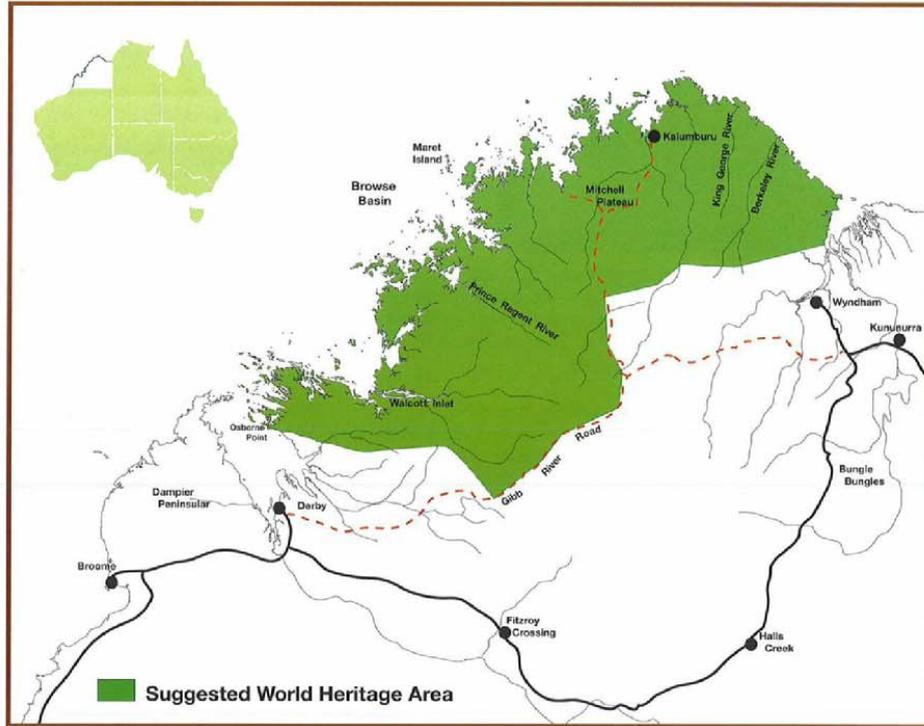
Department of the Environment, Water, Heritage and the Arts  
GPO Box 787  
Canberra ACT 2601 Australia  
+61 (0)2 6274 1111 ABN

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# HELP SAVE THE KIMBERLEY



Western Australia's Kimberley region is approximately the size of Victoria stretching from the Indian Ocean to the Northern Territory border and is enriched with great diversity of country, people and industry. Its isolation has made its north-west one of the world's last true remaining wilderness areas.

The North West Kimberley contains exceptional bio-diversity, a spectacular and fragile coastline, thousands of isolated islands, undisturbed abundant rivers and waterfalls, endangered and prolific native flora and fauna and the world's most significant rock art galleries, set against the backdrop of a pristine wilderness.

A Campaign to Save the Kimberley is gaining momentum. This campaign needs your support to stop ad hoc destructive industrialization and development which will have a devastating effect on this majestic area.

A number of multi-national companies behind proposed large scale industrial development in places like the Maree Islands and the isolated Mitchell Plateau are presently wooing traditional owners and other local community groups with promises of fists full of dollars, Toyotas, improved education, health and job opportunities and short term economic prosperity. (Modern day baubles and beads approach.) What these sophisticated public relations teams are not telling, is that if the natural gas from the Browse Basin is brought ashore to the proposed deep water port on the Maree Islands from which the LNG would be exported, the Kimberley environment as we know it today will be ruined.

# SAVE THE KIMBERLEY



At present there are no towns, no roads, virtually no people, no jobs and no marginal seats in this North West Kimberley area. It is isolated, pristine wilderness containing the ancient secrets and rock paintings of the first Australians in a natural environment. It is also home to prolific and rare native flora and fauna which have survived for thousands of undisturbed years.

