



**MINUTES OF ORDINARY MEETING OF COUNCIL
HELD ON 28 MAY 2013**

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

Shire President Confirmed

Date: _____

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**SHIRE OF WYNDHAM EAST KIMBERLEY
MINUTES
OF THE ORDINARY COUNCIL MEETING
HELD ON TUESDAY, 28 MAY 2013 AT 5:00 PM.**

1. DECLARATION OF OPENING / ANNOUNCEMENT OF VISITORS

The Shire President declared the meeting open at 5:00pm.

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

ATTENDANCE

Cr J Moulden	Shire President
Cr D Ausburn	Deputy Shire President
Cr J Parker	Councillor
Cr R Addis	Councillor
Cr J McCoy	Councillor
Cr R Dessert	Councillor
Cr C Gore-Birch Gault	Councillor
Cr D Learbuch	Councillor
G Gaffney	Chief Executive Officer
D Hannington	Director Corporate Services
N Kearns	Director Community Development
M Callus	Executive Assistant to the Chief Executive Officer
D McCallum	Governance Officer (Minute Taker)
E Davidson	Planning Officer
P Kerp	Manager Engineering Services

GALLERY

Nil

APOLOGIES

Cr M Kelly Councillor

LEAVE OF ABSENCE PREVIOUSLY APPROVED

Nil

3. DECLARATION OF INTEREST

- **Financial Interest**

Nil

- **Impartiality Interest**

Nil

- **Proximity Interest**

Cr Di Ausburn

Item 12.4.2 Development Application for Proposed Extension to Caretakers Residence – Lot 2 Konkerberry Drive, Kununurra

A property owned by Cr Ausburn and her husband has been referred to in item 12.4.2.

4. RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE

Nil

5. PUBLIC QUESTION TIME

Nil

6. PETITIONS

Nil

7. APPLICATIONS FOR LEAVE OF ABSENCE

Cr Ralph Addis applies for a leave of absence for June Ordinary Council Meeting

COUNCIL DECISION

Minute No. 10058

**Moved: Cr J McCoy
Seconded: Cr J Parker**

That Council grants Cr Ralph Addis a leave of absence for June 2013 Ordinary Council Meeting

Carried Unanimously 8/0

Cr Cissy Gore-Birch Gault applies for a leave of absence for June Ordinary Council Meeting

COUNCIL DECISION

Minute No. 10059

**Moved: Cr J McCoy
Seconded: Cr J Parker**

That Council grants Cr Cissy Gore-Birch Gault a leave of absence for June 2013 Ordinary Council Meeting

Carried Unanimously 8/0

8. CONFIRMATION OF MINUTES

8.1 CONFIRMATION OF MINUTES OF ORDINARY COUNCIL MEETING OF 23 APRIL 2013

RECOMMENDATION

That Council confirms the Minutes of the Ordinary Council Meeting held on 23 April 2013

COUNCIL DECISION

Minute No. 10060

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

That Council confirms the Minutes of the Ordinary Council Meeting held on 23 April 2013

Carried Unanimously 8/0

9. ANNOUNCEMENTS BY THE PERSON PRESIDING WITHOUT DISCUSSION

10. DEPUTATIONS / PRESENTATIONS / SUBMISSIONS

Nil

11. MINUTES OF COUNCIL COMMITTEE MEETINGS

Nil

12. REPORTS

Nil

12.1 MATTERS ARISING FROM COMMITTEES OF COUNCIL

Nil

12.2 CORPORATE SERVICES

12.2.1 Monthly Financial Report – March 2013

DATE:	28 May 2013
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	N/A
AUTHOR:	Asanka Jayakody, Accountant
REPORTING OFFICER:	Dave Hannington, Director Corporate Services
FILE NO:	FM.09.5

PURPOSE

For Council to note and accept the Monthly Financial Report for March 2013.

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

No policy implications apply in the preparation of the report.

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 target.

STRATEGIC IMPLICATIONS

Strategic Community Plan – Strategy 1.4.3
Maintain Council's long term financial viability

COMMUNITY CONSULTATION

Community consultation is not required in relation to this item.

COMMENT

Comments in relation to budget to actual variances are included as a note in the Financial Report.

ATTACHMENTS

Attachment 1 – Monthly Financial Report

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council accepts the Monthly Financial Report for the month of March 2013.

COUNCIL DECISION

Minute No. 10061

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

That Council accepts the Monthly Financial Report for the month of March 2013

Carried Unanimously 8/0



Shire of Wyndham East Kimberley

Monthly Financial Report 2012/2013

As at 31 March 2013

Presented to Council 28 May 2013

Contents:

- 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)

Financial Activity Legend:
Above Budget Expectations: ▲
Below Budget Expectations: ▼

Shire of Wyndham East Kimberley

Statement of Financial Activity Year to Date Actual v Year to Date Budget as at 31 March 2013

	YTD Actual 2012/13 \$	YTD Budget 2012/13 \$	YTD Variance 2012/13	
			\$	%
Revenue				
General Purpose Funding	2,026,732	2,026,732	0	0% ▼
Governance	185,335	185,335	0	0% ▼
Law, Order, Public Safety	35,505	35,505	0	0% ▼
Health	10,418	10,418	0	0% ▼
Education and Welfare	155,788	148,882	6,906	5% ▲
Housing	127,595	123,659	3,936	3% ▲
Community Amenities	2,096,850	2,087,981	8,869	0% ▲
Recreation and Culture	368,123	362,069	6,054	2% ▲
Transport	3,893,039	3,891,130	1,909	0% ▲
Economic Services	85,817	85,817	0	0% ▼
Other Property and Services	172,654	172,654	0	0% ▼
	<u>9,157,856</u>	<u>9,130,182</u>	<u>27,674</u>	<u>0% ▲</u>
Expenses				
General Purpose Funding	(455,497)	(455,490)	(7)	0% ▲
Governance	(1,211,472)	(1,194,099)	(17,373)	1% ▲
Law, Order, Public Safety	(384,104)	(377,700)	(6,404)	2% ▲
Health	(321,962)	(322,128)	165	0% ▼
Education and Welfare	(336,179)	(331,633)	(4,546)	1% ▲
Housing	(500,616)	(489,986)	(10,629)	2% ▲
Community Amenities	(3,369,794)	(3,358,013)	(11,781)	0% ▲
Recreation & Culture	(3,365,340)	(3,343,192)	(22,148)	1% ▲
Transport	(5,383,450)	(5,380,223)	(3,227)	0% ▲
Economic Services	(564,530)	(560,679)	(3,851)	1% ▲
Other Property and Services	(137,003)	(119,274)	(17,729)	15% ▲
	<u>(16,029,947)</u>	<u>(15,932,418)</u>	<u>(97,529)</u>	<u>1% ▲</u>
Adjustments for Cash Budget Requirements:				
Non-Cash Expenditure and Revenue				
(Profit)/Loss on Asset Disposals	(32,118)	(32,118)	0	0% ▼
Movement in Accruals and Provisions	(18,687)	52,204	(70,891)	-136% ▲
Depreciation on Assets	3,032,383	3,032,383	0	0% ▼
Capital Expenditure and Revenue				
Purchase Land Held for Resale	(23,185)	(23,185)	0	0% ▼
Purchase Land and Buildings	(3,766,736)	(3,745,180)	(21,556)	1% ▲
Purchase Infrastructure Assets - Roads	(3,484,624)	(3,480,868)	(3,756)	0% ▲
Purchase Infrastructure Assets - Footpaths	(10,000)	(10,000)	0	0% ▼
Purchase Infrastructure Assets - Drainage	(363,005)	(344,967)	(18,039)	5% ▲
Purchase Infrastructure Assets - Other	(1,116,925)	(1,116,176)	(749)	0% ▲
Purchase Plant and Equipment	(464,116)	(464,116)	0	0% ▼
Purchase Furniture and Equipment	(772,723)	(742,069)	(30,654)	4% ▲
Grants / Contributions for Development of Assets	2,502,922	2,410,162	92,760	4% ▲
Proceeds from Disposal of Assets	310,853	294,944	15,909	5% ▲
Proceeds from Sale of Land Held for Resale	0	0	0	0% ▼
Repayment of Debentures	(204,880)	(204,880)	0	0% ▼
Proceeds from New Debentures	4,000,000	4,000,000	0	0% ▼
Transfers to Reserves (Restricted Assets)	(236,790)	(236,790)	0	0% ▼
Transfers from Reserves (Restricted Assets)	0	0	0	0% ▼
ADD Estimated Surplus/(Deficit) July 1 B/Fwd	8,457,035	8,457,035	0	0% ▼
LESS Estimated Surplus/(Deficit) June 30 C/Fwd	7,953,220	8,060,049	(106,829)	-1% ▼
Amount Required to be Raised from Rates	<u>7,015,908</u>	<u>7,015,908</u>	<u>0</u>	<u>0% ▼</u>

Shire of Wyndham East Kimberley

Note to Statement of Financial Activity

Net Current Assets
as at 31 March 2013

NET CURRENT ASSETS

Composition of Estimated Net Current Asset Position

	YTD Actual 2012/13	Brought Forward 1 July 2012
CURRENT ASSETS		
Cash - Unrestricted	7,851,667	7,245,397
Cash - Restricted	6,705,247	6,468,456
Cash - Restricted Unspent Grants	0	0
Receivables	1,897,172	3,206,224
Inventories	14,895	11,865
	<u>16,468,980</u>	<u>16,931,942</u>
LESS: CURRENT LIABILITIES		
Payables and Provisions	(1,810,514)	(2,006,451)
Less: Cash - Restricted	<u>(6,705,247)</u>	<u>(6,468,456)</u>
NET CURRENT ASSET POSITION	<u><u>7,953,219</u></u>	<u><u>8,457,035</u></u>

