



## **MINUTES OF ORDINARY MEETING OF COUNCIL**

**HELD ON 17 MARCH 2009**

I hereby certify that the Minutes of the Ordinary Meeting of Council held 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, 17 MARCH AT 6:00 PM

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

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

Cr R Addis	Deputy President
Cr D Ausburn	Councillor
Cr R Boshammer	Councillor
Cr P Caley	Councillor
Cr J Moulden	Councillor
Cr J Parker	Councillor
Cr K Torres	Councillor
Cr K Wright	Councillor

P Stubbs	Chief Executive Officer
K Apperley	Executive Manager Community Services
A Douglas	Executive Manager Engineering & Regulatory Services
S Russell	Executive Support Officer – Corporate/Minute Taker

**PUBLIC GALLERY**

Ros Hegarty  
Cecily Richardson  
Nick Richardson  
Megan Alchin  
Darren Spackman

**LEAVE OF ABSENCE ( PREVIOUSLY APPROVED)**

Cr F Mills	Shire President
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### **3. DECLARATIONS OF INTEREST**

- **Financial Interest**

Cr J Parker declared a Financial Interest in Item 12.5.3 East Kimberley Youth Services Funding Offer as she works for Joorook Ngauri and co-ordinator of WELA. Also in Item 12.2.4 Cambridge Gulf Limited Shares as her husband is employed by them.

Cr R Addis declare a Financial Interest in Item 12.5.3 East Kimberley Youth Services Funding Offer as he is the CEO of Wunan. And also 16.4 HM Development Pty Ltd Proposed Investment as he is employed by a company that may consider investing.

Cr R Boshammer declared a Financial Interest In Item 12.2 4 Cambridge Gulf Limited Shares.

P Stubbs declared a Financial Interest in Item 12.2.1 Request for Sale of Airport Land (Melon Farm Pty Ltd) as Melon Farm Pty Ltd own Thrifty Car Hire which employs his wife. Also Item 16.3 CEO Performance Indicators due to employment related.

- **Impartiality Interest**

Nil

- **Proximity Interest**

Nil

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

Public Question submitted 16 March 2009 by Cecily Richardson

With the onset of the 2009 Sailing Season Ord River Sailing Club seeks Council advice on how members are to safely access the Ord River Sailing Club Boat Shed and safe access+ to the traditional launching area to enable them to sail until such time as lease of original or proposed new site is secured.

### **5. PUBLIC QUESTION TIME**

### **6. PETITIONS**

Nil

**7. APPLICATIONS FOR LEAVE OF ABSENCE**

Nil

**8. CONFIRMATION OF MINUTES**

**8.1 Confirmation of Minutes of the Ordinary Council Meeting held on 17 February 2009 (8580)**

**RECOMMENDATION**

That Council confirm Minutes of the Ordinary Council Meeting held on 17 February 2009

**COUNCIL DECISION**

*Minute No. 8580*

*Moved:Cr K Wright*

*Seconded:Cr D Ausburn*

*That Council confirm Minutes of the Ordinary Council Meeting held on 17 February 2009*

**CARRIED UNANIMOUSLY: (8/0)**

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

Nil

**10. DEPUTATIONS/PRESENTATIONS/SUBMISSIONS**

Nil

**11. MINUTES OF COUNCIL COMMITTEE MEETINGS**

**11.1. Minutes of Audit Committee Meetings**

**11.1.1 MINUTES OF AUDIT COMMITTEE MEETING HELD ON TUESDAY 10 MARCH 2009(8581)**

**RECOMMENDATION**

That Council note the unconfirmed minutes of the Airport Committee held on Tuesday 10 March 2009

**COUNCIL DECISION**

***Minute No.8581***

***Moved:Cr D Ausburn Seconded: Cr K Wright***

***That Council note the unconfirmed minutes of the Airport Committee held on Tuesday 10 March 2009***

***CARRIED (8/0)***

**11.2. Minutes of Airport Committee Meetings**

Nil

## 12. REPORTS

### 12.1. MATTERS ARISING FROM COMMITTEES OF COUNCIL

#### 12.1.1 REVIEW OF POLICY F19 - PURCHASING AND TENDERING POLICY (8582) (8583) (8584)

<b>DATE:</b>	17 March 2009
<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>	Gill Old Acting Executive Manager Corporate Services
<b>FILE NO:</b>	60.02.01
<b>ASSESSMENT NO:</b>	N/A

#### **PURPOSE**

To consider revised policy F19 – Purchasing and Tendering Policy as reviewed by the Audit Committee

#### **BACKGROUND**

Council amended policy F19 – Purchasing and Tendering Policy on 17 April 2007 following the amendment to legislative requirements that increased the tender threshold from \$50,000 to \$100,000 if the Council has a purchasing policy.

The Audit Management Report for the year ended 30 June 2008 raised a compliance issue in relation to the Purchasing Policy:

*We noted the purchasing policy did not state record keeping requirements as required by Functions and General Regulation 11 (3)(b). To help ensure compliance with the Functions and General Regulation, we recommend the purchasing policy be amended to include these.*

Additionally the Audit Committee Planner has flagged the Purchasing Policy for review due to the need to expand the policy to include reference to Synergy and purchasing of items not required to go to tender.

#### **STATUTORY IMPLICATIONS**

Local Government Act 1995  
Local Government Act 1995 – Functions and General Regulations – Part 4

#### **POLICY IMPLICATIONS**

Policy F19- Purchasing and Tendering Policy

#### **FINANCIAL IMPLICATIONS**

Appropriate purchasing methods improve financial outcomes

## **STRATEGIC IMPLICATIONS**

By adopting a purchasing policy with guidelines for all purchasing Council is guiding appropriate purchasing behaviours

## **COMMUNITY CONSULTATION**

Community Consultation is not required in relation to this item

## **COMMENT**

The revised policy provides greater guidance for purchases below the tender threshold to promote greater consistence in purchasing across the organisation and greater accountability is placed on purchasing officers to follow appropriate purchasing behaviours.

## **ATTACHMENTS**

Current Policy F19 – Purchasing and Tendering Policy  
Revised Policy F19 – Purchasing and Tendering Policy

## **VOTING REQUIREMENT**

Simple Majority

## **OFFICER'S RECOMMENDATION**

That the Audit Committee recommends to Council to adopt revised policy F19 – Purchasing and Tendering Policy

## **COMMITTEE DECISION**

Minute AC122

Moved: Cr F Mills

Seconded: Cr D Ausburn

*That the Audit Committee recommends to Council to adopt revised policy F19 – Purchasing and Tendering Policy.*

Carried Unanimously: 4/0

## **COMMITTEE RECOMMENDATION**

*That Council adopts revised policy F19 – Purchasing and Tendering*

## **COUNCIL DECISION**

**Minute No. 8582**

**Moved:Cr D Ausburn  
Seconded:Cr J Parker**

**That Council adopts revised Policy F19 - Purchasing and Tendering**

**CARRIED UNANIMOUSLY: (8/0)**

**Minute No: 8583**

**Moved:Cr D Ausburn  
Seconded:Cr J Moulden**

**That Council move to rescind previous motion Minute Number 8582**

**CARRIED: (8/0)**

*Cr Ausburn, Moulden and Wright moved to accept the rescission of Minute Number 8582*

**Minute No: 8584**

**Moved:Cr D Ausburn  
Seconded:Cr K Wright**

**That Council adopts revised policy F19 - Purchasing and Tendering with the following amendments:**

1. **Pg 14 Change \$39,000 to \$49,000**
2. **Pg 15 Change \$40,000 to \$50,000**
3. **Pg 15 Change requestion to requisition**
4. **Pg 16 Change \$40,000 to \$50,000**
5. **Pg 15 Change '\$100,000 and above, the panel must contain a minimum of 3 members' to include 'requirement includes one Audit Committee Member'**
6. **Pg 17 Change 'Tenders are to be opened in the presence of the Chief Executive Officer's delegated nominee and preferably at least one other Council Officer' to 'Tenders are to be opened in the presence of the Chief Executive Officer's delegated nominee and and Audit Committee Member.'**
7. **Amend date to 17/03/09**

**CARRIED: (8/0)**

<b>POLICY No:</b>	<b>F19</b>
<b>DIVISION</b>	<b>Finance</b>
<b>SUBJECT:</b>	<b>Purchasing and Tendering Policy</b>
<b>REPORTING OFFICER</b>	<b>Executive Manager of Corporate Services</b>

**Objective:**

To provide clear guidelines to the council and its officers (or Consultants on behalf of the council) for procuring goods or services through direct purchasing where the value is expected to be less than \$50,000 and where the value is expected to be \$50,000 or more through Public Tender.

**Policy:**

The scope of this policy includes the procurement of goods or services pursuant to Section 3.57 of the Local Government Act 1995, where the value is expected to be more than \$50, 000 (excluding GST) and not exempted under Regulation.

The Chief Executive officer will undertake to ensure that compliance with legislative requirements is maintained and that the procedures implemented are capable of withstanding scrutiny and provide appropriate transparency of the Councils practices toward the procurement of goods or services.

The Chief Executive Officer will undertake to put in place competent practises to ensure best value for money, best practise in management, transparency, environmental performance and that appropriately qualified staff resources, together with training are provided in support of these practises.

1. Procedure for the procurement of goods or services through direct purchasing.

The three categories where the value of procurement is, or is expected to be:

- a) Less than \$1000- one verbal quotation is required.
- b) Between \$1001 and \$9,999 – at least two written quotations are required.
- c) Between \$10,000 and 49,999 – at least three written quotations are required.

(a) Less than \$1000

Where the value of procurement of goods or services does not exceed \$1,000, one verbal quotation is required to be obtained, however it is recommended to use professional discretion and occasionally undertake market testing to ensure best value is maintained. For the purchase of simple low value, low risk goods and services or “Petty Cash” type purchases under \$1000, accountability is basically proof of purchase by way of receipt.

(b) Between \$1001 and \$9,999

This category is for the procurement of goods or services where the value of such procurement ranges between \$1001 and \$9,999. At least two written quotes are required (*but where it is not practical e.g. due to limited suppliers it must be noted in the process.*)

The CEO may, at his discretion, waive the requirements to obtain two quotes providing that written, justifiable reasons for such waiver are provided by the officer responsible, and file noted accordingly.

(c) Between \$10,000 and \$49,999

For the procurement of goods or services where the value exceeds \$10,000 but is less than \$49,999 it is required that the purchaser obtain at least three written quotes (*but where it is not practical e.g. due to limited suppliers it must be noted in the process.*)

The CEO may, at his discretion, waive the requirements to obtain three quotes providing that written, justifiable reasons for such waiver are provided by the officer responsible, and file noted accordingly.

For the procurement range, the selection should not be based on price alone, and it is strongly recommended to consider some of the qualitative factors such as quality, stock availability, accreditation, time for completion or delivery, warranty conditions, state of the art technology, maintenance requirements, organisation's capability, previous relevant experience and any other relevant factors as part of the assessment of the quote.

Notes

- The responsible officer is expected to demonstrate due diligence seeking quotes and to comply with any audit and/or record keeping requirements.
- As far as practicable, the price should not be the only criterion for selection of a quote.

(2) Procedure for the procurement of goods or services through public tendering.

The preferred "best practise" tendering processes for the procurement of goods or services are detailed in the West Australian Local Government Association's purchasing and Tender Guide.

ADOPTED:  
REVIEWED:  
AMENDED:

## Proposed Amended Policy

<b>POLICY No:</b>	<b>F19</b>
<b>DIVISION</b>	<b>Finance</b>
<b>SUBJECT:</b>	<b>Purchasing and Tendering Policy</b>
<b>REPORTING OFFICER</b>	<b>Executive Manager of Corporate Services</b>

### 1. **Objective:**

To provide compliance with the Local Government Act, 1995 and the Local Government Act (Functions and General) Regulations, 1996 (as amended in March 2007).

To deliver a best practice approach and procedures to internal purchasing for the Local Government.

To ensure consistency for all purchasing activities that integrates within all the Local Government operational areas.

### 2. **Purpose**

The Local Government is committed to setting up efficient, effective, economical and sustainable procedures in all purchasing activities. This policy:

- Provides the Local Government with a more effective way of purchasing goods and services.
- Ensures that purchasing transactions are carried out in a fair and equitable manner.
- Strengthens integrity and confidence in the purchasing system.
- Ensures that the Local Government receives value for money in its purchasing.
- Ensures that the Local Government considers the environmental impact of the procurement process across the life cycle of goods and services.
- Ensures the Local Government is compliant with all regulatory obligations.
- Promotes effective governance and definition of roles and responsibilities.
- Uphold respect from the public and industry for the Local Government's purchasing practices that withstands probity.

### **Delegation of Authority**

Authority to Purchase is detailed in Councils Delegation Manual. Only officers with delegated authority to purchase shall purchase goods and services on behalf of the Local Government. Purchasing limits shall be complied with in all instances.

## **Policy**

### *Ethics and Integrity*

All officers and employees of the Local Government shall observe the highest standards of ethics and integrity in undertaking purchasing activity and act in an honest and professional manner that supports the standing of the Local Government.

The following principles, standards and behaviours must be observed and enforced through all stages of the purchasing process to ensure the fair and equitable treatment of all parties:

- full accountability shall be taken for all purchasing decisions and the efficient, effective and proper expenditure of public monies based on achieving value for money;
- all purchasing practices shall comply with relevant legislation, regulations, and requirements consistent with the Local Government policies and code of conduct;
- purchasing is to be undertaken on a competitive basis in which all potential suppliers are treated impartially, honestly and consistently;
- all processes, evaluations and decisions shall be transparent, free from bias and fully documented in accordance with applicable policies and audit requirements;
- any actual or perceived conflicts of interest are to be identified, disclosed and appropriately managed; and
- any information provided to the Local Government by a supplier shall be treated as commercial-in-confidence and should not be released unless authorised by the supplier or relevant legislation.

### *Value for Money*

Value for money is an overarching principle governing purchasing that allows the best possible outcome to be achieved for the Local Government. It is important to note that compliance with the specification is more important than obtaining the lowest price, particularly taking into account user requirements, quality standards, sustainability, life cycle costing, and service benchmarks.

An assessment of the best value for money outcome for any purchasing should consider:

- all relevant whole-of-life costs and benefits whole of life cycle costs (for goods) and whole of contract life costs (for services) including transaction costs associated with acquisition, delivery, distribution, as well as other costs such as but not limited to holding costs, consumables, deployment, maintenance and disposal.
- the technical merits of the goods or services being offered in terms of compliance with specifications, contractual terms and conditions and any relevant methods of assuring quality;

- financial viability and capacity to supply without risk of default. (Competency of the prospective suppliers in terms of managerial and technical capabilities and compliance history);
- a strong element of competition in the allocation of orders or the awarding of contracts. This is achieved by obtaining a sufficient number of competitive quotations wherever practicable.

Where a higher priced conforming offer is recommended, there should be clear and demonstrable benefits over and above the lowest total priced, conforming offer.

### *Sustainable Procurement*

Sustainable Procurement is defined as the procurement of goods and services that have less environmental and social impacts than competing products and services.

Local Government is committed to sustainable procurement and where appropriate shall endeavour to design quotations and tenders to provide an advantage to goods, services and/or processes that minimise environmental and negative social impacts. Sustainable considerations must be balanced against value for money outcomes in accordance with the Local Government's sustainability objectives.

Practically, sustainable procurement means the Local Government shall endeavour at all times to identify and procure products and services that:

- Have been determined as necessary;
- Demonstrate environmental best practice in energy efficiency / and or consumption which can be demonstrated through suitable rating systems and eco-labelling.
- Demonstrate environmental best practice in water efficiency.
- Are environmentally sound in manufacture, use, and disposal with a specific preference for products made using the minimum amount of raw materials from a sustainable resource, that are free of toxic or polluting materials and that consume minimal energy during the production stage;
- Products that can be refurbished, reused, recycled or reclaimed shall be given priority, and those that are designed for ease of recycling, re-manufacture or otherwise to minimise waste.
- For motor vehicles – select vehicles featuring the highest fuel efficiency available, based on vehicle type and within the designated price range;
- For new buildings and refurbishments – where available use renewable energy and technologies.

### *Purchasing Thresholds*

Where the value of procurement (excluding GST) for the value of the contract over the full contract period (including options to extend) is, or is expected to be:-

2.1.1. AMOUNT OF PURCHASE	2.1.2. MODEL POLICY
Up to \$1,000	Direct purchase from suppliers requiring only two verbal quotations.
\$1,001 - \$19,999	Obtain at least three verbal or written quotations.
\$20,000 - \$49,999	Obtain at least three written quotations
\$50,000 - \$99,999	Obtain at least three written quotations containing price and specification of goods and services (with procurement decision based on all value for money considerations).
\$100,000 and above	Conduct a public tender process.

Where it is considered beneficial, tenders may be called in lieu of seeking quotations for purchases under the \$100,000 threshold (excluding GST). If a decision is made to seek public tenders for Contracts of less than \$100,000, a Request for Tender process that entails all the procedures for tendering outlined in this policy must be followed in full.

#### *Up to \$1,000*

Where the value of procurement of goods or services does not exceed \$1,000, purchase on the basis of at least two verbal quotations is permitted. However it is recommended to use professional discretion and occasionally undertake market testing with a greater number or more formal forms of quotation to ensure best value is maintained.

This purchasing method is suitable where the purchase is relatively small and low risk.

Record keeping requirements must be maintained in accordance with record keeping policies. The Local Government Purchasing and Tender Guide contains a sample form for recording verbal quotations.

#### *\$1,001 to \$19,999*

This category is for the procurement of goods or services where the value of such procurement ranges between \$1,001 and \$19,999.

At least three verbal or written quotations (or a combination of both) are required. Where this is not practical, e.g. due to limited suppliers, it must be noted through records relating to the process.

The general principles for obtaining verbal quotations are:

- Ensure that the requirement / specification is clearly understood by the Local Government employee seeking the verbal quotations.
- Ensure that the requirement is clearly, accurately and consistently communicated to each of the suppliers being invited to quote.
- Read back the details to the Supplier contact person to confirm their accuracy.
- Written notes detailing each verbal quotation must be recorded.

Record keeping requirements must be maintained in accordance with record keeping policies. The Local Government Purchasing and Tender Guide contains sample forms for recording verbal and written quotations.

#### *\$20,000 to \$49,999*

For the procurement of goods or services where the value exceeds \$20,000 but is less than \$49,999, it is required to obtain at least three written quotes (commonly a sufficient number of quotes would be sought according to the type and nature of purchase).

The responsible officer is expected to demonstrate due diligence seeking quotes and to comply with any record keeping and audit requirements. Record keeping requirements must be maintained in accordance with record keeping policies.

NOTES: The general principles relating to written quotations are;

- An appropriately detailed specification should communicate requirement(s) in a clear, concise and logical fashion.
- The request for written quotation should include as a minimum:
  - Written Specification
  - Selection Criteria to be applied
  - Price Schedule
  - Conditions of responding
  - Validity period of offer
- Invitations to quote should be issued simultaneously to ensure that all parties receive an equal opportunity to respond.
- Offer to all prospective suppliers at the same time any new information that is likely to change the requirements.

- Responses should be assessed for compliance, then against the selection criteria, and then value for money and all evaluations documented.
- Respondents should be advised in writing as soon as possible after the final determination is made and approved.

The Local Government Purchasing and Tender Guide produced by the Western Australian Local Government Association (WALGA) should be consulted for further details and guidance.

#### *\$50,000 to \$99,999*

For the procurement of goods or services where the value exceeds \$50,000 but is less than \$99,999, it is required to obtain at least three written quotations containing price and a sufficient amount of information relating to the specification of goods and services being purchased.

The Local Government Purchasing and Tender Guide has a series of forms including a Request for Quotation Template which can assist with recording details. Record keeping requirements must be maintained in accordance with record keeping policies.

For this procurement range, the selection should not be based on price alone, and it is strongly recommended to consider some of the qualitative factors such as quality, stock availability, accreditation, time for completion or delivery, warranty conditions, technology, maintenance requirements, organisation's capability, previous relevant experience and any other relevant factors as part of the assessment of the quote.

#### *Purchase Orders*

A Purchase order shall be raised for every purchase except where a store account exists subject to a \$100 transaction limit.

- Purchase Orders are to be raised through the requisition and purchase order module in Synergy.
- All purchase orders are to have a dollar value assigned and an accurate description of the goods or service being ordered.
- Purchases are only to be costed to accounts or jobs where a sufficient budget exists.
- Variations of more than 10% or \$100 between purchase order value and invoice amount are to be explained by way of notation on the invoice at approval stage.
- No goods and services shall be ordered without supplying a purchase order number to the supplier.

- All purchase orders should be raised at the time of ordering goods or services NOT when the invoice is received. Evidence of non compliance will result in removal of purchasing delegation.
- Suppliers should be requested to include the purchase order number on the invoice.

### **Regulatory Compliance**

#### *Tender Exemption*

In the following instances public tenders or quotation procedures are not required (regardless of the value of expenditure):

- An emergency situation as defined by the Local Government Act 1995;
- The purchase is under a contract of WALGA (Preferred Supplier Arrangements), Department of Treasury and Finance (permitted Common Use Arrangements), Regional Council, or another Local Government;
- The purchase is under auction which has been authorised by Council;
- The contract is for petrol, oil, or other liquid or gas used for internal combustion engines;
- Any of the other exclusions under Regulation 11 of the Functions and General Regulations apply.

#### *Sole Source of Supply (Monopoly Suppliers)*

The procurement of goods and/or services available from only one private sector source of supply, (i.e. manufacturer, supplier or agency) is permitted without the need to call competitive quotations provided that there must genuinely be only one source of supply. Every endeavour to find alternative sources must be made. Written confirmation of this must be kept on file for later audit.

Note: The application of provision "sole source of supply" should only occur in limited cases and procurement experience indicates that generally more than one supplier is able to provide the requirements.

#### *Anti-Avoidance*

The Local Government shall not enter two or more contracts of a similar nature for the purpose of splitting the value of the contracts to take the value of consideration below the level of \$100,000, thereby avoiding the need to publicly tender.

### *Tender Criteria*

The Local Government shall, before tenders are publicly invited, determine in writing the criteria for deciding which tender should be accepted.

The evaluation panel shall be established prior to the advertising of a tender and include a mix of skills and experience relevant to the nature of the purchase.

For Requests with a total estimated (Ex GST) price of:

- Between \$50,000 and \$99,999, the panel must contain a minimum of 2 members; and
- \$100,000 and above, the panel must contain a minimum of 3 members, one who must be an Audit Committee Member..

### *Advertising Tenders*

Tenders are to be advertised in a state wide publication e.g. "The West Australian" newspaper, Local Government Tenders section, preferably on a Wednesday or Saturday.

The tender must remain open for at least 14 days after the date the tender is advertised. Care must be taken to ensure that 14 full days are provided as a minimum.

The notice must include;

- a brief description of the goods or services required;
- information as to where and how tenders may be submitted;
- the date and time after which tenders cannot be submitted;
- particulars identifying a person from who more detailed information as to tendering may be obtained;
- detailed information shall include;
- such information as the local government decides should be disclosed to those interested in submitting a tender;
- detailed specifications of the goods or services required;
- the criteria for deciding which tender should be accepted;
- whether or not the local government has decided to submit a tender; and
- whether or not tenders can be submitted by facsimile or other electronic means, and if so, how tenders may so be submitted.

### *Issuing Tender Documentation*

Tenders will not be made available (counter, mail, internet, referral, or other means) without a robust process to ensure the recording of details of all parties who acquire the documentation.

This is essential as if clarifications, addendums or further communication is required prior to the close of tenders, all potential tenderers must have equal access to this information in order for the Local Government not to compromise its Duty to be Fair.

#### *Tender Deadline*

A tender that is not received in full in the required format by the advertised Tender Deadline shall be rejected.

#### *Opening of Tenders*

No tenders are to be removed from the tender box, or opened (read or evaluated) prior to the Tender Deadline.

Tenders are to be opened in the presence of the Chief Executive Officer's delegated nominee, one Audit Committee Member and at least one other Council Officer. The details of all tenders received and opened shall be recorded in the Tenders Register.

Tenders are to be opened in accordance with the advertised time and place. There is no obligation to disclose or record tendered prices at the tender opening, and price information should be regarded as commercial-in-confidence to the Local Government. Members of the public are entitled to be present.

The Tenderer's Offer form, Price Schedule and other appropriate pages from each tender shall be date stamped and initialled by at least two Local Government Officers present at the opening of tenders.

#### *No Tenders Received*

Where the Local Government has invited tenders, however no compliant submissions have been received, direct purchases can be arranged on the basis of the following:

- a sufficient number of quotations are obtained;

- the process follows the guidelines for seeking quotations between \$50,000 & \$99,999 (listed above);
- the specification for goods and/or services remains unchanged;
- purchasing is arranged within 6 months of the closing date of the lapsed tender.

#### *Tender Evaluation*

Tenders that have not been rejected shall be assessed by the Local Government by means of a written evaluation against the pre-determined criteria. The tender evaluation panel shall assess each tender that has not been rejected to determine which tender is most advantageous.

#### *Addendum to Tender*

If, after the tender has been publicly advertised, any changes, variations or adjustments to the tender document and/or the conditions of tender are required, the Local Government may vary the initial information by taking reasonable steps to give each person who has sought copies of the tender documents notice of the variation.

#### *Minor Variation*

If after the tender has been publicly advertised and a successful tenderer has been chosen but before the Local Government and tenderer have entered into a Contract, a minor variation may be made by the Local Government.

A minor variation will not alter the nature of the goods and/or services procured, nor will it materially alter the specification or structure provided for by the initial tender.

#### *Notification of Outcome*

Each tenderer shall be notified of the outcome of the tender following Council resolution. Notification shall include:

- The name of the successful tenderer
- The total value of consideration of the winning offer

The details and total value of consideration for the winning offer must also be entered into the Tenders Register at the conclusion of the tender process.

#### **Records Management**

All records associated with the tender process or a direct purchase process must be recorded and retained. For a tender process this includes:

- Tender documentation;
- Internal documentation;
- Evaluation documentation;
- Enquiry and response documentation;
- Notification and award documentation.

For a direct purchasing process this includes:

- Quotation documentation;
- Internal documentation;
- Order forms and requisitions.

Record retention shall be in accordance with the minimum requirements of the State Records Act, and the Local Government's internal records management policy.

ADOPTED: 15/08/2006

REVIEWED:

AMENDED: 17/04/2007, 17/03/2009

## 12.2. CORPORATE SERVICES

### 12.2.1 REQUEST FOR SALE OF LAND AT EAST KIMBERLEY REGIONAL AIRPORT (MELON FARM, NT PTY LTD.) (8585)

<b>DATE:</b>	17 March 2009
<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>	20.09.06
<b>ASSESSMENT NO:</b>	N/A

#### **PURPOSE**

For Council to consider a request received from Melon Farm (NT) Pty Ltd on the 25<sup>th</sup> February 2009 to purchase approximately 2,000m<sup>2</sup> of vacant land in Peter Reid Drive at the East Kimberley Regional Airport

#### **BACKGROUND**

Melon Farm (NT) Pty Ltd owns the Thrifty Car Hire business in Kununurra. Council sought to vacant services land at the Airport in late 2008 by auction.

Melon Farm (NT) Pty Ltd purchased both Lots 317 & 313 at that auction.

Melon Farm (NT) Pty Ltd have now requested to purchase an additional approximately 2,000m<sup>2</sup> of land adjacent to Lot 313, to accommodate their intended business of that site. The intended use of the site is for self contained cabins for pilots and people in the aircraft industry (which would require separate approvals) and self storage (requiring subsequent Council approval).

#### **STATUTORY IMPLICATIONS**

The Town Planning Scheme Number 7 allows states "that other uses may be permitted by the Council, provide the use is incidental to the predominant use and/or deemed to be dependant on the function of the Airport".

#### **POLICY IMPLICATIONS**

Nil

#### **FINANCIAL IMPLICATIONS**

Any revenue from the sale of lands associated with airports is retained in Airport Reserve accounts for re investment back into airports facilities and services. Council has significant investment to make to the airport facilities and it would be prudent to take all opportunities to raise revenue to support that

## **STRATEGIC IMPLICATIONS**

Council has as part of its Strategic Plan a commitment to the air services that met the needs of the growing region.

## **COMMUNITY CONSULTATION**

Not required at this stage. Should Council decide to sell land by private treaty it would need to advertise and invite public comment of its intention.

## **COMMENT**

Council has sold lots at the airport over recent years by all methods being auction, tender and private treaty (e.g. Lot 316).

At the last two auctions for vacant land at the airport in October and November 2008 there were very few bidders (between one and three).

Lot 313 was passed in at the October auction. It was subsequently sold at the November auction with only one bidder (Melon Farm (NT) Pty Ltd) meeting the reserve price of \$90,000 (\$47.21m<sup>2</sup>). This is the most accurate indicator of value of land side - land at the airport that Council has.

Sale of vacant lands at the airport is considered desirable to grow a business precinct around the airport.

Should Council choose to dispose of the land in question, it needs to decide the method of disposal by private treaty, auction or tender.

Melon Farm (NT) Pty Ltd who owns Lot 313 would seem to reasonably have a strategic interest in extending that Lot through the requested land, it is therefore recommended that should Council agree to the sale of the land to be sold by private treaty.

## **ATTACHMENTS**

Email and Letter from Melon Farm (NT) Pty Ltd requesting Council consideration of land sale.

## **VOTING REQUIREMENT**

Simple Majority

## **OFFICER'S RECOMMENDATION**

That Council advise Melon Farm (NT) Pty Ltd that Council will advertise for public comment, its intent to sell by private treaty approximately 2,000m<sup>2</sup> of vacant land adjacent to and contiguous with Lot 313 at the East Kimberley Regional Airport at a price of \$48.00m<sup>2</sup>.

**COUNCIL DECISION**

***Minute No. 8585***

***Moved:Cr R Boshammer***

***Seconded:Cr D Ausburn***

***That Council advise Melon Farm (NT) Pty Ltd that Council will advertise for public comment, its intent to sell by private treaty approximately 2,000m2 of vacant land adjacent to and contiguous with Lot 313 at the East Kimberley Regional Airport at a price of \$48.00m2.***

***CARRIED UNANIMOUSLY: (8/0)***

# Melon Farm (N.T.) Pty Ltd

A.C.N. 106 893 252  
A.B.N. 47 106 893 252

GPO Box 4444,  
Darwin NT 0801

Phone: (08) 89242402  
Fax: (08) 89411219

## CONFIDENTIAL

Mr. Peter Stubbs  
Chief Executive Officer  
Shire of Wyndham-East Kimberley  
PO Box 614  
Kununurra  
WA 6743

25-02-2009

Dear Peter

Further to my letter last week expressing interest in purchasing adjoining land to Lot 313 Kununurra Airport (Peter Reid Drive) I have been asked to provide a broad outline of the intended use for this land.

Our involvement in Kununurra dates back to the mid 1990's through our ownership of the Thrifty Car Rental franchise and during this time we have seen the town grow, no more so than in the last couple of years.

Even though the recent economic crisis has seen a downturn in mining and tourism activity we feel that Kununurra has a bright future and demonstrated this optimism by purchasing Lot 313 and 317 at Kununurra Airport.

We have already committed to seek approval to move our Thrifty Car Rental Operation to the Airport but believe there is, and will be, other opportunities arise that we are well placed to service.

The opportunities we are looking at that would require more land are self contained cabins for use of on airport users like pilots etc and also a self storage facility. As I said above there will no doubt be other business opportunities come up in the near future, that do not already exist in Kununurra, which may be a good fit for land at the Airport. We are financially in a position to take advantage of opportunities that arise but need to put in place the basic ingredient which is land availability.

I have attached a map with the land lots located around Lot 313 and have drawn in the extra land that we require adjoining this lot that we would like to purchase. I am sure that sometime in the future you will be extending Peter Reid Dve if we are able to purchase the extra land in question we would have no immediate need to have this road extended.

I hope this gives you a broad outline of our reasons for wanting to purchase the additional land, if you require further information please contact me.

Kind Regards

Rick Paul



## 12.2.2 LIST OF ACCOUNTS PAID UNDER DELEGATION 18 (8586)

<b>DATE:</b>	17 March 2009
<b>PROPONENT:</b>	Shire Of Wyndham East Kimberley
<b>LOCATION:</b>	Shire Of Wyndham East Kimberley
<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**

**Key Result Area 5 – Governance**  
**Council's financial position and forward planning is sound**

### **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

### **OFFICER'S RECOMMENDATION**

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

Municipal cheques 38866 - 38898 (5 to 26 February 2009)	\$53,395.24
EFT 105076 – EFT 105325 (5 to 26 February 2009)	\$957,113.86
Payroll (11-27 February 2009)	\$261,271.51
Direct bank debits (February 2009)	\$20,592.37
<b>Total</b>	<b>\$1,292,372.98</b>

### **COUNCIL DECISION**

*Minute No. 8586*

*Moved:Cr D Ausburn*

*Seconded:Cr J Moulden*

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

**CARRIED UNANIMOUSLY: (8/0)**

## List of Accounts Paid Under Delegation 18

### List of accounts submitted to Council 17 March 2009

Chq/EFT	Date	Name	Description	Amount
EFT105076	5/02/2009	ALLGEAR MOTORCYCLES	1 LTR HONDA OIL MINOR PLANT KNX DEPOT	14.00
EFT105077	5/02/2009	ALLMARK AND ASSOCIATES PTY LTD	PLAQUE 'SUPPORTED BY RANGELANDS WA'	511.50
EFT105078	5/02/2009	ARGYLE MOTORS	50KM SERVICE WY11655	440.00
EFT105079	5/02/2009	AUSTRAL MERCANTILE COLLECTIONS P/D	COLLECTION FEES	29.24
EFT105080	5/02/2009	AUTO ONE KUNUNURRA	LENS LAMP AND COVER SML DEPOT TRAILER	27.40
EFT105081	5/02/2009	BERM BACKHOE HIRE	BACKHOE HIRE JAN 09 FOR SLASHING KNX AREA	16,170.00
EFT105082	5/02/2009	BRANKO BP MOTORS	HARDWARE WYN DEPOT, SERVICE WY11633	810.90
EFT105083	5/02/2009	BROADCAST AUSTRALIA PTY LTD	POWER SUPPLY TO ANALOGUE SERVICE GWN KNX	66.26
EFT105084	5/02/2009	BUSH CAMP SURPLUS STORES	1 PR STEEL CAP BOOTS	113.00
EFT105085	5/02/2009	BILL & WALTER BUTLER	REPAIR WALL AND PAINT CEILING KNX AIRPORT	363.00
EFT105086	5/02/2009	CABCHARGE	CABCHARGE ACCOUNT DEC - JAN 09	54.78
EFT105087	5/02/2009	CENTURION TRANSPORT	FREIGHT MIRACLE RETIC EQUIPMENT	510.27
EFT105088	5/02/2009	CHEFMASTER AUSTRALIA	ROADSIDE LITTER BAGS (LITTER CONTROL)	720.00
EFT105089	5/02/2009	CORPORATE EXPRESS	STATIONERY & PRINTER CARTRIDGE ORDER JAN 09	41.96
EFT105090	5/02/2009	COUNCILLOR KEITH WRIGHT	COUNCILLOR TRAVEL EXPENSE	198.33
EFT105091	5/02/2009	DAVEY TYRE AND BATTERY SERVICE	REPLACEMENT TYRES 1BPD685	357.13
EFT105092	5/02/2009	EAST KIMBERLEY DOZERS	20 HRS DOZER HIRE: KNX LANDFILL	4,070.00
EFT105093	5/02/2009	EAST KIMBERLEY HARDWARE	CEMENT, FENCE DROPPERS, FERTILISER, GEN H/WARE	1,363.55
EFT105094	5/02/2009	EAST KIMBERLEY PLUMBING	PLUMBING REPAIRS KNX A/PORT	3,055.10
EFT105095	5/02/2009	EAST KIMBERLEY REAL ESTATE	RENT PMT FOR UNDERPAYMENT 4 BOOBIALLA	108.34
EFT105096	5/02/2009	FARMERS FRUIT & VEG - MART	CATERING FOR AIRPORT USER MEETING	326.50
EFT105097	5/02/2009	FEWSTER, KELLY	REIMB OF MEALS FOR HEALTH WORKSHOP	90.50
EFT105098	5/02/2009	FISCHER, CYNTHIA	MONTHLY TOILET WYN CLEANING JAN 09	3,642.37
EFT105099	5/02/2009	FORENSIC DOCUMENT EXAMINERS PTY LTD	ASSESSMENT OF WRITING SAMPLES (INVESTIGATION)	1,600.00
EFT105100	5/02/2009	GRUNT LABOUR SERVICES PTY LTD	LABOUR HIRE TIP MAINTENANCE KNX	2,396.46
EFT105101	5/02/2009	HOLLIE NICHOLS (NORTHERN HUM)	REIMBURSEMENT FOR PANTS (UNIFORM)	59.99
EFT105102	5/02/2009	HORIZON POWER	POWER SUPPLY VARIOUS LOCATIONS	29,705.90

EFT105103	5/02/2009	ICEAGE REFRIGERATION & AIRCONDITIONING	CHECK AIR CON ESO'S OFFICE	77.00
EFT105104	5/02/2009	JASON SIGNMAKERS LTD	SIGNAGE: 3 SEPARATE ST SIGNS KNX STREETS	1,230.90
EFT105105	5/02/2009	JO-ANNE ELLIS	ANNUAL AIRFARE ALLOWANCE & REIMBURSEMENTS	5,875.06
EFT105106	5/02/2009	JSW HOLDINGS PTY LTD	20T GRAVEL, CELEBRITY TREE PARK CAR PARK	464.75
EFT105107	5/02/2009	K & M ALLCLEAN	EXTRA LEISURE AND HALL CLEANING FOR NOV 08	1,285.00
EFT105108	5/02/2009	KIMBERLEY INDUSTRIES METALAND	MATERIALS FOR SPRAY TANK & TOOL BOX	252.02
EFT105109	5/02/2009	KIMBERLEY MARKETING	WEEKLY PURCHASE OF ICE. MOSQUITO RESEARCH.	165.00
EFT105110	5/02/2009	KIMBERLEY MOTORS	DIESEL CONSUMPTION DECEMBER 08	4,386.15
EFT105111	5/02/2009	KIMBERLEY WASTE SERVICES	EMPTY SKIPS DECEMBER 08	270.00
EFT105112	5/02/2009	KINGS CROWN INSTRUMENTATION & ELECT	REPAIR AIR CONDITIONER FAULT AT WYN AIRPORT	176.00
<b>Chq/EFT</b>	<b>Date</b>	<b>Name</b>	<b>Description</b>	<b>Amount</b>
EFT105113	5/02/2009	KUNUNURRA PLUMBING & GAS FITTING	IMPROVE WATER TEMP KNX CHILD CARE	313.00
EFT105114	5/02/2009	KUNUNURRA SECURITY SERVICE	KNX AIRPORT SECURITY	16,200.00
EFT105115	5/02/2009	MCKINLAY, BETTY	TRAVEL ALLOWANCE, PHONE/POWER SUBSIDY	3,267.51
EFT105116	5/02/2009	MEGAN HUNT	CLEANING OF WYN ADMIN, PRMH & REC CTR	2,217.87
EFT105117	5/02/2009	ORDCO	80 LTRS ROUND UP	253.00
EFT105118	5/02/2009	ORIA ORCHARDS	WEEKLY FLOWER DELIVERY KNX ADMIN	30.00
EFT105119	5/02/2009	CANCELLED		0
EFT105120	5/02/2009	CANCELLED		0
EFT105121	5/02/2009	PIERCE POOL SUPPLIES	SWIMMING POOL SUPPLIES (POOL TOYS)	275.00
EFT105122	5/02/2009	PIVOTEL	SATELLITE PHONE SERVICE FOR DEC/JAN 09	105.00
EFT105123	5/02/2009	QANTEC MCWILLIAM PTY LTD	MIXED BUSINESS ZONE SEWER PROJECT CONSULT	1,299.10
EFT105124	5/02/2009	RED ELEVEN - RED 11 PTY LTD	COMPUTING & SERVER EQUIPMENT	32,117.74
EFT105125	5/02/2009	RIVERFARM REPAIRS AND FABRICATION	WELDING REPAIRS TO PIT LIDS, RIVERFIG AVE	85.00
EFT105126	5/02/2009	ROGERS MACHINERY SERVICE	NEW HAND PIECE FOR SPRAY RIG WY12324	112.73
EFT105127	5/02/2009	ROYAL LIFE SAVING (WA BRANCH)	LIFE SAVING CLASS JAKE SLOAN	230.00
EFT105128	5/02/2009	THINKWATER	HUNTER 6 STATION CONTROLLER	99.00
EFT105129	5/02/2009	TOLL EXPRESS	FREIGHT: JAN 09 VARIOUS DEPT'S	629.42
EFT105130	5/02/2009	TOP END MOTORS	SERVICE & WORKS TO WY01 & WY11590	1,791.62
EFT105131	5/02/2009	TOTAL EDEN - KP PUMPS	TOTAL EDEN PURCHASES KNX DEPOT JAN 09	138.06

EFT105132	5/02/2009	WA LOCAL GOVT ASSOCIATION WALGA	ADVERTISING: PUBLIC NOTICES AND EMPLOYMENT	2,723.22
EFT105133	5/02/2009	WYNDHAM EXCAVATIONS	ROAD REPAIRS, LOADER HIRE WYN TIP,ETC	9,400.00
EFT105134	5/02/2009	WYNDHAM SUPERMARKET	CONSUMABLES FOR WYNDHAM EVENTS	1,064.09
EFT105135	5/02/2009	WYNDHAM TELECENTRE	ARTICLE IN BASTION BULLETIN WYN SKATE FACILITY	198.00
EFT105136	5/02/2009	WYNDHAM TOURIST INFORMATION CENTRE	SUPPLY TOURIST INFORMATION WYNDHAM	476.66
EFT105137	12/02/2009	ALLGEAR MOTORCYCLES	DRIVE BELTS SMALL PLANT KNX DEPOT	58.34
EFT105138	12/02/2009	ARGYLE ENGINEERING	CONSTRUCTION OF BRACING FOR KNX ADMIN BINS	248.19
EFT105139	12/02/2009	ATO CHILD SUPPORT AGENCY	PAYROLL DEDUCTIONS	133.66
EFT105140	12/02/2009	AUSTRALIA POST	KNX ADMIN MAIL FOR PERIOD ENDING 31/01/09	4,488.90
EFT105141	12/02/2009	AUST INSTITUTE OF BUILDING SURVEYORS	AIBS CONFERENCE FEES B HARDING & S MCLACHLAN	2,070.00
EFT105142	12/02/2009	AUST LIBRARY AND INFORMATION ASSOC	LIBRARY LOVERS STICKERS	35.00
EFT105143	12/02/2009	AUSTRALIAN SERVICES UNION	PAYROLL DEDUCTIONS	179.00
EFT105144	12/02/2009	BLACKWOODS ATKINS PTY LTD	STRETCH WRAP ROLLS AND DISPENSER	169.50
EFT105145	12/02/2009	BUSH CAMP SURPLUS STORES	STEEL CAP WORK BOOTS	309.50
EFT105146	12/02/2009	CANNON HYGIENE AUSTRALIA PTY LTD	ANNUAL INVOICE EMPTY SANITARY BINS KNX & WYN	3,710.46
EFT105147	12/02/2009	CARPET VINYL & TILE CENTRE	REPLACE BROKEN BLIND 23 BOOBIALLA	259.60
EFT105148	12/02/2009	CHEMISTRY CENTRE (WA)	CHEMICAL ANALYSIS WATER FOR KONA C/VAN PARK	231.00
EFT105149	12/02/2009	COATES HIRE OPERATIONS PTY LTD	HIRE OF BARRIERS AT RESEARCH STN RD CULVERT	173.25
EFT105150	12/02/2009	COUNCILLOR KEITH WRIGHT	COUNCILLOR TRAVEL EXP NOV 08-WYN MEETING	161.34
EFT105151	12/02/2009	CUSTOM IRRIGATION	INSTALLATION OF RETIC VARIOUS SITES KNX	121,000.00
EFT105152	12/02/2009	DAVEY TYRE AND BATTERY SERVICE	PUNCTURE REPAIR LIGHT TRUCK TYRE	45.00
<b>Chq/EFT</b>	<b>Date</b>	<b>Name</b>	<b>Description</b>	<b>Amount</b>
EFT105153	12/02/2009	DOUGLAS ALEXANDER	ELECTRICITY SUBSIDY 24/10/08-12/12/08	266.06
EFT105154	12/02/2009	EAST KIMBERLEY GLASS	REPLACE GLASS KNX ADMIN & 264A RIVERFIG	1,283.00
EFT105155	12/02/2009	EAST KIMBERLEY HARDWARE	KNX A/PORT HARDWARE, DRAIN PINCERS, ETC	354.05
EFT105156	12/02/2009	FRONTIER POST & NEWS	POSTAGE & NEWSPAPERS WYN ADMIN JAN 09	318.35
EFT105157	12/02/2009	FUJI XEROX AUSTRALIA PTY LTD	XEROX PRINTERS MAINTENANCE CONTRACT	1,123.55
EFT105158	12/02/2009	GULLIVER'S TAVERN	CATERING FOR COUNCIL MEETING 20/01/09	333.47
EFT105159	12/02/2009	HALLMARK EDITIONS	RENEWAL OF COUNCILLOR MAGAZINE SUBSCRIPTION	330.00
EFT105160	12/02/2009	HOLLIE NICHOLS (NORTHERN HUM)	POLICE CLEARANCE REIMBURSE	51.00