Now is the time to put the Kimberley and all her wonders into crisp focus, and to stop the proposed industrial developments, before they take on a life of their own.

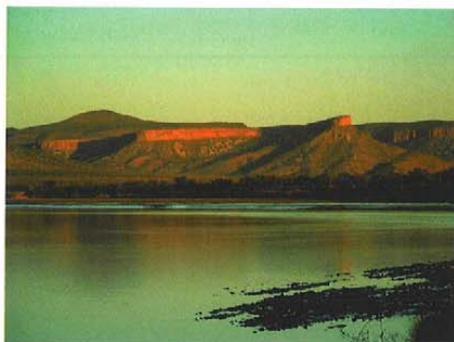


There is recognition of the huge economic benefits to the nation that natural gas extraction offers, but Australians must urge that this presently blank canvas is painted and developed with a sensible, economically/environmentally balanced long term plan, so that protection and preservation of one of the world's last remaining unspoiled wilderness areas is not compromised.

Natural gas can be piped south to the Pilbara or exported from an off-shore platform. The Kimberley has some of the largest tides in the world. What would huge oil/gas carrying ships do to our coastline with even one small oil spill? The Browse Basin gas need not be processed onshore destroying our unique Kimberley forever, for local people to reap economic benefits. The benefits of piping the gas south will be twofold – economically, culturally AND environmentally. The Kimberley's greatest asset is her lack of development, and in one hundred years' time, wilderness will be the most sought after commodity in the world.

The WA State Government has established a Northern Development Taskforce comprising heads of government departments, to manage across-government planning processes and stakeholder consultation in the selection and development of a suitable location for the processing of the Browse gas reserves. It has stated that it welcomes community input.

The Federal Minister for the Environment has recently announced a 'big picture' strategic assessment of the Kimberley under the Environment Protection and Biodiversity Conservation Act. Minister Peter Garrett said 'neither Government wants piecemeal project development with multiple ports and processing plants along the Kimberley coast'. This statement is welcomed.



Those of you who have visited the Kimberley either by boat, helicopter or vehicle and who have taken away some of her magical beauty in your hearts, please help by giving your support in convincing the corporate/mining/ banking sectors and the Governments (Commonwealth and State) that the environmental



heritage of the Kimberley is not for sale at any price. A move to have the North Kimberley declared a World Heritage Area has begun. We must not lose.

The North Kimberley belongs to all Australians and to the world. The multi-national companies proposing to exploit the Kimberley have vast resources to achieve their goals. People power can be just as effective as dollars. Your support in the campaign to Save the Kimberley is important and urgently needed.

If we don't act now, the Kimberley as we know and love it, will be gone forever.

Visit [www.savethekimberley.com](http://www.savethekimberley.com)

Write to your local Member of Parliament and please ask your friends to support the Save the Kimberley Campaign.

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## 12.6. ELECTED MEMBER REPORTS

Cr J Buchanan –

- Attended the Airport Committee meeting 8 July 2008.
- Attended the Kununurra Visitors Centre Committee Meeting.
- Opening of Something Concrete facility at the Kununurra Shire Depot

Cr J Moulden -

- Attended Baby Tree planting and Better Beginnings initiative July 4<sup>th</sup>
- Attended the public briefing on the Aerial Electromagnetic Surveying Project July 8<sup>th</sup>

Cr F Mills –

- Opening of NAIDOC Week celebrations
- Attended the Airport Committee meeting 8 July 2008

Cr P Caley –

- Attended the Airport Committee meeting 8 July 2008
- Attended the Opening of Wella in Wyndham

Cr R Addis

- Meeting with His Excellency Abel Guterres (Consul General East Timor), Kevin Austin (Human Securities International), and Kununurra industry representatives regarding Timor-Leste Youth Employment Pilot.
- Opening of Something Concrete facility at the Kununurra Shire Depot.
- Opening of NAIDOC week celebrations

### 13. MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

#### 13.1. Motion To Enable Discussion Of General Business

<b>DATE:</b>	15 July 2008
<b>PROPONENT:</b>	Cr Frederic Mills
<b>LOCATION:</b>	N/A
<b>AUTHOR:</b>	Cr Frederic Mills
<b>REPORTING OFFICER:</b>	Peter Stubbs, Chief Executive Officer
<b>FILE NO:</b>	60.14.03

#### **PURPOSE OF MOTION**

To enable Councillors to bring to the attention of Council and Councillors items of importance but of a general nature in a timely manner.