Shire of Wyndham East Kimberley

Notes to Statement of Financial Activity
For the Period Ended 31 March 2013

Explanation of Material Variances

Variances +/- \$50,000 at Financial Statement Level

Variances +/- \$5,000 and 10% at Account Level

Operating

Recurrent Income - Excluding Rates		▲	
General Purpose Funding		▼	
No material variances to report			
Governance		▼	
No material variances to report			
Law, Order and Public Safety		▼	
No material variances to report			
Health		▼	
No material variances to report			
Education and Welfare		▲	
Operating Subsidy - Wyndham Childcare	\$ 6,900	▲	New subsidies received for staff training and equipment.
Housing		▲	
No material variances to report			
Community Amenities		▲	
No material variances to report			
Recreation and Culture		▲	
No material variances to report			
Transport		▲	
No material variances to report			
Economic Services		▼	
No material variances to report			
Other Property and Services		▼	
No material variances to report			
Recurrent Expenditure		▲	
General Purpose Funding		▲	
No material variances to report			
Governance		▲	
Strategic Planning Expenditure Phase 2 - Kimberley Regional Collaborative Group (KRCG)	\$ 13,500	▲	Secretariat salary expenses payout offset with underspend in project activity pending transfer to new Secretariat.
Law, Order and Public Safety			
Operating Grant Expenditure - Fire Prevention	\$ 9,800	▼	Insurance claim received not included in the budget.
Health		▼	
No material variances to report			
Education and Welfare		▲	
No material variances to report			
Housing		▲	
No material variances to report			

Shire of Wyndham East Kimberley

Notes to Statement of Financial Activity

For the Period Ended 31 March 2013

(continued)

Recurrent Expenditure (continued)

Community Amenities

No material variances to report

Recreation and Culture

Loss on Sale of Assets - Kununurra Leisure Centre \$ 7,900 ▲ Disposal loss of used assets after pool upgrade - Non cash item.

Transport

No material variances to report

Economic Services

No material variances to report

Other Property and Services

No material variances to report

Non Cash Expenditure and Revenue

Adjustments and Accruals

Movement in Accruals and Provisions \$ 70,900 ▲ Provisioning for employee costs and movement of land from inventory to non-current assets

Capital

Purchase Land Held for Resale

No material variances to report

Purchase Land and Buildings

Capital Improvements - Kununurra Child Care Centre \$ 21,600 ▲ Urgent capital improvement and maintenance hire than the expected budget.

Purchase Infrastructure Assets -

No material variances to report

Purchase Infrastructure Assets -

Footpaths

No material variances to report

Purchase Infrastructure Assets -

Drainage

Drainage - Kununurra Childcare (Ewin) Centre Chestnut Drive \$ 18,000 ▲ Cost and scope of necessary drainage work greater than budget.

Purchase Infrastructure Assets -

Other

No material variances to report

Purchase Plant and Equipment

No material variances to report

Purchase Furniture and Equipment

20, Coolibah - Admin Building Furniture & Equipment \$ 30,200 ▲ Additional cost covered under building acquisition budget.

Grants / Contributions for

Development of Assets

Road Contributions - Weero Road \$ 92,800 ▲ Expected developer contribution. Transaction occurred after the budget review.

Proceeds from Disposal of Assets

Heavy Plant - Trade Value \$ 15,900 ▲ Plant sale value hire than expected.

Debentures

No material variances to report

Reserves

No material variances to report

Shire of Wyndham East Kimberley

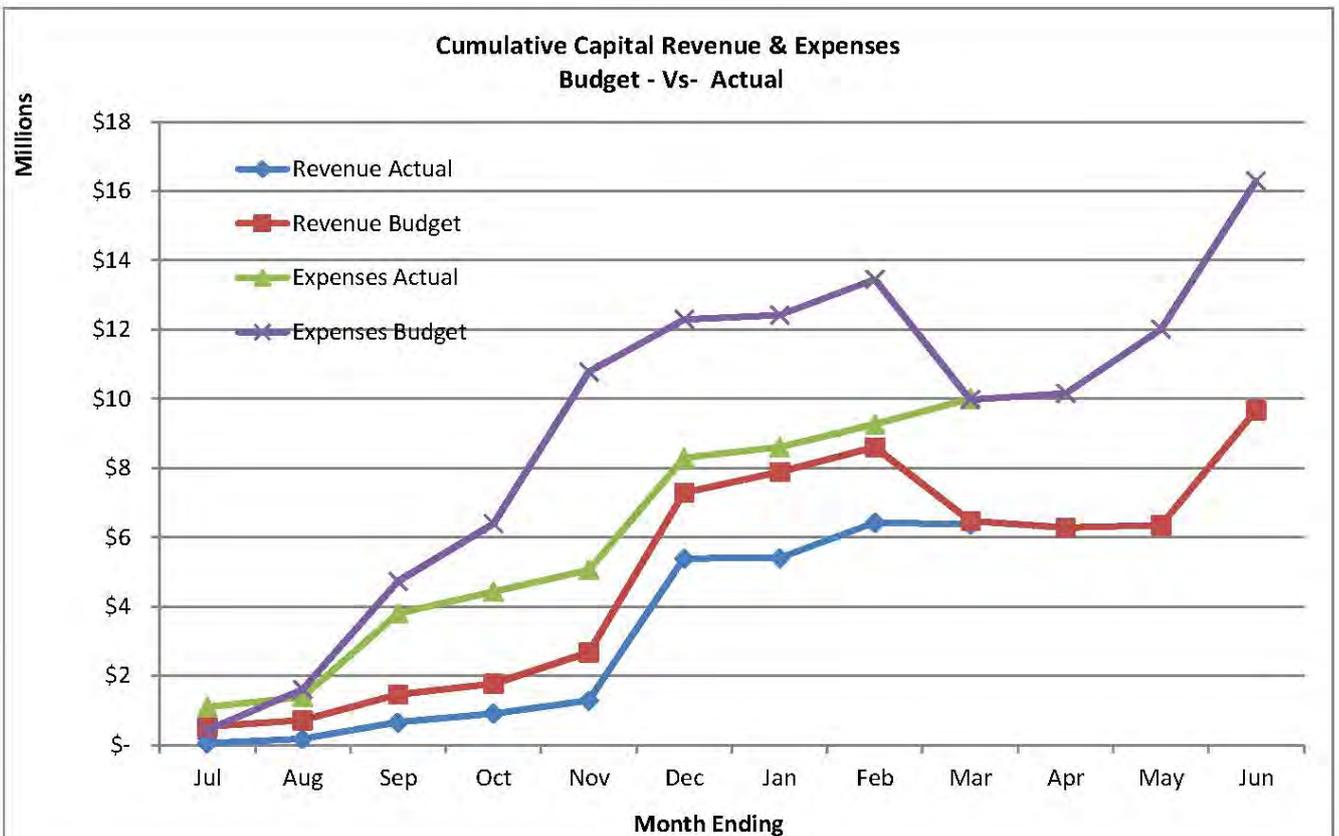
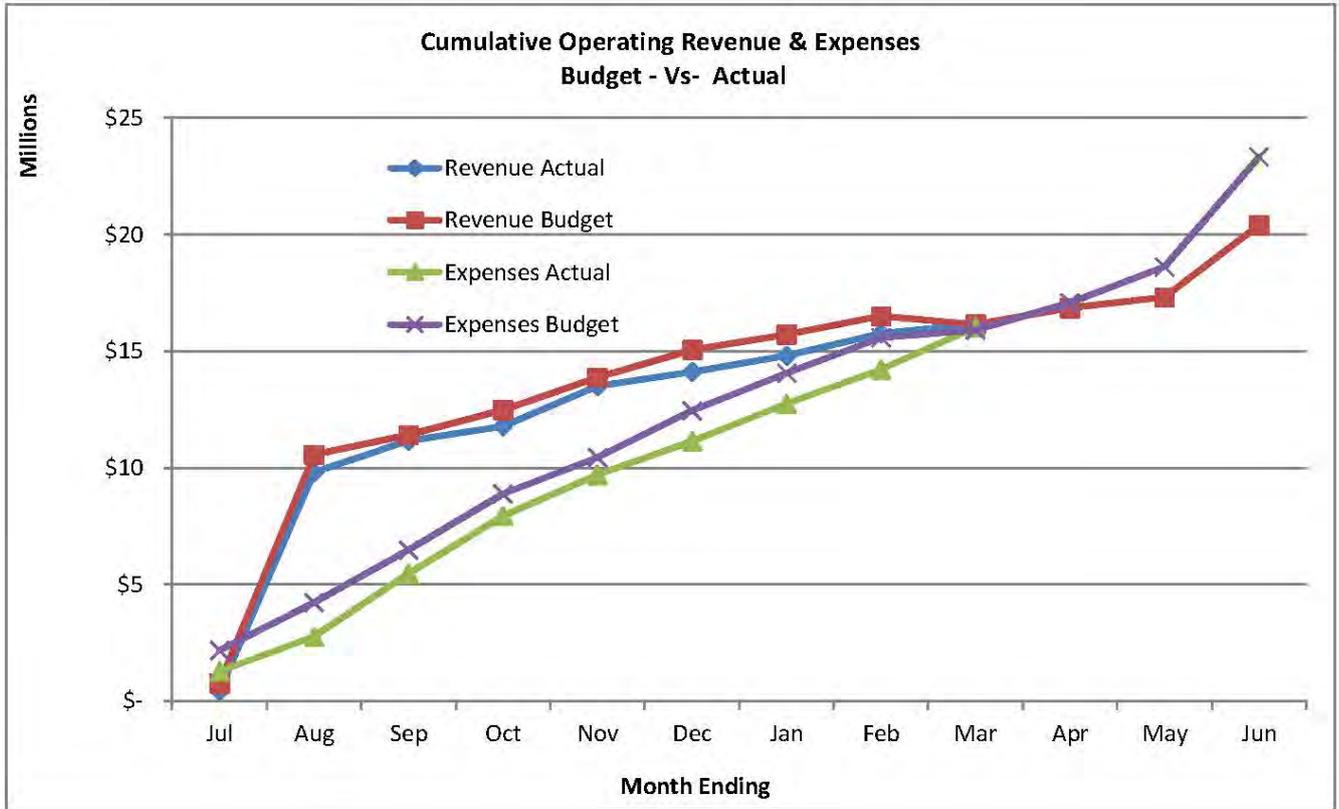
Note to Statement of Financial Activity