EFT105161	12/02/2009	HOMESAT TV EAST KIMBERLEY	REPAIR TV SATELLITE 67 KOOJARRA	499.40
EFT105162	12/02/2009	HORIZON POWER	POWER SUPPLY VARIOUS LOCATIONS	3,040.15
EFT105163	12/02/2009	ICEAGE REFRIGERATION & AIRCONDITIONING	REPAIR TO AIR CON COMPUTER ROOM KNX ADMIN	242.00
EFT105164	12/02/2009	IT VISION ITV	SYNERGY/UNIVERSE- ADDITIONAL LICENSES	3,483.28
EFT105165	12/02/2009	JAB INDUSTRIES	VARIOUS RURAL ROADWORK'S	67,713.72
EFT105166	12/02/2009	JASON SIGNMAKERS LTD	VARIOUS ROAD & TRAFFIC SIGNAGE	1,299.10
EFT105167	12/02/2009	JORRITSMA H & CO	FITTINGS TO REPAIR PIPE WASHDOWN BAY KNX DEPOT	146.81
EFT105168	12/02/2009	K & M ALLCLEAN	EXTRA CLEANING TO KLC AFTER FUNCTION	1,220.00
EFT105169	12/02/2009	KIMBERLEY KOOL REFRIGERATION	REPAIRS AIR CON COMPRESSOR UNIT - AIRPORT	1,969.00
EFT105170	12/02/2009	KIMBERLEY MARKETING	WEEKLY PURCHASE OF ICE. MOSQUITO RESEARCH.	165.00
EFT105171	12/02/2009	KIMBERLEY STEEL	SITE WELDING HANDRAILS AT LILY CREEK LAGOON	1,800.00
EFT105172	12/02/2009	KIMBERLEY WASTE SERVICES	REFUSE COLLECTION FOR DEC 08 (PER CONTRACT)	39,828.80
EFT105173	12/02/2009	KUNUNURRA AMCAL PHARMACY	BANDAGES, BANDAIDS, STRAPPING ETC WYN REC	125.42
EFT105174	12/02/2009	KUNUNURRA HOME & GARDEN	GRATE FOR DRAIN PAPUANA ST	183.25
EFT105175	12/02/2009	KUNUNURRA REFRIGERATION & AIR CON P/L	REPAIRS TO PRMH AIR CON	946.00
EFT105176	12/02/2009	KUNUNURRA SECURITY SERVICE	PATROLS & ALARM MONITORING/LEASING KNX & WYN	1,949.20
EFT105177	12/02/2009	L.G.R.C.E.U	PAYROLL DEDUCTIONS	15.30
EFT105178	12/02/2009	LAKEVIEW APARTMENTS	ACCOM AUST DAY AMBASS & PARTNER 3 NIGHTS	570.00
EFT105179	12/02/2009	LANDGATE	VALUATION FEES & MINING TENEMENT ENQUIRIES	386.95
EFT105180	12/02/2009	MAGLION ENTERPRISES PTY LTD	FINALISING WORKS TO PLATFORM ON LILY CK LGN	997.67
EFT105181	12/02/2009	MARTIN PRINT	BUSINESS CARDS NEW COUNCILLORS	98.00
EFT105182	12/02/2009	MEGAN HUNT	WYN DAYCARE CLEANING & EXTRA CLEAN WYN ADMIN	742.49
EFT105183	12/02/2009	MIRACLE RECREATION	SHELTER FOR BBQ AT SWIM BEACH	5,247.00
EFT105184	12/02/2009	MAX MELTON	REIMBURSE ASSORTED HOUSEHOLD ITEMS	662.74
EFT105185	12/02/2009	CANCELLED		0
EFT105186	12/02/2009	NORDIG EARTHMOVING	CLEANING OF DRAIN. IVANHOE M1 BRIDGE	308.00
EFT105187	12/02/2009	NORTHERN AIRPORT SERVICES	BOND REFUND,ASIC CARD	50.00
EFT105188	12/02/2009	OFFICE NATIONAL KUNUNURRA	REPAIR OF COPIER KNX ADMIN	65.00
EFT105189	12/02/2009	ORD RIVER ELECTRICS	REPAIR LIGHTS KNX OUTDOOR BASKETBALL COURTS	110.00
EFT105190	12/02/2009	ORDCO	ROUNDUP (WEED CONTROL) & WEIGHBRIDGE USE	1,434.00

<b>Chq/EFT</b>	<b>Date</b>	<b>Name</b>	<b>Description</b>	<b>Amount</b>
EFT105191	12/02/2009	ORIA ORCHARDS	NATIVE TREES KNX & FLOWER DELIVERY KNX ADMIN	198.00
EFT105192	12/02/2009	ORIMATECH	POOL CLEANING EQUIPMENT KLC	145.71
EFT105193	12/02/2009	OUR COMMUNITY PTY LTD	SUBSCRIPTION EASY GRANTS & GRANTS EDUCATION	330.00
EFT105194	12/02/2009	OUTBACK CLEANING	CLEANING OF YOUTH CENTRE JAN 09	704.00
EFT105195	12/02/2009	PLANT HIRE SERVICES PTY LTD	CONSTRUCT CULVERT ON MULLIGANS LGN RD	27,434.00
EFT105196	12/02/2009	RED ELEVEN - RED 11 PTY LTD	COMPUTING EQUIPMENT	1,097.60
EFT105197	12/02/2009	ROGERS MACHINERY SERVICE	BROOM BRUSHES A/PORT,OIL & FILTER KNX DEPOT	3,496.20
EFT105198	12/02/2009	SHIRE OF WYNDHAM EAST KIMBERLEY	PAYROLL DEDUCTIONS	385.00
EFT105199	12/02/2009	STITCHED UP EMBROIDERY SERVICES	SUPPLY OF UNIFORMS	2,676.70
EFT105200	12/02/2009	STUBBS, PETER	REIMBURSEMENT OF TELEPHONE EXPENSES	51.58
EFT105201	12/02/2009	SARAH ELIZABETH ALTHORPE	REIMB FOR ASSORTED FOOD SAMPLINGS KNX & WYN	93.40
EFT105202	12/02/2009	THE SMART SECURITY COMPANY	KNX LIBRARY ALARM SYSTEM MONITORING	171.60
EFT105203	12/02/2009	TOP END MOTORS	30KM SERVICE TO WY12352	457.49
EFT105204	12/02/2009	TOTAL EDEN - KP PUMPS	IRRIGATION SUPPLIES MESSMATE WAY	143.77
EFT105205	12/02/2009	TOTAL SAFETY & FIRE SOLUTIONS	FIRE EXTINGUISHER AND EQUIPMENT, DEPOT	728.20
EFT105206	12/02/2009	TRENNY'S REFRIGERATION AND AIR-CON P/L	REPAIR AIR CON IN FINANCE	90.75
EFT105207	12/02/2009	TROPICAL PEST CONTROL	MOSQUITO FOGGING 23/12 - 28/03/09 KNX	1,540.00
EFT105208	12/02/2009	TUCKERBOX/RETRAVISION	FURNITURE FOR HOUSING: MAX MELTON	8,689.27
EFT105209	12/02/2009	VANDERFIELD MACHINERY PTY LTD	DIAPHRAGM FOR SPRAY RIG	25.07
EFT105210	12/02/2009	WA LIBRARY SUPPLIES	MAGAZINE STAND KNX LIBRARY	320.00
EFT105211	12/02/2009	WA LOCAL GOVT ASSOCIATION WALGA	ADVERTISING: PUBLIC NOTICES AND EMPLOYMENT	18,061.66
EFT105212	12/02/2009	WA LOCAL GOVT SUPERANNUATION PLAN	SUPERANNUATION CONTRIBUTIONS	20,213.29
EFT105213	12/02/2009	WANNA WORK LABOUR HIRE SOLUTIONS	SUPPLY LABOUR VARIOUS PROJECTS KNX	43,564.34
EFT105214	12/02/2009	WESTRALIA AIRPORTS CORP PTY LTD,	PRINTING OF ASIC CARDS	170.00
EFT105215	13/02/2009	SALERNO LAW	DEPOSIT FOR LEGAL SERVICES	2,000.00
EFT105216	19/02/2009	ALLGEAR MOTORCYCLES	REPAIRS TO WHIPPER SNIPPERS & BRUSH CUTTERS	307.10
EFT105217	19/02/2009	AUSFUEL AFD AUST FUEL DISTRIBUTORS	AUSFUEL PURCHASES JAN 09	291.25
EFT105218	19/02/2009	BOAB CARPENTRY MAINTENANCE SERVICE	REPLACE DOOR OF KITCHEN PRMH	1,183.60
EFT105219	19/02/2009	BOB'S BRUSH STROKES	REPAINT NORTHERN AIRPORT SERVICES AREA	2,002.00

EFT105220	19/02/2009	BOSS FLUID POWER	TOILETRIES FOR PUBLIC TOILETS KNX	2,240.83
EFT105221	19/02/2009	BRANKO BP MOTORS	WHIPPER SNIPPER LINE & HACKSAW	17.30
EFT105222	19/02/2009	BUSH CAMP SURPLUS STORES	3 FRAMES CITIZENSHIP AWARDS	55.50
EFT105223	19/02/2009	COATES HIRE OPERATIONS PTY LTD	HIRE OF BARRIERS. RESEARCH STN RD	522.23
EFT105224	19/02/2009	CORPORATE EXPRESS	STATIONERY SUPPLIES KNX ADMIN FEB 09	1,737.99
EFT105225	19/02/2009	DEAN WILSON TRANSPORT	FREIGHT 2 CONCRETE LIDS BME KNX.	90.74
EFT105226	19/02/2009	EAST KIMBERLEY GLASS	REPAIR BROKEN WINDOW KNX ADMIN	187.00
EFT105227	19/02/2009	EAST KIMBERLEY HARDWARE	NUTS, BOLTS, WASHERS & CEMENT FOR SWINGS.	349.15
EFT105228	19/02/2009	FEWSTER, KELLY	POWER SUBSIDY DEC 08 - FEB 09	258.25
EFT105229	19/02/2009	GRUNT LABOUR SERVICES PTY LTD	LABOUR HIRE TIP MAINTENANCE KNX	1,198.23
EFT105230	19/02/2009	HORIZON POWER	POWER SUPPLY VARIOUS LOCATIONS	8,560.90
EFT105231	19/02/2009	IVANHOE VILLAGE CARAVAN RESORT	ACCOM FOR SARAH ALTHORPE (HEALTH TRAINEE)	3,320.00
EFT105232	19/02/2009	JAB INDUSTRIES	EARTHWORKS VARIOUS PROJECTS	7,507.50
<b>Chq/EFT</b>	<b>Date</b>	<b>Name</b>	<b>Description</b>	<b>Amount</b>
EFT105233	19/02/2009	JASON SIGNMAKERS LTD	STREET & TRAFFIC SIGNAGE	658.90
EFT105234	19/02/2009	JO-ANNE ELLIS	WATER SUBSIDY JULY - NOV 08	173.78
EFT105235	19/02/2009	JSW HOLDINGS PTY LTD	DELIVERY OF 40 TONS ROCK LINKPATH	2,447.04
EFT105236	19/02/2009	K & M ALLCLEAN	CLEANING KNX ADMIN, LEISURE & TOILETS JAN 09	13,374.22
EFT105237	19/02/2009	KIMBERLEY ECHO-ALBANY ADVERTISER	ADVERTISING: PUBLIC NOTICES AND EMPLOYMENT	2,183.80
EFT105238	19/02/2009	KIMBERLEY HYDRAULICS	HYDRAULIC HOSE & FITTING WYN A/PORT TRACTOR	72.66
EFT105239	19/02/2009	KIMBERLEY KOOL REFRIGERATION	MAINTENANCE TO DEPOT AIR CONDITIONER	154.00
EFT105240	19/02/2009	KIMBERLEY MARKETING	WEEKLY PURCHASE OF ICE. MOSQUITO RESEARCH.	165.00
EFT105241	19/02/2009	KIMBERLEY TREE SERVICES PTY LTD	REMOVE 2 TREES FROM VERGE ON DORRIGO ST	715.00
EFT105242	19/02/2009	KIMBERLEY WASTE SERVICES	CONTRACT SHIRE ROAD SWEEPING DEC 09	8,924.00
EFT105243	19/02/2009	KUNUNURRA HOME & GARDEN	GARDENING SUPPLIES KLC	104.30
EFT105244	19/02/2009	LANDGATE	VALUATION FEES	117.00
EFT105245	19/02/2009	MCLEAN ENTERPRISES	2 205LTR DRUM 15W40 OIL KNX DEPOT	1,005.50
EFT105246	19/02/2009	MEGAN HUNT	CLEANING WYN ADMIN, REC CENTRE, PRMH	1,996.50
EFT105247	19/02/2009	NORDIG EARTHMOVING	REMOVAL OF WEEDS SKI BEACH	4,290.00
EFT105248	19/02/2009	OASIS FARMS	RATES REFUND	3,683.10

EFT105249	19/02/2009	ORIA ORCHARDS	WEEKLY FLOWER DELIVERY KNX ADMIN	15.00
EFT105250	19/02/2009	ORD VALLEY TURF	2 SQM TURF CELEBRITY TREE PARK	24.20
EFT105251	19/02/2009	PLANT HIRE SERVICES PTY LTD	SEMI SIDE TIPPER HIRE PRE CYCLONE CLEANUP	5,610.00
EFT105252	19/02/2009	PRITCHARD BOOK BINDERS	BOOKBINDING OF 6 COUNCIL MINUTES	355.30
EFT105253	19/02/2009	ROGERS MACHINERY SERVICE	BACKHOE TEETH CASE KNX & OIL WYN A/P KUBO	662.20
EFT105254	19/02/2009	SEARLES MECHANICAL REPAIRS	INVERTER FOR MT ERSKINE BEACON.	190.00
EFT105255	19/02/2009	SHELF SUPPLY	10 PAIRS OF WORK SHORTS	325.00
EFT105256	19/02/2009	SHERIDAN'S FOR BADGES	NAME BADGES	213.07
EFT105257	19/02/2009	THE KIMBERLEY GRANDE	ACCOM & MEALS FOR EXEC MGR	347.00
EFT105258	19/02/2009	TNT AUSTRALIA PTY LIMITED	FREIGHT: JAN 09 HEALTH SAMPLING	805.01
EFT105259	19/02/2009	TOLL EXPRESS	FREIGHT: JAN 09 VARIOUS DEPT'S	781.06
EFT105260	19/02/2009	TOP END MOTORS	40KM SERVICE WY12352 & 50KM SERVICE WY11590	1,680.99
EFT105261	19/02/2009	URBIS PTY LTD	STAGE 4 OF TRANSIENT ACCOM POLICY CONSULT	588.48
EFT105262	19/02/2009	VANDERFIELD MACHINERY PTY LTD	MOWER & SLASHER BLADES WYN MOWER & SLASHER	499.44
EFT105263	19/02/2009	WA AQUATIC CLUB PTY LTD	SWIMMING POOL SUPPLIES (FLOATIES ETC)	154.00
EFT105264	19/02/2009	WA LOCAL GOVERNMENT ASSOC WALGA	LOCAL GOV'T DIRECTORIES (20)	725.20
EFT105265	19/02/2009	WA TELECENTRE KUNUNURRA	PRINTING RECYCLING SURVEY. COPIER PROBLEMS	450.00
EFT105266	19/02/2009	WANNA WORK LABOUR HIRE SOLUTIONS	REPAIR & MTCE TO OUTSIDE AREA OF WYN DAYCARE	9,570.00
EFT105267	26/02/2009	ALLGEAR MOTORCYCLES	WHIPPER SNIPPER & CORD, REPAIR CHAINSAW	1,178.50
EFT105268	26/02/2009	ARGYLE MOTORS	HEADLIGHT GLOBE FOR M6800	46.39
EFT105269	26/02/2009	ATO CHILD SUPPORT AGENCY	PAYROLL DEDUCTIONS	133.66
EFT105270	26/02/2009	ATTORNEY-GENERAL'S DEPT AUSCHECK	ASIC CARDS FOR AIRPORT STAFF	255.00
EFT105271	26/02/2009	AUSFUEL AFD AUST FUEL DISTRIBUTORS	FUEL PURCHASES FOR MONTH OF DECEMBER 2008	1,557.02
EFT105272	26/02/2009	AUSTRALIAN AIRPORTS ASSOC	DEFENCE USE OF PRIVATE AIRPORTS-KNX AIRPORT	10.12
<b>Chq/EFT</b>	<b>Date</b>	<b>Name</b>	<b>Description</b>	<b>Amount</b>
EFT105273	26/02/2009	AUSTRALIAN SERVICES UNION	PAYROLL DEDUCTIONS	179.00
EFT105274	26/02/2009	AUSTRALIAN TAXATION OFFICE	BAS JANUARY 2009	52,699.00
EFT105275	26/02/2009	BEAUREPAIRES (KUNUNURRA)	NEW TYRE, TYRE PUNCTURE REPAIRS 1CQN641	460.28
EFT105276	26/02/2009	BLACKWOODS ATKINS PTY LTD	GUIDE POSTS FOR PARDALOTE CL	419.65
EFT105277	26/02/2009	BOC GASES AUSTRALIAN LIMITED	INDUSTRIAL BOTTLE RENTAL - JANUARY 2009	254.02

EFT105278	26/02/2009	BRANKO BP MOTORS	MONTHLY FUEL PURCHASE. JAN 09	3,174.16
EFT105279	26/02/2009	CABCHARGE	CABCHARGE USAGE JAN 09	14.50
EFT105280	26/02/2009	COATES HIRE OPERATIONS PTY LTD	HIRE OF WATER FILLABLE BARRIERS.	306.90
EFT105281	26/02/2009	CORPORATE EXPRESS	AVERY PRINTING LABELS	186.45
EFT105282	26/02/2009	COURIER AUSTRALIA	FREIGHT CHARGE FOR 08 COUNCIL ELECTION	279.61
EFT105283	26/02/2009	EAST KIMBERLEY DINGO	PROGRESS PMT FOR ERECTION OF FENCE WYN REC	9,100.00
EFT105284	26/02/2009	EAST KIMBERLEY HARDWARE	MESH, CEMENT, SHADECLOTH, DROPPERS, ETC	2,404.70
EFT105285	26/02/2009	EAST KIMBERLEY PLUMBING	REPAIR OF ABLUTIONS KNX OVAL	584.65
EFT105286	26/02/2009	EAST KIMBERLEY TROPICAL GARDENS	PLANT & TREE PURCHASES VARIOUS LOCATIONS	685.00
EFT105287	26/02/2009	GULLIVER'S TAVERN	REFRESHMENTS FOR FESA BBQ 18/12/08	124.00
EFT105288	26/02/2009	HORIZON POWER	POWER SUPPLY VARIOUS LOCATIONS	1,349.55
EFT105289	26/02/2009	ICEAGE REFRIGERATION & AIRCONDITIONING	CHECK/FIX AIR CON IN INTERVIEW ROOM KNX ADMIN	192.50
EFT105290	26/02/2009	JAB INDUSTRIES	EARTHWORKS TO LINKPATH	7,953.00
EFT105291	26/02/2009	JASON SIGNMAKERS LTD	60 BRACKETS WITH BOLTS	394.35
EFT105292	26/02/2009	JENNIFER NINYETTE	POWER SUBSIDY CLAIM NOV 08 - JAN 09	252.42
EFT105293	26/02/2009	KIMBERLEY ECHO-ALBANY ADVERTISER	ADVERTISING: PUBLIC NOTICES AND EMPLOYMENT	1,110.12
EFT105294	26/02/2009	KIMBERLEY WASTE SERVICES	SHIRE REFUSE COLLECTION & SWEEPING JAN 09	56,433.46
EFT105295	26/02/2009	KINGS CROWN INSTRUMENTATION & ELECT	REPAIRS TO LIGHTING WYN BASKET BALL COURTS	350.00
EFT105296	26/02/2009	KUNNERS SWAGS	REPAIR SHADE SALES KNX POOL	2,150.00
EFT105297	26/02/2009	KUNUNURRA BETTA ELECTRICAL & GAS	DIGITAL CAMERA AND MEMORY CARD KNX DEPOT	278.95
EFT105298	26/02/2009	KUNUNURRA COURIERS	NEVERFAIL SPRING WATER KNX ADMIN & AIRPORT	55.50
EFT105299	26/02/2009	KUNUNURRA HOME & GARDEN	POTTING MIX & MANURE KNX ADMIN COURTYARD	233.80
EFT105300	26/02/2009	KUNUNURRA SECURITY SERVICE	KNX AIRPORT SECURITY	15,240.00
EFT105301	26/02/2009	KUNUNURRA VISITORS CENTRE	BUSH FIRE (VIC) DONATION 'NULLAH' BANNER	2,100.00
EFT105302	26/02/2009	L.G.R.C.E.U	PAYROLL DEDUCTIONS	15.30
EFT105303	26/02/2009	LGISI INSURANCE BROKING J.L. THOMPSON	TRANSPORT INSURANCE POLICY FOR EXEC MGR	540.00
EFT105304	26/02/2009	MCLEAN ENTERPRISES	DRUMS EMULSION LAKEVIEW DVE	770.00
EFT105305	26/02/2009	MIRIMA COUNCIL, LANGUAGE & CULTURE CTR	CULTURAL AWARENESS COURSE	143.00
EFT105306	26/02/2009	NATIONAL HIRE	PUMP HIRE WEABER PLAIN CULVERT	104.91
EFT105307	26/02/2009	NE SHEDS	REFUND OF 'KERB' DEPOSIT	250.00

EFT105308	26/02/2009	ORD RIVER ELECTRICS	LIGHTING INSTALLATION TO KNX AIRPORT CARPARK	33,000.00
EFT105309	26/02/2009	ORIA ORCHARDS	WEEKLY FLOWER DELIVERY KNX ADMIN	15.00
EFT105310	26/02/2009	ORICA AUSTRALIA PTY LTD	CHLORINE REQUIREMENTS KNX JAN 09	705.87
EFT105311	26/02/2009	PLANT HIRE SERVICES PTY LTD	PROGRESS PMT FOR KNX AIRPORT UPGRADES	1,595.00
EFT105312	26/02/2009	RED SUN SPORTS	10 WHISTLES	109.50
<b>Chq/EFT</b>	<b>Date</b>	<b>Name</b>	<b>Description</b>	<b>Amount</b>
EFT105313	26/02/2009	RICK SPRY	POWER SUBSIDY NOV 08 TO JAN 09	252.03
EFT105314	26/02/2009	ROGERS MACHINERY SERVICE	HYDRAULIC OIL KNX A/PORT & FILTERS WYN KUBOTA	209.00
EFT105315	26/02/2009	ROYAL LIFE SAVING (WA BRANCH)	10 X BRONZE MEDALLION MANUALS	382.80
EFT105316	26/02/2009	SHELF SUPPLY	DOG FOOD KNX POUND & CHICKEN LEG RINGS	130.00
EFT105317	26/02/2009	SHIRE OF WYNDHAM EAST KIMBERLEY	PAYROLL DEDUCTIONS	385.00
EFT105318	26/02/2009	TAFE WA CENTRAL	ENROLMENT FEES M WAYLEN POOL OPS COURSE	522.55
EFT105319	26/02/2009	THORLEY'S STORE	TRANSPORT OF INTERNAL MAIL BAG WYN KNX	360.00
EFT105320	26/02/2009	TOLL EXPRESS	FREIGHT: JAN 09 VARIOUS DEPT'S	449.16
EFT105321	26/02/2009	TOP END MOTORS	PRE REGO CHECK OVER SKID STEER	83.30
EFT105322	26/02/2009	TRENNY'S REFRIGERATION AND AIR-CON P/L	NEW A/C AT WYN ADMIN & CHECK KNX A/P HOUSE A/C	7,358.16
EFT105323	26/02/2009	WA LOCAL GOVT SUPERANNUATION PLAN	SUPERANNUATION CONTRIBUTIONS	21,158.36
EFT105324	26/02/2009	WAYNE RICHARDS	POWER SUBSIDY DEC - FEB 09	498.08
EFT105325	26/02/2009	WESTERN AUST. TREASURY CORPORATION	LOAN NO. 113 INTEREST PAYMENT	73,567.75
				<b>957,113.86</b>

<b>Chq/EFT</b>	<b>Date</b>	<b>Name</b>	<b>Description</b>	<b>Amount</b>
38866	5/02/2009	5 RIVERS PLUMBING & GAS	REPAIR PLUMBING WYNDHAM AIRPORT ABLUTION	117.70
38867	5/02/2009	CASH - PETTY CASH KNX OFFICE	PETTY CASH KUNUNURRA OFFICE	193.95
38868	5/02/2009	DEPT FOR PLANNING & INFRASTRUCTURE	ANNUAL JETTY 1 JANUARY 2009: BUTTONS CROSSING	31.00
38869	5/02/2009	TELSTRA	LANDLINE CHARGES YOUTH CENTRE	239.65
38870	12/02/2009	AIRSERVICES AUSTRALIA	ANNUAL INSPECTION RUNWAY LIGHTS KNX & WYN A/P	13,152.11
38871	12/02/2009	ASGARD SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	202.26
38872	12/02/2009	AUSTRALIAN COMMUNICATIONS AUTHORITY	LICENCE RENEWAL REPEATER PVBFB SHED	35.00
38873	12/02/2009	AUSTRALIAN SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	128.99

38874	12/02/2009	AXA AUSTRALIA	SUPERANNUATION CONTRIBUTIONS	164.01
38875	12/02/2009	DEPARTMENT OF TREASURY AND FINANCE	REPLACE DAMAGED LIBRARY BOOKS & TRAINING	986.70
38876	12/02/2009	HORIZON POWER - NON ENERGY	POWER SUPPLY VARIOUS LOCATIONS	14,793.00
38877	12/02/2009	KUNUNURRA MEDICAL	STANDARD MEDICAL NEW EMPLOYEE	330.00
38878	12/02/2009	MLC NOMINEES PTY LTD	SUPERANNUATION CONTRIBUTIONS	336.78
38879	12/02/2009	OUTBACK MAGAZINE	6 ISSUES OUTBACK MAGAZINE KNX LIBRARY	49.00
38880	12/02/2009	REST SUPER	SUPERANNUATION CONTRIBUTIONS	415.45
38881	12/02/2009	VICSUPER	SUPERANNUATION CONTRIBUTIONS	162.89
38882	12/02/2009	WARINGARRI MEDIA ABORIGINAL CORP	ANNUAL GRANT SEPT 08 ROUND	2,640.00
38883	12/02/2009	WESTSCHEME	SUPERANNUATION CONTRIBUTIONS	114.74
38884	19/02/2009	DEPT FOR PLANNING & INFRASTRUCTURE	12 MONTHS REGO VARIOUS SWEK VEHICLES	486.10
38885	19/02/2009		CANCELLED CHEQUE	0
38886	19/02/2009	VEOLIA ENVIRONMENTAL SERVICES	WASTE OIL COLLECTION	11,550.00
38887	26/02/2009	ASGARD SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	202.25
38888	26/02/2009	AUSTRALIAN SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	147.42
<b>Chq/EFT</b>	<b>Date</b>	<b>Name</b>	<b>Description</b>	<b>Amount</b>
38889	26/02/2009	AUSTSWIM LTD	MATT WAYLEN COURSE FEE AUSTSWIM	285.00
38890	26/02/2009	AXA AUSTRALIA	SUPERANNUATION CONTRIBUTIONS	163.60
38891	26/02/2009	DEPT FOR PLANNING & INFRASTRUCTURE	12 MONTHS REGO VARIOUS SWEK VEHICLES	1,191.25
38892	26/02/2009	MLC NOMINEES PTY LTD	SUPERANNUATION CONTRIBUTIONS	340.18
38893	26/02/2009	QBD BOOKSHOP	PURCHASE OF MISC KIDS BOOKS KNX LIBRARY	197.63
38894	26/02/2009	QUADRANT SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	348.12
38895	26/02/2009	REST SUPER	SUPERANNUATION CONTRIBUTIONS	380.28
38896	26/02/2009	TELSTRA	LANDLINE & MOBILE CHARGES JAN 09	3,824.84
38897	26/02/2009	VICSUPER	SUPERANNUATION CONTRIBUTIONS	162.89
38898	26/02/2009	WESTSCHEME	SUPERANNUATION CONTRIBUTIONS	22.45
				<b>53,395.24</b>
	<b>Date</b>	<b>Name</b>	<b>Description</b>	<b>Amount</b>
	11/02/2009	PAYROLL	PAYROLL	126,170.70

25/02/2009 PAYROLL  
27/02/2009 PAYROLL

PAYROLL  
ONE OFF PAY

129,623.20

5,477.61

**261,271.51**

<b>Date</b>	<b>Name</b>	<b>Description</b>	<b>Amount</b>
25/02/2009	DIRECT DEBIT	RENT 12/33 KONKERBERRY DRIVE KUNUNURRA	1,733.33
16/02/2009	DIRECT DEBIT	RENT 4 BOOBIALLA WAY	2,491.67
20/02/2009	DIRECT DEBIT	RENT 20 BARRINGTONIA WAY	2,253.33
1-28 FEB 09	DIRECT DEBIT	BANK FEES	214.95
1-28 FEB 09	DIRECT DEBIT	BPOINT	89.19
2&10 FEB 09	DIRECT DEBIT	VISA PAYMENT	10,170.10
19/02/2009	DIRECT DEBIT	MASTERCARD	2,618.58
02/02/2009	DIRECT DEBIT	MERCHANT FEE	441.73
04/02/2009	DIRECT DEBIT	WESTNET P/L	579.49
		<b>TOTAL DIRECT DEBIT PAYMENTS</b>	<b>20,592.37</b>

### 12.2.3 MONTHLY FINANCIAL REPORT (8587)

<b>DATE:</b>	17 March 2009
<b>PROPONENT:</b>	Shire Of Wyndham East Kimberley
<b>LOCATION:</b>	Shire Of Wyndham East Kimberley
<b>AUTHOR:</b>	Gill Old Acting Executive Manager Corporate Services
<b>REPORTING OFFICER:</b>	Gill Old Acting 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 February 2009.

#### **BACKGROUND**

Council is required to prepare Monthly Financial Reports as required by the Local Government (Financial Management) Regulations 1996.

#### **STATUTORY IMPLICATIONS**

Section 6.4 Local Government Act 1995  
Regulation 34, Local Government (Financial Management Regulations) 1996

#### **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**

*Key Result Area 5 – Governance*

Council's financial position and forward planning is sound.

#### **COMMUNITY CONSULTATION**

Nil

#### **COMMENT**

Comment in relation to budget to actual variances are included as a note in the Financial Reports.

### **ATTACHMENTS**

Monthly Financial Report for February 2009.

### **VOTING REQUIREMENT**

Simple Majority

### **OFFICER'S RECOMMENDATION**

That Council accept the Monthly Financial Report for the month of February 2009.

### **COUNCIL DECISION**

*Minute No. 8587*

*Moved:Cr D Ausburn  
Seconded:Cr J Parker*

*That Council accept the Monthly Financial Report for the month of February 2009.*

**CARRIED UNANIMOUSLY: (8/0)**



# **Shire of Wyndham East Kimberley**

## **Monthly Financial Report 2008/09**

**As at 28 February 2009**

**Presented to Council 17 March 2009**

- Statement of Financial Activity
- Note to Statement of Financial Activity (Net Current Asset Position)
- Note to Statement of Financial Activity (Explanation of Material Variances)
- Note to Statement of Financial Activity (Budget Remaining to Collect/Spend)
- Monthly Report on Investment Portfolio (Cash)

**Shire of Wyndham East Kimberley  
Statement of Financial Activity  
Year to Date Actual v Year to Date Budget  
as at 28 February 2009**

	Year to Date Budget		Year to Date Actual		Variance		
	\$	\$	\$	\$	\$	%	
<b>Revenues</b>		9,256,883		9,195,044			
General Purpose Funding	3,328,822		3,318,499		(10,323)	0%	
Governance	39,158		29,457		(9,701)	-25%	
Law, Order And Public Safety	45,103		35,267		(9,836)	-22%	
Health	101,727		104,966		3,239	3%	
Education And Welfare	1,047,119		1,054,375		7,256	1%	
Housing	84,450		80,990		(3,460)	-4%	
Community Amenities	1,881,263		1,837,606		(43,657)	-2%	
Recreation And Culture	278,371		278,720		349	0%	
Transport	2,240,014		2,254,649		14,635	1%	
Economic Services	72,210		81,783		9,573	13%	
Other Properties And Services	138,646		118,734		(19,912)	-14%	
<b>Expenses</b>		(9,359,580)		(9,322,878)			
General Purpose Funding	(276,138)		(286,442)		(10,304)	4%	
Governance	(590,356)		(549,026)		41,330	-7%	
Law, Order And Public Safety	(316,587)		(353,888)		(37,301)	12%	
Health	(214,195)		(211,422)		2,773	-1%	
Education And Welfare	(286,903)		(291,050)		(4,147)	1%	
Housing	(184,624)		(185,315)		(690)	0%	
Community Amenities	(1,879,551)		(1,856,374)		23,177	-1%	
Recreation and Culture	(2,263,079)		(2,262,662)		417	0%	
Transport	(2,930,273)		(2,954,205)		(23,932)	1%	
Economic Services	(298,498)		(292,735)		5,763	-2%	
Other Properties And Services	(119,376)		(79,759)		39,617	-33%	
<b>Adjustments for Cash Budget Requirements</b>							
Non-Cash Expenditure and Revenue		250,919		217,490	(33,429)	0	
Capital Expenditure and Revenue		(3,419,169)		(3,553,243)			
Purchase for Land Held for Resale	0		0		0		
Purchase Land and Buildings	(335,000)		(310,275)		24,725	0%	
Purchase Infrastructure Assets - Roads	(1,883,012)		(1,925,679)		(42,667)	2%	
Purchase Infrastructure Assets - Parks	(332,687)		(302,705)		29,982	-9%	
Purchase Infrastructure Assets - Footpaths	(130,384)		(262,640)		(132,256)	101%	
Purchase Infrastructure Assets - Drainage	(20,000)		(21,035)		(1,035)	0%	
Purchase Infrastructure Assets - Other	(1,390,670)		(1,395,770)		(5,100)	0%	
Purchase Plant and Equipment	(917,000)		(916,838)		162	0%	
Purchase Furniture and Equipment	(103,500)		(117,034)		(13,534)	13%	
Grants / Contributions for Development of Assets	1,402,611		1,404,848		2,237	0%	
Proceeds from Disposal of Assets	1,232,790		1,233,693		903	0%	
Proceeds from Sale of Land Held for Resale	300,000		302,605		2,605		
Repayment of Debentures	(118,436)		(118,280)		156	0%	
Proceeds from New Debentures	0		0		0		
Self-Supporting Loan Principal Income	1,119		1,119		0		
Transfers to Reserves (Restricted Assets)	(1,125,000)		(1,125,251)		(251)		
Transfers from Reserves (Restricted Assets)	0		0		0		
<b>ADD</b>	Estimated Surplus/(Deficit) July 1 B/Fwd	1,448,641	1,448,641	2,301,074	2,301,074	852,433	59%
<b>LESS</b>	Estimated Surplus/(Deficit) June 30 C/Fwd	3,074,033	3,074,033	3,704,693	3,704,693	630,660	21%
	Amount Required to be Raised from Rates	4,896,339	4,896,339	4,867,206	4,867,206	(29,133)	-1%

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**Shire of Wyndham East Kimberley**  
**Notes to Statement of Financial Activity**  
**For the Period Ended 28 February 2009**

	YTD Actual 2008/09 \$	Brought Forward 1 July 2008 \$
<b>Net Current Assets</b>		
<i>Composition of Net Current Asset Position</i>		
<b>Current Assets</b>		
Cash - Unrestricted	1,685,432	1,155,459
Cash - Reserves	6,227,414	5,102,163
Cash - Restricted Unspent Grants		1,091,078
Investments - Restricted		
Receivables	2,462,713	1,141,569
Self Supporting Loans		1,119
Inventories	12,353	7,834
Land Held for Resale		-
	10,387,912	8,499,221
<i>Less</i>		
<b>Current Liabilities</b>		
Payables	(455,806)	(1,095,984)
	(455,806)	(1,095,984)
<i>Less</i>		
<b>Restricted Reserves</b>		
Cash	(6,227,414)	(5,102,163)
Investments		
<b>Net Current Asset Position</b>	3,704,693	2,301,074

**Shire of Wyndham East Kimberley**  
**Notes to Statement of Financial Activity**  
**For the Period Ended 28 February 2009**

**Explanation of Material Variances**

*Variances +/- \$50,000*

**Operating**

**Recurrent Revenue - Excluding Rates**

Nil.

**Recurrent Expenditure**

Nil.

**Capital**

**Non-Cash Expenditure and Revenue**

Nil.

**Capital Expenditure and Revenue**

Purchase Infrastructure Assets (Footpaths) – Executive Manager Engineering & Regulatory Services will investigate and provide a report to the next Audit Committee meeting.

Shire of Wyndham East Kimberley Note to Statement of Financial Activity (Budget to Collect / Spend) as at 28 February 2009						
	Amended Adopted Budget		Year to Date Actual		Budget Remaining to Collect / (Spend)	
	\$	\$	\$	\$	\$	\$
<b>Revenues</b>		12,612,282		9,195,044		3,417,238
General Purpose Funding	4,364,562		3,318,499		1,046,063	
Governance	48,010		29,457		18,553	
Law, Order And Public Safety	72,600		35,267		37,333	
Health	146,920		104,966		41,954	
Education And Welfare	1,083,159		1,054,375		28,784	
Housing	126,470		80,990		45,480	
Community Amenities	2,347,689		1,837,606		510,083	
Recreation And Culture	464,900		278,720		186,180	
Transport	3,386,050		2,254,649		1,131,401	
Economic Services	296,285		81,783		214,502	
Other Properties And Services	275,637		118,734		156,903	
<b>Expenses</b>		(16,035,616)		(9,322,878)		(6,712,738)
General Purpose Funding	(373,155)		(286,442)		(86,713)	
Governance	(965,900)		(549,026)		(416,874)	
Law, Order And Public Safety	(514,548)		(353,888)		(160,660)	
Health	(339,005)		(211,422)		(127,583)	
Education And Welfare	(398,772)		(291,050)		(107,722)	
Housing	(298,386)		(185,315)		(113,071)	
Community Amenities	(3,615,413)		(1,856,374)		(1,759,039)	
Recreation and Culture	(3,349,562)		(2,262,662)		(1,086,900)	
Transport	(5,242,786)		(2,954,205)		(2,288,581)	
Economic Services	(629,627)		(292,735)		(336,891)	
Other Properties And Services	(308,463)		(79,759)		(228,704)	
<b>Adjustments for Cash Budget Requirements</b>						
Non-Cash Expenditure and Revenue		1,000,959		217,490		783,469
Capital Expenditure and Revenue		(4,775,039)		(3,553,243)		(1,221,796)
Purchase for Land Held for Resale	(250,000)		0		(250,000)	
Purchase Land and Buildings	(1,490,000)		(310,275)		(1,179,725)	
Purchase Infrastructure Assets - Roads	(4,323,016)		(1,925,679)		(2,397,337)	
Purchase Infrastructure Assets - Parks	(1,012,187)		(302,705)		(709,482)	
Purchase Infrastructure Assets - Footpaths	(147,164)		(262,640)		115,476	
Purchase Infrastructure Assets - Drainage	(125,000)		(21,035)		(103,965)	
Purchase Infrastructure Assets - Other	(2,942,527)		(1,395,770)		(1,546,757)	
Purchase Plant and Equipment	(1,761,280)		(916,838)		(844,442)	
Purchase Furniture and Equipment	(281,000)		(117,034)		(163,966)	
Grants / Contributions for Development of Assets	5,630,971		1,404,848		4,226,123	
Proceeds from Disposal of Assets	1,546,843		1,233,693		313,150	
Proceeds from Sale of Land Held for Resale	300,000		302,605		(2,605)	
Repayment of Debentures	(127,300)		(118,280)		(9,020)	
Proceeds from New Debentures	1,071,000		0		1,071,000	
Self-Supporting Loan Principal Income	1,119		1,119		(0)	
Transfers to Reserves (Restricted Assets)	(1,988,883)		(1,125,251)		(863,632)	
Transfers from Reserves (Restricted Assets)	1,123,385		0		1,123,385	
<b>ADD</b> Estimated Surplus/(Deficit) July 1 B/Fwd	2,301,075	2,301,075	2,301,074	2,301,074	1	1
<b>LESS</b> Estimated Surplus/(Deficit) June 30 C/Fwd		0	3,704,693	3,704,693	(3,704,693)	(3,704,693)
Amount Required to be Raised from Rates	4,896,339	4,896,339	4,867,206	4,867,206	29,133	29,133

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**MONTHLY REPORT ON INVESTMENT PORTFOLIO (CASH)**

**INVESTMENT POLICY F17**

<b>"Overall Portfolio Limits"</b>			
S&P Long Term Rating	S&P Short Term Rating	Direct Investment Maximum %	Managed Funds Maximum %
AAA	A-1+	100%	100%
AA	A-1	100%	100%
A	A-2	60%	80%

Note: "S & P" relates to Standard & Pours credit rating agency

<b>"Counterparty Credit Framework"</b>			
S&P Long Term Rating	S&P Short Term Rating	Direct Investment Maximum %	Managed Funds Maximum %
AAA	A-1+	45%	50%
AA	A-1	35%	45%
A	A-2	20%	40%

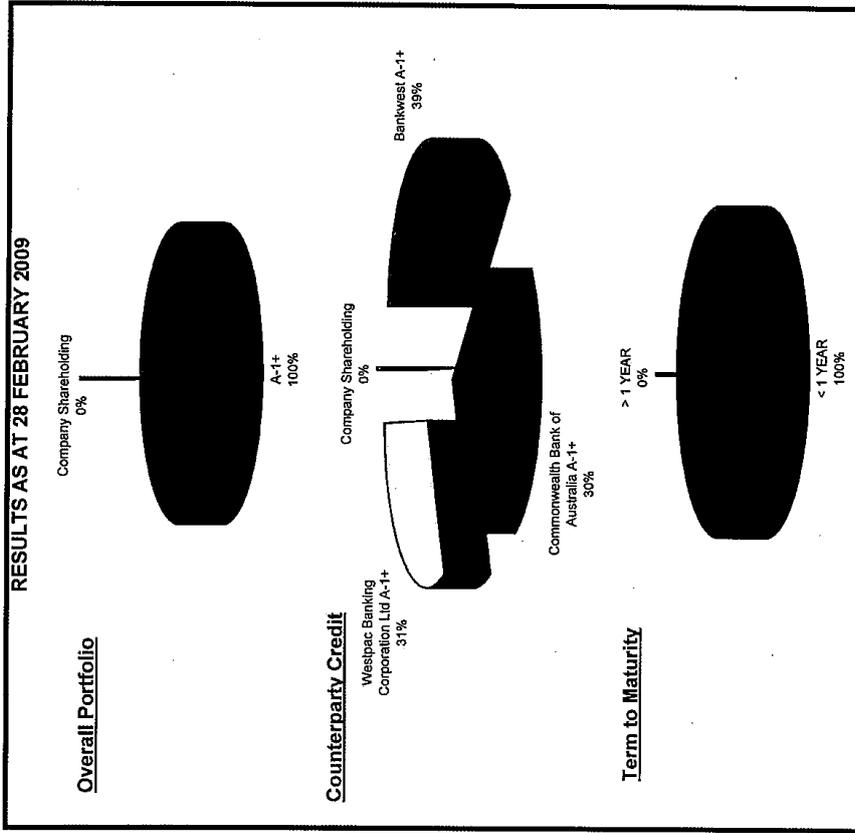
  

<b>"Term to Maturity Framework"</b>	
Overall Portfolio Term to Maturity Limits	100% max 40%
Portfolio % < 1 year	min
Portfolio % > 1 year	60%
Portfolio % > 3 year	35%
Portfolio % > 5 year	25%

Individual Investment Maturity Limits

ADI	5 years
Non ADI	3 years

Note: "ADI" relates to an Authorised Deposit Institution (authorised under the Banking Act 1959)



**EXPLANATION OF VARIANCES:**

Company shareholding (non S&P rated or ADI) represents less than 1% of investment portfolio. Council minute 8314 provides instruction to sell shareholding. Refer to item 12.2.4 this agenda.