#### **MOTION**

*That this council will allow discussion and arrival at resolution of items of general business brought before a Council meeting by Councillors providing that such an item is of a general nature and such discussion will require little or no background information of that provided by the Councillor(s) raising the item for discussion. If such a matter, in the opinion of the Councillors present require more background information before a resolution, then Council may refer the matter to the appropriate officer so that an agenda item can be prepared with full background detail, with such agenda item being part of the agenda at the next general meeting of Council or as otherwise decided by the motion of Council referring the item of general business.*

#### **OFFICER'S COMMENT**

Council's Agenda structure is guided by the Councils Local Law related to its Standing Orders.

Clause 2.2 of Council's Standing Orders and provided below relates to the Council Agenda structure.

#### **2.2 Order of Business**

(1) Unless otherwise decided by the Council the order of business at any ordinary meeting of the Council is to be as follows -

- (a) Declaration of opening/Announcement of visitors
- (b) Record of attendance/Apologies/Leave of absence (previously approved)
- (c) Response to previous public questions taken on notice
- (d) Public question time
- (e) Applications for leave of absence
- (f) Petitions
- (g) Confirmation of minutes
- (h) Announcements by the person presiding without discussion
- (i) Matters for which meeting may be closed

- (j) Reports
- (k) Motions of which previous notice has been given
- (l) Questions by members of which due notice has been given
- (m) Urgent business approved by the person presiding or by decision
- (n) Matters behind closed doors
- (o) Closure.

(2) Unless otherwise decided by the members present, the order of business at any special meeting of the Council or at a committee meeting is to be the order in which that business stands in the agenda of the meeting.

(3) Notwithstanding subclauses (1) and (2) in the order of business for any meeting of the Council or a committee, the provisions of the Act and Regulations relating to the time at which public question time is to be held are to be observed.

(4) Notwithstanding subclause (1), the CEO may include on the agenda of a Council or committee meeting in an appropriate place within the order of business any matter which must be decided, or which he or she considers is appropriately decided, by that meeting.

Local Government industry practice has been to move away from inclusion of general business on Council's Agenda's because its inclusion can lead Councils into minor and operational matters that should be dealt with routinely outside of Council meetings using other mechanisms like Delegated Authority.

Request for action to resolve outstanding matters should be conveyed in writing so that auditable records of such are generated enabling monitoring of implementation and rationale for actions taken.

Members already have the opportunity to formally lodge questions in advance of Councils meetings for which they would like responses given in a public Council meeting. This option has rarely been used in the past 3 years at least.

Members already have the option of lodging Notice of Motions on issue they believe require decision of Council. This has occasionally been used.

Members have the option of raising urgent business with the approval of the Presiding Member or by decision of Council. This option is rarely used.

Council has scheduled at the Shire Presidents request a review of its Standing Orders and Council Agenda's and meeting operations with the Department of Local Government and Regional Development. It is considered prudent to defer consideration of the Notice of Motions until at least after that review has occurred on the 19 August 2008.

Given the above options inclusion of General Business as standing item on Councils' agenda's is not considered necessary.