Budget Remaining to Collect/Spend
as at 31 March 2013

	YTD Actual 2012/13 \$	Annual Budget 2012/13	Budget Remaining 2012/13 \$ %	
Revenue				
General Purpose Funding	2,026,732	2,543,680	516,948	20% ▼
Governance	185,335	811,090	625,755	77% ▼
Law, Order, Public Safety	35,505	47,438	11,933	25% ▼
Health	10,418	19,500	9,082	47% ▼
Education and Welfare	155,788	164,305	8,517	5% ▼
Housing	127,595	893,056	765,461	86% ▼
Community Amenities	2,096,850	2,310,225	213,375	9% ▼
Recreation and Culture	368,123	557,914	189,790	34% ▼
Transport	3,893,039	5,398,303	1,505,264	28% ▼
Economic Services	85,817	114,500	28,683	25% ▼
Other Property and Services	172,654	491,501	318,847	65% ▼
	<u>9,157,856</u>	<u>13,351,512</u>	<u>4,193,656</u>	<u>31% ▼</u>
Expenses				
General Purpose Funding	(455,497)	(573,716)	(118,219)	21% ▼
Governance	(1,211,472)	(2,380,769)	(1,169,297)	49% ▼
Law, Order, Public Safety	(384,104)	(588,147)	(204,042)	35% ▼
Health	(321,962)	(420,012)	(98,049)	23% ▼
Education and Welfare	(336,179)	(478,926)	(142,747)	30% ▼
Housing	(500,616)	(700,540)	(199,925)	29% ▼
Community Amenities	(3,369,794)	(4,620,909)	(1,251,115)	27% ▼
Recreation & Culture	(3,365,340)	(4,554,679)	(1,189,339)	26% ▼
Transport	(5,383,450)	(7,771,949)	(2,388,499)	31% ▼
Economic Services	(564,530)	(783,235)	(218,705)	28% ▼
Other Property and Services	(137,003)	(445,912)	(308,910)	69% ▼
	<u>(16,029,947)</u>	<u>(23,318,794)</u>	<u>(7,288,847)</u>	<u>31% ▼</u>
Adjustments for Cash Budget Requirements:				
Non-Cash Expenditure and Revenue				
(Profit)/Loss on Asset Disposals	(32,118)	(728,879)	(696,761)	96% ▼
Movement in Accruals and Provisions	(18,687)	52,204	70,891	136% ▼
Depreciation on Assets	3,032,383	4,116,354	1,083,972	26% ▼
Capital Expenditure and Revenue				
Purchase Land Held for Resale	(23,185)	(24,000)	(815)	3% ▼
Purchase Land and Buildings	(3,766,736)	(5,608,132)	(1,841,396)	33% ▼
Purchase Infrastructure Assets - Roads	(3,484,624)	(4,692,412)	(1,207,788)	26% ▼
Purchase Infrastructure Assets - Footpaths	(10,000)	(22,500)	(12,500)	56% ▼
Purchase Infrastructure Assets - Drainage	(363,005)	(1,083,995)	(720,990)	67% ▼
Purchase Infrastructure Assets - Other	(1,116,925)	(2,687,894)	(1,570,969)	58% ▼
Purchase Plant and Equipment	(464,116)	(1,161,300)	(697,184)	60% ▼
Purchase Furniture and Equipment	(772,723)	(1,008,206)	(235,483)	23% ▼
Grants / Contributions for Development of Assets	2,502,922	4,505,393	2,002,471	44% ▼
Proceeds from Disposal of Assets	310,853	1,127,327	816,474	72% ▼
Proceeds from Sale of Land Held for Resale	0	0	0	0% ▼
Repayment of Debentures	(204,880)	(352,991)	(148,111)	42% ▼
Proceeds from New Debentures	4,000,000	4,400,000	400,000	9% ▼
Transfers to Reserves (Restricted Assets)	(236,790)	(915,037)	(678,247)	74% ▼
Transfers from Reserves (Restricted Assets)	0	910,777	910,777	100% ▼
ADD Estimated Surplus/(Deficit) July 1 B/Fwd	8,457,035	8,457,035	0	0% ▼
LESS Estimated Surplus/(Deficit) June 30 C/Fwd	7,953,220	2,360,819	(5,592,401)	-237% ▲
Amount Required to be Raised from Rates	<u>7,015,908</u>	<u>7,044,356</u>	<u>28,448</u>	<u>0% ▼</u>

Shire of Wyndham East Kimberley

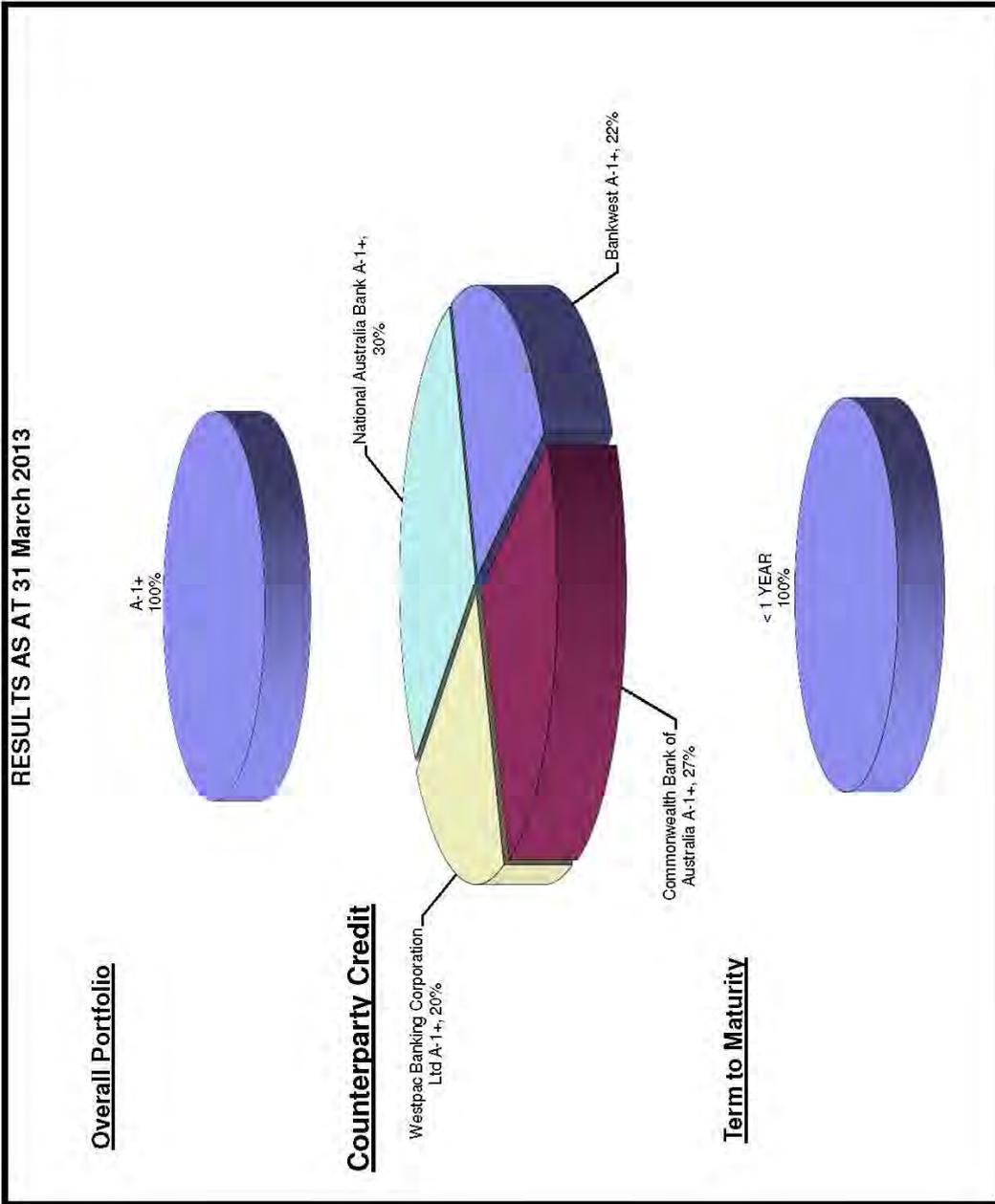
Note to Statement of Financial Activity as at 31 March 2013



Please note graphs above include net carry forward position from previous year as at 1 July 2012. This explains the gap between Expenses Budget and Revenue Budget as at 30 June 2013.