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## 12.2.4 CAMBRIDGE GULF LIMITED SHARES (8588)

<b>DATE:</b>	17 March 2009
<b>PROPONENT:</b>	Shire Of Wyndham East Kimberley
<b>LOCATION:</b>	Shire Of Wyndham East Kimberley
<b>AUTHOR:</b>	Gill Old Acting Executive Manager Corporate Services
<b>REPORTING OFFICER:</b>	Gill Old Acting Executive Manager Corporate Services
<b>FILE NO:</b>	61.35.07
<b>ASSESSMENT NO:</b>	N/A

### **PURPOSE**

To recommend further action in relation to the disposal of 4,061 shares in Cambridge Gulf Limited.

### **BACKGROUND**

At the Ordinary Council Meeting on 19 August 2008 Council resolved:

Minute No. 8314

Moved: Cr J Moulden

Seconded: Cr K Wright

*That Council:*

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

Carried Unanimously 6/0

As a result of this decision, an expression of interest for the acquisition of these shares was advertised. At the close of the submission period, one offer was received from Cuckoona Park Superannuation Fund.

At the Ordinary Council Meeting on 16 December 2008 Council resolved:

*Minute No: 8471*

*Moved: Cr J Moulden*

*Seconded: Cr R Addis*

*That Council having considered the offer received from Cuckoona Park Superannuation Fund to purchase 4,061 shares in Cambridge Gulf Limited for \$3.50 per share makes a counter offer to sell the shares at a value of \$5.00 per share with the offer expiring at 4.00pm on Monday 12 January 2009.*

CARRIED: (4/2)

*Cr K Wright requested the votes be recorded  
Crs J Moulden, R Addis, F Mills and D Ausburn voted for the motion  
Crs K Wright and K Torres voted against the motion*

**STATUTORY IMPLICATIONS**

Section 3.58 of the Local Government Act 1995: Disposal of Property

**POLICY IMPLICATIONS**

F17: Investment Policy.  
Disposal of these shares will ensure Council practice is in line with Council Policy, F17 Investment Policy

**FINANCIAL IMPLICATIONS**

Proceeds from sale of shares was not included in the 2008-09 Budget.

**STRATEGIC IMPLICATIONS**

Nil

**COMMUNITY CONSULTATION**

Not required

**COMMENT**

Cuckoona Park Superannuation Fund rejected the counter offered made to them for the purchase of the 4,061 Cambridge Gulf Shares at \$5 per share.

The rejection of the counter offer now requires further deliberation by Council.

Whilst the value of the shareholding is not large in relation to the Shire of Wyndham East Kimberley total investment portfolio, it is considered that the retention of the Cambridge Gulf Limited shares is not consistent with the guidelines set down in the recently reviewed and adopted Investment Policy F17.

**ATTACHMENTS**

Report for the half year ended 31<sup>st</sup> December 2008

**VOTING REQUIREMENT**

Simple Majority

**OFFICER'S RECOMMENDATION**

That Council re-advertise for expressions of interest in the purchase of the 4,061 Cambridge Gulf Limited shares, with a closing date of 1 May 2009 to ensure that if any offers are received the disposal process can be completed by the end of the current financial year.

### **COMMITTEE RESOLUTION**

*Minute AC132*

*Moved: Cr D Ausburn*

*Seconded: Cr K Wright*

*That the Committee recommend to Council that the status of the 4,061 Cambridge Gulf Limited shares be re-examined in six months time.*

*Carried: 2/1*

### **COMMITTEE RECOMMENDATION**

***That Council adopt the recommendation that the status of the 4,061 Cambridge Gulf Limited shares be re-examined in six months time.***

### **COUNCIL DECISION**

***Minute No. 8588***

***Moved:Cr K Wright***

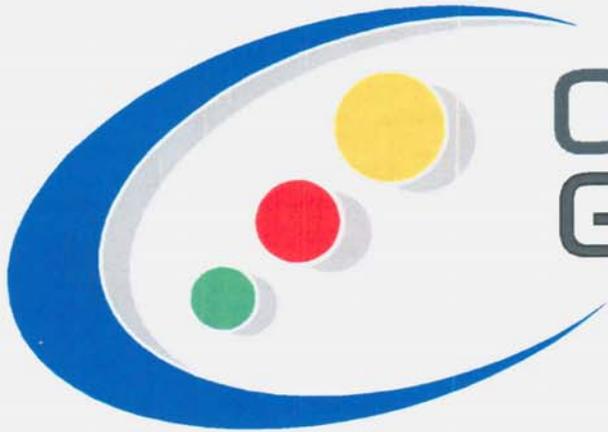
***Seconded:Cr K Torres***

***That Council adopt the recommendation that the status of the 4,061 Cambridge Gulf Limited shares be re-examined in six months time.***

**CARRIED UNANIMOUSLY: (6/0)**

*Cr J Parker and Boshammer left the room at 6.20pm*

*Cr J Parker and Boshammer returned at 6.21pm*



# CAMBRIDGE GULF LIMITED

Doc No.	065192
Date	09 MAR 2009
Officer	CEO
Response	
File	66.13.03
Cross Ref.	

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**HALF YEAR RESULTS TO DECEMBER 2008**

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# CAMBRIDGE GULF LIMITED

## REPORT FOR THE HALF YEAR ENDED 31<sup>ST</sup> DECEMBER 2008

The Directors of Cambridge Gulf Limited are pleased to present their report for the half year ended 31<sup>st</sup> December 2008.

This interim report is issued to inform Shareholders about the consolidated financial position and performance of the Company over the past six months and impacts likely to influence the Company's financial position over the next six months.

As mentioned at the November General Meeting our Company's income stream is largely dependent on providing services and inputs to the mining industry. The first half of the year has seen world commodity prices decline dramatically severely affecting all miners. Extreme variations in the cost of fuel, a slower than expected start for CGL Steel Pty Ltd and conflicts with our bankers have all made for a difficult first six months operation.

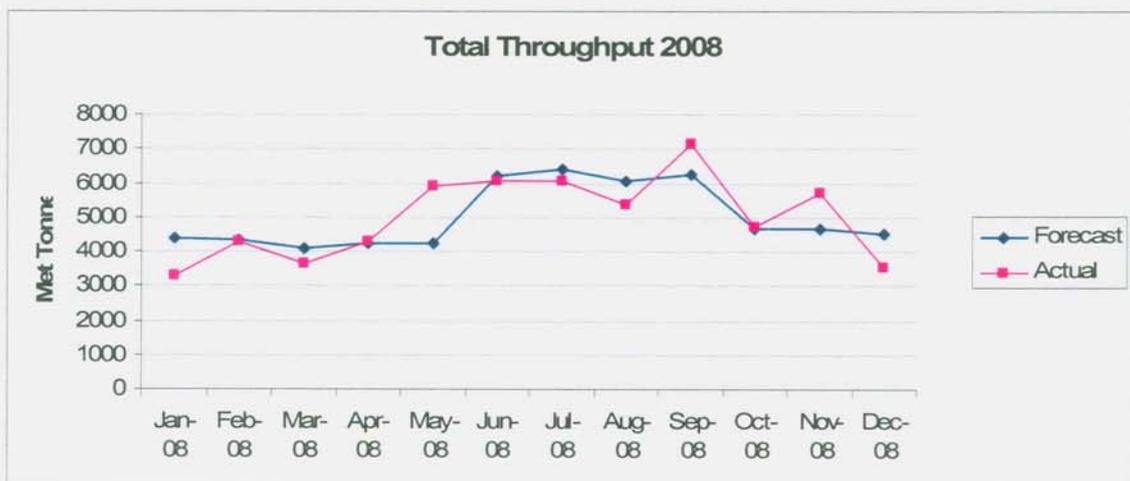
### **Cambridge Gulf Limited**

An unaudited statement of the consolidated financial position of the group is included in this report.

There has been a material decline in the value of the Wesfarmers Limited and Ruralco Holdings Limited listed shares in this financial year of \$660,500. Whilst these losses will only be realised if the shares are sold, accounting conventions require that they are recognised directly in the income statement in this report.

### **CGL Fuel Pty Ltd**

In July 2008 a cargo of 10,000 metric tonnes of diesel fuel cost \$15 million compared to \$8.5 million in July 2007. Fuel prices are now below the 2007 level. Despite the wild fluctuations in prices, sales remained consistent for the 2008 calendar year with 60,232 metric tonnes sold compared to a forecast of 60,180 metric tonnes.



The suspension of underground operations at Argyle Diamond Mine (ADM) is expected to have a considerable impact on future sales. Fuel sales to ADM represent 60% of annual turnover of the fuel business. Initial indications are that sales to ADM will be down by approximately 25% over the next six months compared with the same period last year.

World nickel prices have been affected significantly by the global economic downturn with current prices in the order of \$10,000 a tonne compared to \$55,000 a tonne in 2007. Kimberley Nickel (formerly Sally Malay) represents 20% of our annual fuel sales and we are closely monitoring the ongoing viability of this mine.

### ***CGL Steel Pty Ltd***

CGL bought the assets and business trading as "Kimberley Steel" with effect from 1<sup>st</sup> July 2008. This acquisition is consistent with the Directors' strategy of diversifying the income streams of the group and lessening dependence on any one sector of the economy. The core activity of the business is the fabrication of steel frames and structural steel for housing, sheds and steel framed infrastructure as well as steel sales. The business has an established clientele and a profitable track record.

However, uncertainty caused by the global economic crisis, the cooling off of the local real estate market and the timing of the State election have all contributed to a slowdown in the building sector over the past six months. This is expected to improve over the next six months with the release of tenders for government housing projects, particularly in Halls Creek and remote aboriginal communities.

Investigations are underway to assess the potential for expansion into the West Kimberley and Northern Territory and to supply local builders with a range of additional bulk building products. CGL Steel Pty Ltd is ideally placed to benefit from recently announced government investment commitments to housing and infrastructure projects.

### ***CGL Wyndham Port***

The Wyndham Port business continues to provide good returns through statutory fees, equipment hire, stevedoring charges and hire of the pilot boat. There has been little effect from the global economic crisis on trade through the port other than the cessation of sugar and molasses exports. There is an increasing demand for imports of ammonium nitrate due to the upgrading of our AN import license. The product is re-consigned to many locations throughout Australia and is occasionally exported to China on nickel ships.

Increasing the number of cattle exported through the port offers a significant opportunity for expansion. Despite most cattle in the region being located closer to Wyndham than Broome or Darwin, the cattle yards are under utilised. Representatives from the cattle industry are being consulted to address their concerns about the yards with a view to substantially increase cattle numbers through the port.

Ageing port infrastructure is set to benefit from Federal money allocated as part of the Ord Expansion Project. This will lead to significant improvements in the port's facilities and potentially increase the capacity of ships servicing the port.

Port throughput for the year was:

	Jan to Jun 2008	Jul to Dec 2008
Cattle	16,550	35,406
Nickel (tonnes)	64,278	53,888
Ammonium Nitrate (tonnes)	9,718	10,592
Containers (in & out)	820	604

### ***Northern Agricultural Services***

The first six months of trading in the Katherine based 'Northern Agricultural Services' was slow however valuable time was spent building the foundations of the business for the future.

Significant effort developing a service / support based approach has commenced to pay off over the last couple of months. There is widespread recognition that there are many agricultural opportunities in the Northern Territory going forward and we are well placed to participate in that market.

### ***Banking Arrangements***

As mentioned at the November Annual General Meeting the Board was reviewing the performance of our financial services provider. We are pleased to report that all CGL banking facilities have been transferred to the National Australia Bank with effect from February 2009.

### ***Ord Expansion Project***

The Ord Expansion Project promises Federal investment in social and economic infrastructure equal to the State's investment in irrigation infrastructure. Both the State and Federal investments will provide significant opportunities for CGL over the coming years.

## CONSOLIDATED HALF YEAR FINANCIAL REPORT TO DECEMBER 2008

### **Financial Performance**

The consolidated financial performance of the company (based on unaudited management accounts for the six months ended 31<sup>st</sup> December 2008 is as follows (\$000's)

	December 2008 (\$000's)	June 2008 (\$000's)
Revenue/other income	<u>63,248.4</u>	<u>95,001.9</u>
Results from operating activities	1,899.4	2,263.3
Net financing costs	<u>( 453.1 )</u>	<u>( 434.0 )</u>
Profit before tax	1,446.3	1,829.3
Taxation expense	<u>( 433.9 )</u>	<u>( 975.2 )</u>
Profit for the period	1,012.4	854.1
Revaluation of listed investments	( 660.5 )	( 1,98.7 )
Reserve adjustments	<u>3.7</u>	<u>( 17.9 )</u>
Net income recognised directly in equity	<u>( 656.8 )</u>	<u>( 216.6 )</u>
Total recognised in income statement for period	<u>355.6</u>	<u>637.5</u>

The comparative figures to June 2008 reflect results for a full year. It should be noted that these results incorporate an impairment loss of \$893.3K which the Directors believe is more properly accounted for as an adjustment of accumulated reserve rather than a write off in the income statement.

The consolidated financial results of the company (based on the unaudited management accounts) for the six months ended December 31<sup>st</sup> 2008 reflect a profit for the period after taxation of \$1,012K (budget\$1,227.7K).

### **Financial Position**

The consolidated financial position of Cambridge Gulf Limited based on the unaudited management accounts, for the six months ended December 31<sup>st</sup> 2008 is as follows:

	December 2008 (\$000's)	June 2008 (\$000's)
<b><u>Capital Employed</u></b>		
Share capital	4,543.9	4,543.9
Retained income and reserves	<u>3,830.8</u>	<u>4,267.3</u>
Shareholder equity	8,374.7	8,811.2
<b>Employment of Capital</b>		
Property, plant and equipment	3,279.5	3,037.3
Deferred tax asset	47.2	47.2
Goodwill	2,440.0	-
Investment in listed shares	<u>663.3</u>	1,280.2
<b>Total Non-current Assets</b>	<b>6,430.0</b>	<b>4,364.7</b>
<b>Net Current Assets</b>	<b><u>1,944.7</u></b>	<b><u>4,446.5</u></b>
<b><u>Current Assets</u></b>		
Accounts receivable	5,669.7	8,681.4
Cash	679.4	535.9
Inventory	4,420.9	7,792.3
Other debtors and prepayments	205.8	12.2
<b>Total Current Assets</b>	<b><u>10,975.8</u></b>	<b><u>17,021.8</u></b>
<b><u>Current Liabilities</u></b>		
Accounts payable	1,035.1	1,399.0
Bank overdraft	3,250.4	9,038.1
Bills of Exchange	2,870.0	1,240.0
Other creditors	820.5	592.8
Provisions	992.7	280.5
Tax liability	62.4	24.9
<b>Total Current Liabilities</b>	<b><u>9,031.1</u></b>	<b><u>12,575.3</u></b>
<b>Total Employment of Capital</b>	<b>8,374.7</b>	<b>8,811.2</b>

### **Interim Dividend Distribution**

Your company continues to make reasonable profits in difficult and uncertain times. However the tangible net worth of the business is still below the covenant level required by our bankers and impacts from the global crisis on future earnings do not auger well.

Consequently the Board has taken a precautionary view in relation to an interim dividend distribution.

The Board has pleasure in declaring an interim dividend to Shareholders of 10 cents per share.



**Lindsay Innes**  
**Director**  
**Cambridge Gulf Limited**  
24 February 2009

## 12.2.5 COMPLIANCE AUDIT RETURN (8589)

<b>DATE:</b>	17 March 2009
<b>PROPONENT:</b>	Shire Of Wyndham East Kimberley
<b>LOCATION:</b>	Shire Of Wyndham East Kimberley
<b>AUTHOR:</b>	Gill Old Acting Executive Manager Corporate Services
<b>REPORTING OFFICER:</b>	Gill Old Acting Executive Manager Corporate Services
<b>FILE NO:</b>	60.01.04
<b>ASSESSMENT NO:</b>	N/A

### **PURPOSE**

To advise the Committee of the outcomes of the 2008 Shire of Wyndham East Kimberley self audit process, the Compliance Audit.

### **BACKGROUND**

The Chief Executive Officer is required to complete and submit a self audit known as the Compliance Audit Return to the Department of Local Government and Regional Development by 31 March each year. The Compliance Audit is one of the tools that allows Council to monitor how the organisation is functioning.

Regulations require that upon completion of the Compliance Audit Return the return is to be:

- Presented to the Council at a meeting of the Council.
- Adopted by the Council
- Recorded in the minutes of the meeting at which it is adopted.

Compliance audits are essentially a checklist whereby the CEO confirms compliance (or otherwise) with the various legislation that pertains to local government administration and decision making. The Compliance Audit is undertaken using an online Compliance Audit Return that is prepared by the Department of Local Government and Regional Development (the Department).

### **STATUTORY IMPLICATIONS**

Section 7.13 (i) of the Local Government Act 1995 states that:

*Regulations may make provision requiring local governments to carry out in the manner and form prescribed an audit of compliance with such statutory requirements as are prescribed wether those requirements are:*

- (i) *Of a financial nature or not*
- (ii) *Under this act or another written law*

### **POLICY IMPLICATIONS**

Nil

## **FINANCIAL IMPLICATIONS**

Nil

## **STRATEGIC IMPLICATIONS**

Key result area 5 – Governance

## **COMMUNITY CONSULTATION**

Nil

## **COMMENT**

The 2008 Compliance Audit asked 311 questions related to compliance with the Local Government Act, other relevant legislation, and regulations impacting on Local Government.

Issues regarding detailed recordings in the Council's Tender Register has previously been highlighted, and is being actioned as per item 5.10 of this agenda.

## **ATTACHMENTS**

2008 Compliance Audit Report

## **VOTING REQUIREMENT**

Simple Majority

## **OFFICER'S RECOMMENDATION**

For the Audit Committee to recommend to Council adoption of the 2008 Compliance Audit Report

***The Chair instructed that due to insufficient time being provided to examine this Report, this item be referred to the full Council at Ordinary Council Meeting of 17 March 2009, with a request for Councillors to note any feedback regarding the item to the Manager of Financial Services by close of business Monday 16 March 2009.***

## **COMMITTEE DECISION**

For the Audit Committee to recommend to Council adoption of the 2008 Compliance Audit Report

**COUNCIL DECISION**

***Minute No. 8589***

***Moved:Cr K Wright***

***Seconded:Cr D Ausburn***

***That Council adopt the 2008 Compliance Audit Report***

***CARRIED UNANIMOUSLY: (8/0)***

## 12.2.6 STAFF RECOGNITION POLICY (8590)

<b>DATE:</b>	17 March 2009
<b>PROPONENT:</b>	Shire Of Wyndham East Kimberley
<b>LOCATION:</b>	Shire Of Wyndham East Kimberley
<b>AUTHOR:</b>	Gill Old Acting Executive Manager Corporate Services
<b>REPORTING OFFICER:</b>	Peter Stubbs Chief Executive Officer
<b>FILE NO:</b>	60.02.01
<b>ASSESSMENT NO:</b>	N/A

### **PURPOSE**

To present to the Audit Committee reviewed policy HR9 – Recognition of Staff Policy

### **BACKGROUND**

At Ordinary Council meeting of 24 June 2003 Council resolved the following:

*MINUTE NO. 6359*

*Moved Cr Pucci/Nelson*

- 1. That Council Policy HR17 – Recognition of Staff on Retirement/Resignation adopted 18 March 1999 be repealed.*
- 2. That the following new Policy HR9 – Recognition of Staff be adopted as Policy of Council.*

*CARRIED UNANIMOUSLY (8-0)*

### **STATUTORY IMPLICATIONS**

Local Government Act 1995

### **POLICY IMPLICATIONS**

Policy HR9 Recognition of Staff

### **FINANCIAL IMPLICATIONS**

As per policy

### **STRATEGIC IMPLICATIONS**

The reviewed Policy improves recognition for staff achieving employment service milestones with the Shire of Wyndham East Kimberley with a view to encourage continuing service, therefore contributing more effectively to Council's retention of staff and staff morale.

### **COMMUNITY CONSULTATION**

Nil

## **COMMENT**

The existing adopted policy favours recognition of staff on resignation/retirement, whereas the reviewed policy seeks to improve the reward for staff reaching significant employment service milestones with the Shire of Wyndham East Kimberley and encourage continuing service with Council.

Current staffing levels indicate:

- 1 staff member with over 30 years service
- 1 staff member with 23 years service
- 1 staff member with 18 years service
- 1 staff member with 15 years service
- 1 staff member with 12 years service
- 3 staff members with 11 years service
- 16 staff members with between 3 and 10 years service (2 staff members with 9 years service)
- 46 staff members with less than 3 years service

## **ATTACHMENTS**

Current Policy HR9 – Recognition of Staff Policy.  
Revised Policy HR9 – Recognition of Staff Policy

## **VOTING REQUIREMENT**

Simple Majority

## **OFFICER'S RECOMMENDATION**

That the Audit Committee recommend to Council to adopt amended policy HR9 – Recognition of Staff.

## **COMMITTEE RESOLUTION**

Minute AC134

Moved: Cr D Ausburn

Seconded: Cr R Addis

*That the Audit Committee recommend to Council to adopt amended policy HR9 – Recognition of Staff.*

Carried Unanimously: **3/0**

## **COMMITTEE RECOMMENDATION**

That Council adopt amended policy HR9 – Recognition of Staff.

**COUNCIL DECISION**

*Minute No. 8590*

*Moved:Cr D Ausburn*

*Seconded:Cr R Boshammer*

*That Council adopt amended policy HR9 - Recognition of Staff*

***CARRIED UNANIMOUSLY: (8/0)***

## Existing Policy

<b>POLICY No:</b>	<b>HR9</b>
<b>DIVISION:</b>	<b>Human Resources</b>
<b>SUBJECT:</b>	<b>Recognition of Staff</b>
<b>REPORTING OFFICER:</b>	<b>Chief Executive Officer</b>
<b>ENABLING LEGISLATION:</b>	<b>Local Government Act 1995 Section 5.36</b>

### **OBJECTIVE**

To provide guidelines for the recognition of staff *service* on retirement or resignation.

### **POLICY**

#### **Council Gifts**

##### **1. Service 3-5 years**

Gift up to the value of \$50 for each year of completed service.

##### **2. Service 5-10 years**

Gift up to the value of \$75 for each year of completed service.

##### **3. Service more than 10 years**

A gift up to the value of \$750 plus \$100 for each year of completed service over 10 years to be presented at an appropriate function (to be determined by the Shire President and Chief Executive Officer).

All staff attaining 10 years service shall be presented with a watch or suitable memento to the value of \$300.

All staff attaining 20 years services shall be presented with a watch or suitable memento to the value of \$500.

**ADOPTED: 24/06/2003**

## Revised Policy

<b>POLICY No:</b>	<b>HR9</b>
<b>DIVISION:</b>	<b>Human Resources</b>
<b>SUBJECT:</b>	<b>Recognition of Staff</b>
<b>REPORTING OFFICER:</b>	<b>Chief Executive Officer</b>
<b>ENABLING LEGISLATION:</b>	<b>Local Government Act 1995 Section 5.36</b>

### OBJECTIVE

To provide guidelines for the recognition of staff service with the Shire of Wyndham East Kimberley:

- on retirement or resignation, and
- on achieving significant milestones of 10, 20 and 30 years service with the Shire.

### POLICY

Council gifts will be provided to staff who were employed as permanent staff members as follows:

Clause 1 and 2 below apply to staff retiring or resigning:

1. Service 3- 10 years

Gift up to the value of \$50 for each year of completed service, and a small function to value of \$100.

2. Service more than 10 years

A gift up to the value of \$100 for each year of completed service over 10 years to be presented at an appropriate function (to be determined by the Shire President and Chief Executive Officer).

The following recognition applies to staff accruing significant employment milestones with the Shire of Wyndham East Kimberley and continuing employment:

All staff attaining 10 years completed service and is continuing service, shall be presented with a suitable memento to the value of \$750 to be presented at an appropriate function (to be determined by the Shire President and Chief Executive Officer).

All staff attaining 20 years completed service and is continuing service, shall be presented with a suitable memento to the value of \$1,500 to be presented at an appropriate function (to be determined by the Shire President and Chief Executive Officer).

All staff attaining 30 years completed service and is continuing service, shall be presented with a suitable memento to the value of \$2,000 to be presented at an appropriate function (to be determined by the Shire President and Chief Executive Officer).

Notes:

- Should “years of completed service” include any significant absences of leave without pay, entitlement shall be determined by the employer.
- A staff member employed as a casual employee who is subsequently offered permanent employment status, shall be considered for pro-rata entitlement of “years of completed service” as determined by the employer.

## 12.3. ENGINEERING & REGULATORY SERVICES

### 12.3.1 REPLACEMENT OF LIGHT VEHICLES (8591) (8592)

<b>DATE:</b>	17 March 2009
<b>PROPONENT:</b>	Shire Of Wyndham East Kimberley
<b>LOCATION:</b>	Shire Of Wyndham East Kimberley
<b>AUTHOR:</b>	Alex Douglas Executive Manager Engineering & Regulatory
<b>REPORTING OFFICER:</b>	Alex Douglas Executive Manager Engineering & Regulatory
<b>FILE NO:</b>	66.41.07
<b>ASSESSMENT NO:</b>	N/A

#### **PURPOSE**

For Council to consider the replacement of five light vehicles.

#### **BACKGROUND**

In accordance with past practice quotations have been sought for the replacement of light vehicles based on a three year or 70,000 km changeover frequency.

The majority of vehicles nominated for replacement have completed either of the criteria.

#### **STATUTORY IMPLICATIONS**

Replacement of vehicles less than \$100,000 can be undertaken by quotation. Local Government has access to the State Government's supply tender for vehicles.

#### **POLICY IMPLICATIONS**

No policy implications are associated with this report

#### **FINANCIAL IMPLICATIONS**

Budget estimates included in the 2008/09 Budget are detailed as follows: -

Plant No.	Description	Purchase Estimate	Trade Estimate	Changeover (excl GST)
P104	Mid-Range Dual Cab Utility	52,000	20,000	32,000
P327	2WD Tray Top Utility	33,000	12,000	21,000
P341	2WD Utility	30,000	15,000	15,000
P326	4WD Dual Cab Utility	38,000	20,000	18,000
P201	4WD Dual Cab Utility	40,000	20,000	20,000
			<b>TOTAL</b>	<b>106,000</b>

Quotations were sought from Argyle Motors and the amounts are summarised as follows: -

Plant No.	Description	Purchase Price (incl GST)	Trade Price (incl GST)	Changeover (excl GST)
P104	Automatic Hilux SR5 4WD Dual Cab Utility with canopy, roo bar and spotlights	55,247.04	14,500	37,042.76
P327	Manual Hilux SR 2WD Cab Chassis with steel tray	31,025.98	10,500	18,659.98
P341	Holden Omega 2WD Utility with roo bar, spotlights, hazard lights and rigid tourneau cover	33,657.80	14,000	17,870.73
P326	Manual Hilux SR 4WD Dual Cab Utility with roo bar and spotlights	46,415.12	14,000	29,468.29
P201	Manual Hilux SR 4WD Dual Cab Utility	42,419.37	16,000	24,017.61
			<b>TOTAL</b>	<b>127,059.37</b>

The shortfall in the changeover amounts is in the trade values and is reflecting the economic climate..

There are three options available to Council, being: -

- A) Accept the quotations and not proceed with the changeover of the Kununurra Backhoe until the 2009/10 financial year thereby utilising the budgeted funds to fund the shortfall, or
- B) Remove one of the vehicles from the replacement program and budget within the 2009/10 financial year, or
- C) Accept the new vehicles without trade-ins and invite the disposal of the trade vehicles by tender.

It is recommended that Option A be used.

The quoted prices exclude registration costs which are calculated and paid at the time of delivery based on a common expiry date of 30 March

### **STRATEGIC IMPLICATIONS**

The timely replacement of the Shire's plant and equipment is consistent with sound asset management practices

### **COMMUNITY CONSULTATION**

No consultation has been undertaken for this report.

### **COMMENT**

The price details are listed within the Financial Implications section of this report.

### **ATTACHMENTS**

Nil

### **VOTING REQUIREMENT**

Simple Majority

### **OFFICER'S RECOMMENDATION**

That Council accept the vehicle quotations as submitted Argyle Motors Pty Ltd as listed: -

- a) Supply and delivery of one only Automatic Hilux SR5 4WD Dual Cab Utility with canopy, roo bar and spotlights (\$55,247.04 incl GST) to replace a 2006 Holden Rodeo Dual Cab Utility – WY 11590 (P104) valued at \$14,500 incl. GST for the net changeover cost of \$37,042.76 (excl GST), and
- b) Supply and delivery of one only Manual Hilux SR 2WD Cab Chassis with steel tray (\$31,025.98 incl GST) to replace a 2006 Nissan Navara Tray Top Utility – WY 11633 (P327) valued at \$10,500 incl. GST for the net changeover cost of \$18,659.98 (excl GST), and
- c) Supply and delivery of one only Holden Omega 2WD Utility with roo bar, spotlights, hazard lights and rigid tourneau cover (\$33,657.80 incl GST) to replace a 2006 Holden Commodore Utility – WY 11630 (P341) valued at \$14,000 incl. GST for the net changeover cost of \$17,870.73 (excl GST), and
- d) Supply and delivery of one only Manual Hilux SR 4WD Dual Cab Utility with roo bar and spotlights (\$46,415.12 incl GST) to replace a 2006 Holden Rodeo Dual Cab Tray Top Utility – WY 11650 (P326) valued at \$14,000 incl. GST for the net changeover cost of \$29,468.29 (excl GST), and
- e) Supply and delivery of one only Manual Hilux SR 4WD Dual Cab Utility (\$42,419.37 incl GST) to replace a 2006 Holden Rodeo Dual Cab Tray Top Utility – WY 11655 (P326) valued at \$16,000 incl. GST for the net changeover cost of \$24,017.61 (excl GST)

### **COUNCIL DECISION**

***Minute No. 8591***

***Moved:Cr D Ausburn***

***Seconded:Cr R Boshammer***

**LOST: (4/5)**

*For: Crs Ausburn, Torres, Parker and Boshammer  
Against: Crs Caley, Moulden, Wright and Addis.  
Casting Vote against: Presiding Member Cr Addis*

**Minute No: 8592**

**Moved:Cr K Wright  
Seconded:Cr P Caley**

***Council request the Executive Manager Engineering & Regulatory Services to represent Item 12.3.1 Replacement of Light Vehicles to comply with Adopted Policy F19 - Purchasing and Tendering Policy.***

**CARRIED UNANIMOUSLY: (8/0)**

### 12.3.2 EVALUATION OF RECYCLING SURVEY (8593)

<b>DATE:</b>	17 March 2009
<b>PROPONENT:</b>	Shire Of Wyndham East Kimberley
<b>LOCATION:</b>	Shire Of Wyndham East Kimberley
<b>AUTHOR:</b>	Alex Douglas Executive Manager Engineering & Regulatory Services
<b>REPORTING OFFICER:</b>	Alex Douglas Executive Manager Engineering & Regulatory Services
<b>FILE NO:</b>	52.09.01
<b>ASSESSMENT NO:</b>	N/A

#### **PURPOSE**

The purpose of this report is to consider the results of the recycling survey that was distributed to residents and property owners via post during January 2009.

#### **BACKGROUND**

At the Ordinary Council Meeting held on 16 December 2008 the following resolution was made:

Minute No. 8475  
Moved:Cr J Moulden  
Seconded:Cr D Ausburn

That Council adopt in principle the provision of recycling services for Wyndham and Kununurra for the purposes of staff undertaking a community survey to establish support for recycling based on Option 4 where the co-mingled material is transported to Darwin for sorting, bins are purchased by the Shire and the anticipated cost per rateable residential property is in the range of \$180 - \$200 per annum, with the charge to cover operating expenditure and amortisation of capital costs.

CARRIED UNANIMOUSLY: (8/0)

In order to determine the level of support for a kerbside recycling service in Kununurra and Wyndham a survey was distributed residents and property owners in January 2009 with a submission closing date of 13 February.

More than 4000 survey forms were sent and 525 submissions were received.

The submissions were forwarded to a public consultancy firm CATALYSE Pty Ltd for summarising and analysis. At the time of preparing the Agenda the report had not been received however a summary of the data was provided. The delay in the report from the consultants was due to postal delays in the delivery of the forms.

#### **STATUTORY IMPLICATIONS**

There are no statutory implications associated with this report.

#### **POLICY IMPLICATIONS**

There are no policy implications associated with this report.

## **FINANCIAL IMPLICATIONS**

The provision of a kerbside recycling service for the two towns has been estimated in the range \$180-\$200 per service per annum. This amount is in addition to the approximate \$334 per annum rubbish charge already levied for the domestic kerbside service.

## **STRATEGIC IMPLICATIONS**

The provision of recycling services is being encouraged by both the state and federal governments to reduce the amount of re-usable materials being deposited in landfill sites.

## **COMMUNITY CONSULTATION**

The survey was undertaken to establish the level of support for recycling within the community. The consultation was undertaken in a manner to distribute the forms as directly as possible.

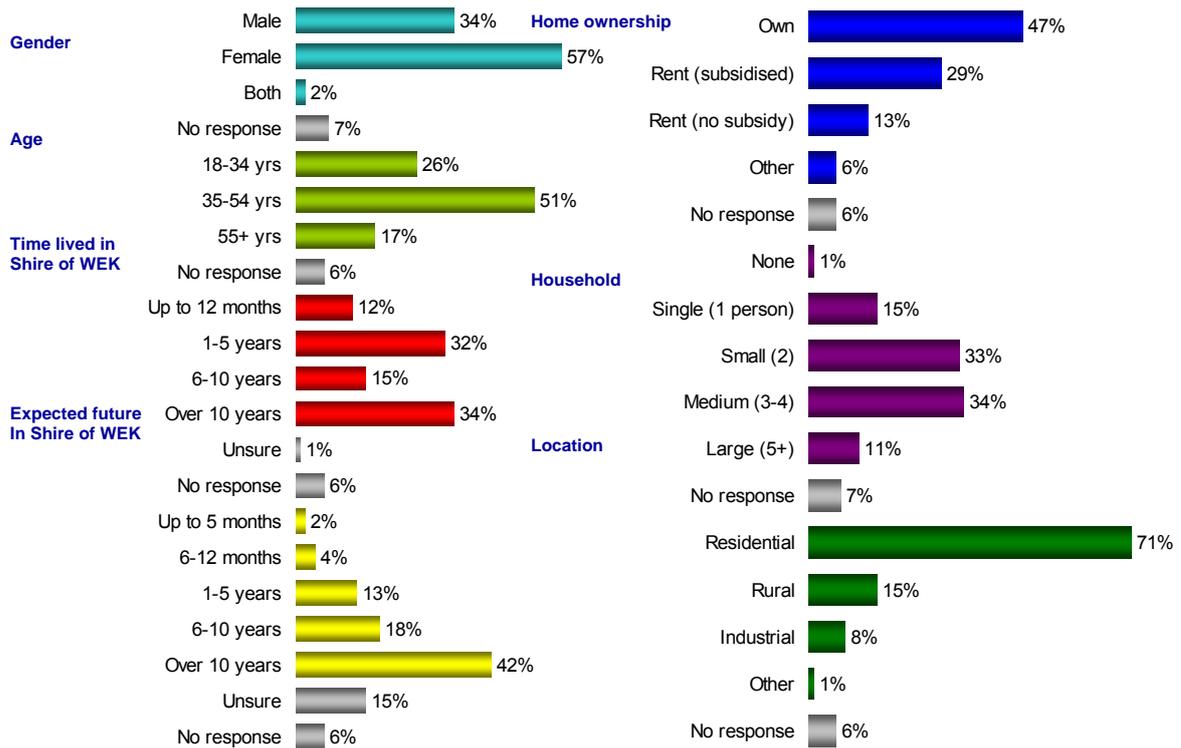
## **COMMENT**

The timing of the survey is allow the consideration or otherwise of a kerbside recycling service within the soon to be released tender for domestic kerbside collection. The existing contract ends on 30 June 2009.

The provision of recycling is obviously more than the collection of the materials; it involves the sorting and distribution to companies that reuse the materials

The basis of the recommended recycling methodology as presented to the 16 December 2008 Council Meeting was to collect the materials on a fortnightly basis and send the mixed (co-mingled materials) to Darwin for sorting and distribution by Cleanaway. This method minimises the capital investment and operating costs that would be borne by the Shire. A copy of the report is attached.

A summary of the demographics of the respondents is as follows: -



The specific questions and the responses are listed below: -

- Satisfaction with weekly rubbish collections:  
78% indicated a better than neutral response
- Satisfaction with recycling services  
80% indicated a worse than neutral response
- Satisfaction with landfill sites  
38% indicated a worse than neutral response, with 24% indicating a neutral response
- Household Waste Services  
84% of respondents have a weekly rubbish collection
- Importance of recycling and reducing waste  
86% indicated a better than neutral response.
- Importance of a kerbside recycling collection  
77% indicated a better than neutral response
- Willing to pay for kerbside recycling collection
 

No Response	9%
Unsure	12%
\$0	21%
\$1-\$49	1%
\$50-\$99	4%
\$100-\$149	12%
\$150-\$199	2%
\$200	38%
- Prior use of recycling collection services

75% indicated a prior use of recycling services.

The number of responses was better than anticipated and forms the basis of a sound statistical analysis.

The level understanding of the need to reduce waste and recycle, as well as the prior experience with recycling was higher than expected and should encourage Council to consider recycling as a service that the community is seeking.

Waste management and recycling are areas of service delivery that have traditionally been funded on a broad user-pays basis. In general terms different households produce different amounts of waste however the cost is averaged across all users. The potential focal point for elected members is the preparedness of ratepayers to pay an additional amount and how much. For this survey the homeowners is the key group, and the responses to 'willing to pay' question.

Based on the cost modelling presented to the 16 December 2008 Council Meeting, it is not considered possible to provide a kerbside recycling service for less than \$180 per annum. That amount might be reduced to around \$150 per annum but certainly no less.

Of the homeowner responses, comprising 47% of respondents, the 'willing to pay' question yielded: -

No Response	8%
Unsure	8%
\$0	28%
\$1-\$49	2%
\$50-\$99	6%
\$100-\$149	14%
\$150-\$199	3%
\$200	31%

On the basis of homeownership, 66% was either not willing to pay or pay sufficient for a service to be provided. On the basis of all respondents, 59% indicated that they would not be prepared to pay or pay more than \$150 per annum.

The survey does show a significant interest in and support for recycling. At this point in time the most cost effective user-friendly method of providing a recycling service is not within the financial range that the majority of residents are prepared to pay.

The recommended action is to not proceed with a kerbside recycling service. Staff will continue to evaluate options that can be provided via the landfill sites such as the waste oil, metal, tyres and battery drop-offs.

## **ATTACHMENTS**

Nil

## **VOTING REQUIREMENT**

Simple Majority

## **OFFICER'S RECOMMENDATION**

That Council:

1. note the results of the recycling survey undertaken in January/February 2009,
2. not proceed with the implementation of a kerbside recycling service on the basis of the proposed service being outside of the cost range that residents are prepared to pay.
3. continue to evaluate recycling options in support of the community interest that can be achieved at a realistic cost.

### **COUNCIL DECISION**

**Minute No. 8593**

**Moved:Cr K Wright**

**Seconded:Cr J Parker**

**That Council:**

1. ***note the results of the recycling survey undertaken in January/February 2009,***
2. ***not proceed with the implementation of a kerbside recycling service on the basis of the proposed service being outside of the cost range that residents are prepared to pay.***
3. ***continue to evaluate recycling options in support of the community interest that can be achieved at a realistic cost.***

**CARRIED UNANIMOUSLY: (8/0)**

### 12.3.3 SEALING OF EGRET CLOSE (8594)

<b>DATE:</b>	17 March 2009
<b>PROPONENT:</b>	A M Wilson
<b>LOCATION:</b>	Kununurra
<b>AUTHOR:</b>	Alex Douglas Executive Manager Engineering & Regulatory Services
<b>REPORTING OFFICER:</b>	Alex Douglas Executive Manager Engineering & Regulatory Services
<b>FILE NO:</b>	21.10.504
<b>ASSESSMENT NO:</b>	N/A

#### **PURPOSE**

For Council the timing and funding of the sealing of Egret Close located approximately 6 kilometres east of the Kununurra townsite.

#### **BACKGROUND**

Mr Wilson has written to Council via email seeking the sealing of Egret Close on the basis of the monies already received and the need to seal the road. The correspondence reads: -

*I am writing with a request for Council to consider my request to utilize the \$112,529.00 held in trust (?) by the SWEK for the bitumen seal of Egret Close Kununurra, to be used in part, for the purpose it was collected.*

*I am aware that there is insufficient funds to bitumen the entire length of Egret Close, I am also aware of the desire of SWEK to do nothing till contributions have been received by the owners of Lots 11, 16 and 17, however these 3 land owners may never subdivide and to see some results from the \$112,529.00 already paid would be more satisfactory then the potential of never seeing anything for our money.*

*From SWEK figures of March 06, 2008, I have calculated that funds held by the SWEK are sufficient to complete all but 42 meters of the 905 metres, main section of Egret Close (short by \$5,573 but far less than rates collected from the subdivision). Sue Wilson and I are the major contributors to the upgrade of Egret close and will be the only contributors under this proposal that will be denied any bitumen frontage. Sue and I, as well as the owner of the newly created Lot 31, have no objections to this proposal.*

*It should be noted that my request is to utilize existing funds only; therefore there is no need for delays due to budget constraints unless these funds have been collected for a specific purpose and spent on other projects. I would like to know if this is the case, as would the other contributors.*

*It should also be noted that the original design and construction of Egret Close was for an 8 Lot subdivision, it now has traffic from a 19 Lot subdivision which the majority of the traffic is on the part that I am asking Council to consider utilizing existing funds to up grade to bitumen standard. The wetseason to date has shown the Northern parts of Egret Close to be just coping, as further development occurs, it is my opinion that Egret close will fail under increased traffic if not upgraded before the Wet of 2009/2010.*

The subdivision of land served by Egret Close has taken place over a number of years. The original subdivision did not require a sealed road. Subsequent subdivision of the nominal 12-16 hectare lots has required road upgrading conditions and these have been applied on the basis of money received and held for the purpose of sealing the road.

At the February 2009 Briefing Session, Councillors were provided background information on the amount of money received to date and a number of issues to be considered if the road was to be sealed in advance of all potential subdivisions taking place.