## **ATTACHMENTS**

*Attachment 1: Notice of Motion form*

*Attachment 2: Department of Local Government and Regional Development  
Comment*

## **VOTING REQUIREMENT**

Simple Majority

**Moved: Cr F Mills**

**Seconded: Cr K Wright**

***That this council will allow discussion and arrival at resolution of items of general business brought before a Council meeting by Councillors providing that such an item is of a general nature and such discussion will require little or no background information of than that provided by the Councillor(s) raising the item for discussion.***

***If such a matter, in the opinion of the Councillors present require more background information before a resolution, then Council may refer the matter to the appropriate officer so that an agenda item can be prepared with full background detail, with such agenda item being part of the agenda at the next general meeting of Council or as otherwise decided by the motion of Council referring the item of general business.***

**Cr F Mills and Cr K Wright withdrew the motion**

Cr D Ausburn and Mr Peter Stubbs left the meeting at 7.26pm

Cr D Ausburn and Mr Peter Stubbs returned to the meeting at 7.27pm

Cr J Parker and Mr Alex Douglas left the meeting at 7.28pm

Ms Karyn Apperley left the meeting at 7.29pm

Cr J Parker returned to the meeting at 7.29pm

Mr Peter Stubbs returned to the room at 7.30pm

Cr D Ausburn left the meeting at 7.33pm

Cr D Ausburn returned to the meeting at 7.34pm

Attachment 1: Notice of Motion form



**Shire of Wyndham East Kimberley  
Notice of Motion Form**

*To be completed and handed to the Chief Executive Officer at least three clear days prior to the Council meeting at which it is to be considered.*

<b>DATE:</b>	
<b>SUBJECT:</b>	<b>General Business</b>
<b>PROPOSED BY COUNCILLOR:</b>	<b>Cr F Mills</b>
<b>SIGNATURE:</b>	

**PURPOSE OF THE MOTION:**

To enable Councillors to bring to the attention of Council and Councillors items of importance but of a general, easily resolved nature in a timely manner

**BACKGROUND TO THE ISSUE:**

In the past there has been reluctance on the part of some members of administration and occasionally a Council member to allow items of general business to be raised by Councillors at the end of a Council meeting. This has frustrated members of Council and hence members of the public on a number of occasions because of the inability of Councillors to resolve even simple items brought to their attention. The purpose of this Notice of Motion is to resolve at open Council this matter

**MOTION:**

That this council will allow discussion and arrival at resolution of items of general business brought before a Council meeting by Councillors providing that such an item is of a general nature and such discussion will require little or no background information of than that provided by the Councillor(s) raising the item for discussion.  
If such a matter, in the opinion of the Councillors present requires more background information before resolution, then Council may refer the matter to the appropriate officer so that an agenda item can be prepared with full background detail, with such agenda item being part of the agenda at the next general meeting of Council or as otherwise decided by the motion of Council referring the item of general business.

**COMMENT:**

Background information explains, and provides sufficient information. The motion is self explanatory.

RECEIVED IN OFFICE ON:		9/7/08 (date)	(time) 1.30pm
BY (OFFICER'S SIGNATURE)			

G:\Corporate Services\Council Meetings\Templates\Notice of Motion form.doc

*Attachment 2: Department of Local Government and Regional Development  
Comment*

**From:** Jenni Law [mailto:jenni.law@dlgrd.wa.gov.au]  
**Sent:** Wednesday, 9 July 2008 4:21 PM  
**To:** Peter Stubbs  
**Subject:** RE: Kununurra- General Business

Peter

The Department took a stand of this many years ago, to stop decisions at a Council meeting being made without a adequate background information and officer advice. In past this has been used by elected members to have their minor works requests and other small issues dealt with at a Council level. This approach is out of step with the view that Council sets strategic direction and does not involve itself in operation tasks,

Most LGs have a process in place where a Councillor can request the CEO to prepare a report on a matter or if this fails they can lodge a notice of motion.