MONTHLY REPORT ON INVESTMENT PORTFOLIO (CASH)

RESULTS AS AT 31 March 2013



INVESTMENT POLICY F17

"Overall Portfolio Limits"

S&P Long Term Rating	S&P Short Term Rating	Direct Investment Maximum %	Managed Funds Maximum %
A-1+	A-1+	100%	100%
A-1	A-1	100%	100%
A-2	A-2	60%	80%

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

"Counterparty Credit Framework"

S&P Long Term Rating	S&P Short Term Rating	Direct Investment Maximum %	Managed Funds Maximum %
A-1+	A-1+	45%	50%
A-1	A-1	35%	45%
A-2	A-2	20%	40%

"Term to Maturity Framework"

Overall Portfolio Term to Maturity Limits	Individual Investment Maturity Limits
Portfolio % < 1 year	5 years
Portfolio % > 1 year	3 years
Portfolio % > 3 year	
Portfolio % > 5 year	
Non ADI	

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

12.2.2 Monthly Financial Report – April 2013

DATE:	28 May 2013
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	N/A
AUTHOR:	Asanka Jayakody, Accountant
REPORTING OFFICER:	Dave Hannington, Director Corporate Services
FILE NO:	FM.09.5

PURPOSE

For Council to note and accept the Monthly Financial Report for April 2013.

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

No policy implications apply in the preparation of the report.

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 target.

STRATEGIC IMPLICATIONS

Strategic Community Plan – Strategy 1.4.3
Maintain Council's long term financial viability

COMMUNITY CONSULTATION

Community consultation is not required in relation to this item.

COMMENT

Comments in relation to budget to actual variances are included as a note in the Financial Report.

ATTACHMENTS

Attachment 1 – Monthly Financial Report

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council accepts the Monthly Financial Report for the month of April 2013.

COUNCIL DECISION

Minute No. 10062

Moved: Cr R Addis

Seconded: Cr C Gore-Birch Gault

That Council accepts the Monthly Financial Report for the month of April 2013

Carried Unanimously 8/0



Shire of Wyndham East Kimberley

Monthly Financial Report 2012/2013

As at 30 April 2013

Presented to Council 28 May 2013

Contents:

- 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)

Financial Activity Legend:
Above Budget Expectations: ▲
Below Budget Expectations: ▼

Shire of Wyndham East Kimberley

Statement of Financial Activity Year to Date Actual v Year to Date Budget as at 30 April 2013

	YTD Actual 2012/13 \$	YTD Budget 2012/13 \$	YTD Variance 2012/13	
			\$	%
Revenue				
General Purpose Funding	2,115,875	2,113,238	2,637	0% ▲
Governance	194,609	194,609	(0)	0% ▼
Law, Order, Public Safety	37,088	36,464	625	2% ▲
Health	11,827	11,096	732	7% ▲
Education and Welfare	157,893	150,987	6,906	5% ▲
Housing	142,921	135,191	7,730	6% ▲
Community Amenities	2,143,308	2,132,606	10,702	1% ▲
Recreation and Culture	527,345	507,242	20,103	4% ▲
Transport	4,141,411	4,137,502	3,909	0% ▲
Economic Services	88,868	88,868	0	0% ▼
Other Property and Services	335,287	335,287	0	0% ▼
	<u>9,896,432</u>	<u>9,843,089</u>	<u>53,343</u>	<u>1% ▲</u>
Expenses				
General Purpose Funding	(469,664)	(468,481)	(1,183)	0% ▲
Governance	(1,281,132)	(1,248,824)	(32,308)	3% ▲
Law, Order, Public Safety	(432,547)	(401,876)	(30,671)	8% ▲
Health	(350,586)	(347,729)	(2,857)	1% ▲
Education and Welfare	(367,027)	(358,008)	(9,019)	3% ▲
Housing	(538,425)	(520,833)	(17,592)	3% ▲
Community Amenities	(3,667,520)	(3,582,074)	(85,446)	2% ▲
Recreation & Culture	(3,734,757)	(3,653,491)	(81,266)	2% ▲
Transport	(5,927,021)	(5,910,762)	(16,259)	0% ▲
Economic Services	(651,822)	(638,622)	(13,200)	2% ▲
Other Property and Services	9,574	75,654	(66,079)	-87% ▲
	<u>(17,410,928)</u>	<u>(17,055,047)</u>	<u>(355,881)</u>	<u>2% ▲</u>
Adjustments for Cash Budget Requirements:				
Non-Cash Expenditure and Revenue				
(Profit)/Loss on Asset Disposals	(12,259)	(32,118)	19,859	-62% ▼
Movement in Accruals and Provisions	(13,124)	52,204	(65,328)	-125% ▲
Depreciation on Assets	3,372,903	3,366,743	6,161	0% ▲
Capital Expenditure and Revenue				
Purchase Land Held for Resale	(23,185)	(23,185)	0	0% ▼
Purchase Land and Buildings	(3,766,736)	(3,745,180)	(21,556)	1% ▲
Purchase Infrastructure Assets - Roads	(3,485,769)	(3,482,013)	(3,756)	0% ▲
Purchase Infrastructure Assets - Footpaths	(10,000)	(10,000)	0	0% ▼
Purchase Infrastructure Assets - Drainage	(364,954)	(346,915)	(18,039)	5% ▲
Purchase Infrastructure Assets - Other	(1,239,386)	(1,207,935)	(31,451)	3% ▲
Purchase Plant and Equipment	(504,399)	(504,399)	0	0% ▼
Purchase Furniture and Equipment	(854,404)	(791,713)	(62,691)	8% ▲
Grants / Contributions for Development of Assets	2,502,922	2,410,162	92,760	4% ▲
Proceeds from Disposal of Assets	310,535	310,535	0	0% ▼
Proceeds from Sale of Land Held for Resale	0	0	0	0% ▼
Repayment of Debentures	(204,880)	(204,880)	0	0% ▼
Proceeds from New Debentures	4,000,000	4,000,000	0	0% ▼
Transfers to Reserves (Restricted Assets)	(243,679)	(236,790)	(6,889)	3% ▲
Transfers from Reserves (Restricted Assets)	0	0	0	0% ▼
ADD Estimated Surplus/(Deficit) July 1 B/Fwd	8,457,035	8,457,035	0	0% ▼
LESS Estimated Surplus/(Deficit) June 30 C/Fwd	7,415,076	7,808,542	(393,466)	-5% ▼
Amount Required to be Raised from Rates	<u>7,008,952</u>	<u>7,008,952</u>	<u>0</u>	<u>0% ▼</u>

Shire of Wyndham East Kimberley

Note to Statement of Financial Activity

Net Current Assets
as at 30 April 2013

NET CURRENT ASSETS

Composition of Estimated Net Current Asset Position

	YTD Actual 2012/13	Brought Forward 1 July 2012
CURRENT ASSETS		
Cash - Unrestricted	7,034,122	7,245,397
Cash - Restricted	6,770,632	6,468,456
Cash - Restricted Unspent Grants	0	0
Receivables	1,839,700	3,206,224
Inventories	21,577	11,865
	<u>15,666,030</u>	<u>16,931,942</u>
LESS: CURRENT LIABILITIES		
Payables and Provisions	(1,480,322)	(2,006,451)
Less: Cash - Restricted	<u>(6,770,632)</u>	<u>(6,468,456)</u>
NET CURRENT ASSET POSITION	<u><u>7,415,077</u></u>	<u><u>8,457,035</u></u>

Shire of Wyndham East Kimberley

Notes to Statement of Financial Activity

For the Period Ended 30 April 2013

Explanation of Material Variances

Variances +/- \$50,000 at Financial Statement Level

Variances +/- \$5,000 and 10% at Account Level

Operating

Recurrent Income - Excluding Rates		▲	
General Purpose Funding		▲	
No material variances to report			
Governance		▼	
No material variances to report			
Law, Order and Public Safety		▲	
No material variances to report			
Health		▲	
No material variances to report			
Education and Welfare		▲	
Operating Subsidy - Wyndham Childcare	\$ 6,900	▲	New subsidies received for staff training and equipment. Timing
Housing		▲	
No material variances to report			
Community Amenities		▲	
No material variances to report			
Recreation and Culture		▲	
Pool Admissions - Kununurra Swimming Complex	\$ 5,100	▲	Income exceed the annual revenue budget due to higher usage than expected.
Transport		▲	
No material variances to report			
Other Property and Services		▼	
No material variances to report			
Recurrent Expenditure		▲	
General Purpose Funding		▲	
No material variances to report			
Governance		▲	
Admin Overheads Allocated - Other Governance	\$ 5,600	▲	Timing related to year to date budget estimates. Expected to correct.
Strategic Planning Expenditure Phase 2 - Kimberley Regional Collaborative Group (KRCG)	\$ 13,500	▲	Secretariat salary expenses payout offset with underspend in project activity pending transfer to new secretariat.
Law, Order and Public Safety			
Operating Grant Expenditure - Fire Prevention	\$ 9,800	▼	Insurance claim received not included in the budget.
Animal Control Expenses	\$ 9,200	▲	Timing related to year to date budget estimates. Expected to correct.
Vehicle Expenses - Other Law, Order and Public Safety	\$ 6,200	▲	Timing related to year to date budget estimates. Expected to correct.
Health		▲	
No material variances to report			
Education and Welfare		▲	
No material variances to report			
Housing		▲	
Lease Costs - Coolibah Dr, Kununurra	\$ 7,100	▲	Cost of new staff housing rental set off against rental income from staff member.