### **STATUTORY IMPLICATIONS**

Subdivision conditions are applied by the WA Planning Commission, and are to be implemented by the relevant authority or agency.

In the subdivision of Lot 15 in late 2007 and early 2008 the matter was referred to the WA State Administrative Tribunal (WASAT). The subdivision was approved with a condition relating to road upgrading and construction: -

- 2 (ii) *Arrangements being made with the Local Government for the upgrading and/or construction of Egret Close.*

*The standard of construction of the road within Egret Close shall be a 6 metre width sealed surface on a 9 metre gravel formation and shall terminate at the limit of its southern extent in a standard turning facility designed and constructed to the specifications of the Local Government.*

*The subdivider shall be solely responsible for the cost of the design and construction of that section of Egret Close extending within the subdivision of Lot 15.*

*The subdivider shall be required to contribute to the overall cost of the upgrading/construction of the existing section of Egret Close, based on a systematic and fair apportionment of contributions among the anticipated subdividers of land reliant on Egret Close, as estimated and administered by the Local Government. (Local Government)*

### **POLICY IMPLICATIONS**

No specific policy implications are associated with this report.

### **FINANCIAL IMPLICATIONS**

In early 2008 Council approved a formula to calculate the developer contribution for the known and anticipated subdivision of the lots. As a result of those calculations and approved subdivisions, the current amount held in reserve for the upgrading of Egret Close is \$102,299.09. This is not the matching amount that Mr Wilson states with the reason being that the amounts that were charged included GST. As this is revenue the GST component is not claimable.

The WASAT required that the extension of Egret Close within the subdivision of Lot 15 was to be sealed. Compliance with the WASAT decision would

mean that the \$24,913.64 of the monies held would be spent on that section, leaving \$77,385.45 for the original section of Egret Close. The current estimated cost of the works is: -

905 metres	– \$135,000
210 metres	– \$ 31,000
Total	- <u>\$166,000</u>

Should Council decide to undertake all works there will be a need to provide funds to supplement the existing money. At this time, the anticipated amount required is \$63,700.

### **STRATEGIC IMPLICATIONS**

Key Result Are 1 – Infrastructure requires the Shire to develop and maintain the Shire’s infrastructure and assets to a high standard.

### **COMMUNITY CONSULTATION**

No consultation has taken place in preparing this report.

### **COMMENT**

It was anticipated that the request to seal Egret Close would come earlier than when all the monies from the potential subdivisions had been received.

In summary, Mr Wilson suggests that the there is sufficient monies held to seal the original section of Egret Close. This is not correct as the amount held is less the GST component of the contributions and the current estimated cost is \$166,000. In addition \$24,900 of the amount held can be used only on the new section of Egret Close.

The developer contributions can only be used for the upgrading of Egret Close and it is possible to consider the expenditure of the funds to the extent that is available. A possible disadvantage is the road being sealed in front of lots yet to be subdivided that may provide an opportunity for those developers to avoid the road upgrading contribution.

An advantage in sealing the road now is that the funds received, calculated on the prevailing road construction estimates will over time diminish in relative value through natural cost increases.

The sealing of the road in advance of those lots with the potential to be subdivided will effectively rule out any opportunity to seek developer contributions. These contributions remain an uncertainty as the subdivision of the land is problematic as there are no known intentions by existing owners to subdivide or in what timeframe is they intend to do so.

In summary the options considered available to Council together with pros and cons are listed below: -

<b>Option</b>	<b>Action</b>	<b>Pros</b>	<b>Cons</b>
One	Wait for all possible subdivisions to take place	<ul style="list-style-type: none"> <li>• Minimises use of Shire funds</li> </ul>	<ul style="list-style-type: none"> <li>• Unknown timeframe</li> <li>• Value of existing contributions will diminish</li> </ul>
Two	Seal portions of Egret Close utilising the existing contributions	<ul style="list-style-type: none"> <li>• Only expends developer contributions</li> </ul>	<ul style="list-style-type: none"> <li>• Sections of Egret Close will remain unsealed</li> <li>• Will void the ability to obtain further contributions</li> </ul>
Three	Seal full length of Egret Close using developer and Shire funds	<ul style="list-style-type: none"> <li>• Overall cost is reduced by undertaking works earlier than Option One</li> </ul>	<ul style="list-style-type: none"> <li>• Requires Shire funds to allow work to proceed</li> <li>• Will void the ability to obtain further contributions</li> </ul>

It is considered that the pragmatic option is Three as it will achieve a net lower cost to seal the road and will allow existing land owners to have access via an all weather road. As stated in the table above this option will void the opportunity for any future developer contributions relevant to road conditions.

### **ATTACHMENTS**

Nil

### **VOTING REQUIREMENT**

Simple Majority

### **OFFICER'S RECOMMENDATION**

That Council undertake the sealing of Egret Close within the 2009/2010 financial year at an estimated cost of \$166,000 utilising those subdivider contributions held at the time (currently totalling \$102,299.09) and the balance from Shire funds.

### **COUNCIL DECISION**

***Minute No. 8594***

***Moved:Cr K Wright  
Seconded:Cr P Caley***

***That Council undertake the sealing of Egret Close within the 2009/2010 financial year at an estimated cost of \$166,000 utilising those subdivider contributions held at the time (currently totalling \$102,299.09) and the balance from Shire funds***

***CARRIED: (7/1)***

***Against: Cr Boshammer***

## 12.4. DEVELOPMENT

### 12.4.1 AIRPORT AIR BP LEASE (8595)

<b>DATE:</b>	17 March 2009
<b>PROPONENT:</b>	Shire Of Wyndham East Kimberley
<b>LOCATION:</b>	Shire Of Wyndham East Kimberley
<b>AUTHOR:</b>	Brian Sargeant Airport Operations Officer
<b>REPORTING OFFICER:</b>	Peter Stubbs Chief Executive Officer
<b>FILE NO:</b>	43.04.05
<b>ASSESSMENT NO:</b>	N/A

#### **PURPOSE**

For council to adopt the proposed Air BP Lease on land identified as at Lot 181 on Deposited Plan 28266 being the whole of the land in Certificate of Title Volume 2526 Folio 60 and being commonly known as "East Kimberley Regional Airport", Lot 181 Victoria Highway, Kununurra, and in particular that part of the Land having an area of approximately 5,250 square metres as depicted and hatched in black on the plan in Annexure "A" to this Lease.

#### **BACKGROUND**

Council has moved the following resolution (Minute Number 8147). Public advertising has been completed, and the lease is now presented to Council for final approval

*Minute No: 8147*

*Moved: Cr D Ausburn*

*Seconded: Cr J Parker*

*That Council:*

- 1. Advertise the lease of portion of Lot 181 Victoria Highway to Air BP for the \$21500 per annum indexed annually to CPI for 15 years with an option of an additional 15 years in accordance with section 3.58(3) of the Local Government Act.*
- 2. Advise Air BP that a development application and building license will be required to be submitted for approval and can be considered concurrently to the preparation of the lease, should council agree to that after consideration of any public comment received through advertising.*
- 3. That the Chief Executive Officer be given delegated authority to approve and progress the lease and with the lease to be submitted to Council for final approval.*

*Carried Unanimously 8/0*

## **STATUTORY IMPLICATIONS**

Section 3.58 of the Local Government Act 1995 relates to disposing of property:

### **3.58 . Disposing of property**

(1) In this section -

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

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

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

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

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

- (a) it gives Statewide public notice of the proposed disposition; and
  - (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 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)

Included –

- (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**

Lease fees applicable would contribute to the Airport Reserve Fund.

### **STRATEGIC IMPLICATIONS**

No specific strategic implications are associated with this report.

### **COMMUNITY CONSULTATION**

Submissions were invited via a Public Notice - Notice of Intention to Lease by Private Treaty in the 26<sup>th</sup> Februarys edition of the Kimberley Echo. No responses were received by the submission closing date of 4.00pm, 11 March 2009.

### **ATTACHMENTS**

Attachments will be available under closed cover as separate additional documents.

1. Air BP Lease
2. Annexure A

### **VOTING REQUIREMENT**

Absolute Majority

### **OFFICER'S RECOMMENDATION**

That Council adopt the Air BP Lease as presented, and related to Lot 181 on Deposited Plan 28266 being the whole of the land in Certificate of Title Volume 2526 Folio 60 and being commonly known as "East Kimberley Regional Airport", Lot 181 Victoria Highway, Kununurra, and particular that part of the Land having an area of approximately 5,250 square metres as depicted and hatched in black on the plan in Annexure "A" to this Lease, with the following conditions:

1. a lease term of 15 years and the option of lease renewal for a further 15 years
2. the Rent of \$21,500.00 per annum payable in advance on the Commencement Date and each anniversary of the Commencement Date. The Rent being exclusive of GST, and subject to a 10% per annum increase.

**COUNCIL DECISION**

***Minute No. 8595***

***Moved:Cr K Wright  
Seconded:Cr P Caley***

***Council moved to defer Item pending investigation with runway.***

***DEFERRED: (8/0)***

**LEASE**

**PART LOT 181 VICTORIA HIGHWAY, KUNUNURRA  
"EAST KIMBERLEY REGIONAL AIRPORT"**

**SHIRE OF WYNDHAM EAST KIMBERLEY  
("Landlord")**

**AND**

**BP AUSTRALIA PTY LTD (ACN 004 085 616) TRADING AS AIR BP  
("Tenant")**

Ref. GMKSJ240

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C:\Airport Support Officer\Leases\Air BP Lease\BP Lease (part premises non retail) DRAFT 14.01.09 (clean).doc

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THIS DEED is made

day of

2008

B E T W E E N

SHIRE OF WYNDHAM EAST KIMBERLEY of 115 Coolibah Drive, Kununurra, Western Australia ("Landlord")

AND

BP AUSTRALIA PTY LTD (ACN 004 085 616) TRADING AS AIR BP of 360 Elizabeth Street, Melbourne, Victoria ("Tenant")

**WHEREAS:**

- A. The Landlord is the registered proprietor of the Land.
- B. The Leased Premises form part of the Land.
- C. The Tenant wishes to lease the Leased Premises from the Landlord and operate the Tenant's Business from the Leased Premises.
- D. For this purpose the Tenant wishes to develop the Leased Premises by undertaking the Tenant's Works.
- C. The Landlord has agreed to lease the Leased Premises to the Tenant and to allow the Tenant to carry out the Tenant's Works and operate the Tenant's Business from the Leased Premises on the terms and conditions of this Lease.

**THE PARTIES COVENANT AND AGREE AS FOLLOWS:**

1. **Definitions and Interpretation**

In this Deed, unless such an interpretation is excluded by or contrary to the context:

1.1 **Definitions**

The following terms are defined:

"Accountant" means a member of:

- (a) the Institute of Chartered Accountants in Australia;
- (b) CPA Australia; or
- (c) the National Institute of Accountants;

"Approvals" means all permits, approvals, and consents necessary for carrying out the Tenant's Works, including but not limited to, a building licence and development approval;

"Authorised Person" means:

- (a) an agent, employee, licensee, contractor or invitee of the Tenant;

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- (b) any person visiting the Leased Premises with the express or implied consent of any person referred to in paragraph (a) of this definition; and
- (c) any person claiming under or through the Tenant;

"Authorised Use" means the use specified in item 1 of Schedule 1;

"Building" means

- (a) any building, improvement or other permanent structure;
- (b) all plant, machinery, fixtures, fittings, furnishings and equipment; and
- (c) all conveniences, amenities and appurtenances;

now or hereafter constructed, made, erected, installed or situated on the Leased Land;

"Business Day" means a day other than a Saturday, Sunday or State public holiday in Western Australia;

"Commencement Date" means the commencement date specified in item 2 of Schedule 1;

"Common Areas" includes those parts of the Land that the Landlord has set aside (if any) as areas which are open to the public or otherwise available for common use, amenity, or convenience by the Occupiers;

"Conditions Precedent" means the conditions referred to in clause 2.4(a);

"Consumer Price Index" means the consumer price index compiled by the Australian Bureau of Statistics for the Perth (Capital City) Area (All Groups);

"CPI Rent Review Date" means a rent review date specified in item 8 of Schedule 1 as a "CPI Rent Review";

"Current CPI" means the Consumer Price Index number last published before the relevant Rent Review Date, or if an actuary is appointed under clause 5.2 to determine an index, the number certified by that actuary;

"End Date" means the date specified in item 3 of Schedule 1;

"Event of Default" means the events specified in clause 19 of this Lease and clauses 2.9(a) and 3.4 of the special clauses to this Lease;

"Facilities" means the drainage, sewerage and plumbing facilities, and the gas and electrical fittings or appliances in or on the Land or the Leased Premises;

"Final Period" means the period ending on Termination and commencing on the 1 July prior to Termination;

"Financial Year" means a year beginning on 1 July and ending on the following 30 June;

"First Period" means the period commencing on the Commencement Date and ending on the immediately subsequent 30 June;

"Fixed Increase Review Date" means a rent review date specified in item 8 of Schedule 1 as a "Fixed Increase Review";

"Gross Area of the Land" means the area of the horizontal plane of the Land as certified by the Landlord's surveyor and specified in item 14(a) of the Schedule 1;

"Land" means the land described in item 5(a) of Schedule 1;

"Laws" means all statutes, rules, regulations, proclamations, ordinances or by-laws present or future and includes applicable Australian Standards and Codes of Practice;

"Lease" means this deed and the Schedules and, where applicable, any appendices, plans or other attachments to this deed as amended from time to time;

"Lease Year" means a Financial Year or any other period of twelve (12) months nominated by the Landlord, and includes, where appropriate, the First Period and the Final Period;

"Leased Premises" means that part of the Land described in item 5(b) of Schedule 1 and the Building;

"Landlord's Fixtures" means the Landlord's fixtures and fittings in or on the Leased Premises and any Tenant's Fixtures which are re-classified by the Landlord as Landlord's Fixtures in accordance with this Lease;

"Landlord's Works" means any construction, refurbishment, upgrade and renovation works carried out or to be carried out on or to the Leased Premises as notified to the Tenant by the Landlord from time to time;

"Licensed Area" means the new access road leading from the highway to the Leased Premises as depicted on the map at Annexure "A";

"Maintain" includes maintain, repair, renovate, replace, decorate and refurbish, and "Maintenance" and "Maintaining" have equivalent meanings;

"Managing Agent" means the managing agent referred to in Clause 3(f), being initially the party described in item 13 of Schedule 1;

"Occupiers" means any tenant, licensee or other person with a right to occupy or use any part of the Land from time to time;

"Party" and "Parties" or "party" and "parties" mean respectively a party or parties to this Lease;

"Plans and Specifications" means all plans, specifications and working drawings in relation to the Tenant's Works as prepared by or on behalf of the Tenant and in the form approved by the Landlord and all Relevant Authorities;

"Plant and Equipment" means the plant and equipment used in connection with the provision of any Services or the heating, cooling, lighting, power or plumbing for the Leased Premises;

"Previous CPI" means the Consumer Price Index number last published before the date which is twelve (12) months before the relevant Rent Review Date, or if an actuary is appointed under clause 5.2 to determine an index, the number certified by that actuary;

"Rate" means the interest rate specified in item 6 of Schedule 1;

"Rates and Taxes" means:

- (a) council rates and charges including but not limited to, rubbish removal rates and charges (but not including rates levied in connection with the installation of underground power for the Leased Premises);
- (b) land tax (including metropolitan region improvement tax) on a single holding basis;
- (c) water, drainage and sewerage rates, including but not limited to meter rents, charges for the disposal of storm water and excess water charges;

levied, charged, assessed or imposed in respect of any part of the Leased Premises or the ownership or occupation of any part of the Leased Premises including but not limited to stamp and transaction duties, together with any related interest, penalties, fines and expenses in connection with them but excluding any tax imposed by the *Income Tax Assessment Act 1936 (Cth.)* or the *Income Tax Assessment Act 1997 (Cth)*;

"Relevant Authority" means any government, statutory, public or other authority or body having jurisdiction over the Leased Premises or any matter or thing relating to the Leased Premises;

"Rent" means the rent specified in item 7 of Schedule 1 as reviewed in accordance with this Lease;

"Rent Review Date" means each rent review date as specified in item 8 of Schedule 1;

"Requirements" means any requirements, notices, orders or directions of any Relevant Authority;

"Schedule" means a schedule to this Lease;

"Services" means any telecommunication, electricity, gas, oil, fuel, water or other similar commodity, facility or service in, to or on the Leased Premises or otherwise serving the Leased Premises or, where applicable, any other part of the Land;

"State" means the State of Western Australia;

"Tenant's Business" means the business carried on by the Tenant from the Leased Premises;

"Tenant's Fixtures" means each fixture and fitting installed by the Tenant in or on the Leased Premises with the Landlord's consent which is not, or is not re-

classified as, a Landlord's Fixture in accordance with this Lease, and for the avoidance of doubt, includes without limitation, the Tenant's Works;

"Tenant's Obligations" means each covenant, obligation and duty contained or implied in this Lease or required by law to be performed by the Tenant, the Guarantors, or any Authorised Persons;

"Tenant's Proportion" means in relation to Variable Outgoings:

- (a) where the outgoing relates solely to the Leased Premises, 100 percent of the outgoings; and
- (b) where the outgoing relates to the Land, then an amount which bears the same proportion to the amount of the Variable Outgoings as the area of the Leased Premises bears to the Gross Area of the Land, as specified in item 14(b) of the Schedule 1;

"Tenant's Rights" means the Tenant's rights under this Lease or implied by law, including without limitation:

- (a) the exclusive right to use any (if any):
  - (ii) Landlord's Fixtures in the Leased Premises from time to time;
  - (iii) Plant and Equipment (if any);
  - (iv) Facilities in the Leased Premises (if any); and
  - (v) Services; and
- (b) the non-exclusive right to use any (if any):
  - (i) Landlord's Fixtures in;
  - (ii) Plant and Equipment in, on or serving;
  - (iii) Facilities in; and
  - (iv) Services supplying,any other part of the Land and the Common Areas (if any) in common with the Landlord, the Occupiers and others, as required for the conduct of the Tenant's Business;

"Tenant's Works" means the development of the Leased Premises by the Tenant in accordance with:

- (a) the Approvals,
- (b) the Plans and Specifications; and
- (c) the terms and conditions set out in this Lease;

and which development can be generally described as involving:

- (d) the construction of:

- (i) six fuel storage tanks in a concrete bund;
  - (ii) a site office;
  - (iii) a hardstand;
  - (iv) traffic areas;
  - (v) fencing around the Leased Premises; and
  - (vi) a sealed access road connecting the Leased Premises to the existing road network; and
- (e) the general landscaping of the Leased Premises

"Term" means the term specified in item 9 of Schedule 1;

"Termination" means the expiry of the Term by effluxion of time or by earlier termination in accordance with this Lease;

"Variable Outgoings" includes, but is not limited to all the costs and outgoings charged to or incurred by the Landlord in respect of the Leased Premises or the Land or in the administration, security, operation or Maintenance of the Leased Premises or the Land including, but not limited to, the following:

- (a) insuring the Plant and Equipment against any risk whatsoever against which a prudent landlord would insure;
- (b) supplying, providing and Maintaining:
  - (i) Services to and any Facilities in the Common Areas;
  - (ii) the Plant and Equipment;
  - (iii) any item of consumables or services to or for the Common Areas or for the benefit of the Occupiers;
  - (iv) Services to the Land including, but not limited to, lighting, fire fighting and prevention systems and emergency generators;
  - (v) security systems and security personnel, including employees and independent contractors, for the Leased Premises; or
  - (vi) lighting for and signs in the Common Areas;
- (c) cleaning the Common Areas;
- (d) landscaping, gardening and reticulating any parts of the Leased Premises or the Land;
- (e) policing and regulating traffic in the Common Areas;
- (f) employing staff to undertake the matters referred to in this definition;
- (g) leasing, management, administration and operation costs and fees for undertaking the matters referred to in this definition;

- (h) storing, treating and removing all kinds of general waste, including rubbish and sewerage, from the Leased Premises or the Land;
- (i) Rates and Taxes;
- (j) legal and audit fees and disbursements in relation to the matters referred to in this definition;
- (k) leasing any plant, equipment or other item required for or in connection with the operation of the Land or the Leased Premises;
- (l) providing car parking areas, toilets, rest rooms and other public amenities on the Leased Premises or the Land;
- (m) any other expenditure properly incurred in the maintenance, repair or improvement of the amenities for the Land or the Leased Premises; and
- (n) taxes and statutory charges associated with the matters mentioned in this definition including but not limited to payroll tax, financial institutions duty, bank debits tax, tax on goods or services and taxes of a type not charged at the Commencement Date,

but excluding:

- (o) any amount separately charged to any Occupier; and

"Works Conditions" means that in carrying out the relevant works consented to by the Landlord under this Lease, the Tenant must:

- (a) do so:
  - (i) at the Tenant's cost;
  - (ii) in a safe and proper workmanlike manner and to the satisfaction of the Landlord, acting reasonably;
  - (iii) using only good quality materials;
  - (iv) in full compliance with:
    - (A) and only after obtaining the approvals of, all Relevant Authorities;
    - (B) and subject to the conditions of, the Landlord's consent in relation to those works;
    - (C) plans and specifications approved by the Landlord;
    - (D) all Requirements and Laws, including but not limited to Civil Aviation Safety Standards;
  - (v) using a qualified and competent contractor engaged by the Tenant (who has a public liability policy of not less than \$5,000,000.00 and appropriate contract construction risk, workers compensation and other usual insurances, which insurance must note the rights and interest of the Landlord

"Fixed Increase Review Date" means a rent review date specified in item 8 of Schedule 1 as a "Fixed Increase Review";

"Gross Area of the Land" means the area of the horizontal plane of the Land as certified by the Landlord's surveyor and specified in item 14(a) of the Schedule 1;

"Land" means the land described in item 5(a) of Schedule 1;

"Laws" means all statutes, rules, regulations, proclamations, ordinances or by-laws present or future and includes applicable Australian Standards and Codes of Practice;

"Lease" means this deed and the Schedules and, where applicable, any appendices, plans or other attachments to this deed as amended from time to time;

"Lease Year" means a Financial Year or any other period of twelve (12) months nominated by the Landlord, and includes, where appropriate, the First Period and the Final Period;

"Leased Premises" means that part of the Land described in item 5(b) of Schedule 1 and the Building;

"Landlord's Fixtures" means the Landlord's fixtures and fittings in or on the Leased Premises and any Tenant's Fixtures which are re-classified by the Landlord as Landlord's Fixtures in accordance with this Lease;

"Landlord's Works" means any construction, refurbishment, upgrade and renovation works carried out or to be carried out on or to the Leased Premises as notified to the Tenant by the Landlord from time to time;

"Licensed Area" means the new access road leading from the highway to the Leased Premises as depicted on the map at Annexure "A";

"Maintain" includes maintain, repair, renovate, replace, decorate and refurbish, and "Maintenance" and "Maintaining" have equivalent meanings;

"Managing Agent" means the managing agent referred to in Clause 3(f), being initially the party described in item 13 of Schedule 1;

"Occupiers" means any tenant, licensee or other person with a right to occupy or use any part of the Land from time to time;

"Party" and "Parties" or "party" and "parties" mean respectively a party or parties to this Lease;

"Plans and Specifications" means all plans, specifications and working drawings in relation to the Tenant's Works as prepared by or on behalf of the Tenant and in the form approved by the Landlord and all Relevant Authorities;

"Plant and Equipment" means the plant and equipment used in connection with the provision of any Services or the heating, cooling, lighting, power or plumbing for the Leased Premises;

and evidence of which must be provided to the Landlord);

- (b) ensure that the Tenant and all its employees, agents, contractors and workmen employed in executing the relevant works:
  - (i) duly and punctually comply with the reasonable directions of the Landlord in relation to their conduct in and access to the Leased Premises and when going to and from the Land and Leased Premises; and
  - (ii) do not do or permit any act or thing to be done which may be a nuisance or cause damage, disturbance or offence to the Landlord or other Occupiers;
- (c) if required by the Landlord, erect and maintain a fence around the Leased Premises during the erection and completion of the works and ensure that such fence is sufficiently sound, high and secure to prevent entry upon the Leased Premises by unauthorised persons and members of the public;
- (d) clean up the Leased Premises progressively during the construction, installation or demolition of the works as the case may be and promptly remove from the Leased Premises all rubbish and waste arising from such works; and
- (e) pay on demand to the Landlord:
  - (i) all the reasonable costs of the Landlord in connection with the relevant works including the Landlord's administrative and other reasonable costs of giving consent and the fees of any architect or other consultant used by the Landlord in connection with the relevant works EXCEPT THAT such costs do not include any costs or expenses incurred by the Landlord or entitled to be recovered by the Landlord in its capacity as the local government charged with the responsibility of approving such works; and
  - (ii) all costs and expenses incurred or arising as a consequence of any disruption caused by the Tenant or the Tenant's contractors on the Leased Premises in carrying out the relevant works.

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

## 1.2 Interpretation

The following interpretations shall apply:

- (a) words importing the singular shall include the plural and vice versa, words importing gender shall include the masculine, feminine and neuter genders and words importing persons shall include individuals, firms, associations, partnerships, government authorities, incorporated and unincorporated entities and corporations;

- (b) if two (2) or more persons by this deed undertake an obligation or make or give any warranty or undertaking, or waive any right or entitlement, they shall be bound thereby jointly and jointly and severally;
- (c) a reference to this deed includes a reference to any Schedule, Recital, Part, Clause, Sub-clause, paragraph or Annexure in or to this deed, and in or to this deed as amended, novated, supplemented, varied or replaced from time to time, and vice versa;
- (d) a reference to a Statute, Act or Code, Regulation or By-law or to any section, sub-section or paragraph thereof, includes any statutory amendment, replacement, consolidation, modification or re-enactment thereof from time to time, and for the time being in force, and all ordinances, by-laws, regulations, and other statutory instruments issued thereunder;
- (e) where the day or last day for doing an action or for the payment of any money or on which any entitlement is due to arise or a notice is deemed served is not a Business Day, the day or last day for doing that act or payment of that money or on which that entitlement arises or notice is deemed served, shall be deemed to be the next Business Day;
- (f) where any requirement, calculation or payment of money might otherwise fall to be performed or paid on the 29<sup>th</sup>, 30<sup>th</sup> or 31<sup>st</sup> day of a month which does not contain such a date, then references thereto shall be construed as references to the last day of that month;
- (g) a reference to any Party includes that Party in its own right and in its capacity as trustee of any trust (whether specified or not), and also includes that Party's executors, administrators, successors, substitutes and permitted assigns in accordance with this Deed, including any person taking by way of novation;
- (h) all headings and any table of contents or index have been inserted for convenience purposes only and shall not affect the interpretation hereof;
- (i) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of such word or phrase shall have a corresponding meaning;
- (j) all references to monetary amounts are references to Australian dollars unless stated otherwise;
- (k) a reference to:
- (i) a right includes a benefit, remedy, discretion, authority or power;
  - (ii) an obligation includes a warranty or representation;
  - (iii) a failure to observe or perform an obligation includes a breach of warranty or representation;
  - (iv) provisions or terms of this deed include a reference to both express and implied provisions or terms;

- (v) writing includes any means or mode of representing or reproducing words in a tangible and permanently visible form, and includes facsimile transmissions.
  - (vi) signature and signing includes due execution by a corporation or other relevant entity;
  - (vii) a month means a calendar month;
  - (viii) conduct includes, without limitation, an omission, statement or undertaking, whether or not in writing; and
  - (ix) an amount for which a person is contingently liable includes, without limitation, an amount which that person may become actually or contingently liable to pay if a contingency occurs, whether or not that liability will actually arise;
- (l) each paragraph or sub-paragraph in a list is to be read independently from the others in that list;
  - (m) no rule of construction of documents shall apply to the disadvantage of a Party, on the basis that that Party put forward this document or any relevant part of it;
  - (n) "including" and similar expressions are not words of limitation;
  - (o) a covenant, agreement, representation or warranty in favour of two (2) or more persons is for the benefit of them jointly and severally;
  - (p) a reference to a statutory, professional or industry body includes a reference to a successor or substitute for that body;
  - (q) unless repugnant to the context, a covenant by a Party to do or omit to do anything includes a covenant by an Authorised Person to do or omit to do that thing, and the Party is liable for all acts or omissions of an Authorised Person;
  - (r) a general description of any matter or thing whatever shall not be read down if followed by any specific examples of that matter or thing;
  - (s) derivatives of a word or expression defined in clause 1.1 have a corresponding meaning to that assigned to it in that clause; and
  - (t) a reference to "Landlord" is a reference to the Shire of Wyndham East Kimberly in its capacity as landlord and not in its capacity, and separate and distinct from its capacity, as a local authority.

## 2. Operative part

### 2.1 Lease of Premises

In consideration of the Tenant agreeing to duly pay the Rent and other money payable under this Lease and to duly observe and perform the Tenant's Obligations, the Landlord:

- (a) leases the Leased Premises to the Tenant; and

- (b) grants the Tenant's Rights to the Tenant; and
- (c) grants to the Tenant a non-exclusive licence to pass over the Licensed Area for the purposes of pedestrian and vehicular access to and egress from the Leased Premises,

for the Term commencing on the Commencement Date subject to the reservation of the Landlord's rights under this Lease.

## 2.2 Quiet enjoyment

The Landlord warrants that the Landlord has full capacity to grant this Lease and, if the Tenant duly pays the Rent and other money payable under this Lease and duly observes and performs the Tenant's Obligations, the Landlord agrees that the Tenant may quietly hold the Leased Premises and enjoy the Tenant's Rights during the Term without any disturbance from the Landlord or any person lawfully claiming through the Landlord, except to the extent that interruption, disturbance or interference arises because of the exercise of the Landlord's rights or is otherwise permitted by any provision of this Lease.

## 2.3 Tenant responsible as if owner

The Tenant is subject to the same responsibilities relating to persons and property during the Term as if the Tenant were the owner of the Leased Premises.

## 2.4 Conditions Precedent

- (a) This Lease is subject to and expressly conditional upon:
  - (i) the Landlord complying with the procedures set out in section 3.58 of the *Local Government Act 1995* relating to disposal of property ("**Local Government Condition**");
  - (ii) the Western Australian Planning Commission ("**WAPC**") approving this Lease, if such approval is required by law ("**WAPC Approval Condition**"); and
  - (iii) the Tenant obtaining all necessary Approvals to undertake the Tenant's Works from all Relevant Authorities, including the prior consent of the Landlord ("**Development Condition**").
- (b) The Parties covenant and agree that:

### Best endeavours

- (i) where relevant, the Parties will each use their best endeavours to satisfy the Conditions Precedent;

### Local Government Condition

- (ii) the Landlord will bear all costs associated with satisfying the Local Government Condition;

### WAPC Approval Condition

- (iii) if the approval of the WAPC is required and if the Landlord has not already done so, the Landlord will make an application for such approval within three (3) months after the date of the Lease;
- (iv) the Tenant will bear all the costs associated with satisfying or attempting to satisfy the WAPC Approval Condition, including but not limited to any application fees;
- (v) if the WAPC:
  - (A) refuses to grant the approval; or
  - (B) grants the approval subject to a condition with which the Landlord in its sole and absolute discretion is unwilling to comply with or considers not otherwise acceptable and the Landlord at any time after being notified of the condition elects, by notice in writing to the Tenant, to withdraw from the Lease;

THEN this Lease but for this clause 2.4 ceases to have effect and no Party has any claim against any other Party;

Development Condition

- (vi) the Tenant will bear all the costs associated with satisfying or attempting to satisfy the Development Condition, including but not limited to any application fees; and
- (vii) if any Approval:
  - (A) is refused; or
  - (B) granted subject to a condition with which the Tenant in its reasonable opinion is unable to comply with, and the Tenant within ten (10) Business Days after being notified of the condition elects, by notice in writing to the Landlord, to withdraw from the Lease,

THEN this Lease but for this clause 2.4 ceases to have effect and no Party has any claim against any other Party.

2.5 Discretion of the Shire

The parties agree and acknowledge that nothing in this Deed shall fetter or be construed as an attempt to fetter the discretion or the powers of the Shire under any Written Law and in particular does not fetter the Shire with regard to the approval or imposition of conditions on any approval required for the development of the Land or carrying out of the Tenant's Works in accordance with this Lease.

3. Reservation of Landlord's rights

Without limiting any other provision of this Lease, the Landlord reserves the following rights:

(a) *Improvements to Leased Premises*

the Landlord may at any time carry out improvements to the Leased Premises, including, without limitation:

- (i) construct new structures on the Leased Premises;
- (ii) alter, add to, extend, reduce the size of, or otherwise modify, existing structures on the Leased Premises;
- (iii) any other Landlord's Works,

but in exercising these rights, the Landlord shall use the Landlord's reasonable endeavours not to cause any undue interference with the conduct of the Tenant's Business;

(b) *Right to enter*

- (i) the Tenant shall permit the Landlord to enter the Leased Premises at all reasonable times on the giving of reasonable notice and in the presence of a person authorized by the Tenant, or immediately in the case of emergency, with or without workmen and materials to:

- (A) view the state of repair of the Leased Premises and to ensure compliance with the Tenant's Obligations;
- (B) comply with any requirement or order of any local government or other statutory authority;
- (C) carry out any Maintenance, modification, installation or extension to the Leased Premises or the Land, the Plant and Equipment or cables, pipes or wires within the Leased Premises or the Land; and
- (D) view the Leased Premises with any persons interested in the Land or the Leased Premises;

except that the Landlord shall use the Landlord's reasonable endeavours not to cause any undue interference with the conduct of the Tenant's Business; and

- (ii) the Landlord may enter the Leased Premises at any time for the purpose of doing anything which should have been done by the Tenant under this Lease but which has not been done or has not been done properly;
- (iii) the Landlord's right of entry under this clause 3(b) allows the Landlord to enter in the Leased Premises with or without workmen or other interested persons and, in the case of works that are required to be undertaken, with all necessary plant, equipment and materials to effect those works;

(c) *Common Areas*

with respect to structures and facilities in the Common Areas (if any), the Landlord may in its absolute discretion at any time, erect or modify such structures or facilities;

(d) *Granting easements etc*

the Landlord may grant easements of support or any other easements or similar rights over any part of the Land or the Leased Premises or dedicate, transfer or otherwise deal with any part of the Land or the Leased Premises in favour of another person for any reason whatsoever except that the Landlord shall not without the Tenant's prior consent do anything which will substantially and permanently derogate from the quiet enjoyment of the Tenant's Rights by the Tenant;

(e) *Re-classification of fixtures and fittings*

the Landlord may by notice to the Tenant at any time or times re-classify any Tenant's Fixtures which it reasonably considers form an integral part of the Leased Premises as Landlord's Fixtures. Ownership of the Tenant's Fixtures specified in the notice will pass to the Landlord on the giving of the notice and the Tenant shall have no right of compensation against the Landlord for such re-classification; and

(f) *Managing Agent*

the Landlord may appoint a Managing Agent to manage the Leased Premises and represent the Landlord in relation to this Lease. If the Landlord appoints a Managing Agent, the Managing Agent may exercise the Landlord's rights and powers under this Lease. The Landlord may at any time vary or terminate the authority of the Managing Agent. Any decision made by the Landlord overrides any decision made by the Managing Agent if there is any inconsistency between those decisions.

4. **Rent**

The Tenant must pay the Rent to the Landlord in the manner specified in item 7 of Schedule 1 at the Landlord's address in this Lease or any other address stipulated by the Landlord or by any other method specified by the Landlord, including without limitation by direct bank deposit, without deduction or set-off (including but not limited to equitable set-off) except that the first and last payments will be apportioned on a daily basis in respect of periods of less than a month, and the first payment is due on the Commencement Date.

5. **Rent review**

5.1 **General**

On each Rent Review Date, the Rent shall be reviewed in the manner set out in the following paragraphs of this clause 5.

5.2 **CPI Rent Review**

(a) With effect from each CPI Rent Review Date, the Rent shall be reviewed so that it is the greater of the annual Rent payable immediately before the relevant CPI Rent Review Date or the sum calculated on the basis of the following formula:

$$RR = (R \times CCPI) \text{ divided by } PCPI$$

Where:

- "RR" = the annual Rent as reviewed;
- "R" = the annual Rent payable immediately before the relevant CPI Rent Review Date;
- "CCPI" = the Current CPI; and
- "PCPI" = the Previous CPI.

- (b) The Landlord may not earlier than three (3) months before a CPI Rent Review Date give the Tenant a notice setting out the amount of the reviewed Rent which shall be payable from the CPI Rent Review Date ("CPI Rent Review Notice"), except that the failure of the Landlord to give such a notice before the CPI Rent Review Date does not preclude the Landlord from giving such a notice in respect of that CPI Rent Review Date at any later time.

- (c) Determination of Current CPI or Previous CPI

If for the purposes of a CPI Rent Review under clause 5.2(a), the Consumer Price Index number is not published or, in the opinion of the Landlord there is a material change in the basis on which the Consumer Price Index is determined, or no Consumer Price Index number was published in the twelve (12) to fifteen (15) month period before the relevant CPI Rent Review Date for the purposes of determining the Previous CPI, then the Landlord may appoint an actuary from the Fellows of the Institute of Actuaries of Australia to determine:

- (i) in respect of the Current CPI, an index number which reflects the prevailing levels of prices for the Perth metropolitan area at that CPI Rent Review Date; and
- (ii) in respect of the Previous CPI, an index number which reflects the prevailing levels of prices for the Perth metropolitan area at the date which is twelve (12) months prior to that CPI Rent Review Date;

and the actuary's determination will be binding on the Landlord and the Tenant and the Landlord and the Tenant will pay the actuary's costs in equal shares.

### 5.3 Fixed Increase of Rent

With effect from each Fixed Increase Review Date, the Rent payable by the Tenant shall be a sum calculated on the basis of the Rent payable immediately before that Fixed Increase Date multiplied by the percentage specified in item 8 of Schedule 1 next to each Fixed Increase Review Date.

## 6. Not to Cause Rent Reduction

The Tenant shall not by any act or omission cause, directly or indirectly, the Rent to be reduced or impose on the Landlord any liability of the Tenant under this Lease unless obliged to do so by any statute or with the consent of the Landlord.

7. **Variable Outgoings**

- 7.1 This clause 7 shall only apply if so specified in item 12 of Schedule 1.
- 7.2 If this clause applies, the Tenant shall pay to the Landlord, or as the Landlord directs, the Tenant's Proportion of Variable Outgoings within twenty-eight (28) days of the Landlord giving the Tenant a statement of Variable Outgoings under clause 7.4.
- 7.3 Except in the case of manifest error, a statement issued by the Landlord under clause 7.4 will be *prima facie* evidence of the matters stated in that statement.
- 7.4 As soon as reasonably practical after the expiry of each Lease Year, the Landlord shall issue to the Tenant a statement setting out details of the actual Variable Outgoings incurred or paid for that Lease Year. The Landlord may, from time to time during any Lease Year, issue interim statements under this clause 7.4 as and when the Landlord makes, or becomes liable to make, any payments in relation to any item of Variable Outgoings.
- 7.5 If the Variable Outgoings includes any GST, the Tenant must pay that tax.
- 7.6 If the Tenant disputes any matter arising out of this clause 7, the dispute shall be determined by an Accountant appointed by agreement between the Landlord and Tenant and failing agreement, within seven (7) days of a request by either party that an Accountant be appointed, then by the President for the time being of the Institute of Chartered Accountants (WA Division) and in accordance with the following:
- (a) the Accountant will act as an expert and not as an arbitrator;
  - (b) the decision of the Accountant will be final and binding on the Landlord and the Tenant;
  - (c) the costs of the Accountant shall be paid equally by the Landlord and the Tenant; and
  - (d) within twenty-eight (28) calendar days after the dispute being determined by the Accountant under this clause 7.6, any necessary adjustment will be made to the Landlord's statement given under clause 7.4.

8. **Bulk Supply of Services**

8.1 **Services separately assessed**

The Tenant must pay to the Landlord or, if demand is made by a service provider, or statutory or other public authority, to that statutory or other public authority, all amounts separately charged or assessed in respect of the Leased Premises or the Tenant for or in connection with Services to or for the benefit of the Leased Premises or the Tenant, and the cost of installation of any meter, wiring or other device necessitated by the use of the Services.

9. **Use of Leased Premises and Facilities**

- 9.1 The Tenant shall not:

- (a) use the Leased Premises for any purpose other than the Authorised Use specified in item 1 of Schedule 1 or for any purpose for which the Leased Premises was not designed or designated; and
  - (b) use each Facility, Service, item of Plant and Equipment or Landlord's Fixture for a purpose for which it was not designed or designated.
- 9.2 Unless otherwise permitted by the Landlord in writing, the Tenant must not carry on any business in or from the Leased Premises except the Tenant's Business.
- 9.3 The Tenant accepts the Leased Premises for the Term with full knowledge of and subject to any existing prohibition, condition or restriction on the use of the Leased Premises.
- 9.4 If the carrying on of the Tenant's Business at the Leased Premises is permissible only with the consent, licence or authority under any statute, the Tenant shall obtain and maintain the currency of that consent, licence or authority and comply with that statute.
- 9.5 The Tenant:
- (a) shall comply with the Landlord's reasonable requirements for the use of each Facility, Service, item of Plant and Equipment and Landlord's Fixtures;
  - (b) shall not do or omit to do any thing which might interfere with or impair the efficient supply or operation of each Facility, Service, item of Plant and Equipment or Landlord's Fixtures; and
  - (c) in the conduct of the Tenant's Business comply strictly with all relevant requirements imposed by any act, regulation, law or local authority.

10. **Security of Building and Leased Premises**

- 10.1 The Tenant shall:
- (a) securely lock all doors, gates or other openings in, to or on the Leased Premises when the Leased Premises are unoccupied; and
  - (b) if required by the Landlord install in and operate on the Leased Premises a security alarm system approved by the Landlord.
- 10.2 The Landlord may enter the Leased Premises at any time for any purpose in relation to security, but nothing in this clause makes the Landlord responsible in any way for the security of the Leased Premises.

11. **Covenant to Repair and Maintain**

- 11.1 The Tenant shall:
- (a) Maintain the Leased Premises in good condition except in respect of:
    - (i) fair wear and tear;
    - (ii) damage which is or will be reinstated from the proceeds of insurance; and

- (iii) structural damage to the Leased Premises which has not been caused by an act or omission of the Tenant or an Authorised Person;
  - (b) promptly repair any damage to the Leased Premises for which the Tenant is responsible to the satisfaction of the Landlord;
  - (c) keep the Leased Premises clean and free from rubbish;
  - (d) Maintain the Landlord's Fixtures and the Facilities in the Leased Premises (if any) in good condition except in respect of fair wear and tear and damage which is or will be reinstated from the proceeds of an insurance policy, and where necessary, replace that Landlord's Fixture or the Facility to the satisfaction of the Landlord;
  - (e) maintain the Tenant's Fixtures in clean and good condition;
  - (f) promptly replace any broken glass in the Leased Premises; and
  - (g) keep all drains and other pipes in or connected to the Leased Premises properly cleaned and free-flowing;
- 11.2 If the Tenant does any work, other than the Tenant's Works, which affects the Leased Premises, such substantial alterations, work relating to Services, substantial repairs or maintenance or required structural work, the Tenant must:
- (a) comply with all relevant requirements of an authority and all laws and standards;
  - (b) before carrying out any work, obtain the Landlord's approval to the plans and specifications for the work;
  - (c) carry out the work in a safe and proper manner;
  - (d) use only good quality materials;
  - (e) employ only qualified and competent persons; and
  - (f) pay to the Landlord when the Landlord requests any expenses incurred by the Landlord in approving the work, including fees paid to architects, engineers, contractors or other advisors.