Regards

Jenni

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**From:** Peter Stubbs [mailto:CEO@thelastfrontier.com.au]  
**Sent:** Wednesday, 9 July 2008 3:29 PM  
**To:** Darryl Schorer  
**Subject:** Kununurra- General Business

What is the Departments view of Council including provision for General Business on their Council Agenda's? Council has a Notice of Motion before it from one is members to amend its Agenda's to make way for this.

Peter Stubbs  
CEO  
Shire of Wyndham East Kimberley  
91684109  
0417 962 629

14. **QUESTIONS BY MEMBERS OF WHICH DUE NOTICE HAS BEEN GIVEN**
15. **URGENT BUSINESS APPROVED BY THE PERSON PRESIDING OR BY DECISION**
- 15.1. **Timor Leste Youth Employment Migration Program With Australia**

<b>DATE:</b>	15 July 2008
<b>PROPONENT:</b>	Democratic Republic of Timor-Leste
<b>LOCATION:</b>	Kimberley
<b>AUTHOR:</b>	Peter Stubbs, Chief Executive Officer
<b>REPORTING OFFICER:</b>	Peter Stubbs, Chief Executive Officer
<b>FILE NO:</b>	60.03.01

### **PURPOSE**

For Council to be informed on, and to consider supporting, the Timor Leste Governments request and proposal to the Commonwealth of Australia for a Timor Leste Youth Employment Migration Cooperation Program Pilot for the Kimberley region.

### **BACKGROUND**

1. The Prime Minister for Timor Leste has requested the Prime Minister for Australia to consider a pilot program to assist meet two needs - those being the skills/labour shortage in Australia and the need for skills development in the Timor Leste population.
2. On 27 February 2008 Minister MacTiernan released a press release announcing a formal arrangement between Western Australia and Timor Leste for exchange of staff in the construction industry.
3. On the 15 April 2008 Minister MacTiernan released a press release announcing the opportunity for Kimberley Tour Operators to employ Timorese people for seasonal workloads.
4. A Memorandum of Understanding has been signed between the WA Government and Timor Leste to grow the relationship between the two.
5. Minister MacTiernan is supportive of Proposed Kimberley Western Australia Pilot - Timor Leste Youth Employment Migration Program with Australia. Her advisor Steve Potter visited Kununurra last week to encourage support, and forecast that the Minister had offered a delegation to Canberra if required to demonstrate support for it.
6. Timor Leste is about 1 millions people. 50% of the population is estimated to be under 18 years of age. 70% of the population is unemployed. Timor has been disadvantaged in its education of young people through civil unrest and war.
7. The Consulate General of the Democratic Republic of Timor Leste visited the Kimberley region in July 2008 to urge support for the proposed Timor Leste Youth Employment Migration Cooperation Program Pilot for the Kimberley region. He met with the Shire of Broome and Broome industries

representatives and received enthusiastic support for the proposed pilot. In the East Kimberley he met with:

Deputy Shire	President Cr Ralph Addis
Peter Stubbs	CEO Shire
Gabi Bloecker	Chairperson Ord River Co-Operative
Lachlan Dobson	Employer- Rewards Group
Craig Dobson	Vice Chair Ord River Co-Operative Co-Operative
Malcolm Baker	Employer Tropical Forestry Services

8. The Australian Commonwealth Government is establishing a support program for South Pacific Island nations similar to what Timor Leste are requesting.
9. The Shire of Broome have confirmed that is supportive of the - Proposed Kimberley Western Australia Pilot. Timor Leste Youth Employment Migration Program with Australia

### **STATUTORY IMPLICATIONS**

National Immigration Laws

### **POLICY IMPLICATIONS**

Nil

### **FINANCIAL IMPLICATIONS**

Nil

### **STRATEGIC IMPLICATIONS**

Timor Leste is close neighbour of Australia and the Kimberley. It is country in post conflict recovery.