Shire of Wyndham East Kimberley

Notes to Statement of Financial Activity

For the Period Ended 30 April 2013

(continued)

Operating (continued)

Recurrent Expenditure (continued)

Community Amenities (continued)

Community Amenities

Tip Maintenance	\$ 18,200	▲	Timing related to year to date budget estimates. Expected to correct.
Cumbungi Management - Protection of Environment	\$ 6,700	▲	Timing, seasonal cost, expected to correct.

Recreation and Culture

Garden Maintenance - Wyndham Swimming Complex	\$ 5,000	▲	Higher cost set off against lower cost of pool maintenance.
Pool Maintenance - Wyndham Swimming Complex	\$ 5,700	▼	Lower cost set off against higher cost in swimming complex garden maintenance.
Direct Salaries - Recreation Services	\$ 14,900	▲	Higher salaries expenditure set off against savings on salaries of other recreational areas.
Building Maintenance - Kununurra Leisure Centre	\$ 11,300	▲	Timing related to year to date budget estimates. Expected to correct.
Loss on Sale of Assets - Kununurra Leisure Centre	\$ 7,900	▲	Disposal loss of used assets after pool upgrade - non cash item.
Sport Oval Maintenance	\$ 5,900	▲	Timing related to year to date budget estimates. Expected to correct.

Transport

Urban Road Maintenance - Kununurra and Wyndham	\$ 12,800	▲	Timing related to year to date budget estimates. Expected to correct.
Plant Operating Costs - East Kimberley Regional Airport	\$ 6,600	▼	Timing related to year to date budget estimates. Expected to correct.

Economic Services

No material variances to report

Other Property and Services

Building Maintenance - 20 Coolibah - New Kununurra Administration	\$ 12,200	▲	Timing related to year to date budget estimates. Expected to correct.
Loss on Sale of Assets - Unclassified	\$ 12,000	▲	Disposal of damaged assets -KNX admin, insurance claim pending.
Vehicle Expenses - Admin & Executives	\$ 8,700	▲	Timing related to year to date budget estimates. Expected to correct.

Non Cash Expenditure and Revenue

Adjustments and Accruals

Profit/Loss on Sale of Assets - Plant Operation	\$ 19,900	▼	Internal postings yet to occur. Non cash item.
Movement in Accruals and Provisions	\$ 65,300	▲	Provisioning for employee costs and movement of land from inventory to non current assets
Depreciation	\$ 6,200	▲	Assets completed earlier than expected now depreciating.

Capital

Purchase Land Held for Resale

No material variances to report

Purchase Land and Buildings

Capital Improvements - Kununurra Child Care Centre	\$ 21,600	▲	Urgent capital improvement and maintenance higher than the expected budget.
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Purchase Infrastructure Assets - Roads

No material variances to report

Purchase Infrastructure Assets - Footpaths

No material variances to report

Shire of Wyndham East Kimberley

Notes to Statement of Financial Activity

For the Period Ended 30 April 2013

(continued)

Capital *(continued)*

**Purchase Infrastructure Assets -
Drainage** ▲

Drainage - Kununurra Childcare (Ewin) Centre Chestnut Drive	\$ 18,000	▲	Project started earlier than expected, timing, expected to correct.
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**Purchase Infrastructure Assets -
Other** ▲

Multi Purpose Courts Redevelopment Kununurra	\$ 30,700	▲	Project started earlier than expected, timing, expected to correct.
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Purchase Plant and Equipment ▼

No material variances to report

Purchase Furniture and Equipment ▲

20, Coolibah - Admin Building Furniture & Equipment	\$ 54,200	▲	Additional cost covered under building acquisition budget.
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**Grants / Contributions for
Development of Assets** ▲

Road Contributions - Weero Road	\$ 92,800	▲	Expected developer contribution. Transaction occurred after the budget review.
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Proceeds from Disposal of Assets ▼

No material variances to report

Debentures ▼

No material variances to report

Reserves ▲

Parking Reserve - Transfer from Reserve	\$ 6,900	▲	Reimbursement of developer contribution due to not proceeding with project
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Shire of Wyndham East Kimberley

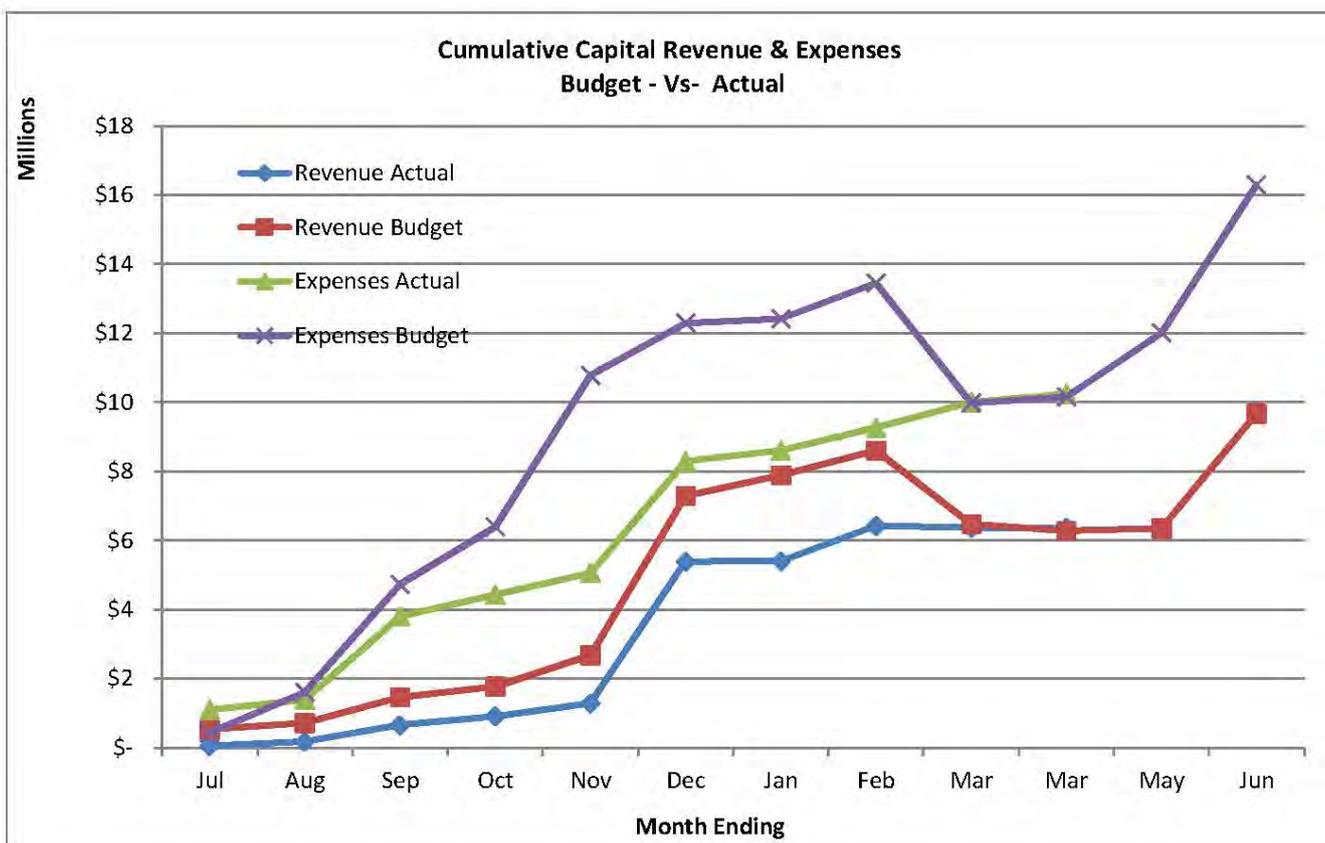
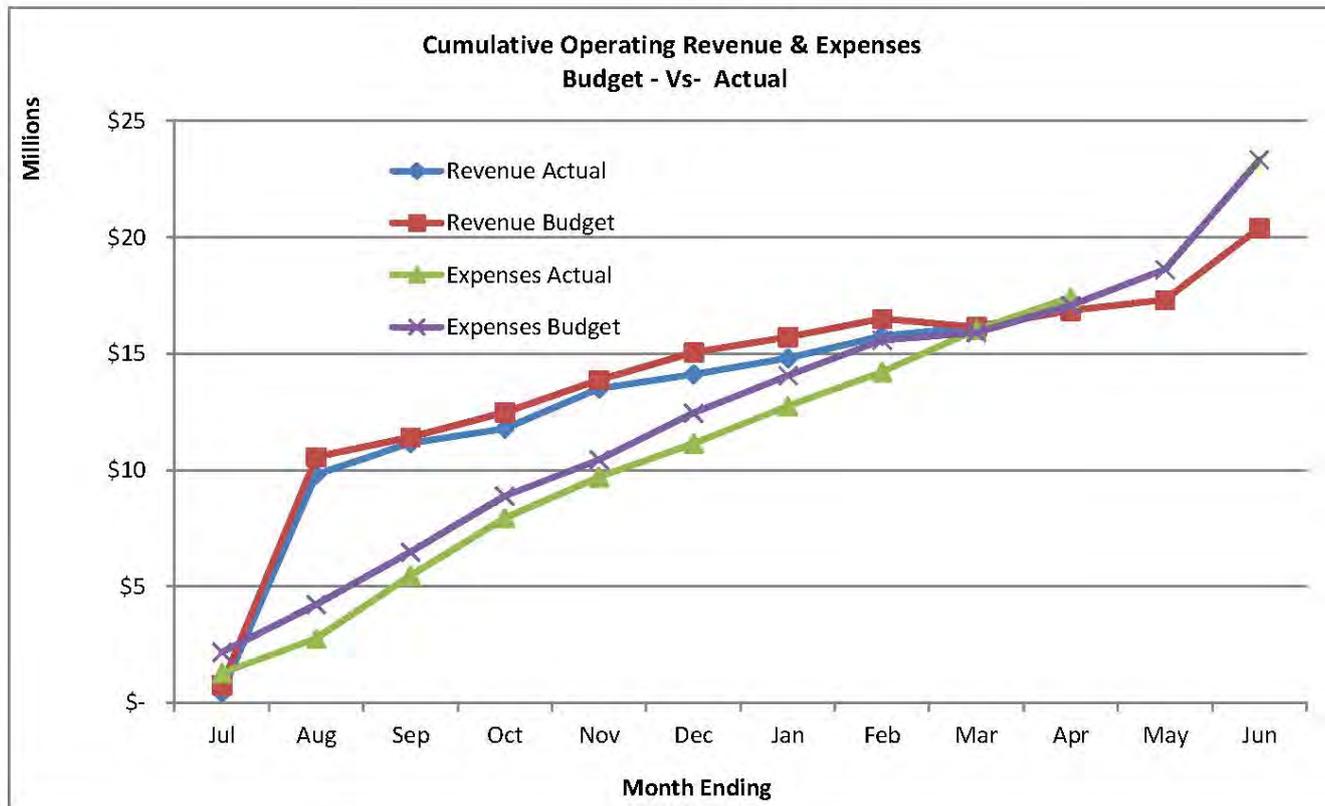
Note to Statement of Financial Activity