12. **Positive covenants**

The Tenant shall:

- (a) pay to the Landlord on demand all money paid by the Landlord on behalf of the Tenant in the discharge of any of the Tenant's liabilities under this Lease;
- (b) pay to the Landlord on demand all amounts payable by the Landlord in respect of legal costs and disbursements of and incidental to the instructions for and the preparation and execution of the Lease and each other instrument required to be prepared and executed under this Lease (all on a solicitor and own client basis);

- (c) pay to the Landlord on demand on a full indemnity basis all amounts payable by the Landlord in respect of legal costs and disbursements of and incidental to:
- (i) any breach of the Tenant's Obligations; and
  - (ii) each action, suit, proceeding or matter arising out of or incidental to any document, or thing referred to in clauses 12(b) and 12(c)(i);
- (d) pay all stamp duty, fines and penalties payable under the *Duties Act 2008 (WA)* on this Lease;
- (e) keep the Facilities within the Leased Premises unobstructed;
- (f) report promptly to the Landlord or the Managing Agent in writing:
- (i) all damage or defects in the Leased Premises, the Landlord's Fixtures, the Plant and Equipment or the Facilities in or on the Leased Premises of which the Tenant is or ought to be aware;
  - (ii) any malfunction of any Plant and Equipment or Facility either on the Leased Premises or used by the Tenant; and
  - (iii) any circumstances likely to be a danger or cause any damage or danger to the Leased Premises or any person in or on the Leased Premises of which the Tenant is aware;
- (g) remove on a regular basis rubbish which is not of a kind usually removed by the local government authority;
- (h) comply promptly with all legislation and by-laws affecting the Leased Premises or the use of the Leased Premises including any structural work in respect of the Tenant's Works;
- (i) observe and comply with any conditions of supply of Services by the Landlord, or where no conditions of supply are imposed by the Landlord, observe and comply with the conditions of supply of Services imposed by the relevant supply authority;
- (j) if any Service is not provided by the Landlord, make the Tenant's own arrangements at the Tenant's own cost for the supply of the Service to the Leased Premises. For the avoidance of doubt, the Landlord is not obliged to provide or to facilitate the procuring of any Services or Facilities to or for the Leased Premises;
- (k) pay to the Landlord (or any other person as the Landlord may from time to time nominate), irrespective of any other provision of the Lease, the whole of any assessment for trade waste, excess water or other costs incurred or determined by the Landlord, in good faith, to have been incurred in respect of the Leased Premises as a result of any unusual use or circumstance relating to the Leased Premises;
- (l) on demand by the Landlord, pay the Landlord interest on any Rent, or other money payable under this Lease which is not paid on the due date calculated at the Rate specified in item 6 of Schedule 1 from the due date for payment until the date of actual payment; and

- (m) comply, and shall cause each of its Authorised Persons to comply, with all directions made or given by the Landlord in relation to the use of the Common Areas (if any);
- (n) notify the Landlord immediately of any notice or order received from any court relating to the Leased Premises or the Common Areas; and
- (o) take all reasonable precautions to keep the Leased Premises free of vermin including, but not limited to, engaging qualified pest exterminators to treat the Leased Premises from time to time during the Term.

13. **Negative covenants**

The Tenant shall not:

- (a) without the Landlord's prior consent make any alteration to or addition to or demolish any part of the Leased Premises, or remove or alter any of the Landlord's Fixtures, the Plant and Equipment or any Facility in or on the Leased Premises;
- (b) except for reasonable quantities for normal applications in connection with the use of the Leased Premises and in the carrying out of the Tenant's Business, bring onto, store or use any chemical or inflammable substance in or on the Building or the Leased Premises;
- (c) fail to comply with and observe the reasonable requirements of the Landlord in the use of the Plant and Equipment;
- (d) without the Landlord's prior consent, use any Service, heating, cooling, lighting or power, except battery power, other than that consented to by the Landlord;
- (e) without the Landlord's prior consent, install any electrical equipment on the Leased Premises which might overload the cables, switchboards or sub-boards through which electricity is connected to the Leased Premises;
- (f) do or omit to do anything which might cause the Leased Premises to deteriorate or become impaired except for fair wear and tear, to be obstructed, or to be in a condition other than a good and sanitary condition;
- (g) except as is lawful and necessary and an ordinary incident of carrying out the Tenant's Business, do or carry on in the Leased Premises any activity which might be harmful, offensive or illegal, or cause a nuisance, damage or disturbance to the Landlord or the Occupiers or the owners or occupiers of any nearby properties unless with the prior consent of any necessary authority and the Landlord;
- (h) without the Landlord's prior consent, erect or place on or in the Leased Premises any radio or television aerial or antenna;
- (i) without the Landlord's prior consent, place or operate in any part of the Leased Premises any radio, television, loud speaker, amplifier or other similar device;
- (j) store goods on or in the Leased Premises other than those necessary in the carrying out of Tenant's Business;

- (k) place any rubbish on or in any part of the Leased Premises except in a suitable receptacle;
- (l) burn any rubbish in or on the Leased Premises, unless permitted by law and a necessary and ordinary incident of the Tenant's Business;
- (m) lodge an absolute caveat to protect the Tenant's interest in the Leased Premises;
- (n) fail to remove a subject to claim caveat lodged by the Tenant over the Leased Premises on Termination of this Lease;
- (o) conduct any business in or from the Leased Premises at any time prohibited by law;
- (p) without the prior written consent of the Landlord, by any act or omission cause any insurance policy effected under this Lease or in respect of the Leased Premises to be void or voidable, or cause the rate of premium to be increased;
- (q) deliver or permit to be delivered goods or materials to or from the Leased Premises except in a manner which causes minimum interference to other Occupiers; or
- (r) in relation to the Common Areas (if any):
  - (i) cause an obstruction in any part of the Common Areas;
  - (ii) use any part of the Common Areas for purposes for which they are not designed;
  - (iii) leave any goods or articles in any part of the Common Areas; or
  - (iv) conduct any business from the Common Areas.

14. **Tenant's Obligation to effect insurances**

- (a) The Tenant shall effect and maintain in the names of the Landlord and the Tenant with an insurance company approved by the Landlord all policies of insurance relating to the Leased Premises or otherwise as reasonably required by the Landlord from time to time, including policies of insurance in respect of the matters referred to in item 10 of Schedule 1 and the Tenant shall:
  - (i) supply to the Landlord current details of all insurance effected in accordance with this clause, including copies of certificates of insurance or policy documents and receipts for premiums as updated, amended or varied from time to time;
  - (ii) not without the Landlord's prior consent, alter the terms or conditions of any policy; and
  - (iii) ensure that each policy of insurance includes a provision for cross liability and waiver of subrogation rights in favour of the Landlord.
- (b) Subject to the Tenant being BP Australia Pty Ltd and BP Australia Pty Ltd being accredited as a self insurer, clause 14(a) will not apply to this lease, but

upon the assignment of the lease to any other party, the assignee will be bound to comply with clause 14(a).

15. **Indemnities**

15.1 **General indemnity**

Except to the extent contributed to by the Landlord, the Tenant shall indemnify and keep indemnified the Landlord against all losses, claims, damages, demands, costs and expenses for which the Landlord becomes liable in respect of loss or damage to property or death or injury of any nature and however or wherever sustained:

- (a) which are caused or contributed to by the use or occupancy of the Leased Premises by the Tenant, an Authorised Person or any other person, except to the extent caused or contributed to by the Landlord;
- (b) resulting from an act or omission of the Tenant; or
- (c) resulting from a notice, claim or demand against the Tenant to do or refrain from doing any thing except to the extent that the Landlord is obliged by this Lease to pay for or contribute to the cost of compliance with the notice, claim or demand and fails to do so.

15.2 **Nature of indemnity**

The obligation of the Tenant to indemnify the Landlord under this Lease or at law is not affected by the obligation of the Tenant to effect insurance.

16. **Assignment**

16.1 **No assignment**

The Tenant shall not assign, mortgage or charge the Tenant's leasehold estate in the Leased Premises, nor sublet, part with possession or dispose of the Leased Premises in any way.

16.2 **Property Law Act excluded**

Sections 80 and 82 of the *Property Law Act* 1969 of the State are excluded.

16.3 **Changes in beneficial ownership of shares**

If the Tenant is a company whose shares are not listed on any Stock Exchange in Australia, a change in the beneficial ownership of more than fifty per cent (50%) of the shares or the redemption, cancellation or issue of shares in that company or any holding company of that company will be deemed to be an assignment of the Tenant's leasehold estate.

16.4 **Landlord may consent to assignment**

The Tenant will not be in breach of the covenant in clause 16.1 in respect of an assignment if the Landlord consents to the assignment. The Landlord will not unreasonably withhold consent if the following criteria are satisfied:

- (a) the Tenant satisfies the Landlord that:

- (i) the proposed assignee is a respectable and responsible person of good financial standing, with sound business acumen, with adequate business experience and who is capable of meeting all the financial commitments of the Tenant under this Lease;
  - (ii) there is no Rent or other money payable under this Lease due but unpaid; and
  - (iii) there is no unremedied breach of the Tenant's Obligations and there have been no substantial breaches of the Tenant's Obligations during the Term;
- (b) the Tenant procures the execution by the proposed assignee of an assignment of lease prepared by the Landlord's solicitors at the Tenant's cost which contains terms acceptable to the Landlord, including a covenant by the proposed assignee with the Landlord to pay all Rent and other money payable under this Lease and to observe and perform all of the Tenant's Obligations;
  - (c) if the proposed assignee is a company, the directors or substantial shareholders of the company at the option of the Landlord guarantee to the Landlord the observance and performance of all of the Tenant's Obligations including payment of the Rent and other money payable under this Lease; and
  - (d) the Tenant agrees that the covenants of the assignee are independent of the covenants of the Tenant in this Lease and will not release or relieve the Tenant from the Tenant's Obligations and the Tenant acknowledges that the Tenant will continue to be fully responsible for the Tenant's Obligations notwithstanding the assignment of the Lease to the proposed assignee, particularly on the occurrence of an Event of Default by the proposed assignee or any other party.

16.5 Landlord may consent to sublease

The Tenant will not be in breach of the covenant in clause 16.1 in respect of a sublease of the whole or part of the Leased Premises if the Landlord consents to the sublease. The Landlord will not unreasonably withhold consent if the following criteria are satisfied:

- (a) the Tenant satisfies the Landlord that:
  - (i) the proposed subtenant is a respectable and responsible person of a good financial standing, with sound business acumen, with adequate business experience and who is capable of meeting all the financial commitments of the subtenant under a sublease of this Lease;
  - (ii) the sublease will be granted without any fine or premium, and at a rent per square metre of the subleased area at least equal to the Rent payable under this Lease;
  - (iii) there is no Rent or other money payable under this Lease due but unpaid; and

(iv) there is no unremedied breach of the Tenant's Obligations and there have been no substantial breaches of the Tenant's Obligations during the Term;

(b) the Tenant procures the execution by the proposed subtenant of a sublease approved by the Landlord or the Landlord's solicitors at the Tenant's cost which contains terms consistent in all respects with this Lease and acceptable to the Landlord;

(c) if the proposed sub tenant is a company, the directors or substantial shareholders of the company at the option of the Landlord guarantee to the Landlord the observance and performance by the proposed subtenant of all of the Tenant's Obligations as if the proposed sub tenant were named in this Lease as the Tenant; and

(d) the Tenant agrees that the covenants of the subtenant are independent of the covenants of the Tenant in this Lease and will not release or relieve the Tenant from the Tenant's Obligations and the Tenant acknowledges that the Tenant will continue to be fully responsible for the Tenant's Obligations notwithstanding the sublease of the Lease to the proposed subtenant, particularly on the occurrence of an Event of Default by the proposed subtenant or any other party.

16.6 Landlord may consent to charge

(a) The Tenant will not be in breach of the covenant in clause 16.1 in respect of a charge or mortgage if the Tenant obtains the Landlord's consent to that charge or mortgage.

(b) The Landlord may consent to, or refuse to give its consent to, a charge or mortgage in its absolute discretion.

16.7 Compliance with Acts

The Landlord and the Tenant acknowledge that if in granting its consent to any assignment or sublease the Landlord has to first comply with or satisfy any obligations or requirements under any Written Law, the *Local Government Act 1995* or related Acts, including but not limited to section 3.58 of the *Local Government Act 1995* ("**Assignment/Sublease Condition Precedent**"), then the Landlord's consent is made expressly conditional upon and subject to satisfaction of the Assignment/ Sublease Condition Precedent.

17. Damage, Destruction or Resumption

17.1 Definitions

In this clause 17:

(a) "Reinstatement Notice" means a notice given by the Landlord to the Tenant of the Landlord's intention to carry out the Reinstatement Works; and

(b) "Reinstatement Works" means the work necessary to:

(i) reinstate the Leased Premises; or

- (ii) make the Leased Premises fit for occupation and use or accessible by the Tenant.

#### 17.2 Abatement

- (a) If the Leased Premises are damaged or destroyed so as to render any part of the Leased Premises wholly or substantially:

- (i) unfit for occupation and use by the Tenant; or
- (ii) inaccessible having regard to the nature and location of the Leased Premises and the normal means of access to them;

AND

- (iii) the Tenant's insurance moneys are rendered irrecoverable as a consequence of an act, omission or default by the Landlord, its servants, agents or contractors;

THEN from the date that the Tenant notifies the Landlord of the damage or destruction ("Damage Notice"):

- (iii) the Rent;
- (iv) any other money payable by the Tenant under this Lease; and
- (v) the covenant to repair and maintain;

will abate according to the nature and extent of the damage or destruction sustained.

- (b) If clause 17.2(a) applies, the remedies for:

- (i) recovery of the Rent and any other money or a proportionate part falling due after the damage or destruction; or
- (ii) enforcement of the covenant to repair and maintain;

will be suspended (or partially suspended as the circumstances require) from the date of the Damage Notice until the Leased Premises are:

- (iii) restored;
- (iv) made fit for the Tenant's occupation and use; and
- (v) made accessible.

#### 17.3 Either Party May Terminate

If clause 17.2(a) applies, either party may terminate this Lease by notice to the other unless the Landlord:

- (a) within ninety (90) calendar days of receiving the Damage Notice, gives the Tenant a Reinstatement Notice; and
- (b) diligently proceeds within a reasonable time to carry out the Reinstatement Works.

17.4 Tenant May Terminate

If the Landlord gives a Reinstatement Notice to the Tenant and fails to commence the Reinstatement Works within a reasonable time, the Tenant may terminate this Lease by giving not less than thirty (30) calendar days' notice to the Landlord and, at the expiration of that period, this Lease will terminate.

17.5 Exceptions

Clauses 17.2, 17.3 and 17.4 will not apply where:

- (a) the damage or destruction was contributed to, or also caused by or arises from any wilful act of the Tenant or an Authorised Person; or
- (b) an insurer under any policy effected by the Landlord under this Lease refuses indemnity or reduces the sum payable under the policy because of any act or default of the Tenant or an Authorised Person.

17.6 Landlord to Terminate

If the Landlord considers the damage to the Leased Premises renders it impractical or undesirable to carry out the Reinstatement Works, the Landlord may terminate this Lease by giving not less than thirty (30) calendar days' notice to the Tenant and, at the expiration of that notice, this Lease will terminate.

17.7 Antecedent Breaches

No liability will attach to either party because of termination of this Lease under this clause 17 but that termination will be without prejudice to the rights of either party for any antecedent breach or non-observance of any provision of this Lease.

17.8 Dispute Resolution

Any dispute arising out of the provisions of this clause 17 shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 1985 (WA)*, and the parties may each be represented by a legal practitioner of their choice.

17.9 Landlord Not Obligated to Reinstate

Nothing in this Lease obliges the Landlord to reinstate the Leased Premises or the means of access to them.

17.10 Proceeds of Insurance

If the Leased Premises are damaged or destroyed and the Lease is terminated under this clause 17, the Tenant will have no interest in the insurance proceeds.

17.11 Resumption of Leased Premises

If the Land or any part of the Land is resumed by any authority so as to render the Leased Premises inaccessible or substantially unfit for the occupation of

the Tenant, this Lease may be terminated without compensation or other liability by either the Landlord or the Tenant by thirty (30) calendar days' notice to the other but without affecting the rights of either party against the other in respect of any previous breaches of the provisions of this Lease.

18. **Limit of Landlord's liability**

18.1 **No warranties or representations**

The Tenant acknowledges and agrees that:

- (a) all the Tenant's property in or on the Land and the Leased Premises shall be at the sole risk of the Tenant during the Term and the Landlord shall not be liable for any claim, loss or damage that the Tenant may suffer as a result of:
  - (i) any fault in the construction or state of repair of the Leased Premises, the Tenant's Fixtures or the Landlord's Fixtures;
  - (ii) any defect in any of the Plant and Equipment, Facilities or the Services;
  - (iii) any flow, overflow, leakage or breakdown of any water, airconditioning, gas, power or other source of energy whether from the Leased Premises or otherwise;
- (b) the Landlord gives no warranty as to the use to which the Leased Premises may be put; and
- (c) the Tenant has not relied on any representation or warranty of the Landlord in entering into this Lease and, for this purpose, the Tenant acknowledges that:
  - (i) the Tenant has relied on the Tenant's own skill and judgment and has made the Tenant's own enquiries in determining the suitability of the Leased Premises for the Authorised Use and the Tenant's Business; and
  - (ii) the Tenant's occupation of the Leased Premises is conclusive evidence of the Tenant's acceptance of the Leased Premises as being in good order, repair and condition at the Commencement Date.

18.2 **Landlord Not Liable**

- (a) The Landlord is not liable to the Tenant and the Tenant will not make a claim against the Landlord in respect of any liability resulting from any accident, death, injury, damage to any property (including water damage), equipment, or machinery malfunction, interruption of Services or other event of a similar nature in or affecting the Leased Premises unless caused by the negligence of the Landlord.
- (b) The Tenant acknowledges and confirms that the Tenant's non-exclusive right to use the Common Areas (if any) is subject to the rights of the other Occupiers.

18.3 Landlord only liable while registered proprietor

Each Landlord is only liable for any breaches under this Lease occurring while that person is the registered proprietor of the Leased Premises.

19. **Default**

An Event of Default occurs if:

- (a) the Tenant fails to pay the Rent, the Variable Outgoings or other money payable under this Lease for seven (7) Business Days after the Landlord has given written notice to the Tenant of the default;
- (b) the Tenant fails to perform any of the Tenant's Obligations other than the payment of moneys referred to in clause 19(a) for seven (7) Business Days after the Landlord has given written notice to the Tenant of the default;
- (c) distress is levied or a judgement, order, security or encumbrance is enforced against any property of the Tenant;
- (d) a receiver or receiver and manager or controller as defined in the *Corporations Act 2001 (Cth.)* is appointed in respect of any part of the Tenant's property;
- (e) the Tenant ceases to carry on the Tenant's Business from the Leased Premises; or
- (f) where the Tenant is a company and:
  - (i) an application is made to a court for an order or an order is made that the Tenant be wound up;
  - (ii) an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of the Tenant;
  - (iii) except for the purposes of reconstruction or amalgamation, the Tenant enters into a scheme of arrangement, deed of company arrangement or composition with, or assignment for the benefit of, all or any class of the Tenant's creditors;
  - (iv) the Tenant resolves to wind itself up or otherwise dissolve itself;
  - (v) the Tenant states that it is insolvent; or
  - (vi) the Tenant takes any step to obtain protection or is granted protection from its creditors under any applicable legislation.

20. **Landlord's powers on default**

20.1 Landlord's right of possession

On the occurrence of an Event of Default, the Landlord may without giving any further notice or demand enter the Leased Premises and re-take possession, and on re-entry, the Term will immediately determine.

20.2 Landlord may remedy Tenant's default

- (a) If an Event of Default occurs or the Tenant otherwise fails to perform any of the Tenant's Obligations, the Landlord may without prejudice to the Landlord's rights arising from the Event of Default or the failure to perform, remedy that Event of Default or the failure to perform as if the Landlord was the Tenant, at the Tenant's cost. The Tenant must pay to the Landlord all liabilities incurred by the Landlord in remedying an Event of Default or failure to perform.
- (b) None of the following events constitutes a re-entry or forfeiture or waiver of the Landlord's rights to recover in full all Rent, Variable Outgoings and other money payable by the Tenant under the Lease:
  - (i) acceptance of the keys or other access devices for the Leased Premises;
  - (ii) entry to the Leased Premises by the Landlord for the purpose of inspection or for the purpose of showing the Leased Premises to prospective Tenants or to remedy an Event of Default; or
  - (iii) advertising the Leased Premises for re-letting.

#### 20.3 No prejudice of Landlord's rights

Any re-possession or attempted re-possession of the Leased Premises by the Landlord or any demand for or acceptance of any of the Rent, Variable Outgoings or other money payable under this Lease will not:

- (a) prejudice or affect the Landlord's rights under this Lease;
- (b) release the Tenant from performing the Tenant's Obligations; or
- (c) be deemed an election by the Landlord as to the exercise of the Landlord's rights under this Lease or at law.

#### 20.4 Exercise of rights by Landlord

The Landlord may exercise the Landlord's rights under this Lease or at law notwithstanding laches, neglect or waiver in respect of any breach of the Tenant's Obligations, and without giving notice except in accordance with this Lease or as required by law, and without having to prove default by the Tenant or the continuance of that default.

### 21. Essential terms

#### 21.1 Breach of Essential Terms

- (a) If the Tenant's conduct constitutes a breach of an essential term of this Lease and the Landlord elects to treat that breach as repudiation or the conduct otherwise constitutes repudiation of this Lease, the Tenant shall compensate the Landlord for all loss or damage suffered by reason of or arising from the repudiation.
- (b) Clauses 4 ("Rent"), 5 ("Rent Review"), 7 ("Variable Outgoings"), 9 ("Use of Leased Premises and Facilities"), 11 ("Covenant to Repair and Maintain"), 14 ("Tenant's Obligations to effect insurances") and 16

("Assignment") of this Lease are deemed to be essential terms. This is not an exhaustive list of the essential terms of this Lease.

21.2 Damage for Breach of Essential Terms

Any loss or damage for the unexpired residue of the Term suffered by the Landlord as a result of the Tenant's breach of an essential term may be recovered as damages at any time.

21.3 Landlord's Entitlement to Damages

The Landlord's entitlement to recover damages from the Tenant or any other person will not be limited or affected by any of the following:

- (a) if the Tenant abandons or vacates the Leased Premises;
- (b) if the Landlord elects to re-enter the Leased Premises or terminate this Lease;
- (c) if the Landlord accepts the Tenant's repudiation; or
- (d) if the parties' conduct (or that of any of their servants or agents) constitutes or may constitute a surrender by operation of law.

21.4 Landlord to Mitigate Damages

- (a) If the Tenant vacates the Leased Premises or if the Landlord accepts the Tenant's repudiation based on the Tenant's breach of an essential term of this Lease and terminates this Lease, the Landlord must take reasonable steps to mitigate its loss and endeavour to re-lease the Leased Premises on reasonable terms.
- (b) The entitlement to damages will be assessed on the basis that the Landlord has observed the obligation to mitigate damages.
- (c) The Landlord's conduct in mitigating its damages will not of itself constitute acceptance of the breach or repudiation or a surrender by operation of law.

21.5 Calculation of Damages

Following repudiation by the Tenant if the Landlord terminates this Lease then, without prejudice to any other right or remedy, the Landlord may recover the difference between the aggregate of the Rent, the reasonable estimate of the Variable Outgoings and other money payable by the Tenant for the unexpired residue of the Term less any amount the Landlord obtains, or could in the Landlord's opinion reasonably be expected to obtain, by observing clause 21.4.

22. Termination

22.1 Yield up Leased Premises

The Tenant shall on Termination surrender and yield up the Leased Premises to the Landlord in a condition consistent with the compliance of the Tenant's Obligations during the Term and deliver to the Landlord all keys, access cards and other security devices for the Leased Premises and the Land.

## 22.2 Remove Tenant's Fixtures

The Tenant shall:

- (a) prior to Termination or on the termination of any period of holding over, remove from the Leased Premises all of the Tenant's Fixtures and other property and any Landlord's Fixtures which the Landlord requires to be removed, and make good any damage caused to the Leased Premises by the removal of the Tenant's property,
- (b) comply with the Works Conditions in respect of the removal of those items specified in clause 22.2(a); and
- (c) submit details of the proposed removal works for the Landlord's approval not less than two (2) months prior to Termination, or in the event of the sooner determination of this Lease, on or prior to that sooner determination.

## 22.3 Making Good of Leased Premises on Termination

Subject to clause 22.2, the Tenant shall, unless the Landlord agrees to the contrary, prior to Termination or on the termination of any period of holding over, make good the Leased Premises, the Facilities and those parts of the Plant and Equipment affected by the Tenant's occupation of the Leased Premises.

## 22.4 Landlord Can Make Good

If the Tenant does not comply with the obligation to make good as set out in clause 22.3, the Tenant shall pay the Landlord within ten (10) Business Days after the Landlord requests payment, any costs reasonably incurred by the Landlord to make good the Leased Premises, the Facilities and those parts of the Plant and Equipment affected by the Tenant's occupation of the Leased Premises. The obligation to pay those costs does not limit any other rights of the Landlord in relation to the Tenant's default.

## 22.5 Dealing with Tenant's property not removed at Termination

The Landlord has the following rights in respect of the Tenant's property, including Tenant's Fixtures, which are not removed at Termination:

- (a) demolish and dispose of the Tenant's property or remove and store the Tenant's property in an alternative leased premises at the Tenant's cost;
- (b) to sell or dispose of the Tenant's property and apply the proceeds of sale towards payment of any unpaid Rent or other money payable under this Lease; or
- (c) to elect that the Tenant's property is the absolute property of the Landlord and to deal with the Tenant's property as the Landlord sees fit;

and the Tenant shall indemnify the Landlord in respect of any loss or damage suffered by the Landlord as a result of:

- (d) the Tenant failing to remove all of the Tenant's property by Termination; or
- (e) any claim against the Landlord by any person by reason of the exercise by the Landlord of its rights under this clause 22.5.

22.6 Tenant to continue to pay Rent and Variable Outgoings

If the Tenant fails to make good the Leased Premises as specified in clause 22.3, or fails to remove the Tenant's property by Termination, then until the Leased Premises are restored in accordance with this Lease or the Landlord elects to take the absolute property in the Tenant's property left after Termination, the Tenant shall continue to pay the Rent and the Variable Outgoings as if the Tenant were holding over in the Leased Premises.

23. Option of Renewal

If and only if no earlier than six (6) months or no later than three (3) months before the date of Termination, the Tenant gives notice to the Landlord exercising an option of renewal, and the Landlord is satisfied that there is no Rent, Variable Outgoings or other money payable under this Lease which is due but unpaid and there is no unremedied breach of the Tenant's Obligations and there have been no breaches of any of the essential terms of this Lease during the Term, the Landlord shall grant the Tenant a lease of the Leased Premises for the relevant Further Term at the Rent payable immediately before Termination as varied and reviewed pursuant to this Lease and otherwise on the same terms and conditions of this Lease except for the option of renewal for the relevant Further Term, which shall cease to have any further effect.

24. Holding Over

If after the expiry of the Term the Tenant continues in possession of the Leased Premises, the Tenant shall be deemed to be holding over as a monthly tenant and:

- (a) the Landlord shall, with effect from the fifth (5th) Business Day after the expiry of the Term, review the Rent pursuant to the provisions of clause 5 and the provisions of that clause will apply as if the fifth (5th) Business Day after the expiry of the Term is a Rent Review Date and the type of review specified were a Fixed Increase Review;
- (b) after the Rent review as specified in clause 24(a), the Rent shall be reviewed on each anniversary of the expiry of the Term pursuant to the provisions of clause 5 as if each such anniversary is a Rent Review Date and the type of review specified were a Fixed Increase Review;
- (c) the Tenant's right to remain in possession of the Leased Premises shall be subject to the continued performance of the Tenant's Obligations;
- (d) the monthly tenancy created by this clause may be terminated by either party giving the other party one (1) month's notice of termination which notice may be given at any time; and
- (e) the payment of Rent annually in advance in a period of holding over, shall not effect the holding over as a monthly tenant, nor shall it limit the rights of either party to terminate the tenancy pursuant to clause 24(d) and in the event of

termination any overpayment of Rent will be adjusted as at the termination date.

25. **Power of Attorney**

The Tenant for valuable consideration:

- (a) irrevocably appoints the Landlord and (if the Landlord is a company) every director and secretary of the Landlord (jointly and severally) the Tenant's attorney for the purpose of:
  - (i) withdrawing any caveat which the Tenant is obliged to withdraw but does not; and
  - (ii) doing anything else the Tenant is obliged to do under this Lease but does not do when required;
- (b) undertakes to ratify all that the attorney does or causes to be done under this clause; and
- (c) indemnifies the Landlord in respect of:
  - (i) losses arising from any act done under this clause; and
  - (ii) the Landlord's costs and expenses of and incidental to the withdrawing of any caveat mentioned in this clause.

26. **Trustee Provisions**

If the Tenant has entered into this Lease in the capacity of trustee, whether or not the Landlord has any notice of the trust, the Tenant:

- (a) is taken to enter into this Lease both as trustee and in the Tenant's personal capacity and acknowledges that the Tenant is personally liable for the performance of the Tenant's Obligations under this Lease;
- (b) will take any action necessary to ensure the assets of the trust are available to satisfy any claim by the Landlord for any default by the Tenant;
- (c) will assign to the Landlord any right of indemnity the Tenant has against the assets of the trust to the extent of the liability of the Tenant under this Lease; and
- (d) warrants that the Tenant has the power and authority under the terms of the trust to enter into this Lease.

27. **Special Clauses**

- 27.1 The special clauses (if any) set out in Schedule 2 shall be deemed to be incorporated into and form part of this Lease as if fully set out in the body of this Lease.
- 27.2 If there is any inconsistency between the provisions of this Lease generally and the special clauses, the special clauses shall prevail to the extent of the inconsistency.

28. **Miscellaneous**

28.1 **Tenant not to permit prohibited matters**

If under this Lease the Tenant is required to do or is prohibited from doing any act, matter or thing the Tenant must also ensure that the Authorised Persons comply with that requirement or prohibition.

28.2 **Cost of Complying with Obligations**

Unless otherwise stated in this Lease, the Tenant must pay the cost of performing or complying with every obligation of the Tenant under this Lease.

28.3 **Schedules**

The Schedules shall form part of this Lease.

28.4 **Landlord's consent**

The Landlord may give a conditional or unconditional consent or approval at its absolute discretion to any matter in this Lease without giving any reasons for refusal of consent or approval.

28.5 **Proper Law and Jurisdiction**

This Lease is governed by the law in force in the State, or where applicable, the Commonwealth of Australia, and the parties consent to the jurisdiction of the courts of the State.

28.6 **Time for payment**

Any amount payable by the Tenant to the Landlord unless otherwise specified must be paid to the Landlord within seven (7) Business Days after the Landlord gives a notice to the Tenant requiring payment.

28.7 **Time of the essence**

Time shall be of the essence in all respects.

28.8 **Certificates**

A certificate signed by the Landlord or the Landlord's solicitors about a matter or a sum payable is sufficient evidence of the matter or sum stated in the certificate unless the matter or sum is proved to be false.

28.9 **Exercise of rights by Landlord**

The Landlord may exercise each right, power or remedy at its discretion, separately or concurrently with any other right, power or remedy, and:

- (a) a single or partial exercise of a right, power or remedy does not prevent a further exercise of that right, power or remedy;
- (b) a failure to exercise or any delay in the exercise of a right, power or remedy does not prevent its exercise;

- (c) the rights, powers and remedies of the Landlord are cumulative with and not exclusive of the rights, powers and remedies provided by law; and
- (d) any demand made shall not in any way be deemed to constitute a waiver by the Landlord of any breach or non-observance of a Tenant's Obligation and shall not prejudice any other right of the Landlord in relation to such breach.

28.10 Landlord may act by agent

All acts and things which may be done by the Landlord may be done by a solicitor, agent, employee or contractor of the Landlord, including, without limitation, the Managing Agent.

28.11 Variation

This Lease may not be varied except in writing signed by all of the Parties.

28.12 Giving of notice

Any notice, approval, consent or other communication given under this Lease:

- (a) shall be in writing and in English;
- (b) may be served on the recipient personally, or by leaving it at the recipient's last known address, or sent by pre-paid post to the recipient's last known address or sent by facsimile transmission to the recipient's facsimile number (if known);
- (c) will be deemed to be served, if served personally, at the time of handing the notice to the recipient, if left at the recipient's last known address, at the time of leaving the notice at the recipient's last known address, if sent by pre-paid post to the recipient's last known address, on the second Business Day after the date of posting, if sent by facsimile transmission, on the same date as transmitted (if transmitted prior to 4:00pm on a Business Day) or the next Business Day (if transmitted at or after 4:00pm on a Business Day, or on a day not being a Business Day); and
- (d) if given by the Landlord, may be signed by the Landlord or a solicitor or agent of the Landlord.

28.13 No moratorium

The provisions of any statute which extends a date for paying money under this Lease or which abrogates, nullifies, postpones or otherwise affects any provision in this Lease shall not apply to limit the terms of this Lease.

28.14 Further assurances

Each Party shall execute and do all acts and things necessary to give full force and effect to this Lease.

28.15 Effect of execution

This Lease binds each person who executes it notwithstanding the failure by any other person to execute this Lease.

28.16 Severance

If any part of this Lease is or becomes unenforceable or void or voidable, that part will be severed from this Lease and those parts that are unaffected shall continue to have full force and effect.

28.17 Goods and services tax

(a) In the Lease:

"GST" means goods and services tax or similar value added tax levied or imposed in Australia pursuant to the GST Law or otherwise on a supply;

"GST Act" means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*;

"GST Law" has the same meanings as in the GST Act;

"Tax Invoice" includes any document or record treated by the Commissioner of Taxation as a tax invoice or as a document entitling a recipient to an input tax credit.

(b) Words used in this clause which have a defined meaning in the GST Law have the same meanings as in the GST Law unless the context indicates otherwise.

(c) The Rent and other moneys payable under this Lease have been calculated without regard to GST, and the Landlord and the Tenant agree that the Landlord shall be entitled to charge an additional amount if the Landlord becomes subject to GST as a result of the grant of this Lease or any supply to the Tenant under or in connection with this Lease, and the following provisions shall apply:

(i) the Tenant must do everything reasonably requested by the Landlord to ensure this Lease is treated as taxable for the purposes of the GST, the Tenant must pay the GST to the Landlord at the same time as the payment to which the GST relates, and the Rent and other amounts payable under this Lease are exclusive of GST.

(ii) the Tenant must pay to the Landlord on demand any GST charged on goods and services acquired or payable or paid by the Landlord in connection with this Lease or the Leased Premises, including but not limited to any GST payable in connection with or in respect of the provision of any Services and the Rent; and

(iii) where the liability of the Tenant under this clause cannot be separately determined, the Tenant must pay to the Landlord on demand an amount which is equal to the Tenant's proportion of the relevant GST.

28.18 Entire Agreement

This Lease constitutes the entire agreement between the Parties and contains all the representations, warranties, covenants and agreements of the Parties in relation to the subject matter of this Lease. This Lease supersedes all previous correspondence or documentation relating to the Tenant's leasehold interest in the Leased Premises.

28.19 Headings

Except in the Schedules, the headings used in this Lease are for reference only and shall not effect the interpretation of this Lease.

28.20 Termination

The Termination of this Lease does not affect the Tenant's obligation to pay any money or do any act which is payable or which is to be done after Termination as provided by this Lease.

DRAFT for discussion purposes only

**SCHEDULE 1**

**Item 1**    **Authorised Use**

Development for use as a site for the commercial supply of aviation fuel, aviation lubricants and related products.

**Item 2**    **Commencement Date**

1 March 2009

**Item 3**    **End Date**

The date that is FIFTEEN (15) years after the Commencement Date, being 1 March 2009.

**Item 4**    **Further Term**

One further term of FIFTEEN (15) years commencing on the day following the End Date and ending on the FIFTEENTH (15<sup>th</sup>) anniversary of the End Date.

**Item 5**    **Land and Leased Land**

**Land**

- (a) Lot 181 on Deposited Plan 28266 being the whole of the land in Certificate of Title Volume 2526 Folio 60 and being commonly known as "East Kimberley Regional Airport", Lot 181 Victoria Highway, Kununurra.

**Leased Land**

- (b) That part of the Land having an area of approximately 5,250 square metres as depicted and hatched in black on the plan in Annexure "A" to this Lease.

**Item 6**    **Interest Rate**

TEN PER CENTUM (10%) per annum.

**Item 7**    **Rent**

From the Commencement Date until varied, the Rent is TWENTY ONE THOUSAND FIVE HUNDRED DOLLARS (\$21,500.00) per annum payable in advance on the Commencement Date and each anniversary of the Commencement Date. The Rent is exclusive of GST.

**Item 8**    **Rent Review Dates**

The Rent shall be reviewed on the following dates in accordance with the mechanism set out alongside each date:

<b>Date</b>	<b>Method</b>

Annually on the anniversary of the Commencement Date during the Term	CPI Rent Review
For the purposes of clause 23 "Holding Over"	Fixed Review Increase of 10%

**Item 9** **Term**

The term shall be the period commencing on the Commencement Date and ending on the End Date.

**Item 10** **Tenant's Insurance Obligations**

Without affecting any further insurance to be effected by the Tenant as specified by the Landlord in writing to the Tenant, the Tenant shall effect policies of insurance in respect of:

- (a) public liability insurance for an amount not less than TEN MILLION DOLLARS (\$10,000,000.00) for any one incident or such greater amount as may be specified from time to time by the Landlord;
- (b) the full insurable value on a replacement or reinstatement basis of the Tenant's Fixtures against fire, explosion, earthquake, aircraft, riot, civil commotion, flood, lightning, storm, tempest, smoke, rainwater, water leakage, impact by vehicles, machinery breakdown or malfunction, and malicious acts or omissions;
- (c) employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Tenant employed in or about the Leased Premises;
- (d) the full insurable value on a replacement or reinstatement basis of all plate glass windows and doors forming part of the Leased Premises; and
- (e) any other matter or thing which the Landlord reasonably requires by notice to the Tenant;

on the terms specified in clause 14 of the Lease.

**Item 11** **The Landlord's Fixtures**

The Landlord's Fixtures shall include but not be limited to the following:

**Item 12** **Variable Outgoings**

Clause 7 of this Lease does apply.

**Item 13** **Managing Agent**

Not applicable.

**Item 14** **Gross Area of the Land and Tenant's Proportion**

**Gross Area of the Land**

- (a) 257,506 square metres

Tenant's Proportion

(b) 2.04%

**Item 15** **Guarantor's Details**

N/A

**Item 16** **Bank Guarantee- Security Amount**

N/A

DRAFT for discussion purposes only

## SCHEDULE 2 - SPECIAL CLAUSES

### 1. Interpretation

- (a) These are the Special Clauses referred to in clause 26 of the Lease.
- (b) All words and expressions used but not defined in these Special Clauses but which are defined in clause 1 of the main body of the Lease, shall have the same meanings respectively assigned to them in clause 1 of the Lease.

### 2. Development of Leased Premises

#### 2.1 Tenant's Development Covenants

The Tenant must:

- (b) carry out and execute the Tenant's Works in accordance with the Works Conditions; and
- (b) not make any alterations to the Plans or Specifications or include, construct or erect any works on the Leased Premises which have not been previously approved in writing by the Landlord without:
  - (i) the prior written consent of the Landlord which consent may be granted or refused or granted subject to conditions at the absolute discretion of the Landlord EXCEPT THAT the Landlord shall not arbitrarily or unreasonably withhold its approval in the case of any mandatory alterations required by a Relevant Authority; and
  - (ii) if applicable, the prior approval of any Relevant Authority.

#### 2.2 Non-Approved Works

If the Tenant carries out any works which have not been previously approved in writing by the Landlord or which are not undertaken in accordance with the provisions of this Lease, the Landlord may require the Tenant (but without limiting any other right or remedy available to the Landlord) at the Tenant's cost, to dismantle and remove any such works and to carry out the same in accordance with the Landlord's approval and otherwise in compliance with the provisions of this Lease.

#### 2.3 Access to the Leased Premises

- (a) The Tenant is entitled to take possession of the Leased Premises and to enter upon the Leased Premises and commence the Tenant's Works from and including the Commencement Date PROVIDED:
  - (i) the Lease has been executed by the Tenant, the Landlord and the Guarantor (if applicable) and all other consenting parties;
  - (ii) the Conditions Precedents have been satisfied; and
  - (iii) the Tenant has delivered to the Landlord the Bank Guarantee (if any) in accordance with special clause 4 of these Special Clauses.
- (b) For the avoidance of doubt, the Tenant is obliged to pay full Rent,

Variable Outgoings and all other money payable under the Lease from the Commencement Date regardless of whether the Tenant has commenced or completed the Tenant's Works or whether the Tenant can operate the Tenant's Business from the Leased Premises.

- (c) Notwithstanding clause 2.3(a), should the Tenant commence the Tenant's Works prior to the satisfaction of any Conditions Precedent, whether with or without the Landlord's prior consent, the Tenant does so at its own risk and shall have no claim against the Landlord in the event that any of the Conditions Precedent are thereafter not satisfied.

#### 2.4 Facilities for Tenant's Contractors

The Tenant and the Tenant's contractors must provide and, as necessary, negotiate with the Landlord for all temporary services (including, without limitation, electricity, water and telephone services), toilet facilities, hoisting facilities, lunch rooms and other amenities, and the carting away of rubbish which the Tenant or its contractors may require, and must pay to the Landlord on demand any expenses which the Landlord may thereby incur.

#### 2.5 Tenant Responsible for Damage

The Tenant shall, at the option of the Landlord, either repair and make good any damage which may be caused to the Land or Leased Premises or any part thereof as a result of the construction, erection or installation of the Tenant's Works, to the satisfaction of the Landlord or alternatively, shall reimburse on demand the Landlord for all the costs incurred by the Landlord in having such damage made good by the Landlord's own contractors.

#### 2.6 Tenant's Insurance

- (a) Prior to the commencement of the Tenant's Works (or any associated or incidental works on the Leased Premises), the Tenant must have:
  - (i) procured the insurance policies referred to in item 10 of Schedule 1; and
  - (ii) otherwise complied with the terms of clause 14 of the Lease in respect of those insurance policies.
- (b) For the avoidance of doubt and notwithstanding or limiting clause 14 or item 10 of Schedule 1 of the Lease, the Tenant must, prior to the commencement of any Tenant's Works or associated or incidental works on the Leased Premises:
  - (i) insure against and ensure that all of its contractors engaged in carrying out the Tenant's Works, throughout the Tenant's Works Period insure against any liability, loss, claim or proceeding whatsoever arising by virtue of any statute relating to workers' compensation or employer's liability, by any person employed in or about the execution of the Tenant's Works and shall also insure for the Tenant's and its contractors' common law liability to all such persons for such amount as shall be nominated by the Landlord; and
  - (ii) ensure that the insurance policy referred to in item 10(b) of Schedule 1 insures the Tenant's Works for their full reinstatement and replacement value and apply all insurance moneys received in reinstating, rebuilding and repairing any damage incurred or suffered to the Tenant's Works.

2.7 Assumption of Risk by Tenant

The Parties expressly acknowledge and agree that:

- (a) the construction of all of Tenant's Works (whether undertaken by the Tenant or the Landlord or any contractor on behalf of or at the direction of either the Tenant or the Landlord) shall be at the risk of the Tenant in all respects;
- (b) the Tenant bears the risk of:
  - (i) the Tenant's Works;
  - (ii) all Works Equipment; and
  - (iii) all unfixed goods and materials used or to be used in carrying out the Tenant's Works, including anything provided by the Landlord to the Tenant or brought onto the Leased Premises by any contractor; and
- (b) the Tenant releases and discharges the Landlord from all claims for loss of or damage to the Land or Leased Premises, and any plant, equipment, fixtures, fittings, merchandise, good or property of the Tenant contained in or about the Land or Leased Premises for the purpose of the Tenant's Works and from any loss of profits resulting from such loss or damage.

2.8 Property in Works

Despite any rule of law or equity to the contrary, title to and ownership of the Tenant's Works shall be the property of the Tenant regardless of their attachment or affixation to the Leased Premises, and shall be a Tenant's Fixture, unless reclassified as a Landlord's Fixture in accordance with this Lease.