### **COMMUNITY CONSULTATION**

Limited to:

Deputy Shire	President Cr Ralph Addis
Peter Stubbs	CEO Shire
Gabi Bloecker	Chairperson Ord River Co-Operative
Lachlan Dobson	Employer- Rewards Group
Craig Dobson	Vice Chair Ord River Co-Operative Co-Operative
Malcolm Baker	Employer Tropical Forestry Services

### **COMMENT**

Nil

### **ATTACHMENTS**

1. Paper - Proposed Kimberley Western Australia Pilot. Timor Leste Youth Employment Migration Program with Australia.

2. Memorandum of Understanding- State Government and Timor Leste

**VOTING REQUIREMENT**

Simple Majority

**RECOMMENDATION**

*That Council write to the Commonwealth Government and Timor Leste Consulate confirming its support for the proposed Kimberley Western Australia Pilot - Timor Leste Youth Employment Migration Program with Australia.*

**Minute No.8305**

**Moved: Cr J Buchanan**

**Seconded: Cr D Ausburn**

*That item 15.1, Timor Leste Youth Employment Program with Australia, be accepted as a late item.*

**Carried Unanimously 8/0**

**COUNCIL DECISION**

**Minute No.8306**

**Moved: Cr K Wright**

**Seconded: Cr D Ausburn**

*That Council suspend Standing Order 7.5 to allow Councillors to speak more than once on this Item.*

**Carried Unanimously 8/0**

**COUNCIL DECISION**

**Minute No.8307**

**Moved: Cr J Parker**

**Seconded: Cr J Buchanan**

*That Council resume Standing Order 7.5.*

**Carried Unanimously 8/0**

**COUNCIL DECISION**

**Minute No.8308**

**Moved: Cr J Parker**

**Seconded: Cr J Buchanan**

*That Council write to the Commonwealth Government and Timor Leste Consulate confirming its support for the proposed Kimberley Western Australia Pilot - Timor Leste Youth Employment Migration Program with Australia.*

**Carried 5/2**

**NOTE: Cr K Wright requested that the votes for and against the motion be recorded.**

**For: Cr K Wright  
Cr F Mills  
Cr J Buchanan  
Cr D Ausburn  
Cr J Moulden**

**Against: Cr P Caley  
Cr R Addis**

Mr Bevan Spackman left the meeting at 7.55pm

**16. MATTERS BEHIND CLOSED DOORS**

**16.1 Tender T22-07/08 - Construction of Checked Baggage Screening Extensions to the East Kimberley Regional Airport Terminal Building**

<b>DATE:</b>	15 July 2008
<b>PROPONENT:</b>	Shire of Wyndham East Kimberley
<b>LOCATION:</b>	Shire of Wyndham East Kimberley
<b>AUTHOR:</b>	Jo-Anne Ellis, Executive Manager Corporate Services
<b>REPORTING OFFICER:</b>	Peter Stubbs, Chief Executive Officer
<b>FILE NO:</b>	66.56.22
<b>ASSESSMENT NO:</b>	N/A

*This Item was considered behind closed doors under section 5.23 (2) (c) of the Local Government Act 1995 as it involved a contract which may be entered into, by the local government.*

**COUNCIL DECISION**

**Minute No.8309**

**Moved: Cr F Mills**

**Seconded: Cr P Caley**

***That Council award tender T22-07/08 - Construction of Checked Baggage Screening Extensions to the East Kimberley Regional Airport Terminal Building to KGC Enterprises Pty Ltd at a contract price of \$252,728 excluding GST.***

**Carried Unanimously 8/0**

## **16.2 Council/Governance Operation**

While behind closed doors the Presiding Member raised with Council the perceived need for future discussion about working interface/relationship between Councillors, Council and Management, and suggested this be discussed at the Briefing Session 5 August 2008, and with Department of Local Government Regional Development when they visit 19 August 2008, for agenda, minute and Standing Order review. The Presiding Member and Deputy President suggested that discussions were best to happen when the Shire President and all Councillors were present.

## **17. CLOSURE**

With all matters of business complete the chair declared the meeting closed at 8.09pm