Budget Remaining to Collect/Spend
as at 30 April 2013

	YTD Actual 2012/13 \$	Annual Budget 2012/13	Budget Remaining 2012/13 \$	%	
Revenue					
General Purpose Funding	2,115,875	2,543,680	427,805	17%	▼
Governance	194,609	811,090	616,481	76%	▼
Law, Order, Public Safety	37,088	47,438	10,350	22%	▼
Health	11,827	19,500	7,673	39%	▼
Education and Welfare	157,893	164,305	6,412	4%	▼
Housing	142,921	893,056	750,135	84%	▼
Community Amenities	2,143,308	2,310,225	166,917	7%	▼
Recreation and Culture	527,345	557,914	30,569	5%	▼
Transport	4,141,411	5,398,303	1,256,892	23%	▼
Economic Services	88,868	114,500	25,632	22%	▼
Other Property and Services	335,287	491,501	156,214	32%	▼
	<u>9,896,432</u>	<u>13,351,512</u>	<u>3,455,081</u>	<u>26%</u>	<u>▼</u>
Expenses					
General Purpose Funding	(469,664)	(573,716)	(104,052)	18%	▼
Governance	(1,281,132)	(2,380,769)	(1,099,637)	46%	▼
Law, Order, Public Safety	(432,547)	(588,147)	(155,599)	26%	▼
Health	(350,586)	(420,012)	(69,426)	17%	▼
Education and Welfare	(367,027)	(478,926)	(111,899)	23%	▼
Housing	(538,425)	(700,540)	(162,115)	23%	▼
Community Amenities	(3,667,520)	(4,620,909)	(953,389)	21%	▼
Recreation & Culture	(3,734,757)	(4,554,679)	(819,922)	18%	▼
Transport	(5,927,021)	(7,771,949)	(1,844,928)	24%	▼
Economic Services	(651,822)	(783,235)	(131,413)	17%	▼
Other Property and Services	9,574	(445,912)	(455,487)	102%	▼
	<u>(17,410,928)</u>	<u>(23,318,794)</u>	<u>(5,907,866)</u>	<u>25%</u>	<u>▼</u>
Adjustments for Cash Budget Requirements:					
Non-Cash Expenditure and Revenue					
(Profit)/Loss on Asset Disposals	(12,259)	(728,879)	(716,620)	98%	▼
Movement in Accruals and Provisions	(13,124)	52,204	65,328	125%	▼
Depreciation on Assets	3,372,903	4,116,354	743,451	18%	▼
Capital Expenditure and Revenue					
Purchase Land Held for Resale	(23,185)	(24,000)	(815)	3%	▼
Purchase Land and Buildings	(3,766,736)	(5,608,132)	(1,841,396)	33%	▼
Purchase Infrastructure Assets - Roads	(3,485,769)	(4,692,412)	(1,206,643)	26%	▼
Purchase Infrastructure Assets - Footpaths	(10,000)	(22,500)	(12,500)	56%	▼
Purchase Infrastructure Assets - Drainage	(364,954)	(1,083,995)	(719,041)	66%	▼
Purchase Infrastructure Assets - Other	(1,239,386)	(2,687,894)	(1,448,508)	54%	▼
Purchase Plant and Equipment	(504,399)	(1,161,300)	(656,901)	57%	▼
Purchase Furniture and Equipment	(854,404)	(1,008,206)	(153,802)	15%	▼
Grants / Contributions for Development of Assets	2,502,922	4,505,393	2,002,471	44%	▼
Proceeds from Disposal of Assets	310,535	1,127,327	816,792	72%	▼
Proceeds from Sale of Land Held for Resale	0	0	0	####	▼
Repayment of Debentures	(204,880)	(352,991)	(148,111)	42%	▼
Proceeds from New Debentures	4,000,000	4,400,000	400,000	9%	▼
Transfers to Reserves (Restricted Assets)	(243,679)	(915,037)	(671,358)	73%	▼
Transfers from Reserves (Restricted Assets)	0	910,777	910,777	100%	▼
ADD Estimated Surplus/(Deficit) July 1 B/Fwd	8,457,035	8,457,035	0	0%	▼
LESS Estimated Surplus/(Deficit) June 30 C/Fwd	7,415,076	2,360,819	(5,054,257)	-214%	▲
Public Income Required to be Raised from Rates	<u>28,190,952</u>	<u>7,044,356</u>	<u>35,404</u>	<u>26 of 282</u>	<u>▼</u>

Shire of Wyndham East Kimberley

Note to Statement of Financial Activity
as at 30 April 2013



Please note graphs above include net carry forward position from previous year as at 1 July 2012. This explains the gap between Expenses Budget and Revenue Budget as at 30 June 2013.

MONTHLY REPORT ON INVESTMENT PORTFOLIO (CASH)

RESULTS AS AT 30 April 2013

Overall Portfolio

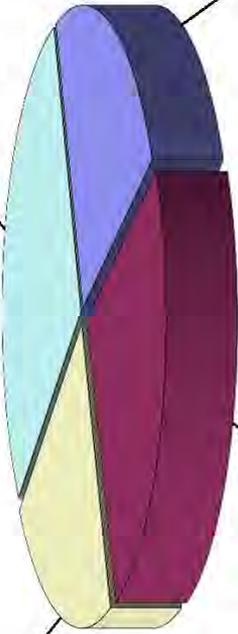
A-1+
100%



Counterparty Credit

National Australia Bank A-1+,
30%

Westpac Banking Corporation,
Ltd A-1+, 20%



Commonwealth Bank of
Australia A-1+, 27%

Bankwest A-1+, 22%

Term to Maturity

< 1 YEAR
100%



INVESTMENT POLICY F17

Overall Portfolio Limits"

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 & Poors credit rating agency

"Counterparty Credit Framework"

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%

"Term to Maturity Framework"

Overall Portfolio	Term to Maturity Limits
Portfolio % < 1 year	100% max 40% 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)

12.2.3 List of Accounts Paid Under Delegation

DATE:	28 May 2013
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	N/A
AUTHOR:	Paulette Strongman, Finance Officer Felicity Heading, Senior Finance Officer
REPORTING OFFICER:	David Hannington, Director Corporate Services
FILE NO:	FM.09.5

PURPOSE

To present the listing of accounts paid from the Municipal Fund and Trust Fund in accordance with the requirements of the Local Government (Financial Management) Regulations 1996.

BACKGROUND

Council delegated to CEO the exercise of its power under Financial Management Regulation 12 to make payments from Municipal Fund and Trust Fund at the Ordinary Council Meeting of 16th August 2011.

STATUTORY IMPLICATIONS

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

POLICY IMPLICATIONS

CD\GOV6113 – Payments from Municipal Fund and Trust Fund.

FINANCIAL IMPLICATIONS

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

STRATEGIC IMPLICATIONS

Strategic Community Plan – Strategy 1.4.3
Maintain Council's long term financial viability

COMMUNITY CONSULTATION

Community consultation is not required in relation to this item.