2.9 Default

- (a) For the avoidance of doubt, a failure by the Tenant to perform or comply with any of its obligations under this clause 2 is an Event of Default and a breach of an essential term of the Lease ("Development Default").
- (b) Without prejudice to any other rights or remedies available to the Landlord, if the Landlord terminates this Lease pursuant to clause 19 on the occurrence of a Development Default:
  - (i) the Tenant shall, unless otherwise directed by the Landlord, within sixty (60) days from the date upon which the Landlord terminates the Lease remove from the Leased Premises the Tenant's Works in compliance with the Works Conditions and make good the Leased Premises to the satisfaction of the Landlord;
  - (ii) the termination of the Lease shall be without prejudice to the obligations of the Tenant to pay the Landlord any moneys which shall be due and owing as at the date on which the Landlord terminates the Lease; and
  - (iii) the Tenant shall pay to the Landlord on demand all costs and expenses incurred by the Landlord as a consequence of the Tenant's Development Default and in the exercise of the rights of the Landlord under this clause 2.9.

- (c) Should the Tenant not comply with its obligation under clause 2.9(b)(i) above the Landlord shall be a liberty to exercise any of the rights conferred on the Landlord pursuant to clause 22.5 of the Lease.
- (d) Until the Leased Premises are restored in accordance with the Lease (whether by the Tenant or the Landlord) or until the Landlord elects to take the absolute property in the Tenant's property (which includes the Tenant's Fixtures) left after termination, the Tenant shall continue to pay the Rent and Variable Outgoings as if the Tenant were holding over in the Leased Premises.

2.10 Indemnity

Without limiting the generality of clause 15 of the Lease, the Tenant indemnifies the Landlord and the Landlord's employees against all claims, demands, loss, damage, costs and expenses of every description which the Landlord may suffer or incur in connection with or arising directly or indirectly from the Tenant's entry upon and occupation of the Leased Premises for the purpose of the Tenant's Works or the construction, installation or carrying out the Tenant's Works (whether undertaken by the Tenant or the Landlord or any contractor on behalf of or at the direction of either the Tenant or the Landlord).

2.11 Definitions

For the purpose of this clause 2:

- (a) "Tenant's Works Period" means the period from which the Tenant's Works commence until to the date that all Tenant's Works have been completed; and
- (b) "Works Equipment" means those things used, or work undertaken by the Tenant or its contractors to construct the Tenant's Works but which will not form part of the Tenant's Works.

3. Environmental Matters

3.1 Tenant's Environmental Covenants

The Tenant must:

- (a) comply with all Environmental Laws including, without limitation, obtaining all necessary permits, authorisations and approvals required for the Tenant to carry out the Authorised Use on the Leased Premises;
- (b) take all practicable precautions to ensure that no Contamination of the Leased Premises or the Environment in the vicinity of the Leased Premises occurs;
- (c) not discharge into any stormwater drain any trade effluent, Hazardous Material or Waste, other than that which is authorised by the relevant Government Authority;
- (d) immediately notify the Landlord if:
  - (i) a Contamination Event occurs on the Leased Premises; or
  - (ii) an Environmental Notice is served on the Tenant;
- (e) if a Contamination Event occurs and irrespective of whether an Environmental Notice has been served on the Tenant, promptly take all

usual and reasonable actions at the Tenant's own cost and in accordance with best industry practice for the Remediation of the Leased Premises and any land in the vicinity of the Leased Premises to a condition, as far as practicable, as if the Contamination Event had not occurred;

- (f) at the Tenant's own cost, comply with every Environmental Notice issued in respect of, or arising from, the Tenant's occupation or use of the Leased Premises, whether the notice is served on the Landlord or the Tenant;
- (g) allow the Landlord and its employees and contractors:
  - (i) after receiving reasonable notice from the Landlord, access to the Leased Premises to conduct environmental audits or inspections from time to time; and
  - (ii) immediate access to the Leased Premises to conduct an inspection following a Contamination Event; and
- (h) pay the reasonable costs of any reputable environmental consultant appointed by the Landlord to undertake an inspection from time to time of the Leased Premises to verify the Tenant's compliance with this clause 3.

### 3.2 Remediate Contamination

- (a) Without limiting the Tenant's obligation under clause 3.1(e), the Tenant must ensure that at the expiration of the Term it has Remediated any Contamination of the Leased Premises or any land in the vicinity of the Leased Premises caused by the Tenant, to the reasonable satisfaction of the Landlord.
- (b) Subject to clause 3.2(e), not later than six months before the expiration of the Term, the Tenant must arrange for a reputable environment consultant approved by the Landlord (whose approval must not be unreasonably withheld) to:
  - (i) carry out an investigation of Contamination at the Leased Premises;
  - (ii) prepare a report with respect to any (if any) Contamination at the Leased Premises; and
  - (iii) prepare a Remediation Notice (if applicable).
- (c) Subject to clause 3.2(d), the Tenant must promptly carry out all the works specified in the Remediation Notice to the satisfaction of the Landlord, and at the Tenant's sole cost.
- (d) The Tenant is under no obligation to carry out remedial works in respect of Contamination of the Leased Premises shown to exist at the Commencement Date, except to the extent that the Tenant has disturbed the Contamination in a manner which creates a risk of harm to people or the Environment.
- (e) If this Lease is terminated by the Landlord prior to the expiration of the Term, the Landlord may:
  - (i) arrange for the investigation of Contamination referred to in clause 3.2(a) and for the preparation of a Remediation Notice (if applicable); and

(ii) carry out the works specified in the Remediation Notice, at the Tenant's expense, and the Tenant will indemnify the Landlord under clause 3.3(a).

(f) For the avoidance of doubt, this clause 3.2 is for the benefit of the Landlord and can only be waived by the Landlord.

### 3.3 Environmental Indemnity

(a) Without limiting clause 15 of the Lease the Tenant indemnifies the Landlord and the Landlord's employees in respect of all claims, judgments, orders, costs (including legal costs on a full indemnity basis) and expenses for which the Landlord is or may become liable in respect of or arising from the Tenant's breach of any of the Tenant's Environmental Covenants.

(b) Without limiting clause 3.3(a) above, in the event that the Tenant fails to promptly comply with its obligations under clauses 3.1(e), 3.1(f), 3.2(a), 3.2(b) or 3.2(c) the Landlord shall be at liberty to carry out all of the said obligations at the cost of the Tenant, which cost shall be recoverable from the Tenant on demand.

### 3.4 Event of Default and Essential Term

For the avoidance of doubt, a failure by the Tenant to perform or comply with any of its obligations under this clause 3 is an Event of Default and a breach of an essential term of the Lease.

### 3.5 Definitions

In this clause 3:

(a) "Contamination" means the affectation of land (including any surface water, ground water or other waters and airspace) by any matter or substance, including but not limited to a solid, liquid, gas, odour, heat, sound, vibration or radiation which:

(i) makes or may make such land or the surrounding Environment:

(A) unsafe or unfit for habitation or occupation by persons or animals;

(B) environmentally degraded; or

(C) not comply with any Environmental Law; or

(ii) otherwise gives rise to a risk or possible risk of harm to human health or the Environment;

(b) "Contamination Event" means any incident originating on the Leased Premises involving:

(i) any Contamination or likely Contamination of the Leased Premises, or the Environment in the vicinity of the Leased Premises; or

(ii) the unlawful disposal of Waste in a manner which harms or is likely to harm the Environment;

- (c) "Environment" means all components of the earth, including:
- (ii) land, air and water;
  - (iii) any layer of the atmosphere;
  - (iv) any organic or inorganic matter and any living organism including humans;
  - (v) human made or modified structures and areas;
  - (vi) the aesthetic characteristics of the components of the earth, including appearance, sound, odour, taste and texture; and
  - (vii) ecosystems with any combinations of the above;
- (d) "Environmental Law" means any law, whether statute or common law (including the laws of negligence and nuisance), concerning the Environment and includes laws concerning:
- (i) the carrying out of uses, works or development or the subdivision of land;
  - (ii) emissions of substances into the atmosphere, waters and land;
  - (iii) pollution and contamination of the atmosphere, waters and land;
  - (iv) production, use, handling, storage, transportation and disposal of:
    - (A) Waste;
    - (B) Hazardous Materials; and
    - (C) dangerous goods
  - (v) conservation, heritage and natural resources;
  - (vi) threatened and endangered and other flora and fauna species;
  - (vii) the erection and use of structures; and
  - (viii) the health and safety of people,
- whether made or in force before or after the date of this Lease;
- (e) "Environmental Notice" means any direction, order demand or other requirement to take any action or refrain from taking any action in respect of the Leased Premises or its use from any Government Authority in connection with any Environmental Law;
- (f) "Government Authority" means any state, federal or local government department or authority, government Minister, governmental, semi-governmental, administrative or judicial person or any other person (whether autonomous or not) charged with the administration of any applicable law;
- (g) "Hazardous Material" means material which, because it is toxic, corrosive, flammable, explosive or infectious or possesses some other dangerous characteristics, is potentially dangerous to the Environment when stored or handled or when any part of the Environment is exposed to it;

- (h) "Tenant's Environmental Covenants" means the Tenant's obligations under clause 3.1, together and each of them separately;
- (i) "Remediation" includes the investigation, cleanup, removal, abatement, disposal, control, containment, encapsulation or other treatment of Contamination and includes the monitoring and risk management of any Contamination, and "Remediated" and "remediate" has a corresponding meaning;
- (j) "Remediation Notice" means a statement of the works necessary to remediate any Contamination at the Leased Premises or the surrounding Environment to an appropriate standard;
- (k) "Waste" means any discarded, rejected, unwanted, surplus or abandoned substance whether or not:
  - (i) it is intentionally discarded;
  - (ii) it has a value or use; or
  - (iii) it is intended for sale, recycling, reprocessing, recovery or purification; and
- (j) A reference to "Tenant" also includes an Authorised Person.

4. Bank Guarantee

- 4.1 The Tenant must deliver to the Landlord on or before the Commencement Date a guarantee or unconditional performance bond from a trading bank conducting business in Australia in a form and on terms approved by the Landlord ("Bank Guarantee") in favour of the Landlord to secure payment to the Landlord of the amount specified in item 16 of Schedule 1 ("Security Amount").
- 4.2 If:
  - (a) the Tenant fails to pay Rent, the Outgoings or other moneys payable under this Lease on the due date; or
  - (b) there occurs any other default by the Tenant under this Lease,the Landlord may present the Bank Guarantee to the relevant bank to pay the Landlord the Security Amount without reference to the Tenant and despite any notice from the Tenant to the Bank not to pay the Landlord any money.
- 4.3 Within ten (10) Business Days (and no later) after the Landlord receives payment of the full amount of the Security Amount under the Bank Guarantee, the Tenant must deliver to the Landlord a further Bank Guarantee on substantially the same terms as the Bank Guarantee initially delivered to the Landlord under this clause.
- 4.4 Payment under the Bank Guarantee does not limit the rights of the Landlord under this Lease or operate as a waiver of the Tenant's default of any of the Tenant's Obligations under this Lease.
- 4.5 Any part of the amount paid under the Bank Guarantee subsequently determined by the Landlord to be in excess of the loss incurred by the

Landlord resulting from the Tenant's initial default, or any other default of the Tenant, will be paid to the Tenant after the Landlord determines the amount of the excess.

- 4.6 Not more than three (3) months after the expiration of the Lease Year in which Termination occurs if the Bank Guarantee has not become presentable under this clause 4, the Landlord will promptly release the Bank Guarantee to the bank provided that there is then:
- (a) no Rent, Variable Outgoings or other moneys payable under this Lease; and
  - (b) no act, matter or thing in respect of which the Landlord has or may have a claim against the Tenant.

5. Guarantee and indemnity

- 5.1 In consideration of the Landlord, at the request of the Guarantor, agreeing to enter into this Lease with the Tenant, the Guarantor:
- (a) guarantees to the Landlord the due and punctual observance and performance of the Tenant's Obligations; and
  - (b) indemnifies and keeps indemnified the Landlord against all losses, expenses, claims, and damages incurred or reasonably expected to be incurred by the Landlord by reason of any breach of the Tenant's Obligations.
- 5.2 The Guarantor's obligations under this Lease are an irrevocable and continuing guarantee and indemnity, and the Guarantor will not be wholly or partially released from the obligations of this clause 5 by any matter or thing, including without limitation:
- (a) the death, insolvency, bankruptcy, liquidation or mental incapacity of a Guarantor or any of them;
  - (b) the death, insolvency, bankruptcy, liquidation or mental incapacity of the Tenant;
  - (c) the avoidance of any payment by the Tenant or the Guarantor to the Landlord;
  - (d) the payment of money to the Landlord by any person;
  - (e) the performance, observance, non-performance or non-observation of any of the Tenant's Obligations;
  - (f) the granting of time or other indulgence or consideration by the Landlord to any person;
  - (g) the Landlord failing or neglecting to exercise any of the Landlord's rights under this Lease;
  - (h) any act, omission, laches or default on the part of the Landlord which would affect the liability of any person to the Landlord but for this provision; or

- (i) any act or omission of the Landlord which results, or might result, in prejudice to a Guarantor or any of them.
- 5.3 This Lease is enforceable against the Guarantor and the Guarantor is liable under this Lease notwithstanding any claims that the Landlord is estopped from enforcing any term of this Lease, or that the Tenant has any other defence against an action by the Landlord to enforce any term of this Lease, and binds the Guarantor until the Tenant is released from its obligations under this Lease.
- 5.4 The Guarantor's obligations under this Lease are principal obligations and are not ancillary or collateral to any other obligation or instrument.
- 5.5 If the Landlord is unable to recover from any person any money owing under this Lease, or to enforce a remedy for any other breach of the Tenant's Obligations, the Guarantor also agrees to pay the Landlord on demand the loss, damage, costs and expenses suffered or incurred by the Landlord in respect of the breach of those covenants and the other provisions of this Lease apply as far as is possible to the indemnity conferred on the Landlord by this clause.
- 5.6 This guarantee and indemnity:
- (a) continues until the Tenant has performed all the Tenant's Obligations and while the Tenant occupies or is entitled to occupy the Leased Premises in any manner whatever;
  - (b) extends to the obligations of any assignee of the Tenant's interest under this Lease and of any sub-tenant;
  - (c) extends to all extensions of this Lease and any new lease of the Leased Premises granted to the Tenant or an assignee of the Tenant's interest under this Lease or any sub-tenant; and
  - (d) extends to claims by the Landlord for any liability arising from the repudiation of this Lease and any default under this Lease by the Tenant, and any action taken by the Landlord as a result of a default including the Landlord re-entering the Leased Premises or terminating this Lease.
- 5.7 The Guarantor may not, without the Landlord's consent:
- (a) raise a set-off or counterclaim available to the Guarantor against the Tenant in reduction of the Guarantor's liability under this clause;
  - (b) prove or claim in any bankruptcy, liquidation, arrangement or assignment of or in relation to the Tenant until the Landlord has received 100 cents in the dollar in respect of the money owing by the Tenant under this Lease and the Guarantor holds in trust for the Landlord any such proof or claim or any dividend received by the Guarantor from such proof or claim; or
  - (c) claim to be entitled to the benefit of any other security held by the Landlord in connection with this Lease, whether because of the rules of contribution, indemnity, subrogation, marshalling or for any other reason.

- 5.8 If a payment to the Landlord in connection with this Lease is void or voidable under laws relating to insolvency or protection of creditors the Landlord remains entitled to the rights against the Guarantor which the Landlord had under this clause before that payment was made.
- 5.9 The Guarantor acknowledges that the parties intend that the Lease may not be registered pursuant to the *Transfer of Land Act 1893 (WA)*.
- 5.10 The Guarantor hereby warrants to the Landlord that where the Tenant has executed or shall execute this Lease pursuant to any Memoranda and/or Articles of Association and/or Constitution, trust deed, will, deed of settlement, or other instrument whatsoever ("Instrument") the Tenant has done or prior to executing this Lease shall do, all acts, matters and things required by the Instrument or otherwise to ensure that each such party has validly executed or shall validly execute this Lease and shall be bound hereby in accordance with the terms of this Lease and the Guarantor hereby agrees unconditionally that he shall indemnify and keep indemnified the Landlord from and against all losses, costs, claims, expenses and damages of any nature whatsoever directly or indirectly incurred or reasonably expected to be incurred by the Landlord from or out of the breach of any of the warranties contained in this clause 5.10.
- 5.11 If the Guarantor comprises more than 1 person, the obligations of each Guarantor are joint and several.
- 5.12 In this clause 5, a reference to:
- (a) "Guarantor" means each Guarantor listed in item 15 of Schedule 1;
  - (b) "this Lease" includes any tenancy or other right of any kind by which the Tenant occupies or is entitled to occupy the Leased Premises; and
  - (c) "Tenant's Obligations" means each covenant, obligation and duty contained or implied in this Lease or any other instrument by which the Tenant occupies any part of the Land or Leased Premises or required by law to be performed by the Tenant or any Authorised Person
- 5.13 The Landlord may assign the rights under, and the benefit of, the obligations of the Guarantor under this Lease.

**EXECUTED BY THE PARTIES AS A DEED**

**EXECUTION BY THE LANDLORD:**

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

\_\_\_\_\_  
SHIRE PRESIDENT  
Print Name:

\_\_\_\_\_  
Chief Executive Officer  
Print Name:

**EXECUTION BY THE TENANT:**

EXECUTED for and on behalf of )  
**BP AUSTRALIA PTY LTD** )  
**(ACN 004 085 616)** )  
by authority of its Directors )  
in accordance with section 127 of the )  
*Corporations Act 2001 (Cth)* )

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

\_\_\_\_\_  
Name of Director

\_\_\_\_\_  
Name of Director/Secretary

**ANNEXURE "A"**

**PLAN WHICH IDENTIFIES LEASED PREMISES**

*DRAFT for discussion purposes only*

C:\Airport Support Officer\Leases\Air BP Lease\BP Lease (part premises non retail) DRAFT 14.01.09 (clean).doc

Civic Legal

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## 12.4.2 PROPOSED LANDCORP WEABER PLAIN LIA GUIDELINES (8597) (8598)

<b>DATE:</b>	17 March 2009
<b>PROPONENT:</b>	Shire Of Wyndham East Kimberley
<b>LOCATION:</b>	Weaber Plain Light Industrial Area Subdivision
<b>AUTHOR:</b>	Julia Hall Town Planning Support Officer
<b>REPORTING OFFICER:</b>	Peter Stubbs Chief Executive Officer
<b>FILE NO:</b>	43.04.03
<b>ASSESSMENT NO:</b>	N/A

### **PURPOSE**

For Council to consider the adoption of the proposed guidelines, for the Weaber Plain Light Industrial Area Subdivision, and endorse the guidelines as a Development Control Policy.

### **BACKGROUND**

LandCorp has developed design guidelines for the Weaber Plain Road Light Industrial subdivision.

Draft Design Guidelines for the Weaber Plain LIA subdivision were received from Landcorp by Shire Officers on 3 December 2008. At a meeting with Landcorp on 8 December 2008, Shire officers made some comments and recommendations regarding the draft Design Guidelines.

LandCorp made the appropriate amendments and the revised guidelines were subsequently submitted to the Shire on 23 December 2008. The revised guidelines were presented and discussed at the February 2009 Council Briefing session. A copy of the Design Guidelines is attached. (Please see Attachment 1)

At the Briefing Session, a number of concerns were expressed, by elected members, that have subsequently been discussed with Landcorp and an amendment to the documentation has been made. The amendment related to the delineation of street lighting. A copy of the document confirming the amendment is attached. A copy of the email document confirming the amendment is attached. (Please see Attachment 2)

The structure of the documentation caused some concerns as it was initially interpreted that the "best practice" options were "mandatory"

The guidelines address mandatory design aspects and issues such as:

- Building Form, Character & Details
- Site Coverage
- Building Setbacks and location
- Lighting
- Water Heating
- Water Management
- Roofing and Cladding
- Insulation

- Car Parking
- Landscaping

The guidelines address best practice design aspects and issues such as

- Building Setbacks and location
- Lighting
- Rain Water Tanks
- Cross Ventilation
- Roofing and Cladding
- Light Pollution
- Air Conditioning
- Car Parking
- External Service and Storage Areas
- Fencing
- Landscaping
- Signage
- Plant & Equipment
- Outbuildings and Other Structures
- Checklist
- Recommended Species List (flora)

These guidelines form the basis of additional development control to achieve a high standard of development that meet best practice standards for sustainability, and are an amended version of previous development guidelines for Light Industrial Areas in regional Western Australia.

It is considered that the guidelines are performance based design criteria, and will result in best practice design and construction. Similar guidelines are used widely in metropolitan and regional centres by private developers, and the provisions are accepted as effective design controls to achieve high standard development.

### **STATUTORY IMPLICATIONS**

Nil

### **POLICY IMPLICATIONS**

Councils Town Planning Scheme No 7 - Kununurra and Environs allows for the adoption of policies. Adopting policies under a Town Planning Scheme allows for transparency and consistency when dealing with applications, and also allows enforceability under the Town Planning and Development Act. Policies do not bind Council in the same way as Scheme provisions do, however, Council is required to have due regard for policies when making determinations

### **FINANCIAL IMPLICATIONS**

Nil

### **STRATEGIC IMPLICATIONS**

Nil

## **COMMUNITY CONSULTATION**

Nil

## **COMMENT**

The guidelines contain relatively simple development controls and best practice recommendations that will be enforced via contract of sale conditions, and once adopted as policy, also as conditions of development approval.

The design guidelines comprise of development and sustainability guidelines, and built form controls, that are defined as mandatory requirements or best practice options.

Please note, that the mandatory requirements within the guidelines are generally already required under either the Town Planning Scheme No 7 – Kununurra and Environs or the Building Code of Australia. Therefore the guidelines also set out some of the requirements and approvals process for development within the LIA.

The adoption of the guidelines as policy is supported by staff and is recommended for approval.

## **ATTACHMENTS**

Attachment 1 Design guidelines Weaber Plain Light Industrial Area

Attachment 2 Email from Landcorp confirming amendment

## **VOTING REQUIREMENT**

Simple majority

## **OFFICER'S RECOMMENDATION**

1. That Council adopt the Weaber Plain Light Industrial Area Subdivision Design Guidelines Policy.
2. That Council advertise the proposed adoption of the Weaber Plain Road Light Industrial Area Subdivision Design Guidelines Development Control Policy in accordance with the provisions of Clause 12.6.4 of Town Planning Scheme No 7 - Kununurra and Environs.

## **COUNCIL DECISION**

***Minute No. 8596***

***Moved:Cr D Ausburn  
Seconded:Cr K Torres***

**1. That Council adopt the Weaber Plain Light Industrial Area Subdivision Design Guidelines Policy.**

**2. That Council advertise the proposed adoption of the Weaber Plain Road Light Industrial Area Subdivision Design Guidelines Development Control Policy in accordance with the provisions of Clause 12.6.4 of Town Planning Scheme No 7 - Kununurra and Environs.**

**AMENDMENT MOVED**

**Minute No: 8597**

**Moved:Cr R Boshammer**

**Seconded:Cr J Parker**

**That Council moves the officer's recommendation with the removal of Mandatory Requirements 3.2 from the Sustainability Guidelines**

**CARRIED UNANIMOUSLY: (8/0)**

**Explanation of why removed - The ammended motion becomes the substantive motion.**

**Minute No: 8598**

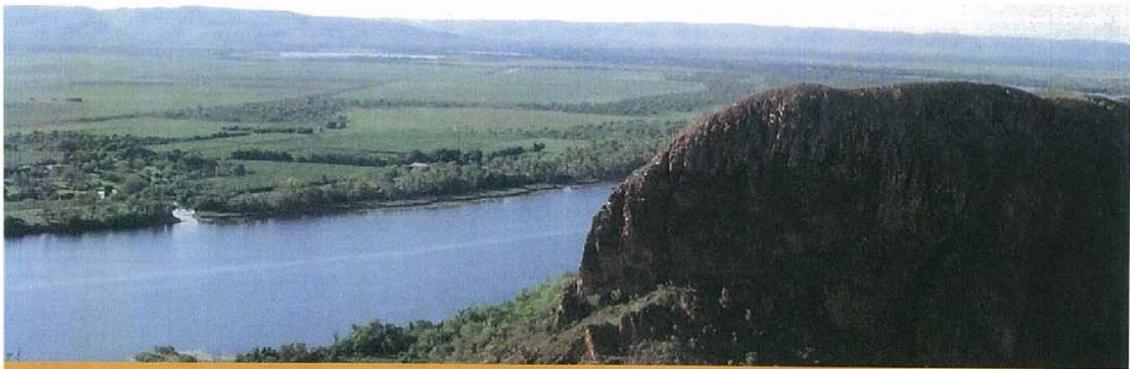
**Moved:Cr R Boshammer**

**Seconded:Cr K Wright**

**1. That Council adopt the Weaber Plain Light Industrial Area Subdivision Design Guidelines Policy with the removal of Mandatory Requirements 3.2 from the Sustainability Guidelines.**

**2. That Council advertise the proposed adoption of the Weaber Plain Road Light Industrial Area Subdivision Design Guidelines Development Control Policy in accordance with the provisions of Clause 12.6.4 of Town Planning Scheme No 7 - Kununurra and Environs.**

**CARRIED UNANIMOUSLY**



Weaber Plain  
Light Industrial Area  
KUNUNURRA

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## DESIGN GUIDELINES



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Document Issue and Control

revision	date	author	control/approved	issued to	issued for:
001	11.11.2008	CD	kw	LC	comment
002	12.12.2008	CD	kw	LC	modified from comments by shire, modified "mandatory" to "best practice"

CODA (CD), LandCorp (LC), (SWEK) Shire of Wyndham East Kimberly

# 1. INTRODUCTION

## INDUSTRIAL PARK AT KUNUNURRA

**THE WEAVER PLAIN LIGHT INDUSTRIAL AREA IS A STATE GOVERNMENT INITIATIVE IMPLEMENTED BY THE WESTERN AUSTRALIAN LAND AUTHORITY TRADING AS LANDCORP. LANDCORP IS WORKING TO ENSURE THE GROWTH OF INDUSTRY WITHIN TOWNSITES ACROSS REGIONAL WESTERN AUSTRALIA.**

These development guidelines provide "easy to apply" planning criteria ensuring that a consistently high standard of development is maintained from the earliest buildings through to the final stages of development.

The blend of well designed buildings and quality landscaping will contribute to the Weaver Plain Light Industrial Area being a pleasant and productive working environment which should assist developers and owner occupiers in maximising rents and property values.

These guidelines have been created specifically for the Weaver Plain Light Industrial Area, and are an amended version of previous Development Guidelines for Light Industrial Areas in regional Western Australia.

### KEY OBJECTIVES

The key objectives of the development guidelines are:

- To supplement economic activity through the release of additional industrial land within the Shire of Wyndham East Kimberley in support of the local economy.
- To ensure that all development meets best practice standards for sustainable development given the project's close proximity to Mirima National Park.
- To avoid unsightly and poorly planned industrial buildings in order to protect the investment of all developers and owners; and
- To achieve greater sustainability within the development through climate responsive siting, energy and water efficient design and fitout.

### OUR ENVIRONMENT

Kununurra's climate is arid-tropical with summer heralding the onset of the wet season.

Morning breezes come from all directions, however afternoon breezes in summer and winter are consistently from the South East. The weather is mild from April through September, and hot from December through September.

These unique environmental conditions have influenced the Design Guidelines for the Weaver Plain Light Industrial Area.

## 2. DEVELOPMENT GUIDELINES

By adhering to these guidelines the Weaber Plain Light Industrial Area will be **recognisable for its climate appropriate and site sensitive built form outcomes.**

### 2.1 BUILDING CODE OF AUSTRALIA

All construction must comply with the current Building Code of Australia.

### 2.2 TOWN PLANNING SCHEME

The Town Planning Scheme applies and should be read in conjunction with these guidelines.

### 2.3 APPROVAL

Planning Approval is required by the Shire of Wyndham-East Kimberly under the provisions of the Town Planning Scheme No 7 Kununurra and Environs, and a Building Licence is required prior to construction commencing on any site.

### 2.4 BUILT FORM CHARACTER & DETAIL

#### MANDATORY REQUIREMENT

The following principles are a guide to the development of an appropriate architectural character and aim to achieve a good standard of building design throughout the estate.

Building frontage and entry

- The front elevation must be designed to address the street
- The main entrance is to be on the front elevation or close to the front of the building, clearly visible from the street; and
- Entrance points to buildings must provide protection for pedestrians by means of a substantial integrated building element such as a veranda, canopy or colonnade.

### 2.5 SITE COVERAGE

#### MANDATORY REQUIREMENT

- Site coverage and plot ratio is to be in accordance with Local Authority Scheme Text requirements and determined by setbacks, landscaping, parking and the Building Code of Australia requirements.

### 2.6 BUILDING SETBACKS & LOCATION

Setbacks should be established giving consideration to:

The general streetscape, adjoining properties and buildings, solar aspect and prevailing breezes; and the bulk of the development.

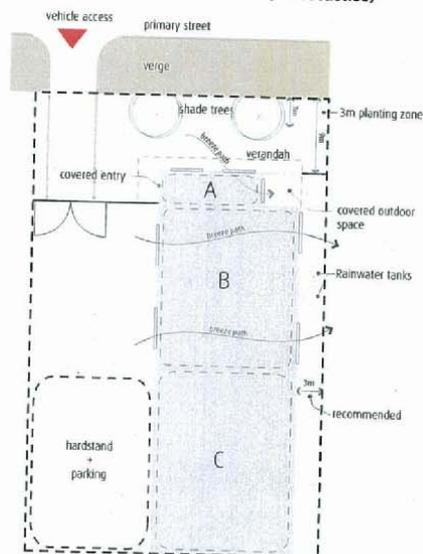
#### MANDATORY REQUIREMENTS

- Setbacks to conform to TPS of the shire & relevant BCA provisions.
- Minimum Front / Primary Street Setback 9m
- Maximum Front / Primary Street Setback 9m
- Development shall occur at the front of the lot as indicated in the diagram adjacent, with "ZONE A and B" being built before any works can occur to the rear of the lot.

#### 'BEST PRACTICE' OPTION

- A minimum setback of 3 metres to the side setback of any structure within 30m of the front boundary line, to allow for cross ventilation and side glazing. Cross ventilation will remove heat buildup and side glazing can reduce heat gain by minimizing the need for overhead sky lights.

Fig. 1: SITE and STAGING DIAGRAM (Best Practice)



A - Entry/Administration/Showroom/Staff facilities  
 B - Workshop/Warehouse/Hardstand  
 C - Store/Open yard (Careful screening required)

## 3. SUSTAINABILITY GUIDELINES

By adhering to these guidelines the **Kununurra Industrial Park development** will **minimise adverse environmental effects** associated with **development and industrial activity**.

### 3.1 LIGHTING

#### MANDATORY REQUIREMENT

The following requirements are mandatory and must be incorporated within any proposed development:

- High efficiency light systems (e.g. T5 Triphosphor Fluorescent);

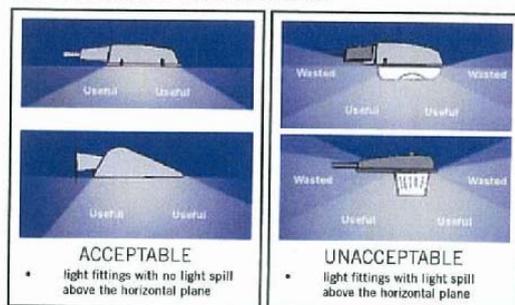
#### 'BEST PRACTICE' OPTION

Small initial outlay on high-efficacy lamps, and smart management systems can achieve significant energy cost saving.

- Outdoor lights on motion detectors where appropriate.
- Lighting management system.

Lighting Management Systems can cut a buildings electrical load by monitoring the presence of occupants and natural light levels, enabling the automatic dimming or switching of lighting systems. Daylight/occupancy control systems provide an average of a 5year PAYBACK period on installation.

Fig. 2: EXAMPLES OF OUTDOOR LIGHTING



### 3.2 WATER HEATING

#### MANDATORY REQUIREMENTS

- Systems must be high efficiency solar, heat pump or gas.

### 3.3 WATER MANAGEMENT

#### MANDATORY REQUIREMENTS

The supply of potable water in WA is a critical issue. To reduce demand;

- All tap fittings other than bath outlets and garden taps must be minimum 4 stars WELS rated.
- All sanitary flushing systems must be a minimum 4 stars WELS rated dual flush.

Landscape Areas (water reticulation)

- Low flow trickle dripper systems, or coarse sprays are required on programmable controller or timer system.

### 3.4 RAIN WATER TANKS

#### 'BEST PRACTICE' OPTIONS

- Capacity for storage of at least 10 000L of rainwater to be installed to collect runoff from roof surfaces. Collected water to be used for irrigation or plumbed for toilet flushing.
- Due to the large capture area offered by factory/shed roofs, owners are encouraged to install extra tanks to harvest rainwater for irrigation and industrial purposes to reduce reliance on scheme water.

### 3.5 CROSS VENTILATION

#### 'BEST PRACTICE' OPTION

- Offices are encouraged to have windows on two sides to allow breeze paths to remove heat buildup overnight.
- Adequate shading is required to all windows to avoid excessive heat gain through glazing, eg covered verandah.

### 3.6 ROOFING & CLADDING MATERIAL

#### MANDATORY REQUIREMENTS

- Roof sheeting colours with a solar absorptency rating greater than 0.55 are prohibited
- Due to its reflective nature and glare issues zincalume is also prohibited.

#### 'BEST PRACTICE' OPTION

Paler colours reduce heat gain on the interior of buildings, minimising loads on mechanical cooling devices and saving on energy costs.

- Very light coloured roofing materials with a solar absorptency of less than 0.35, as classified in the BCA, is encouraged (ie. Classic Cream, Surfmist, Paperbark, Evening Haze, Shale Grey, Sandbank, Dune)

### 3.7 LIGHT POLLUTION

Measures to maintain the luminance of the stars in the night sky by avoiding unnecessary scattered uplight from poorly designed artificial light fixtures.

#### 'BEST PRACTICE' OPTION

- All outdoor, carpark or security lighting is to be directed downwards with no light spill above the horizontal plane.

### 3.8 AIR CONDITIONING

#### 'BEST PRACTICE' OPTIONS

- If installing an air-conditioning system, inverter split systems are encouraged.
- All air conditioning systems shall have a minimum energy rating of 5 stars and be sized to match the affected spaces.
- Consideration should be made to zoning so that parts of the office that aren't being used can be closed off and only air-conditioned when in use. eg lunch room.

### 3.9 INSULATION

#### MANDATORY REQUIREMENTS

- Office spaces must be insulated to the standards under the BCA for climate zone 1.

## 4. BUILT FORM CONTROLS

### 4.1 CAR PARKING

The number of car parking bays required will be in accordance with the Local Authority Scheme Text.

To aid in the achievement of a harmonious streetscape, parking and hard standing is encouraged at the side and rear of developments. Adjoining blocks are also encouraged to share side access ways thus increasing the space available for larger turning circles for heavy and reticulated vehicles.

Street parking is discouraged within the area: the service roads are likely to be used by large trucks and other heavy

vehicles and street parking would impede manoeuvrability and safety.

Roadways and parking within a development must be planned to achieve the following:

- Separation of service/haulage vehicles from visitor and staff parking areas;
- Provide clear paths for pedestrian movement separate from areas of frequent vehicular movement.

### 4.2 EXTERNAL SERVICE & STORAGE AREAS

#### 'BEST PRACTICE' OPTION

- Service, storage and bin areas should be screened from the street. Landscaping, fencing and gates can be utilised to screen these areas.

### 4.3 FENCING

#### 'BEST PRACTICE' OPTION

- Security fencing is permitted along side and rear boundaries. The use of fencing is black PVC coated galvanised link mesh with black support members is encouraged.
- Fencing should not be closer than 9m from front boundary.

### 4.4 LANDSCAPING

#### MANDATORY REQUIREMENT

The following mandatory requirements must be addressed by purchasers:

- A landscaping plan is required to be submitted with plans for development approval.

#### 'BEST PRACTICE' OPTION

- A minimum 3 metre landscaping strip should be provided to any primary frontage;
- If available Plant species shall be selected from those listed in Appendix B;
- A minimum of two shade trees should be included in the primary frontage landscaping.
- Landowners and developers should use, where available, topsoil and mulch from stockpiles on the estate;
- Landscaping installed by owners/occupiers should continue the landscaping theme and character of the area; and
- To retain the benefits of good quality landscaping, it is essential that maintenance is carried out regularly by a qualified landscape professional to both verge and lot areas.

### 4.5 SIGNAGE

#### 'BEST PRACTICE' OPTION

- Signs attached to the buildings shall be designed to be an integrated part of the building, eg recessed into the facade, fascia or awning.
- One free standing or composite sign only per lot.
- Where multiple occupancy is proposed, the composite sign may have one panel per occupancy.
- Please refer measure 3.1 and 3.7 for signage lighting controls.

#### **4.6 PLANT & EQUIPMENT**

##### **'BEST PRACTICE' OPTION**

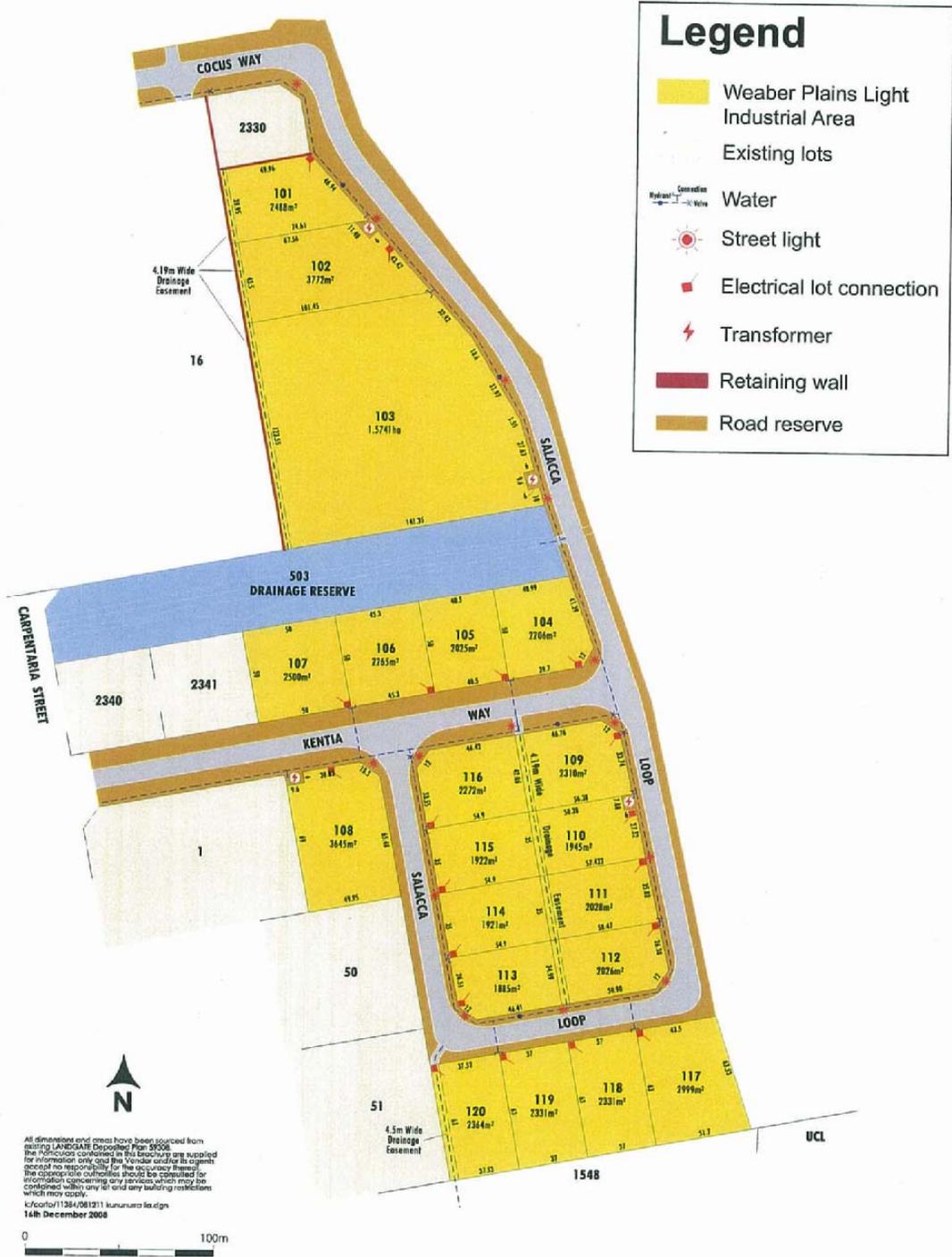
- All plant and equipment should be screened or remote from public areas, particularly from the street.

#### **4.7 OUTBUILDINGS & OTHER STRUCTURES**

##### **'BEST PRACTICE' OPTION**

Where there are numerous separate buildings on the site, the design of each should be considered with the whole of site planning so that they may present as an integrated development; where possible, future expansion and staging should be considered so as to integrate these buildings. Also, use of colours, form and materials should be consistent amongst all these buildings.