COMMENT

In accordance with statutory requirements, 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

Attachment 1 – List of Accounts Paid from Municipal Fund and Trust Fund

VOTING REQUIREMENT

Simple Majority

OFFICER’S RECOMMENDATION

That Council receives and accepts the listing of accounts paid from the Municipal and Trust fund, being:

Municipal EFT117762 – EFT117928 (09 Apr – 24 Apr 13)	\$ 987,134.64
Municipal cheques 41956 - 42018 (09 Apr – 18 Apr 13)	\$ 146,996.76
Trust cheques 483 - 485 (19 Apr – 19 Apr 13)	\$ 1,560.00
Trust EFT 500442 - 500459 (01 Mar – 28 Mar 13)	\$ 21,505.10
Payroll (03 Apr – 19 Apr 13)	\$ 435,879.43
Direct bank debits (02 Apr – 30 Apr 13)	<u>\$ 59,222.68</u>
TOTAL	\$ 1,652,298.61

COUNCIL DECISION

Minute No. 10063

Moved: Cr J Parker

Seconded: Cr D Ausburn

That Council receives and accepts the listing of accounts paid from the Municipal and Trust fund, being:

Municipal EFT117762 – EFT117928 (09 Apr – 24 Apr 13)	\$ 987,134.64
Municipal cheques 41956 - 42018 (09 Apr – 18 Apr 13)	\$ 146,996.76
Trust cheques 483 - 485 (19 Apr – 19 Apr 13)	\$ 1,560.00
Trust EFT 500442 - 500459 (01 Mar – 28 Mar 13)	\$ 21,505.10
Payroll (03 Apr – 19 Apr 13)	\$ 435,879.43
Direct bank debits (02 Apr – 30 Apr 13)	<u>\$ 59,222.68</u>
TOTAL	\$ 1,652,298.61

Carried Unanimously 8/0

LIST OF ACCOUNTS SUBMITTED TO COUNCIL 28 MAY 2013

CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
EFT117762	09/04/2013	@LEISURE PLANNERS	BUSINESS CASE AND DESIGN CONCEPT - LEISURE AND AQUATIC CENTRE - KNX	5,291.00
EFT117763	09/04/2013	ASK WASTE MANAGEMENT	TECHNICAL/STRATEGIC ADVICE - WASTE STRATEGY - WYN, KNX	10,906.50
EFT117764	09/04/2013	AUSTRAL MERCANTILE COLLECTIONS	DEBT COLLECTION - RATES - FEB 13	1,882.49
EFT117765	09/04/2013	AUSTRALASIAN PERFORMING RIGHT ASSOC	APRA LICENCE - 01/04/13-30/06/13 - KNX/WYN	517.34
EFT117766	09/04/2013	ACE CORPORATE APPAREL	STAFF UNIFORMS INCL. FREIGHT - ADMIN KNX	302.06
EFT117767	09/04/2013	AERODROME MANAGEMENT SERVICES	2013 ANNUAL TECHNICAL/SAFETY INSPECTION - AIRPORT KNX/WYN	8,650.79
EFT117768	09/04/2013	ALLGEAR MOTORCYCLES AND SMALL ENGINES	PARTS - P470	50.00
EFT117769	09/04/2013	ARGYLE MOTORS	SERVICING - P478. RE-GAS A/C - P384	770.75
EFT117770	09/04/2013	AUSTRALIAN SERVICES UNION	PAYROLL DEDUCTIONS	206.10
EFT117771	09/04/2013	AUSTRALIAN TAXATION OFFICE	BAS FEB 13	171,691.00
EFT117772	09/04/2013	AUTO ONE KUNUNURRA	PARTS - P115	329.00
EFT117773	09/04/2013	BOAB REFRIGERATION AND AIRCON	REPAIR TERMINAL A/C - AIRPORT KNX	2,761.00
EFT117774	09/04/2013	BROCK SOLID CABINETS	KITCHEN FITOUT - AIRSERVICES KNX	5,500.00
EFT117775	09/04/2013	BEST KIMBERLEY COMPUTING	REPAIR ENTERPRISE COPIER - IT EQUIPMENT - KNX	1,485.23
EFT117776	09/04/2013	BLACKWOODS ATKINS PTY LTD	PARTS - P385	99.58
EFT117777	09/04/2013	BLUE DAVIDSON SIGNS	SIGNWRITING - COUNCIL HONOUR BOARD - KNX	82.00
EFT117778	09/04/2013	C & S JOLLY ELECTRICS PTY LTD	LIGHT REPAIRS - LEISURE CENTRE KNX. INSTALL CABLE - YTH CNTR/HARDCRTS KNX	6,666.00
EFT117779	09/04/2013	CABCHARGE	CABCHARGE - IN ACCORDANCE WITH EMPLOYMENT CONTRACT	80.87
EFT117780	09/04/2013	CANNON HYGIENE AUSTRALIA PTY LTD	ANNUAL SANITARY UNIT SERVICE - 2012/2013 - KNX	5,900.99
EFT117781	09/04/2013	CJ PEARSON PAINTING	FINAL PAYMENT - PAINT NEW SHIRE BUILDING - KNX	5,500.00
EFT117782	09/04/2013	CARPET, VINYL & TILE CENTRE	TILES AND FLOORING - AIRSERVICES BUILDING KNX	22,858.00
EFT117783	09/04/2013	COCA-COLA AMATIL	RESALE ITEMS - LEISURE CENTRE KNX	589.88
EFT117784	09/04/2013	CONNECT INTERGRATED SYSTEMS	DEPOSIT - INSTALL AND CONFIGURE AUDIO VISUAL FACILITIES - ADMIN KNX	26,730.00
EFT117785	09/04/2013	COURIER AUSTRALIA	FREIGHT - BANNERS TO PERTH - KNX	207.89
EFT117786	09/04/2013	COUNCILLOR	MEMBERS PAYMENT 01/01/13 - 31/03/13 - MEETING FEES	2,472.50
EFT117787	09/04/2013	COUNCILLOR	MEMBERS PAYMENT 01/01/13 - 31/03/13 - MEETING FEES	2,472.50
EFT117788	09/04/2013	COUNCILLOR	MEMBERS PAYMENT 01/01/13 - 31/03/13 - MEETING FEES	2,472.50
EFT117789	09/04/2013	COUNCILLOR	MEMBERS PAYMENT 01/01/13 - 31/03/13 - MEETING FEES	2,472.50
EFT117790	09/04/2013	CROCODILE SIGNS PTY LTD	AIRSIDE SECURITY/DELIVERYS/SERVICE PARKING SIGNAGE - AIRPORT KNX	138.60
EFT117791	09/04/2013	DSC CONTRACTING	REWIRE CABLES - ADMIN BUILDING KNX. MONTHLY FIRE TEST - AIRPORT KNX	42,364.50
EFT117792	09/04/2013	E & MJ ROSHER PTY LTD	NEW SWEEPER AND FREIGHT - AIRPORT KNX	54,667.80
EFT117793	09/04/2013	EAST KIMBERLEY HARDWARE	SPRINKLER HEAD - STAFF HSING KNX. WALL FIXING/ELECTRICAL - ADMIN KNX	366.55

EFT117794	09/04/2013	ENIGMA BUSINESS PRODUCTS	MULTIFUNCTION PLOTTER/SCANNER + FREIGHT - ADMIN KNX	16,551.70
EFT117795	09/04/2013	FUJI XEROX AUSTRALIA P/L	PRINTING EXPENSES - FEB 13 - KNX/WYN	853.31
EFT117796	09/04/2013	GARNDUWA AMBOORNY WIRNAN AB CORP	SUCCESSFUL QUICK GRANT 12/13	550.00
EFT117797	09/04/2013	HENDER LEE ELECTRICAL & INSTRUMENTATION	POOL POWER BOARD - WYN. AG OVAL LIGHTING KNX	85,990.96
EFT117798	09/04/2013	STAFF MEMBER	REIMBURSEMENT - IN ACCORDANCE WITH EMPLOYMENT CONTRACT	64.75
EFT117799	09/04/2013	K P MORGAN T/A JISHIN ACADEMY	ONSITE TRAINING PROGRAM - CERT III SECURITY OPERATIONS - AIRPORT KNX	5,555.00
EFT117800	09/04/2013	STAFF MEMBER	REIMBURSEMENT - IN ACCORDANCE WITH EMPLOYMENT CONTRACT	227.25
EFT117801	09/04/2013	KIMBERLEY ECHO - ALBANY ADVERTISER	SWEK NEWS - KIMBERLEY ECHO - FEB 13	2,733.66
EFT117802	09/04/2013	KIMBERLEY EXCAVATIONS PTY LTD	LOCATE SERVICES - KIMBERLEY CROC BACKPACKERS PROPOSED CAR PARK - KNX	2,145.00
EFT117803	09/04/2013	KIMBERLEY KOOL REFRIGERATION	INSTALL A/C - AIRPORT WYN. BALANCE A/C THERM CNTROLS - ADMIN KNX	4,246.00
EFT117804	09/04/2013	KIMBERLEY TREE SERVICES PTY LTD	REMOVE DEAD TREE INC STUMP & PRUNE WHITE GUMS - AIRPORT KNX	1,700.00
EFT117805	09/04/2013	KUNUNURRA BETTA ELECTRICAL & GAS	IT EQUIPMENT/TV BRACKETS - ADMIN. WASHING MACHINE - STAFF HOUSING KNX	837.00
EFT117806	09/04/2013	KUNUNURRA COURIERS	WATER - KNX RECEPTION - FEB/MAR 13	78.00
EFT117807	09/04/2013	KUNUNURRA DISTRICT HIGH SCHOOL	SHARED ELECITITY CHARGES - 28/11/12-27/02/13 - LIBRARY KNX	2,022.00
EFT117808	09/04/2013	KUNUNURRA HOME & GARDEN	POOL CHEMS - LEISURE CNTR. VAR. HARDWRE/BATHROOM ITMS - AIRPRT KNX	562.45
EFT117809	09/04/2013	KUNUNURRA LOCK & KEY	RELOCATE SAFE/ PROGRAM GATE - ADMIN KNX	660.00
EFT117810	09/04/2013	KUNUNURRA MOBILE WELDING SERVICE	FABRICATE AND INSTALL BICYCLE RACK ON SIDE OF TERMINAL - AIRPORT KNX	1,441.00
EFT117811	09/04/2013	KUNUNURRA NEIGHBOURHOOD HOUSE INC	SUCCESSFUL QUICK GRANT - INTERNATIONAL WOMENS DAY 2013	550.00
EFT117812	09/04/2013	KUNUNURRA SECURITY SERVICE	SECUIRTY SERVICE - CALL OUT - LEISURE CENTRE, ADMIN KNX	385.00
EFT117813	09/04/2013	KUNUNURRA TOUCH FOOTBALL ASSOCIATION	KIDSPORT PROGRAM - 4 X TOUCH MEMBERSHIPS - KNX	200.00
EFT117814	09/04/2013	L.G.R.C.E.U	PAYROLL DEDUCTIONS	19.40
EFT117815	09/04/2013	LAWRENCE & HANSON GROUP	BULBS & VARIOUS HARDWARE ITEMS-ADMIN,STAFF HOUSING,HARDCOURTS-KNX	745.71
EFT117816	09/04/2013	LAKE ARGYLE SWIM INC.	SUCCESSFUL QUICK GRANTS - LAKE SWIM 12/13	500.00
EFT117817	09/04/2013	LANDGATE	LAND ENQUIRIES	890.30
EFT117818	09/04/2013	LAPPY'S SERVICE CENTRE	SERVICE/PARTS - P354. FIT BLADES/BEACON - P381	1,318.57
EFT117819	09/04/2013	MCLEODS BARRISTERS AND SOLICITORS	LEGAL SERVICES - REVIEW OF DELEGATIONS AND LOCAL LAWS	33,248.65
EFT117820	09/04/2013	MARTIN MCCLELLAND	MOUNT 4 WHITE BOARDS - AIRPORT SERVICES BUILDING KNX	263.00
EFT117821	09/04/2013	MAXXIA	PAYROLL DEDUCTIONS	5,612.75
EFT117822	09/04/2013	STAFF MEMBER	REIMBURSEMENT - IN ACCORDANCE WITH EMPLOYMENT CONTRACT	159.42
EFT117823	09/04/2013	OFFICE NATIONAL KUNUNURRA	STATIONERY ORDER - LIBRARY, AIRPORT KNX	247.20
EFT117824	09/04/2013	OLLIE'S IRRIGATIONS & PLUMBING SUPPLIES	REPAIR - ICE MACHINE - WYN. CONTROLLERS - KONKERBERRY GARDENS KNX	367.33
EFT117825	09/04/2013	ORD FUEL SUPPLIES	DIESEL FUEL - AIRPORT DEPOT KNX	6,481.67
EFT117826	09/04/2013	ORIA ORCHARDS	FLOWER DELIVERY - MARCH 13 - AIRPORT, ADMIN KNX	60.00
EFT117827	09/04/2013	PIVOTEL	SATELLITE PHONES COSTS - FEB 13	180.00
EFT117828	09/04/2013	PILA GROUP	FLAG POLES REPLACEMENT PARTS - WYN	490.60