# SUBDIVISION PLAN



# 5. APPENDICES

## APPENDIX A - CHECKLIST

APPLICANT:		LOT NO:	
planning/evaluation issue	applicant compliance Y/N	shire compliance Y/N	comments
Complies with BCA			
Complies with TPS 7			

### BUILT FORM CHARACTER & DETAIL

Front elevation addresses the street			
Main entrance to front of building			
Covered entry			

### SITE COVERAGE/PLOT COVERAGE

Complies with TPS 7 & BCA			
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### BUILDING SETBACKS & LOCATION

Complies with TPS 7, 9m MIN / MAX setback			
Complies with BCA			

### BUILDING SETBACKS & LOCATION (BEST PRACTICE)

3m side setback			
-----------------	--	--	--

### LIGHTING

High efficiency light system			
------------------------------	--	--	--

### WATER HEATING

High efficiency solar or gas system			
-------------------------------------	--	--	--

### WATER MANAGEMENT

4 Star rated WELS water fittings			
4 Star rated WELS water flushing suites			
Programmable efficient irrigation system			

### RAIN WATER TANKS (BEST PRACTICE)

min 10 000L rain water tank			
Plumbed to toilets or irrigation			

### ROOFING AND CLADDING MATERIALS

Less than 0.55 solar absorbcency			
No zinalume permitted			

## APPENDIX A - CHECKLIST - continued

planning/evaluation issue	applicant compliance Y/N	shire compliance Y/N	comments
---------------------------	-----------------------------	-------------------------	----------

### LIGHT POLLUTION (BEST PRACTICE)

No light spill above the horizontal plane			
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### AIR CONDITIONING (BEST PRACTICE)

Inverter Split System			
5 Star energy rating			

### INSULATION

Meets BCA requirements			
------------------------	--	--	--

### CAR PARKING

Separate service & visitor/staff parking			
Clear pedestrian paths			

### EXTERNAL SERVICE & STORAGE AREA (BEST PRACTICE)

Screened bin store & service areas			
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### FENCING (BEST PRACTICE)

Min black PVC coated link mesh			
Min 9m set back			

### LANDSCAPING

Landscaping plan with submission			
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### PLANT & EQUIPMENT (BEST PRACTICE)

Screened or out of view			
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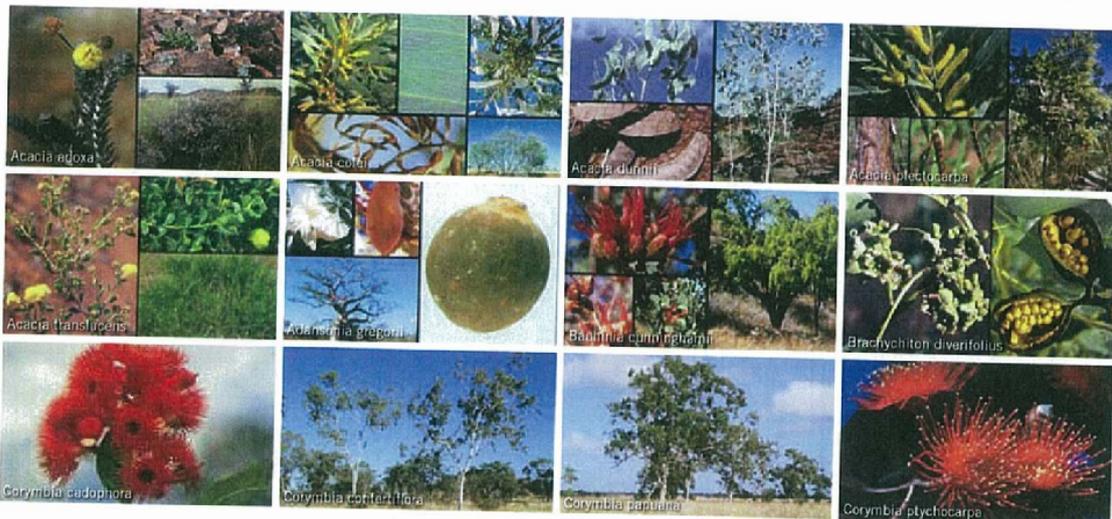
### OUTBUILDINGS (BEST PRACTICE)

Caretakers residence complies with TPS 7			
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## APPENDIX B - RECOMMENDED SPECIES LIST

### ENDEMIC STREET/VERGE TREES

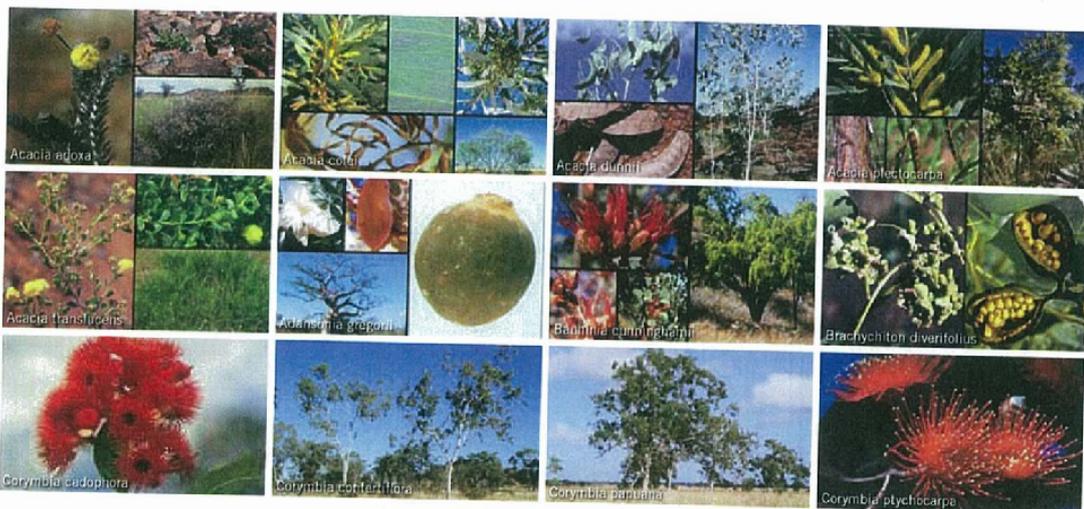
CODE	Scientific Name	Common Name	Height	Spread/Description	Flower	Habitat	Planting Rate (per m <sup>2</sup> )
AGR	<i>Adansonia gregorii</i>	Boab	5-15m	tree with swollen trunk and spreading branches, Deciduous tree, grey to brown trunk bottle-shaped.	Large white, cream, Dec-May.	Sandy & loamy soils	single/group 3-5 per 10m <sup>2</sup>
APL	<i>Acacia plectocarpa</i>		2-10(-12)m	"Often spindly shrub or tree, rough, fissured, grey bark.	Yellow, Mar-Jun.	Well drained sites	single/group 3-5 per 10m <sup>2</sup>
CCO	<i>Corymbia confertiflora</i> (previously <i>eucalyptus confertifolia</i> )	Cabbage Gum	3-12(-15)m	Tree, bark rough, tessellated over lower part, smooth white above.	Cream, white, Sep-Dec.	Sandy loam, skeletal soils over sandstone or basalt. Outcrops, along creeks, gullies	single/group 3-5 per 10m <sup>2</sup>
CPA	<i>Corymbia papuana</i> (previously <i>eucalyptus</i> )		8-15m	spreading crown, drooping leaves, smooth, white, deciduous bark,	Small, creamy, white Sep-Dec.	Lowland streams, seasonally flooding	single/group 3-5 per 10m <sup>2</sup>
EHE	<i>Eucalyptus herbertiana</i>	"Kalumburu Gum	4-8(-10)m	Multi stemmed mallee or slender tree, bark smooth, powdery white/ salmon pink.	Cream, Jan, May-Oct.	Skeletal soils. Sandstone outcrops, escarpments & rocks, base of ridges, hillsides.	single/group 3-5 per 10m <sup>2</sup>
EPA	<i>Eucalyptus pantoleuca</i>	Round Leaved Gum	5-12m	Twisted habit, smooth white/salmon bark, shedding.	Yellow, white. Jul/Nov.	Alluvium, sandy loam, yellow/red sand. Hillslopes, creek sides.	single/group 3-5 per 10m <sup>2</sup>
MAR	<i>Melaleuca argentea</i>	"Silver Cadjeput	3-18(-25)m	Tree or shrub (rarely), silvery leaves	Bottle brush type flowers, yellow, cream, white, Jul-Nov.	Alluvium, sand or clay, sometimes saline. Along watercourses, swamps.	single/group 3-5 per 10m <sup>2</sup>
MLE	<i>Melaleuca leucadendra</i>		(5-)10-30m	Tree, dense spreading crown.	Bottle brush type, green, cream, white, May-Oct.	Sand, alluvium, sandstone. Along watercourses, swamps.	single/group 3-5 per 10m <sup>2</sup>
NOR	<i>Naucleria orientalis</i>	Leichhardt Pine	10-20m	Tree, dense crown, partly deciduous, large glossy dark green leaves, aromatic flowers and fruits, fast growing	Yellow, May-Nov.	Peaty soils. Along creeks & rivers, fresh water streams	single/group 3-5 per 10m <sup>2</sup>



## APPENDIX B - RECOMMENDED SPECIES LIST

### ENDEMIC STREET/VERGE TREES

CODE	Scientific Name	Common Name	Height	Spread/Description	Flower	Habitat	Planting Rate (per m <sup>2</sup> )
AGR	<i>Adansonia gregorii</i>	Boab	5-15m	tree with swollen trunk and spreading branches, Deciduous tree, grey to brown trunk bottle-shaped.	Large white, cream, Dec-May.	Sandy & loamy soils	single/group 3-5 per 10m <sup>2</sup>
APL	<i>Acacia plectocarpa</i>		2-10(-12)m	"Often spindly shrub or tree, rough, fissured, grey bark,	Yellow, Mar-Jun,	Well drained sites	single/group 3-5 per 10m <sup>2</sup>
CCO	<i>Corymbia confertiflora</i> (previously <i>eucalyptus confertifolia</i> )	Cabbage Gum	3-12(-15)m	Tree, bark rough, tessellated over lower part, smooth white above.	Cream, white, Sep-Dec.	Sandy loam, skeletal soils over sandstone or basalt. Outcrops, along creeks, gullies	single/group 3-5 per 10m <sup>2</sup>
CPA	<i>Corymbia papuana</i> (previously <i>eucalyptus</i> )		8 - 15m	spreading crown, drooping leaves, smooth, white, deciduous bark,	Small, creamy, white Sep-Dec.	Lowland streams, seasonally flooding	single/group 3-5 per 10m <sup>2</sup>
EHE	<i>Eucalyptus herbertiana</i>	"Kalumburu Gum	4-8(-10)m	Multi stemmed mallee or slender tree, bark smooth, powdery white/ salmon pink.	Cream, Jan, May-Oct.	Skeletal soils. Sandstone outcrops, escarpments & rocks, base of ridges, hillsides.	single/group 3-5 per 10m <sup>2</sup>
EPA	<i>Eucalyptus pantoleuca</i>	Round Leaved Gum	5-12m	Twisted habit, smooth white/salmon bark, shedding.	Yellow, white. Jul/Nov.	Alluvium, sandy loam, yellow/red sand. Hillslopes, creek sides.	single/group 3-5 per 10m <sup>2</sup>
MAR	<i>Melaleuca argentea</i>	"Silver Cadjeput	3-18(-25)m	Tree or shrub (rarely), silvery leaves	Bottle brush type flowers, yellow, cream, white, Jul-Nov.	Alluvium, sand or clay, sometimes saline. Along watercourses, swamps.	single/group 3-5 per 10m <sup>2</sup>
MLE	<i>Melaleuca leucadendra</i>		(5)-10 - 30m	Tree, dense spreading crown.	Bottle brush type, green, cream, white, May-Oct.	Sand, alluvium, sandstone. Along watercourses, swamps.	single/group 3-5 per 10m <sup>2</sup>
NOR	<i>Nauclea orientalis</i>	Leichhardt Pine	10 - 20m	Tree, dense crown, partly deciduous, large glossy dark green leaves, aromatic flowers and fruits, fast growing	Yellow, May-Nov.	Peaty soils. Along creeks & rivers, fresh water streams	single/group 3-5 per 10m <sup>2</sup>



**ENDEMIC P.O.S TREES**

CODE	Scientific Name	Common Name	Height	Spread/Description	Flower	Habitat	Planting Rate (per m <sup>2</sup> )
APL	<i>Acacia plectocarpa</i>		2-10(-12) m	"Often spindly shrub or tree, rough, fissured, grey bark,	Yellow, Mar-Jun,	Well drained sites	single/group 3-5 per 10m <sup>2</sup>
EAP	<i>Eucalyptus apodophylla</i>	White Bark	6-20m	Ascending open crown (tall and thin), partly deciduous, smooth, white bark, blueish leaves,	small cream to green flowers Jul - Oct.	Low lying drainage areas, seasonally flooded. Sand, clay, loam, sandstone. Outcrops, swamps, creek banks, seasonally inundated flats.	single/group 3-5 per 10m <sup>2</sup>
ECA	<i>Eucalyptus camaldulensis</i>	River Gum	10 - 20m	Graceful tree, spreading crown, smooth white, deciduous bark	Small cream/ white, Jul-Feb.	Alluvium, sand, rocky deep red sand. Along watercourses, billabongs, river banks, seasonal creeks	single/group 3-5 per 10m <sup>2</sup>
EMI	<i>Eucalyptus miniata</i>	Woollybutt	6 - 20m	Tree, bark rough, dark, fibrous-flaky on lower trunk and smooth white to cream on upper and branches, spreading crown,	Orange, red, May-Sep.	Sandy soils over sandstone or quartzite. Plains, rocky hills.	single/group 3-5 per 10m <sup>2</sup>
CPT	<i>Corymbia ptychocarpa</i>		4.5-18(-20) m	Tree, rough brown to grey bark, tessellated, spreading crown and drooping branches,	Large white, pink or red. Feb-May.	Sand, alluvium. Along watercourses, near springs	single/group 3-5 per 10m <sup>2</sup>

**ENDEMIC BUSHLAND REVEGETATION LARGE SHRUBS**

CODE	Scientific Name	Common Name	Height	Spread/Description	Flower	Habitat	Planting Rate (per m <sup>2</sup> )
AAD	<i>Acacia adoxa</i>		0.1-1.2 m	Shrub, high	Yellow, Apr-Oct.	Red sandy soils, sandstone, ironstone gravel. Coastal sand dunes, stony plains & ridges	2 per m <sup>2</sup>
ACO	<i>Acacia colei</i>		1.5-9m	Erect, spreading shrub or tree,	Yellow, May-Sep.	Stony soils, clay loam. Sandplains, stony ridges, floodplains, drainage lines	single/group 3-5 per 10m <sup>2</sup>
ADU	<i>Acacia dunnii</i>	Elephant Ear Wattle	1.5-6 m	Erect, slender, pruinose shrub or tree, fast growing, large leaves, powder white stems	Showy yellow, Jan-Jun.	Skeletal soils over sandstone, basalt or quartzite. Ridges, stony hills, amongst rocks.	single/group 3-5 per 10m <sup>2</sup>
ATR	<i>Acacia translucens</i>		0.5-3 m	Low, spreading, multi-branched or sometimes erect & slender shrub,	Yellow, Mar-Nov.	Red sand, shallow soils over sandstone	1 per 1.5m <sup>2</sup>
GAU	<i>Gossypium australe</i>	Native Cotton	0.5-3 m	Shrub, fast growing branching, dull green leaves, greyish brown stems	Blue, purple, pink, Apr-Oct.	Red, often sandy soils	1 per 1.5m <sup>2</sup>
GHE	<i>Grevillea heliosperma</i>	Rock Grevillea	2.5-8 m	Small, spreading, sparingly branched, sometimes lignotuberous, tree or shrub,	Fl. pink, red, Jan-Jul/Oct.	Sandy clay, red loam, commonly on sandstone or laterite. Rocky hillsides, plateaus, other rocky sites	single/group 3-5 per 10m <sup>2</sup>
GPY	<i>Grevillea pyramidalis</i>	Casutic Bush	2-6 m	Tree or shrub,	white, cream, yellow, May-Jul.	Sand, gravel, loam, skeletal sandy soils on sandstone, laterite, granite	single/group 3-5 per 10m <sup>2</sup>
GRE	<i>Grevillea refracta</i>	Silver -Leafed Grevillea	1.2-6 m	Shrub or tree,	Red, orange, yellow, pink, Apr-Sep.	Sand, sandstone. Outcrops, cliffs & plateaus	single/group 3-5 per 10m <sup>2</sup>



### ENDEMIC BUSHLAND REVEGETATION TREES

CODE	Scientific Name	Common Name	Height	Spread/Description	Flower	Habitat	Planting Rate (per m <sup>2</sup> )
AGR	<i>Adansonia gregorii</i>	Boab	5-15m	tree with swollen trunk and spreading branches, Deciduous tree, grey to brown trunk bottle-shaped.	Large white, cream, Dec-May.	Sandy & loamy soils	single/group 3-5 per 10m <sup>2</sup>
APL	<i>Acacia plectocarpa</i>		2-10(-12)m	"Often spindly shrub or tree, rough, fissured, grey bark,	Yellow, Mar-Jun.	Well drained sites	single/group 3-5 per 10m <sup>2</sup>
BCU	<i>Bauhinia cunninghamii</i>	Native bauhinia	1-12(-18)m	tree, Tree or shrub, tessellated to fissured attractive bark, foliage may drop in dry months, pruning required	Small clusters, dull red, Apr-Oct.	Red alluvial sand, red-brown sandy loam, sandstone scree over basalt. Creek beds and levees, edge of monsoonal forests, flood plains	single/group 3-5 per 10m <sup>2</sup>
BDI	<i>Brachychiton diversifolius</i>	Northan Kurrajong	3-18(-25)m	semi-deciduous local tree, Tree, stout trunk, dense foliage, usually small but can grow very tall	Bell flowers, Green, yellow, red, May-Dec.	Red sandy soils, basalt, limestone. Stony hills, along rivers	single/group 3-5 per 10m <sup>2</sup>
CCA	<i>Corymbia cadophora</i>	Twin Leaf Bloodwood	2-8m	outstanding broad leaf foliage tree, Straggly tree, bark rough, thick, flaky, deeply tessellated.	Huge clusters white, cream, red, pink, Jan-Oct.	Sandy soils, clay loam or loam, basalt, dolerite, sandstone, quartzite. Rocky slopes & hills, floodplains, dunes.	single/group 3-5 per 10m <sup>2</sup>
CCD	<i>Corymbia confertiflora</i> (previously <i>eucalyptus confertifolia</i> )		3-12(-15)m	Tree, bark rough, tessellated over lower part, smooth white above.	Cream, white, Sep-Dec.	Sandy loam, skeletal soils over sandstone or basalt. Outcrops, along creeks, gullies	single/group 3-5 per 10m <sup>2</sup>
CPT	<i>Corymbia ptychocarpa</i>		4.5-18 (-20)m	Tree, rough brown to grey bark, tessellated, spreading crown and drooping branches,	Large white, pink or red. Feb-May.	Sand, alluvium. Along watercourses, near springs	single/group 3-5 per 10m <sup>2</sup>
EAP	<i>Eucalyptus apodophylla</i>	White Bark	6-20m	Ascending open crown (tall and thin), partly deciduous, smooth, white bark, blueish leaves,	small cream to green flowers Jul-Oct.	Low lying drainage areas, seasonally flooded. Sand, clay, loam, sandstone. Outcrops, swamps, creek banks, seasonally inundated flats.	single/group 3-5 per 10m <sup>2</sup>
ECA	<i>Eucalyptus camaldulensis</i>	River Gum	10 - 20m	Graceful tree, spreading crown, smooth white, deciduous bark	Small cream/white, Jul-Feb.	Alluvium, sand, rocky deep red sand. Along watercourses, billabongs, river banks, seasonal creeks	single/group 3-5 per 10m <sup>2</sup>
EMI	<i>Eucalyptus miniata</i>	Woolybutt	6 - 20m	Tree, bark rough, dark, fibrous-flaky on lower trunk and smooth white to cream on upper and branches, spreading crown,	Orange, red, May-Sep.	Sandy soils over sandstone or quartzite. Plains, rocky hills.	single/group 3-5 per 10m <sup>2</sup>
EPA	<i>Eucalyptus pantoleuca</i>		5-12m	Twisted habit, smooth white/salmon bark, shedding,	Yellow, white. Jul/Nov.	Alluvium, sandy loam, yellow/red sand. Hillslopes, creek sides.	single/group 3-5 per 10m <sup>2</sup>
LGR	<i>Lophostemon grandiflorus</i>	Northern Swamp Box	3-15(-18)m	Tree,	Cream, white, Jan-Dec.	Damp habitats, sandstone gorges, rocky sites	single/group 3-5 per 10m <sup>2</sup>
LKI	<i>Livistona kimberleyana</i>	A Kimberly Palm	1-2(-8)m	slender trunked fan palm, open rounded crown of arching pendulous leaves, Tree-like monocot (palm).	Fruits red. Fl. Oct.	Stony creek beds, prefers well drained soils, Rivers	single/group 3-5 per 10m <sup>2</sup>
MAR	<i>Melaleuca Argentea</i>	"Silver Cadjeput	3-18(-25)m	Tree or shrub (rarely), silvery leaves	Bottle brush type flowers, yellow, cream, white, Jul-Nov.	Alluvium, sand or clay, sometimes saline. Along watercourses, swamps.	single/group 3-5 per 10m <sup>2</sup>
PSP	<i>Pandanus spiralis</i>	Screwpine	to 10m	Tree-like monocot, Upright branching plant with bare stems topped with cluster of sword shaped green grey leaves	A large, hard green fruits that turn red on maturity. Fruits orange/red.	Sand, loam, clay, alluvium, sandstone. Creeks, rivers, valleys, beaches, coastal dunes	single/group 3-5 per 10m <sup>2</sup>



**ENDEMIC BUSHLAND REVEGETATION SMALL SHRUBS AND GRASSES**

CODE	Scientific Name	Common Name	Height	Spread/Description	Flower	Habitat	Planting Rate (per m <sup>2</sup> )
DOX	<i>Dodonaea oxyptera</i>	Hop Bush	to 2m	Spreading shrub,		Sandstone	1 per m <sup>2</sup>
GCA	<i>Gomphrena canescens</i>	Batchelor's Button	0.1-0.9m	Erect annual or perennial, herb,	pink, white, purple, Feb-Sep.	Sandy, clayey or skeletal soils, laterite. Woodland, rocky slopes, coastal dunes, disturbed areas	4 per m <sup>2</sup>
HCO	<i>Haemodorum coccineum</i>	Scarlet bloodroot	up to 1m	perennial herb	Red flowers occur in spring in clusters on stems up to about 1 metre high	Plant dies back during winter dry season and regrow during summer wet season, full/partial sun and moist, but not boggy, soils	4 per m <sup>2</sup>
PEX	<i>Ptilotus exaltatus</i>	Purple Mulla Mulla	0.1-1.2m	Erect annual, herb, 0.1-1.2 m high.	Prolific wildflower, surpurb display of pink, purple, Apr-Nov.	Clay, loam. Variety of habitats.	4 per m <sup>2</sup>
TBI	<i>Triodia bitextura</i>	Curly Spinifex	0.3-2m	Perennial, grass-like or herb, lemma and palea bi-textured, lemma with appressed pubescence.	Oct-Feb.	Deep sandy or shallow skeletal soils.	4 per m <sup>2</sup>
TPU	<i>Triodia pungens</i>	Soft Spinifex	0.3-2.3m	Tussock-forming perennial, grass-like or herb, high, foliage resinous, panicle linear, dense, lemma deeply lobed, sparsely hairy.	Green, purple, Jan-Dec.	Wide range of soils	4 per m <sup>2</sup>
TRA	<i>Triodia racemigera</i>	Rock Spinifex	0.3-1.3m	Tussock-forming perennial, grass-like or herb, leaf blades extremely long, slender, panicle spiciform racemose, spikelets plump.	Dec-May.	Sandstone. Steep rocky slopes, crevices, cliffs & ridges	4 per m <sup>2</sup>

**CULTURAL USES (MIRIWUNG-GAJERRONG TRADITIONAL NAMES)**

CODE	Scientific Name	Common Name	Trad. Name	Use	Habitat
BGL	<i>Brachystema glabiflorum</i>		Bading	Edible root	
CFL	<i>Clerodendrum floribunda</i>		Goongaleng	fire sticks	
CFR	<i>Cochlospermum fraseri</i>	Kapok tree	Goonjang		
CLA	<i>Carissa lanceolata</i>	Conkerberry	Boodbarang		
CUM	<i>Capparis umberata</i>	bush orange	Joogoorroong		
DBU	<i>Dioscorea bulbifera</i>	hairy yam	Mijad		
DTR	<i>Dioscorea transversa</i>	long yam	Thelawoong		
EMI	<i>Eucalyptus miniata</i>	Woollybutt	Yirrataleng	Tree, dark, fibrous-flaky bark on lower trunk and smooth white to cream on upper and branches, spreading crown,	Sandy soils over sandstone or quartzite. Plains, rocky hills.
VGL	<i>Vitex glabrata</i>	black plum	Mejerren		
		Green plum	Daloong		
		River Gum	Dimalan		
		Red Water Lilly	Ganngooning		
		Boab Tree	Gerdewoon		
		Corkwood Tree	Jalaloong		
		Leichhardt tree	Jambeng		
		Bush Cucumber	Jilinybeng		
		paperbark tree	Merndang		
		Ghost gum	Waiarring		
		Bauhinia tree	Wanyarring		



**PLANTS NOT ENDEMIC TO IMMEDIATE KUNUNURRA AREA (STILL IN KIMBERLEY REIGON)**

CODE	Scientific Name	Common Name	Height	Spread/Description	Flower	Habitat
AAC	Acacia acradenia					
ASY	Asteromyrtus symphyocarpa (Melaleuca symphyocarpa)		4 -10m	Small tree, rough grey bark, weeping habit,	globular yellow to orange periodic flowering,	seasonally flooded areas or streamlines
CCA	Corymbia cadophora	twin leaf bloodwood	8m	outstanding broad leaf foliage tree		
CDE	Corymbia deserticola	desert bloodwood	7m	tree		
CEQ	Casuarina equisetifolia	sheoak	7m	a slender erect salt tolerant tree		
CPA	Corymbia papuana (previously eucalyptus)		8 - 15m	spreading crown, drooping leaves, smooth, white, deciduous bark,	Small, creamy, white Sep-Dec.	Lowland streams, seasonal flooding
CPR	Cymbopogon procerus	Native Lemon Grass	1-2.2m	Aromatic, tufted perennial, grass-like or herb, blue green foliage	Green, Mar-Sep.	Red/brown loam, sand, sandstone or laterite.
DAL	Dillenia alata	Red beech; golden guinea tree	up to 10m	Small tree, dense evergreen crown, colourful flakey bark, fast growing	Showy bright yellow Oct-Jan	Freshwater streams/ swampy depressions
DCA	Dianella 'Cassa Blue'	Cassa Blue Dianella	to 0.60m	Perennial, Blue green grass like foliage, compact clumping habit,		Tough plant
EFR	Eremophila fraseri	Burra or Native Fuschia	0.5-3 (-4)m	Shrub, ideal for smaller gardens, best trimmed regularly to maintain size	White, cream, pink, red, purple, brown, Mar-Nov.	
ELE	Eucalyptus leucophloia	midgum snappy gum	9m	ornamental tree		
ELO	Eremophila longifolia	Berrigan	1-6m	Often weeping shrub or tree, grey green foliage	Bird attracting, Red, pink, Mar-Nov.	Often on stony red sandy or clayey soils. Along watercourses, floodplains, stony rises & ridges
EVI	Eucalyptus victrix	Coolibah	15m	large feature tree		
GW1	Grevillea Wickhamii	Wickhams Holly Grevillea	to 6 m	Erect shrub or tree, very showy, attracts abundant bird life	Red, pink, orange, yellow, Apr-Oct.	Red sand or loam, stony or skeletal soils, laterite, sandstone, limestone, quartzite. Sand dunes, plains, rocky hills & gullies, cliffs or ridges, along creeklines
HMA	Hakea macrocarpa	Jarridiny	5m	hardy tree with low water requirement once established		
LAL	Livistona alfredii	Millstream Fan	to 10m	Tree-like monocot (palm), compact, broad fan shaped foliage	Cream, Jul-Sep.	Edges of permanent pools, capable of growing through long dry periods
LDE	Livistona decipiens	Weeping Cabbage Palm, Ribbon Fan Palm	10m	"slender trunked fan palm, open rounded crown, attractive finely divided hanging leaves, sharp spines		River banks, Sunny, moist position. Very tolerant of wet and coastal conditions. Also quite cold tolerant.
LMA	Leptospermum madidum (previously Leptospermum longifolium)		1.5-8m	Shrub or tree, small weeping, graceful tree, smooth cream white deciduous bark	Small cream flowers. Jul-Nov.	Sandy soils, permanent freshwater streams/ watercourses, sandstone gorges.
LTA	Lomandra 'Tanika'	Miniature Mat Rush	to 0.60m	Perennial herb, Dwarf clumping grass-like plant, bright green foliage	small white clusters	Can handle season flooding and drought
MAR	Melaleuca argentea	silver cadjeput	12m	tree		
MCA	Melaleuca cajuputi		7-20m	Tree, papery grey to white cream bark,	Bottlebrush type, White, Apr-Sep.	Black peaty sand, clay. Swamps, tidal flats, poorly drained areas
MEL	Mimusops elengi	Walara	2 - 15m	Tree or shrub, Large evergreen dense tree, shiny dark green leaves, slow growing	White, Jan-Sep. Bright orange fruits April - Jun	Sandy soils, sandstone, basalt. Coastal or near-coastal areas
SAR	Syzygium armstrongii		4- 20m	Dense evergreen tree, fast growing	Showy cream, white, Sep-Dec.	Sandy loam. Along watercourses, in gorges.
SAR	Senna artemisioides	Cockroach Bush	0.15-3m	Low spreading shrub, ornamental seed pods, Usually short lived	Attractive yellow, Jan/ Apr-Nov.	
TFE	Terminalia ferdinandiana	Gubinge	12m	usually spreading tree		

**EXOTIC - NOT AUSTRALIAN NATIVES**

CODE	Scientific Name	Common Name	Height	Spread/Description	Flower	Habitat
CEQ	Casuarina equisetifolia	Casuarina, coast she-oak, horsetail, Australian pine	5 - 20m	Graceful spreading, weeping open crown, partly deciduous, rough dark grey bark, needle leaves, slender, erect tree.	Brown, Dec.	Alien to WA, Grey sand over sandy clay. Sand dunes, disturbed woodlands.
HTI	Hibiscus tiliaceus 'rubra'	cotton wood	5m	tough coastal tree		
PDB	Plumeria obtusa	evergreen frangipani	6m	popular flowering tree		
PPT	Peltophorum pterocarpum	Golden/yellow flame tree	10 - 15m	Dense crown spreading tree, fast growing	Bright yellow Aug-Jan	Widely grown. Not native to WA (native of the Northern Territory).
TIN	Tamarindus indica	Tamarind, Japanese Tangerine	10(-24)m	Large spreading dense evergreen tree, slow growing but excellent shade tree.	Yellow, Dec-Jun.	Alien to Australia, Cultivated & occasionally naturalised.



# KUNUNURRA LIGHT INDUSTRIAL AREA



## 12.5. COMMUNITY SERVICES

### 12.5.1 TENDER 06-08/09 - DESIGN AND CONSTRUCTION TENDER - WYNDHAM SWIMMING POOL UPGRADE (8599)

<b>DATE:</b>	17 March 2009
<b>PROPONENT:</b>	Shire Of Wyndham East Kimberley
<b>LOCATION:</b>	Wyndham Swimming Pool
<b>AUTHOR:</b>	Karyn Apperley Executive Manager Community Services
<b>REPORTING OFFICER:</b>	Karyn Apperley Executive Manager Community Services
<b>FILE NO:</b>	30.09.03
<b>ASSESSMENT NO:</b>	N/A

#### **PURPOSE**

For Council to determine the tender criteria for the proposed Wyndham Pool Upgrade project in preparation of the anticipated announcement of successful allocation of the additional required grant funding for this project.

#### **BACKGROUND**

In 2002 Council commissioned a report from Geoff Ninnes Fong & Partners recommending upgrades to the Wyndham Swimming Centre. Following on from this report GHD conducted a facility assessment as part of a state wide review of aquatic facilities, commissioned by the Department of Health. This report recommended significant upgrades to pool plant and filtration systems to comply with contemporary pool operating standards and best practice.

hire Officers submitted a grant application in the 2007/2008 Community Sport and Recreation Facility Fund (CSRFF), with a project scope of upgrade to pool plant and filtration systems estimated at \$400,000. The Shire was successful in securing \$160,000 CSRFF funds over two years, with \$100,000 in 2007/2008 and \$60,000 in 2008/2009. This grant funding was conditional on the Shire commissioning a planning study to develop and cost a detailed scope of works for the Pool to comply with the newly adopted Department of Health (Aquatic Facility) Regulations 2007. An additional \$10,000 CSRFF funds were granted in 2007/2008 for the purpose of the planning study and the Shire contributed \$13,000.

In addition, Shire Officers prepared an application to the Kimberley Development Commission who granted \$50,000 towards this project in 2007/2008. A recent request for extension of these funds to 31 August 2009 has been approved.

Shire budget allocations of \$140,000 in 2007/2008 and a forward budget request for \$50,000 in 2008/2009 brought the total confirmed project funds to \$400,000.

In April 2008, Aquatic Services Consultants (the consultant approved by the State Government) completed the planning study involving a detailed scope of required works to achieve compliance with current regulations and disability access requirements. This report recommended total estimated costs of \$1.0 million, and included the upgrading of filtration and water circulation systems, the installation of a

balance tank, the installation of a chlorine gas system and the associated plant housing facility.

At its June 2008 meeting Council resolved to approach the Department of Housing and Works to secure the additional funds required through the Remote Pools project for the upgrade consistent with the advice from the Aquatic Construction Services. The Shire has requested the required funds from the Department of Housing and works and, on the advice of the Department, from the Minister. The additional funding required is currently subject to consideration by the Australian Government and the State's Royalties for Regions programs.

In addition, Shire Officers prepared a further CSRFF application for the 2009/2010 funding round, seeking additional funding for Stage Two for the Wyndham Pool Upgrade project, being those works required to achieve compliance with current 2007 regulations and disability access requirements. The Shire has received email advice from the Department of Sport and Recreation, who administers the CSRFF funding process, that this further application was successful for the amount of \$228,000, bringing the total CSRFF funding for the project to \$388,000 and the total amount of secured funds to \$628,000, including the Council contribution of \$190,000.

At the February 2009 Briefing Session, Councillors informally reviewed the following proposed tender selection criteria;

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.

Qualitative Criteria (used to Rank Tenders)

- a) Relevant Experience - 60%
- b) Ability to meet Construction Deadline - 40%

Price Submitted for Tender

The tendered price along with the qualitative ranking will be used to determine the most advantageous tender to Council.

At this Briefing, Councillors requested investigation of a future contract penalty clause in relation to the selection criteria of 'Ability to meet Construction Deadline' and potential non-compliance by the successful tenderer. Advice received from WALGA is that this falls into the category of a 'Liquated Damages' clause and the value of any such liquated damages is limited to lost income (e.g. pool entry, facility hire, swim school and aqua class fees) as a result of the construction being completed late. Income for Wyndham Pool was \$11,000 in 2006/07 and \$5,600 in 2007/08. A clause regarding liquated damages could be included in contract negotiations with the successful tenderer.

## **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 secured from the Department of Sport and Recreation through the CSRFF program for \$388,000 and the Kimberley Regional Development Scheme for \$50,000. The remaining required funding of up to \$700,000 (assuming no financial contribution from Council) is anticipated to be approved in the near future.

The Shire's contribution will consist of at least in-kind project management, which is a significant contribution to the project.

### **STRATEGIC IMPLICATIONS**

The Shire's Strategic Plan identifies the objective of "*Equitable access to quality recreational facilities and services*".

### **COMMUNITY CONSULTATION**

Nil

### **COMMENT**

The Wyndham Pool Upgrade to achieve compliance with current 2007 regulations and disability access requirements is dependant on securing additional funding of up to \$700,000. The additional funding required is currently subject to consideration by the Australian Government and the State's Royalties for Regions programs and an announcement is anticipated in the near future.

The project is proposed to occur during the 2009 dry season which is approximately May to August. This timeframe will ensure the minimal of impact of pool closure on the Wyndham community since water temperatures and pool usage are lowest at this time of year.

Due to the time required to compile tender documents, conduct the tender, consider and award the tender, and commence work, it is considered prudent to begin this process as close to the announcement of additional required funding as possible.

Tender documents will be prepared by Executive Manager Community Services and Manager Recreation and Leisure, and Councillors will be notified when they become available for inspection.

To assist in achieving the best possible tender outcome and ongoing project management, inclusion on the Tender Review Panel of a Council representative and Kimberley Regional Manager, Department of Sport and Recreation in addition to

Executive Manager Community Services and Manager Recreation and Leisure is recommended.

The proposed tender selection criteria has been previously utilised by Council for tenders for the Design and Construction of the Kununurra Multipurpose Courts and the Checked Baggage Screening Unit at the East Kimberley Regional Airport. Shire Officers sought advice from WALGA regarding the selection criteria and no specific advice has been received to date.

### **ATTACHMENTS**

Nil

### **VOTING REQUIREMENT**

Simple Majority

### **OFFICER'S RECOMMENDATION**

1. That Council issue tender T06-08/09 for the Design and Construction of the Wyndham Swimming Pool Upgrade upon confirmation of additional required grant funding for the project
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:
  - Councillor Representative
  - Executive Manager Community Services
  - Manager Recreation and Leisure
  - Kimberley Regional Manager, Department of Sport and Recreation

## **COUNCIL DECISION**

**Minute No. 8599**

**Moved:Cr K Wright**

**Seconded:Cr D Ausburn**

**1. That Council issue tender T06-08/09 for the Design and Construction of the Wyndham Swimming Pool Upgrade upon confirmation of additional required grant funding for the project**

**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:**

**Councillor Representative**

**Executive Manager Community Services**

**Manager Recreation and Leisure**

**Kimberley Regional Manager, Department of Sport and Recreation**

**CARRIED UNANIMOUSLY: (8/0)**

**Council nominated Cr P Caley to be Council representative.**

## 12.5.2 FENCING/BOLLARDS - WYNDHAM RECREATION PRECINCT DEVELOPMENT (8600) (8601)

<b>DATE:</b>	17 March 2009
<b>PROPONENT:</b>	Shire Of Wyndham East Kimberley
<b>LOCATION:</b>	Wyndham Recreation Centre Reserve
<b>AUTHOR:</b>	Karyn Apperley Executive Manager Community Services
<b>REPORTING OFFICER:</b>	Karyn Apperley Executive Manager Community Services
<b>FILE NO:</b>	30.09.04
<b>ASSESSMENT NO:</b>	N/A

### **PURPOSE**

For Council to consider rescission of Minute No. 8383 Point 2 in relation to 'perimeter concrete bollards' to allow Officers to proceed with the supply and installation of perimeter bollards for the area associated with the new skate park and proposed BMX track adjacent to the Wyndham Recreation Centre.

### **BACKGROUND**

At its meeting of 16 September 2008, Council made the following decision;

Minute No. 8383

Moved: Cr R Addis

Seconded: Cr D Ausburn

1. *That Council authorise officers to liaise with the approved tenderer to develop one multipurpose outdoor hard court for basketball, netball and tennis in Wyndham to
  - a. cater for casual and community use, and
  - b. capitalise on the existing competitive price estimate Council has received on re-surfacing and availability of contractors in the area.*
2. *That Council seek supporting funding to convert the existing two depreciated outdoor basketball courts at Wyndham for use as a BMX track (including perimeter concrete bollards and provision of shade), to increase the diversity of activities for the community, including young people, and to rationalise future asset maintenance and replacement costs, with a view to completing this work in the 09/10 year.*
3. *That Council raise a bridging loan of up to \$110,000 to be repaid in 2009/2010, to implement the development of a new outdoor multipurpose court project for Wyndham.*
4. *That Council officers convene a forum in Wyndham prior to end of September to provide community members with an understanding of the asset renewal and transition that is to occur.*

Carried Unanimously 6/0

The Local Government (Administration) Regulations 1996, Regulation 10 provides for revoking or changing decisions made at Council or committee meetings. Accordingly, the Shire Wyndham of East Kimberley Standing Orders Local Law 2003, three Councillors are required to move a rescission motion which must also be passed by absolute majority.

### **POLICY IMPLICATIONS**

Nil

### **FINANCIAL IMPLICATIONS**

Funds required for the perimeter bollards are available within the current 2008/09 Municipal budget allocations for recreation facility improvements.

### **STRATEGIC IMPLICATIONS**

The Shire's Strategic Plan identifies the objective of "*Equitable access to quality recreational facilities and services*".

### **COMMUNITY CONSULTATION**

In keeping with Minute No 8383, Shire staff convened a forum at Wyndham Recreation Centre on 22 October 2008, attended by approximately 15 community members. While the forum outlined the planned developments, perimeter concrete bollards were not specifically part of the information overview provided.

### **COMMENT**

In relation to Minute No 8383 Point 2 "*convert the existing two depreciated outdoor basketball courts at Wyndham for use as a BMX track (including perimeter concrete bollards and provision of shade)*", investigation of suppliers, available products and costs has been undertaken by Shire Officers.

Information provided has identified that there is not a WA based company who manufacturer concrete bollards. A company identified in NSW declined to provide a quote due to lack of feasibility and cost of freighting concrete bollards to Wyndham.

This matter was discussed at the Council Briefing Session held 3 March 2009

### **ATTACHMENTS**

Nil

### **VOTING REQUIREMENT**

Recommendation 1 – 3 Councillors to move and Absolute Majority  
Recommendation 2 and 3 – Simple Majority

## **OFFICER'S RECOMMENDATION**

1. That Council rescind Minute No 8383 Point 2 being;

*"That Council seek supporting funding to convert the existing two depreciated outdoor basketball courts at Wyndham for use as a BMX track (including perimeter concrete bollards and provision of shade), to increase the diversity of activities for the community, including young people, and to rationalise future asset maintenance and replacement costs, with a view to completing this work in the 09/10 year."*

2. That Council seek supporting funding to convert the existing two depreciated outdoor basketball courts at Wyndham for use as a BMX track (including perimeter bollards and provision of shade), to increase the diversity of activities for the community, including young people, and to rationalise future asset maintenance and replacement costs, with a view to completing this work in the 09/10 financial year.

That Council authorise the CEO to implement the most appropriate and cost effective bollard system for the required perimeter barrier for the Wyndham Skate Park and proposed BMX track area. COUNCIL DECISION 1. That Council rescind Minute No 8383 Point 2 being;

- 3.
4. 'That Council seek supporting funding to convert the existing two depreciated outdoor basketball courts at Wyndham for use as a BMX track (including perimeter concrete bollards and provision of shade), to increase the diversity of activities for the community, including young people, and to rationalise future asset maintenance and replacement costs, with a view to completing this work in the 09/10 year.'
- 5.

## **COUNCIL DECISION**

**Minute No. 8600**

**Moved: Cr J Parker**

**Seconded: Cr J Moulden**

1. ***That Council rescind Minute No 8383 Point 2 being;***

***'That Council seek supporting funding to convert the existing two depreciated outdoor basketball courts at Wyndham for use as a BMX track (including perimeter concrete bollards and provision of shade), to increase the diversity of activities for the community, including young people, and to rationalise future asset maintenance and replacement costs, with a view to completing this work in the 09/10 year.'***

**CARRIED: (7/1)**

*Recommendation 1. Crs Parker, Moulden and Wright moved and carried to rescind Minute No. 8383.*

*For. Crs Parker, Wright, Addis, Moulden, Parker, Torres and Caley*

*Against: Cr Ausburn*

**Minute No: 8601**

**Moved:Cr J Moulden**

**Seconded:Cr J Parker**

**2. That Council seek supporting funding to convert the existing two depreciated outdoor basketball courts at Wyndham for use as a BMX track (including perimeter bollards and provision of shade), to increase the diversity of activities for the community, including young people, and to rationalise future asset maintenance and replacement costs, with a view to completing this work in the 09/10 financial year.**

**3. That Council authorise the CEO to implement the most appropriate and cost effective bollard system for the required perimeter barrier for the Wyndham Skate Park and proposed BMX track area.**

**CARRIED UNANIMOUSLY: (8/0)**

**12.5.3 EAST KIMBERLEY YOUTH SERVICES - FUNDING OFFER FROM  
COMMONWEALTH ATTORNEY GENERAL'S DEPARTMENT (8602)  
(8603)**

<b>DATE:</b>	17 March 2009
<b>PROPONENT:</b>	Shire Of Wyndham East Kimberley
<b>LOCATION:</b>	Kununurra, Wyndham And Oombulgurri
<b>AUTHOR:</b>	Karyn Apperley Executive Manager Community Services
<b>REPORTING OFFICER:</b>	Karyn Apperley Executive Manager Community Services
<b>FILE NO:</b>	31.09.06
<b>ASSESSMENT NO:</b>	N/A

**PURPOSE**

For Council to consider an offer from the Commonwealth Attorney General's Department for funding of up to \$400,000 to support youth service delivery to Kununurra and surrounding area, Wyndham and Oombulgurri.

**BACKGROUND**

The Shire has been successful in securing significant resources for the direct delivery of youth services within the Shire since Council included the East Kimberley Youth Service model in Council's 2008 State Budget Submission, adopted at the December 2007 Council meeting. Council's commitment of \$100,000 per annum over 3 years was required to be matched by the State and Federal Governments. By November 2008 matching commitments had been secured from the State and Federal Governments, with a funding contract for \$300,000 over two years signed with the Federal Government in December 2008. The \$300,000 three year contract with the State Government is currently under development and anticipated to be signed this month.

On the basis of receipt of written confirmation of State and Federal funding, recruitment for the Regional Youth Development Coordinator and the Kununurra Youth Officer was implemented, with applications closing 27 February 2009 and interviews scheduled for 13 and 16 March respectively. The current recruitment follows on from an unsuccessful recruitment in December 2008. The Wyndham youth work positions, funded by the Department for Child Protection (DCP) and the Shire in a separate arrangement but still forming part of the East Kimberley Youth Service, are also part of the current recruitment.

Recently, MG Corp agreed to half fund two full time youth work positions for Kununurra and surrounding areas and the Attorney General's department has agreed to fund the balance.

Operations at the Youth Centre continue to be managed through the Shire for occasional and regular use bookings, with Save the Children and Ord Valley Aboriginal Health Service (OVAHS) conducting regular weekly programs. The Connections program and DCP's Youth and Family Worker continue to be collocated at the Youth Centre. Negotiations are underway with MG Corp and Save the Children for collocation of their youth work staff at the Youth Centre. The Shire's Regional

Youth Development Coordinator and Kununurra Youth Officer will also be based at the Youth Centre.

### **STATUTORY IMPLICATIONS**

The *Local Government Act 1995*, Section 3.18 provides for the provision of services and facilities by a local government as follows;

#### **3.18. Performing executive functions**

- (1) *A local government is to administer its local laws and may do all other things that are necessary or convenient to be done for, or in connection with, performing its functions under this Act.*
- (2) *In performing its executive functions, a local government may provide services and facilities.*
- (3) *A local government is to satisfy itself that services and facilities that it provides —*
  - (a) *integrate and coordinate, so far as practicable, with any provided by the Commonwealth, the State or any public body;*
  - (b) *do not duplicate, to an extent that the local government considers inappropriate, services or facilities provided by the Commonwealth, the State or any other body or person, whether public or private; and*
  - (c) *are managed efficiently and effectively.*

### **POLICY IMPLICATIONS**

Nil

### **FINANCIAL IMPLICATIONS**

Financial implications are the administration of the grants funds, the proposed projects and associated booking systems for shared resources. This will continue to be managed by the Shire's Community Services staff.

Future potential financial implications are identified in the comments section

### **STRATEGIC IMPLICATIONS**

The Shire's Strategic Plan identifies the objective of;  
*Partnerships in youth service delivery*

### **COMMUNITY CONSULTATION**

A range of consultations have occurred through the Youth Network meetings, meetings with the schools, Aboriginal Legal Service, Police, and MG Corp's consultations regarding youth services. Consultation with Oombulgurri has been through the Indigenous Coordination Centre, Oombulgurri Remote School, Police, Department of Health and others.

## **COMMENT**

The Shire has been offered up to \$400,000 for the following:

- 22 seater bus for Kununurra for use by the Shire's Youth Service, Save the Children, MG Corp and other community groups with a priority of use for young people and youth services.
- 22 seater bus for Wyndham, for use by the Shire's Wyndham Youth Service and Recreation Centre, Joorook Ngarni for the Wyndham Early Learning Activities program, Ngnowar Aerwah and other community groups with a priority of use for young people and youth services.
- 1 x trailer of diversionary equipment, to be held at the Youth Centre in Kununurra and shared by OVAHS, Save the Children, Garnduwa, Connections and other providers as necessary, through a booking system and/or Service Agreements.
- 1 x trailer of camping equipment, to be held by the Oombulgurri Remote Community School through a Service Agreement with the Shire, plus Operational funding for the Oombulgurri Youth After Hours Activities Program and Outdoor Education Program that will allow transport costs for getting kids in to other activities in Wyndham and other locations, and services out to Oombulgurri and for general operational costs of activities.
- Funding equivalent to one Full Time Employee (FTE) to enable the two DCP and Shire of Wyndham East Kimberley funded part time youth workers in Wyndham to become two FTEs, who may then also offer support to Oombulgurri as required/requested by the Oombulgurri Youth Program.

As this funding is one-off and non-recurrent, the Shire will need to manage community expectations regarding the two full time Youth Workers in Wyndham and plan for ongoing repairs and maintenance of the capital equipment. It is envisaged that one approach will be the setting aside of bus and activity trailer hire fees for annual repairs and maintenance. In regard to the two full time Wyndham youth workers, it is proposed that the first year's operation at this staffing level will be utilised for service establishment and the building of service foundations, which may prove not to be needed into the future. It is likely, though not confirmed, that based on the success of the Wyndham Youth Service with two FTEs that the Federal Government would support future funding.

## **ATTACHMENTS**

Nil

## **VOTING REQUIREMENT**

Simple Majority

## **OFFICER'S RECOMMENDATION**

That Council accept the offer from the Commonwealth Attorney General's Department for funding of up to \$400,000 to support youth service delivery to Kununurra and surrounding area, Wyndham and Oombulgurri.

## **COUNCIL DECISION**

**Minute No. 8602**

**Moved:Cr J Moulden**

**Seconded:Cr R Boshammer**

**Council nominate Cr Ausburn to chair the meeting as the Deputy Shire President declared a Financial Interest and left the room.**

**CARRIED UNANIMOUSLY: (6/0)**

*Crs R Addis and Parker left the room at 6.47*

*Cr Addis returned at 6.48*

*Cr Parker returned at 6.49*

**Minute No: 8603**

**Moved:Cr K Wright**

**Seconded:Cr J Moulden**

**That Council accept the offer from the Commonwealth Attorney General's Department for funding of up to \$400,000 to support youth service delivery to Kununurra and surrounding area, Wyndham and Oombulgurri.**

**CARRIED UNANIMOUSLY: (6/0)**

## 12.5.4 DRAFT COMMUNITY SAFETY PLAN (8604)

<b>DATE:</b>	17 March 2009
<b>PROPONENT:</b>	Shire Of Wyndham East Kimberley
<b>LOCATION:</b>	Shire Of Wyndham East Kimberley
<b>AUTHOR:</b>	Karyn Apperley Executive Manager Community Services
<b>REPORTING OFFICER:</b>	Karyn Apperley Executive Manager Community Services
<b>FILE NO:</b>	32.04.01
<b>ASSESSMENT NO:</b>	N/A

### **PURPOSE**

For Council to consider adoption of the draft Community Safety Plan.

### **BACKGROUND**

Following on from the Safer WA program, the Western Australian Government developed the Community Crime Prevention partnerships with local government in 2004/05.

The Shire originally declined the Community Crime Prevention partnership, then reconsidered its position and advised the WA Office of Crime Prevention in August 2004 that it would proceed with the development of a community safety plan.

In 2006 interagency and community consultations were undertaken to commence the development of the Shire's Community Safety Crime Prevention Plan.

A working draft was developed and further input was provided during 2007 and 2008 through the Kununurra Liquor Accord, Aboriginal Justice Agreement forums and regularly through the North East Kimberley Interagency. Through these forums, the Plan's strategy development has continued over the past two years.

### **STATUTORY IMPLICATIONS**

The *Local Government Act 1995, Section 3.18* provides for the provision of services and facilities by a local government as follows;

#### **3.18. Performing executive functions**

- (2) *In performing its executive functions, a local government may provide services and facilities.*
- (3) *A local government is to satisfy itself that services and facilities that it provides —*
  - (a) *integrate and coordinate, so far as practicable, with any provided by the Commonwealth, the State or any public body;*
  - (b) *do not duplicate, to an extent that the local government considers inappropriate, services or facilities provided by the Commonwealth, the State or any other body or person, whether public or private; and*
  - (c) *are managed efficiently and effectively.*

## **POLICY IMPLICATIONS**

Nil

## **FINANCIAL IMPLICATIONS**

Actions and strategies contained in the draft Community Safety Plan are and will be funded through the Shire's annual operating budget, specific requests during annual budget development and/or external grant funding for specific and additional strategies.

## **STRATEGIC IMPLICATIONS**

The Shire Strategic Plan identifies the objectives of:

*Effective crime prevention partnerships  
Partnerships to addressing social issues in our community.*

## **COMMUNITY CONSULTATION**

Interagency and community planning sessions were held in Kununurra in March and May 2006 and facilitated by the Office of Crime Prevention. Consultation has occurred through the Kununurra Liquor Accord, Aboriginal Justice Agreement forums and occurs regularly through the North East Kimberley Interagency.

Consultation regarding community safety continues through the forum of specific community member or group concerns being raised with Shire Officers and Councillors.

## **COMMENT**

While the Shire is required to take a lead role in the development of the Plan, the State Government recognises and requires that other local agencies are partners in crime prevention and should be part of the planning, the Plan and the strategies. As a result of the difficulties in achieving other agency 'buy-in' over the past two years, the format of the draft Plan reflects those strategies and actions which the Shire is able to implement and be responsible for. The draft Plan provides separate sections outlining the responsibilities and strategies of the other agencies, over which the Shire has no or limited control in regard to implementation.

The Shire has undertaken a range of community safety and crime prevention strategies over the past two to three years including improvements to urban design, graffiti management on public property, street lighting, training workshops on crime prevention through environmental design (CPTED), situational and environmental safety audits of Kununurra and Wynhdam, and more recently the development of youth service models.

Therefore, the draft Plan also contains actions that have been undertaken so that the Plan better informs the community and other stakeholders of the Shire's ongoing contributions to community safety. It is envisaged that the Plan will be reviewed and actions updated at least annually, with the updated Plan then made available on the Shire's website.

Following the endorsement of a Community Safety Crime Prevention Plan, the Office of Crime Prevention will release \$20,000 towards a strategy contained in the Plan. It is proposed that these funds be utilised to further enhance the Wyndham Youth Service, currently under establishment, to provide for service set up and additional activities. Recruitment for the two part time Wyndham Youth Officers is currently underway with applications closing on 27 February 2009. It is also noted that the Shire has been offered additional funding to increase the two part time Wyndham Youth Service positions to two full time positions as per Item 12.5.3 of this agenda.

To ensure that the Community Safety Plan is implemented in partnership with other agencies, where practicable, it is listed as a standing agenda item for the bi-monthly North East Kimberley Interagency meetings. It is recommended that a Councillor also attend the interagency meetings, along with Shire Officers, to represent matters in relation to the Shire's Community Safety Plan. It is noted that Cr Di Ausburn has significant experience and knowledge in the areas of community safety and crime prevention.

### **ATTACHMENTS**

Draft Community Safety Plan 2008/09 – 2011/12 (distributed separately to this agenda)

### **VOTING REQUIREMENT**

Simple Majority

### **OFFICER'S RECOMMENDATION**

1. That Council adopt the draft Community Safety Plan 2008/09 -2011/12
2. That Council advise the Office of Crime Prevention that the priority strategy to be funded by the approved \$20,000 grant is a contribution to the establishment and operation of the Wyndham Youth Service.
3. That Cr \_\_\_\_\_ represent the Council at the North East Kimberley Interagency in relation to the Shire's Community Safety Plan

### **COUNCIL DECISION**

***Minute No. 8604***

***Moved:Cr K Wright***

***Seconded:Cr J Parker***

1. ***That Council adopt the draft Community Safety Plan 2008/09 -2011/12***

**2. That Council advise the Office of Crime Prevention that the priority strategy to be funded by the approved \$20,000 grant is a contribution to the establishment and operation of the Wyndham Youth Service.**

**3. That Cr Ausburn represent the Council at the North East Kimberley Interagency in relation to the Shire's Community Safety Plan.**

**CARRIED UNANIMOUSLY: (8/0)**

## 12.6. CHIEF EXECUTIVE OFFICER

### 12.6.1 ORD RIVER SAILING CLUB PROPOSED LEASE (8605)

<b>DATE:</b>	17 March 2009
<b>PROPONENT:</b>	Shire Of Wyndham East Kimberley
<b>LOCATION:</b>	Lake Kununurra, Portion Of Reserve 41812
<b>AUTHOR:</b>	Peter Stubbs Chief Executive Manager
<b>REPORTING OFFICER:</b>	Peter Stubbs Chief Executive Manager
<b>FILE NO:</b>	43.04.01
<b>ASSESSMENT NO:</b>	N/A

#### **PURPOSE**

For Council to consider the evidence provided by the Ord River Sailing Club 16 February 2009 as proof of the Clubs authenticated membership base, as determined by Council resolution Number 8519, 20 January 2009, so that further consideration of potential investment in new Club facilities can be made.

#### **BACKGROUND**

The Ord River Sailing Club had a lease on the Lake Kununurra Foreshore between Swim Beach and Ski Beach from 1 March 1982. The lease expired in 2003.

At the Ordinary Council Meeting 19 August 2008 Council resolved as follows (Minute No 8337):

*“That in surveying proposed lease areas allowance be made for the option of a future lease to accommodate the Kununurra Sailing Club at the site indicated on the map in attachment 4 and that all infrastructure be relocated or replaced at no cost to the Kununurra Sailing Club.”*

The Ord River Sailing Club wrote to Council 24 November 2008 seeking to progress a future lease as per the Council resolution, and advising of its preferred terms of lease.

This request was provided to elected members at the 2 December 2008 Briefing Session.

Surveying of lease sites has occurred, and other commercial lease have been drafted.

*Minute No. 8605*

*Moved:Cr R Boshammer*

*Seconded:Cr J ParkerThat Council to accept the affidavit as evidence from the sailing club as presented and authorise the CEO to negotiate a new lease and develop the lease site with a contribution from Council of up to \$75,000*

This decision of Council was made after considering the Officer Recommendation provided below:

1. That Council offer a new 21 year lease to the Ord River Sailing Club on the following terms:

- 1.1 \$100 per year lease fee with CPI indexation
- 1.2 Lease fee to be paid by 30 May each year

2. That Council will allocate an amount of \$100,000 within the 2009/2010 Budget for the cost involved in providing the Ord River Sailing Club Incorporated with the following facilities on proposed lease Lot 1:

New shed excluding internal WC facility fixtures	\$50,000
WC plumbing, fixtures and Effluent Treatment System	\$30,000
Electrical water pump and 5000L holding tank	\$ 6,000
Electrical supply to new Shed	\$ 3,500
Contribution to new Inlet	\$10,000
Tree planting	\$ 500

### **STATUTORY IMPLICATIONS**

Section 3.58 of the Local Government Act 1995 prescribes how the disposal of land including leases is to occur.

Local Government (Functions and General) Regulations 1996, Part 6 - Miscellaneous

Sec 30. Dispositions of property to which section 3.58 of Act does not apply

- (1) A disposition that is described in this regulation as an exempt disposition is excluded from the application of section 3.58 of the Act.
- (2) A disposition of land is an exempt disposition if
  - (a) the land is disposed of to an owner of adjoining land (in this paragraph called **the transferee**) and
    - (i) its market value is less than \$5 000; and
    - (ii) the local government does not consider that ownership of the land would be of significant benefit to anyone other than the transferee;
  - (b) the land is disposed of to a body, whether incorporated or not
    - (i) the objects of which are of a charitable, benevolent, religious, cultural, educational, recreational, sporting or other like nature; and
    - (ii) the members of which are not entitled or permitted to receive any pecuniary profit from the body's transactions;
  - (c) the land is disposed of to
    - (i) the Crown in right of the State or the Commonwealth;
    - (ii) a department, agency, or instrumentality of the Crown in right of the State or the Commonwealth; or
    - (iii) another local government or a regional local government;
  - (d) it is the leasing of land to an employee of the local government for use as the employee's residence;
  - (e) it is the leasing of land for a period of less than 2 years during all or any of which time the lease does not give the lessee the exclusive use of the land;
  - (f) it is the leasing of land to a  medical practitioner (as defined in section 3 of the *Medical Act 1894*) to be used for carrying on his or her medical practice; or
  - (g) it is the leasing of residential property to a person.
- (2a) A disposition of property is an exempt disposition if the property is disposed of within 6 months after it has been

- (a) put out to the highest bidder at public auction, in accordance with section 3.58(2)(a) of the Act, but either no bid is made or any bid made does not reach a reserve price fixed by the local government;
  - (b) the subject of a public tender process called by the local government, in accordance with section 3.58(2)(b) of the Act, but either no tender is received or any tender received is unacceptable; or
  - (c) the subject of Statewide public notice under section 3.59(4), and if the business plan referred to in that notice described the property concerned and gave details of the proposed disposition including
    - (i) the names of all other parties concerned;
    - (ii) the consideration to be received by the local government for the disposition; and
    - (iii) the market value of the disposition as ascertained by a valuation carried out not more than 12 months before the proposed disposition.
- (2b) Details (see section 3.58(4) of the Act) of a disposition of property under subregulation (2a) must be made available for public inspection for at least 12 months from the initial auction or tender, as the case requires.
- (3) A disposition of property other than land is an exempt disposition if
- (a) its market value is less than \$20 000; or
  - (b) it is disposed of as part of the consideration for other property that the local government is acquiring for a consideration the total value of which is not more, or worth more, than \$50 000.

*[Regulation 30 amended in Gazette 25 Feb 2000 p. 974-5; 28 Apr 2000 p. 2041; 31 Mar 2005 p. 1055-6.]*

### **POLICY IMPLICATIONS**

Nil

### **FINANCIAL IMPLICATIONS**

The Council resolution, Minute 8337, makes it clear that there is to be no cost of establishing a new lease and premise for the Ord River Sailing Club. It is presumed based on this resolution that Council is prepared to fund those costs, possibly with grant assistance.

The estimated cost to Council comprises of several elements, as follows:

New shed including internal WC facility	\$90,000
Effluent Treatment System	\$10,000
Electrical water pump and 5000L holding tank	\$ 6,000
Electrical supply to new Shed	\$ 3,500
Contribution to new Inlet	\$10,000
Tree planting	\$ 500
Estimated TOTAL	\$120,000

### **STRATEGIC IMPLICATIONS**

Under Council's Strategic Plan, Key Result Area 2 – Community, Council has acknowledged the desire to develop the strengths and potential of the community now and into the future.

While the Sailing Club membership is understood to be small at present, development of the lease site could be argued as a future proofing measure.

### **COMMUNITY CONSULTATION**

Nil at this time. Advertising of the proposed lease would be required upon completion of the draft lease documentation.

### **COMMENT**

The key issue is for Council to determine whether it is satisfied that the Ord River Sailing Club has authenticated its membership base.

It is recommended that Council advise the Ord River Sailing Club that its membership will need to be provided to Council before Council considers the lease further.

### **ATTACHMENTS**

Ord River Sailing Club letter 16 February 2009

### **VOTING REQUIREMENT**

Simple Majority

### **OFFICER'S RECOMMENDATION**

That Council advise the Ord River Sailing Club that its membership list and copy of its last two Annual General Meeting Minutes will need to be provided to Council before Council considers the lease further.

### **COUNCIL DECISION**

*Minute No. 8605*

*Moved:Cr R Boshammer*

*Seconded:Cr J Parker*

*That Council to accept the affidavit as evidence from the sailing club as presented and authorise the CEO to negotiate a new lease and develop the lease site with a contribution from Council of up to \$75,000*

**CARRIED: (4/5)**

Doc # 064905

Doc No.	064905
Date	16 FEB 2009
Officer	CEO
Response	
File	43.04.01
Cross Ref.	01-2360.70



**ORD RIVER SAILING CLUB**

P.O. Box 223,  
KUNUNURRA, W.A. 6743.

Mr Alex Douglas  
Executive Manager  
Engineering and Regulatory Services  
Shire of Wyndham East Kimberley  
PO Box 614, Kununurra, WA 6743.

Dear Mr Douglas

**ORD RIVER SAILING CLUB LEASE**

Further to your letter of 22 January 2009 and the Council Decision (Minute No. 8519) in the Minutes of the Ordinary Council Meeting of 20 January 2009, I understand that Council requires further authentication of the ORSC's membership.

The ORSC's Committee is determined that privacy considerations for both the Club and for its individual members will be observed. I therefore provide a Statutory Declaration stating that the ORSC had no less than twenty seven (27) members at the end of 2008 and also stating that the ORSC's AGM was conducted on 10 March 2008. By way of further proof of the Club's legal existence I have attached copies of two recent bank statements and once again a copy of the Club's Incorporation Certificate.

The ORSC, one of Kununurra's oldest Clubs, wishes to emphasise that it has been in communication with the Shire of Wyndham East Kimberley for three and a half years in an effort to secure, out of preference, a lease for its existing and original site to provide a basic sailing facility on Lake Kununurra that may benefit present and future generations (refer ORSC correspondence to Council dated 17 September 2005, 19 June 2006 and again 2 February 2008).

Having provided the information requested, the ORSC, now looks forward to receiving the Shire's earliest advice that Council has either agreed to:

- the ORSC's request for a lease of its original and current location (by far the most cost-effective option, especially given the ample room upstream for commercial operators and as included in the Shire's original concept for a commercial boating facility); or
- meet the full cost of any relocation, preferably by recouping it from the commercial beneficiaries, and with the confirmed Department of Water approval for the construction of a new launching inlet and ramp.

Torben Sass-Nielsen  
Commodore  
15 February 2009

Copies to: SWEK Councilors, Department of Water

WESTERN AUSTRALIA

OATHS, AFFIDAVITS AND STATUTORY DECLARATIONS ACT 2005

STATUTORY DECLARATION

I, TORBEN SASS-NIELSEN OF 114 PARADOTE  
CROSE, KUNUNURRA, WESTERN AUSTRALIA,  
(name, address and occupation of person making declaration)  
AGRICULTURAL CONTRACTOR

sincerely declare as follows:-

- 1) AT THE END OF THE 2008 CALENDER YEAR THE DAD RIVER SAILING CLUB INCORPORATED HAD NO LESS THAN TWENTY SEVEN (27) MEMBERS.
- 2) THE DAD RIVER SAILING CLUB INC. CONDUCTED ITS ANNUAL GENERAL MEETING FOR 2008 ON THE TENTH DAY OF MARCH, TWO THOUSAND AND EIGHT

(insert content of the statutory declaration; use numbered paragraphs if content is long)

This declaration is true and I know that it is an offence to make a declaration knowing that it is false in a material particular.

This declaration is made under the *Oaths, Affidavits and Statutory Declarations Act 2005*

at Kununurra  
(place)  
11 FEBRUARY 2009  
(date)  
in the presence of - [Signature]  
(Signature of authorised witness)  
Andrew Douglas Deas  
JP 5529  
(Name of authorised witness and qualification as such a witness)

by [Signature]  
(Signature of person making the declaration)

## 12.6.2 USE OF COMMON SEAL (8606)

<b>DATE:</b>	17 March 2009
<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 9 February to 9 March 2009.

- Funding Contract - Cumbungi Trial Lily Creek Lagoon
- Employment Contract - Kenneth Cotter
- Employment Contract - Gill Old

### **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:

### **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**

This report aligns with Council's focus on Governance, Key Result Area 5, in Council's Strategic Plan.

### **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

## **OFFICER'S RECOMMENDATION**

That Council receive the report on the application of the Shire of Wyndham East Kimberley Common Seal from 9 February to 9 March 2008.

## **COUNCIL DECISION**

*Minute No. 8606*

*Moved:Cr P Caley*

*Seconded:Cr K Torres*

*That Council receive the report on the application of the Shire of Wyndham East Kimberley Common Seal from 9 February to 9 March 2008.*

**CARRIED UNANIMOUSLY: (8/0)**

### 12.6.3 DELEGATED AUTHORITY REPORT (8607)

<b>DATE:</b>	17 March 2009
<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 17 March February 2009.

#### **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 2009.

## **COUNCIL DECISION**

*Minute No. 8607*

*Moved:Cr P Caley*

*Seconded:Cr K Torres*

*That Council receive the Delegated Authority Report for the period 2009*

***CARRIED UNANIMOUSLY: (8/0)***

**Attachment: Delegated Authority Report**

**BUILDING LICENCES ISSUED UNDER DELEGATED AUTHORITY – 1 – 28 February 2009**

LIC#	DATE	OWNER	ADDRESS	BUILDER	LOCATION	DESCRIPTION	NEW /ADD	LOT AREA	FLOOR AREA	EST. VALUE
012/2009	1/02/2009	R Lethbridge	PO Box 88 Kununurra	R Lethbridge	Lot 2 Old Darwin Road Kununurra	Non-habitable Shed without ablution	New	13.684	224	\$60,000.00
013/2009	1/02/2009	Summitstar Pty Ltd	PO Box 957 Kununurra	Bruce Carey	Lot 2 (3) Cocus Way Kununurra	Shop Fit out / refurbishment	Add		Exist	\$20,000.00
014/2009	5/02/2009	Burrows Nominies	Level 2 207 Murray St Mall Perth 6000	Ninos Bisso	Lot 2252 Konkerberry	Change of door locks for to magnetic type on fire doors(Auto activation)	Alt		Exist	\$6,280.00
015/2009	9/02/2009	S Grandison	PO Box 591 Kununurra	S Grandison	Lot 219 (1) Bloodwood Drive Kununurra	Class 1A caretakers quarters with Class 10A lean-to & ablution	New	0	84	\$74,800.00
016/2009	9/02/2009	Lake Argyle Pty Ltd	PO Box 616 Kununurra	Lake Argyle Pty Ltd	Lot 3001 Lake Argyle Road Lake Argyle	Class 3 Accommodation units (4 units)	New		260	\$184,000.00
017/2009	9/02/2009	G Duley	218 Attunga Road Yowie Bay NSW	Colin Wilkinson Developments Pty Ltd	Lot 207 (122) Casuarina Way Kununurra	Class 1A dwelling with Class 10A carport & verandah attached	New		245	\$383,019.00
018/2009	11/02/2009	Lillian Royce	4360A Old Northern Road Maroota NSW 2756	Jemma Waters	Lot 689 (62) Riverfig Avenue Kununurra	Overheight front fence	New			\$2,500.00
019/2009	12/02/2009	Des Hardtville	PO Box 85 Wyndham	Des Hardtville	Lot 1294 Great Northern Highway Wyndham	Tropical roof over relocated transportable dwelling	New		340	\$40,000.00

020/ 2009	18/02/2009	Kevin Collins	PO Box 1430 Kununurra	Kevin Collins	Lot 1862 (24A) Lemonwood Way Kununurra	Overheight front fence	New			\$2,500.00
021/ 2009	18/02/2009	Mango Meadows	PO Box 387 Kununurra	Marvic Constructions	Lot 22 (Loc 214F) Riverfarm Road Kununurra	Class 1A - extension to existing dwelling	Add		16	\$12,000.00
022/ 2009	22/02/2009	SWEK	PO Box 614 Kununurra	Ag Society as Owner Builder	Lot 77 Coolibah Drive	Class 10a storage shed	New		1266	\$30,000.00
023/ 2009	22/02/2009	Aboriginal hostels Ltd	PO Box 30 Wooden ACT 2606	TBA	Lot 302 Victoria highway	Class 3 and 9b	New			\$8,000,000.00
024/ 2009	23/02/2009	Daniel Read	PO Box 348 Kununurra	Daniel Read	Loc 529 River Farm Road Kununurra	Class 6 - café	New			\$39,000.00
025/ 2009	27/02/2009	Wyndham District High School	PO Box 209 Wyndham	Wyndham Early Learning Activities	Lot 633 (18) Coverley Street Wyndham	Class 10A toilet block	New			\$15,000.00
026/ 2009	24/02/2009	Libuse Dessert	PO Box 1059 Kununurra	Libuse Dessert	Lot 35 (1) Cajuput Street Kununurra	Class 1A & 10A extension to existing dwelling	Add			\$200,000.00
027/ 2009	26/02/2009	Zilka Becke	PO Box 2132 Kununurra	Zilka Becke	Lot 31 Egret Close Kununurra	Class 10A - ablution additon to existing shed	New			\$10,000.00
028/ 2009	27/02/2009	Tropical Forestry Services Ltd	254 Adelaide Terrace Perth	Tropical Forestry Services Ltd	Loc 385 Packsaddle Road Kununurra	Class 10A - front & rear verandah extension to existing dwelling	Add			\$30,000.00
029/ 2009	27/02/2009	Ngnowar Aerwah Aboriginal Corporation	PO Box 250 Wyndham	Ngnowar Aerwah Aboriginal Corporation	Lot 1370 Great Northern Highway Wyndham	Class 10A - Tropical roof over store areas	New			\$80,000.00
										<b>\$9,189,099.00</b>

**THERE WERE NO SIGN LICENCES ISSUED UNDER DELEGATED AUTHORITY – 1 – 28 FEBRUARY 2009**

**DEMOLITION LICENCES ISSUED UNDER DELEGATED AUTHORITY – 1 - 28 February 2009**

Licence Number	Date	Assess No	Property Address	Premises	Owner	Builder/ Contractor	Contact Details	Comments (Asbestos)
01/2009	5/02/2009		Lot 1056(8) Woolybutt St Kununurra	Garden Shed	Paul Hutton	Paul Hutton	PO Box 285 kununurra WA	
02/2009	19/02/2009	423	Lot 1086 (17) Dulverton Street Wyndham	Single Dwelling	Department of Housing & Works	Franmore Constructions	PO Box 702 Kununurra	Timber frame - asbestos clad

**TOWN PLANNING DELEGATED AUTHORITY APPROVALS - 10 February 2009 - 10 March 2009**

Application / Delegation Number	Approval Type	Date Received	Applicant	Owner	Property Address	Proposed Development	Assess't Number	Approval Date
02/09	P	12-Jan-09	Zilke Becke	Z Becke and R Parsons	Lot 31 Egret Close, Knx	Amendment to original submission	6934	13-Feb-09
03/09	P	16-Jan-09	Civic North: Nick Hanigan	MP Properties	Lot 103 Bloodwood Drive, Knx	Addition of 9 Premier Accomodation Units	1165	18-Feb-09
04/09	P	16-Jan-09	Civic North: Nick Hanigan	The Kimberley Grand	Lot 2387 Bandicoot Drive, Knx	Tourism Resort + 1 Managrs Residence	3234	18-Feb-09
06/09	P	23-Jan-09	P J Hutton	P J Hutton	Lot 1056 Woolybutt Street, Knx	New Shed	850	23-Feb-09
07/09	P	28-Jan-09	R Finckh	R Finckh	Lot 1215 Bloodwood Drive, Knx	Shed Extension	1033	23-Feb-09
08/09	P	29-Jan-09	R Spalding	R Spalding	Lot 1530 Poincettia Way, Knx	Shed Extension	1136	23-Feb-09
09/09	IP	15-Aug-07	S Suthie, Kent Corporation	A & K Keefe	Lot 1275 Bandicoot Drive, Knx	Transportable Accommodation Unit	6701	18-Feb-09
10/09	p	15-Jan-09	WA Aquaculture	Mudlark Pty Ltd	Lot 3 Barytes Road, Wyndham	Earthern Pond Aquaculture Farm	2491	12-Feb-09
11/09	P	9-Feb-09	Colin Morris	F Bolten-Boschammer	Lot 57 Stock Route Rd KL 238	Managers Residence	57	23-Feb-09

**COMMUNITY QUICK GRANTS DELEGATED AUTHORITY APPROVALS - 18 February 2009 to 17 March 2009**

<b>Approval Date</b>	<b>Organisation</b>	<b>Purpose of Quick Grant</b>	<b>Total Project Cost</b>	<b>Amount Requested</b>	<b>Amount Approved</b>
3 March 09	Kununurra Neighbourhood House	Contribution to International Women's Day – 28 <sup>th</sup> March 09	\$3,500	\$500	\$500
3 March 09	Wyndham District High School	Week of hip hop workshops for youth by 'Indigenous Hip Hop Community Tours 2009'.	\$8,000	\$500	\$500

**COMMUNITY IN-KIND REQUESTS DELEGATED AUTHORITY APPROVALS - 18 February 2009 to 17 March 2009**

<b>Approval Date</b>	<b>Organisation</b>	<b>Request Details</b>	<b>In-Kind Value</b>
25 Feb 09	St Joseph's School	Waiver of hall hire fees for St. Patrick's Day Quiz Night fundraising event, 21 <sup>st</sup> March 2009.	\$375

## 12.7 ELECTED MEMBER REPORTS

Cr D Ausburn

8th..March    Ord River Sport Club..Special Meeting  
9th..March    Liqour Accord Meeting  
                  CEO Committee  
10th..March    Audit Committee  
11th..March    Govenor General Sanderson Meeting  
16th..March    Roadwise Meeting

Cr F Mills

### Presidents Announcements February / March

18 February - met with Minister Kim Hames in Wyndham re Hospital

18 February - Brendon Gryllis at Mirima Dawang Woorlab-Gerring Language & Culture Centre

19 February - 0830 Meeting with Brendon Gryllis received cheque \$55,000 for cumbungi trial

19 February - 0900 Meeting with Kim Hames follow up re hospital and other issues re his portfolios

20 February - teleconference with Kimberley Zone Presidents re amalgamation issues

25 February - follow-up teleconference with Kimberley Zone Presidents re amalgamation issues

26 February - 0830 meeting with Murray Smalpage, Jim Cave, Phil Clews District Police Inspector and Superintendents discussed police issues and perception of their performance in SWEK

26 February - 1630 Monthly briefing meeting with MG Corp

3-4 March - Regional Australia Development meeting in Broome.

4 March - met with Inspector Jim Cave discussed policing in Kununurra

8 March - special general meeting with Ord River Sports Club with CEO and Councillors Ausburn and Wright discussed club issues

9 March - with Councillors Addis and Ausburn discussed CEO?s KPI?s

11 March - Breakfast at Parliament House with MP?s Norman Moore, Ken Baston, Shelley Archer and for a short time Carol Martin. Kimberley and Pilbara Zone delegates were the invited guests

12-13 - March Kimberley and Pilbara Zone meetings and joint conference

14 March - CEO and myself met with Ryan Victa from Landcorp discussed forthcoming Planning by Design Project

17-18 - March attending Australian Masters Marketing seminar with relation to tourism

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

Nil

**14. QUESTIONS BY MEMBERS OF WHICH DUE NOTICE HAS BEEN GIVEN**

Nil

**15. URGENT BUSINESS APPROVED BY THE PERSON PRESIDING OR BY DECISION**

**15.1 ADOPTION OF PROPOSED LEASES FOR COMMERCIAL BOAT OPERATORS (8608) (8609)**

<b>DATE:</b>	17 March 2009
<b>PROPONENT:</b>	Shire Of Wyndham East Kimberley
<b>LOCATION:</b>	Lake Kununurra, Portion Of Reserve 41812
<b>AUTHOR:</b>	Peter Stubbs, Chief Executive Officer
<b>REPORTING OFFICER:</b>	Peter Stubbs, Chief Executive Officer
<b>FILE NO:</b>	43.04.01
<b>ASSESSMENT NO:</b>	N/A

**PURPOSE**

For Council to consider the draft leases prepared for the commercial boat use of parts of Reserve 41812 on Lake Kununurra, between Swim Beach and Ski Beach.

**BACKGROUND**

At the Ordinary Council meeting 16 December 2008 Council resolved to establish new leases on the Lake Kununurra Foreshore for commercial boat operators to use. The Council resolution is provided below:

*Minute No. 8608*

*Moved:Cr J Moulden*

*Seconded:Cr J Parker*

That after consideration of public comment:

1. *Council offer by private treaty 21 year leases to the following companies; Triple J, Kununurra Cruises- The BBQ Boat, Alligator Airways and Diversion Cruises & Hire - Celliston Nominees, to facilitate establishment of their business on the Lake Kununurra Foreshore in the area indentified as Proposed Leases Stage 1 on Map 1 attached, with the following conditions:*
  - a. *That the rental rate shall be \$7 per square metre.*
  - b. *That lease fees be set at 50% of market rate in year one of the proposed lease, 75% of the market rate in year two, and 100% in year three.*
  - c. *That fees are payable annually in advance.*
  - d. *Rent shall be reviewed on an annual basis with the rent to increase by the State CPI. Should the application of CPI result in a reduction in rent the current rent shall be charged*
  - e. *Shire rate to apply to lease.*
2. Council advise the proprietors for Triple J, Kununurra Cruises - The BBQ Boat, Alligator Airways and Diversion Cruises & Hire - Celliston Nominees that should the offer of the lease not be confirmed in writing to the Council by

the 30 January 2009, then the offer of the leases will lapse, and Council will reconsider its options including disposal of the proposed leased areas by public tender and or auction.

*CARRIED: (7/1)*

*CARRIED UNANIMOUSLY: (8/0)*

A draft lease has been prepared and provided to the proposed lessees, elected members of Council, and the Department of Water (as co vestee of Reserve 41812) separate to this report.

### **STATUTORY IMPLICATIONS**

Section 3.58 of the Local Government Act 1995 requires determines that leasing of land is regarded as “disposal” of land under that Act. The Act requires that advertising and consideration of public comment occur before a final determination to proceed to lease by private treaty occurs. This process has been followed.

### **POLICY IMPLICATIONS**

Nil

### **FINANCIAL IMPLICATIONS**

Lease areas total approximately 3000m<sup>2</sup>. At a rate of \$7m<sup>2</sup> the leases will result in an ongoing revenue of \$63,000 per year.

### **STRATEGIC IMPLICATIONS**

The proposed leases contribute to a number of strategic goals the Council has set including:

- Partnering with tourism strategies that promote opportunities for economic growth,
- Advocating for opportunities unique to the region,
- Effective partnership with the public and private sectors.

### **COMMUNITY CONSULTATION**

Public advertising and considering of public comment occurred in 2008.

### **COMMENT**

Establishment of a suitable inlet for the mooring of Triple J and The BBQ Boats, and clearing of lease sites has commenced.

The three proposed lessees are combining and using the same architects and suppliers of materials to establish their lease premises so that the development is of a consistent standard.

An order has been placed with Horizon Power to connect power to the lease sites.

Assuming the lease is adopted by Council as recommended, and the lessees sign off, it is still going to be some months before the leased sites can be operational. During that time, and until the sites are operational it will be necessary for these businesses to continue to operate as they have done in previous years.

There is going to be the need for some change to the draft lease around matters such as fuel storage, sullage management and building standards etc. Fuel and sullage storage and conditions for that will need the approval of other agencies, and this is currently being negotiated.

Building standards are a consideration for the Council in accordance with the building legislation it manages, the Town Planning Scheme and use of the leased site and Reserve. Plans for the proposed infrastructure have not been submitted to the Shire as yet.

### **ATTACHMENTS**

The draft lease has been circulated separately to the report.

### **VOTING REQUIREMENT**

Simple Majority

### **OFFICER'S RECOMMENDATION**

That Council adopt the draft lease as presented and consistent with the conditions determined in Council Minute Number 8493, to establish the leases with Triple J Tours, The BBQ Boat, and Alligators Airways, on the Lake Kununurra Foreshore, between Swim Beach and Ski Beach, and that Council give delegated authority to the Shire President, Deputy Shire President and Chief Executive Officer to negotiate change to the draft lease, as needed to facilitate the lease implementation.

### **COUNCIL DECISION**

***Minute No. 8608***

***Moved:Cr J Moulden***

***Seconded:Cr J Parker***

***That Council accept Item 15.1 Adoption of Proposed Leases for Commercial Boat Operators.***

***CARRIED UNANIMOUSLY: (8/0)***

***Minute No: 8609***

***Moved:Cr D Ausburn***

***Seconded:Cr J Parker***

***Council moved that the Item 15.1 Adoption of Proposed Leases for Commercial Boat Operators to be deferred to the April Briefing Session.***

***DEFERRED: (8/0)***

## 16. MATTERS BEHIND CLOSED DOORS

### 16.1 COMPENSATION: LOT1039 GREYBOX CRESCENT (8610)

<b>DATE:</b>	17 March 2009
<b>PROPONENT:</b>	Reg Properties Pty Ltd
<b>LOCATION:</b>	Lot 1030 Greybox Crescent
<b>AUTHOR:</b>	Jennifer Ninnette Town Planning Officer
<b>REPORTING OFFICER:</b>	Peter Stubbs Chief Executive Officer
<b>FILE NO:</b>	01.2192.02
<b>ASSESSMENT NO:</b>	A2192

This item will be discussed Behind Closed Doors under Section 5.23 (2) (\*\*\*) as this is a matter that affects

- (d) legal advice obtained, or which may be obtained, by the local government and which relates to a matter to be discussed at the meeting;

#### **PURPOSE**

For Council to consider legal advice, in regards to the request for compensation by Reg Properties Pty Ltd Lot and its purchase by tender of 1039 Greybox Crescent, Kununurra.

This matter is considered under confidential cover Section 5.23 (2) (d) of the Local Government Act 1995 as it contains confidential legal advice to the Council.

#### **COUNCIL DECISION**

*Minute No. 8610*

*Moved:Cr R Boshammer*

*Seconded:Cr P Caley*

*That Council seek a negotiated compensation payment of \$38,000 and delegate to the Shire President and Chief Executive Officer to negotiate further as required on a compensation payment to Reg Properties Pty Ltd in relation to their purchase of Lot 1039 Greybox Crescent, Kununurra by tender, in recognition of the portion of lands rendered unsuitable for residential development due a the discovery of sewer lines through the property.*

**CARRIED UNANIMOUSLY: (8/0)**

## 16.2 AUSTRALIAN GOLD AND DIAMONDS (8611)

<b>DATE:</b>	17 March 2009
<b>PROPONENT:</b>	Shire Of Wyndham East Kimberley
<b>LOCATION:</b>	Shire Of Wyndham East Kimberley
<b>AUTHOR:</b>	Gill Old Acting Executive Manager Corporate Services
<b>REPORTING OFFICER:</b>	Peter Stubbs Chief Executive Officer
<b>FILE NO:</b>	61.23.02, 01.6071.04, 01.2434.04
<b>ASSESSMENT NO:</b>	A6071

This item will be discussed Behind Closed Doors under Section 5.23 (2) (\*\*) as this is a matter that affects

- (d) legal advice obtained, or which may be obtained, by the local government and which relates to a matter to be discussed at the meeting;

### **PURPOSE**

To present updated information regarding this outstanding rates debt to the Audit Committee for recommendation to Council.

### **COUNCIL DECISION**

*Minute No. 8611*

*Moved:Cr D Ausburn  
Seconded:Cr K Torres*

*That Council adopt Audit Committee Recommendation that the outstanding debt of \$63,969.59 plus accrued penalties relating to Australian Gold & Diamonds Pty Ltd non current mining tenements are written off.*

**CARRIED UNANIMOUSLY: (8/0)**

### 16.3 CEO PERFORMANCE INDICATORS (8612)

<b>DATE:</b>	17 March 2009
<b>PROPONENT:</b>	Shire Of Wyndham East Kimberley
<b>LOCATION:</b>	East Kimberley
<b>AUTHOR:</b>	Peter Stubbs Chief Executive Officer
<b>REPORTING OFFICER:</b>	Cr Fred Mills Shire President
<b>FILE NO:</b>	10.968.05
<b>ASSESSMENT NO:</b>	N/A

#### **PURPOSE**

For Council to consider adopting Key Performance Indicators related the Chief Executive Officer position for the year ahead.

This matter is considered under confidential cover Section 5.23 (2) (a) (b) (c) of the Local Government Act 1995 as it relates to the employment of a staff member.

#### **COUNCIL DECISION**

***Minute No. 8612***

***Moved:Cr K Wright***

***Seconded:Cr J Parker***

***That Council defer Item 16.3 CEO Performance Indicators to the April Council Meeting***

***DEFERRED: (8/0)***

**16.4 HM DEVELOPMENT PTY LTD PROPOSED INVESTMENT (8613)  
(8614)**

<b>DATE:</b>	17 March 2009
<b>PROPONENT:</b>	Shire Of Wyndham East Kimberley
<b>LOCATION:</b>	Bandicoot Drive, East Kimberley
<b>AUTHOR:</b>	Peter Stubbs Chief Executive Officer
<b>REPORTING OFFICER:</b>	Peter Stubbs Chief Executive Officer
<b>FILE NO:</b>	01.1141.02
<b>ASSESSMENT NO:</b>	A1141

This item will be discussed Behind Closed Doors under Section 5.23 (2) (\*\*\*) as this is a matter that affects

(e) a matter that if disclosed, would reveal —

(iii) information about the business, professional, commercial or financial affairs of a person, where the trade secret or information is held by, or is about, a person other than the local government;

**PURPOSE**

For Council to consider a request by HM Developments PTY LTD for it to invest in a proposed resort style development between Victoria Highway and Bandicoot Drive, Kununurra.

This matter is considered under confidential cover and is to be discussed Behind Closed Doors under Section 5.23 (2) (e) (iii) of the Local Government Act 1995.

## **COUNCIL DECISION**

**Minute No. 8613**

**Moved:Cr P Caley**

**Seconded:Cr R Boshammer**

***That council elect Cr Ausburn to chair the meeting as Cr Addis declared a Financial Interest.***

**CARRIED UNANIMOUSLY: (7/0)**

*Cr Addis left the room at 7.15pm as he declared a Financial Interest*

**Minute No: 8614**

**Moved:Cr P Caley**

**Seconded:Cr K Wright**

***Council thank HM Development for the opportunity but advise that Council declines the offer.***

**CARRIED UNANIMOUSLY: (7/0)**

*Cr Addis left the room at 7.15pm*

*Cr Addis returned to the room at 7.30pm*

## **17. CLOSURE**

With all matters of Business complete Cr R Addis, Deputy Shire President declared the meeting closed at 7.31pm.