EFT117829	09/04/2013	SALERNO LAW	PROFESSIONAL FEES -DEED OF TRANSFER - AIRSERVICES KNX	3,047.00
EFT117830	09/04/2013	SEARLES MECHANICAL REPAIRS	ACCESSORIES - P490	44.00
EFT117831	09/04/2013	SETON AUSTRALIA PTY LTD	ANTI- SLIP PLATES, SIGNAGE - NEW ADMIN BUILDING KNX	1,435.06
EFT117832	09/04/2013	SHELF SUPPLY	SAFETY BOOTS - IN ACCORDANCE WITH EMPLOYMENT CONTRACT	300.00
EFT117833	09/04/2013	SCRIBE DESIGN GROUP PTY LTD	CONSULTANT SERVICE - DESIGN VISIT FOR INTERNAL & EXTERNAL PROJECTS.	1,650.00
EFT117834	09/04/2013	SHIRE OF WYNDHAM EAST KIMBERLEY	PAYROLL DEDUCTIONS	70.00
EFT117835	09/04/2013	SIMPLY UNIFORMS	STAFF UNIFORMS - AIRPORT KNX	1,115.07
EFT117836	09/04/2013	STITCHED UP EMBROIDERY SERVICES	EMBROIDERY - STAFF UNIFORMS - AIRPORT KNX	172.50
EFT117837	09/04/2013	TELFORD INDUSTRIES	POOL CHEMICALS - WYN/KNX	4,851.17
EFT117838	09/04/2013	TERRITORY TROPHIES PRECISION ENGRAVING	KUNUNURRA DOMESTIC TERMINAL & MEMORIAL PLAQUE - AIRPORT KNX	1,200.00
EFT117839	09/04/2013	THE KIMBERLEY GRANDE	CATERING - EXTRAORDINARY ELECTION POLLING COUNT	205.00
EFT117840	09/04/2013	TOP END MOTORS	SERVICE - P314, P365	2,357.81
EFT117841	09/04/2013	VANDERFIELD MACHINERY PTY LTD	PARTS - P491, P386	410.46
EFT117842	09/04/2013	WA LOCAL GOVERNMENT SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	25,819.36
EFT117843	09/04/2013	WA LOCAL GOVERNMENT ASSOCIATION	ADVERTISING - TENDER EVALUATION SERVICES - T04 12/13 CLEANING SERVICES	1,232.00
EFT117844	09/04/2013	STAFF MEMBER	WATER SUBSIDY ALLOCATION - IN ACCORDANCE WITH EMPLOYMENT CONTRACT	325.34
EFT117845	09/04/2013	WILD MANGO	CATERING - WIP COORDINATION MEETING - 28/03/13 - LIBRARY KNX	168.50
EFT117846	15/04/2013	A & R WELDING FABRICATION	FABRICATION SERVICES - P333	1,292.50
EFT117847	15/04/2013	CHADSON ENGINEERING	REPAIR/PARTS - POOL CLEANER - LEISURE CENTRE KNX	3,734.01
EFT117848	15/04/2013	EAST KIMBERLEY HARDWARE	VARIOUS HARDWARE ITEMS - JAN 13 - VARIOUS LOCATIONS KNX	920.80
EFT117849	15/04/2013	HORIZON POWER - NON ENERGY	UNMETRED SUPPLY - IRRIG. CONTRLLR -CNR LIVISTONIA & ARGENTEA AVE KNX	9,213.80
EFT117850	15/04/2013	KIMBERLEY MOTORS	VISITOR INFORMATION SERVICES/ FUEL COSTS - FEB 13 - WYN	4,539.73
EFT117851	15/04/2013	KUNUNURRA HOME & GARDEN	NUTS, BOLTS, SOCKET SET, SILICONE - LEISURE CENTRE, GENERAL MAINT KNX	23.40
EFT117852	15/04/2013	LAPPY'S SERVICE CENTRE	REPAIRS/PARTS - P333	965.80
EFT117853	15/04/2013	STAFF MEMBER	REIMBURSEMENT - IN ACCORDANCE WITH EMPLOYMENT CONTRACT	134.60
EFT117854	15/04/2013	SURVEY NORTH	SURVEY - LANDFILL SITE/FUTURE USAGE AREA - KNX	2,299.00
EFT117855	15/04/2013	TOX FREE SOLUTIONS LTD	SKIP EMPTIES, REFUSE & LITTER COLLECTION, ROAD SWEEP - WYN/KNX - FEB 13	70,946.31
EFT117856	15/04/2013	WYNDHAM PLUMBING & GAS PTY LTD	SERVICE - BASTION LOOKOUT BBQ'S - WYN	913.00
EFT117857	18/04/2013	ABCO PRODUCTS	CLEANING PRODUCTS/FREIGHT - WYN	1,617.67
EFT117858	18/04/2013	AUSTRAL MERCANTILE COLLECTIONS PTY LTD	DEBT COLLECTION - FEB 13 - SUNDRY	521.29
EFT117859	18/04/2013	ALL INTERACTIVE DISTRIBUTION - AI	DVD'S - LIBRARY WYN	375.46
EFT117860	18/04/2013	ALLGEAR MOTORCYCLES AND SMALL ENGINES	SERV/REPRS - P356. NEW - MOWER,PRUNER,BRUSHCUTTER, CHAINSAW - KNX	5,668.40
EFT117861	18/04/2013	ARGYLE MOTORS	REPAIR - P387. SERVICE - P492	3,690.25
EFT117862	18/04/2013	STAFF MEMBER	WATER SUBSIDY ALLOCATION - IN ACCORDANCE WITH EMPLOYMENT CONTRACT	24.95
EFT117863	18/04/2013	AUSTRALIAN SERVICES UNION	PAYROLL DEDUCTIONS	206.10

EFT117864	18/04/2013	BERM BACKHOE HIRE	ROADSIDE AND DRAINS SLASHING - VALENTINES FALLS ESTATE	7,546.00
EFT117865	18/04/2013	BADGELINK	NAME BADGES - KNX	75.40
EFT117866	18/04/2013	CABCHARGE	CABCHARGE COSTS - FEB/MAR 13	339.30
EFT117867	18/04/2013	CENTURION TRANSPORT	FRIEGHT - PARTS - P362. SIGNAGE - KNX	81.70
EFT117868	18/04/2013	CHEFMASTER AUSTRALIA	BINLINERS - LITRE CONTROL WYN	2,408.20
EFT117869	18/04/2013	COCA-COLA AMATIL	RE-SALE ITEMS - LEISURE CENTRE KNX	375.75
EFT117870	18/04/2013	COMFORT HOTEL PERTH CITY	ACCOM. - EXCHANGE WEEK 03/03-08/03/13 - PERTH - LIBRARY STAFF KNX	1,134.40
EFT117871	18/04/2013	CROCODILE SIGNS PTY LTD	MAGNETIC SWEK LOGO - P212,P467,P314. PARKING SIGNAGE - NEW ADMIN KNX	462.00
EFT117872	18/04/2013	DA CHRISTIE PTY LTD T/AS CHRISTIE PARKSAFE	PRINTED CIRCUIT BOARD CONTROLLERS - SWIM BEACH PARK KNX	563.20
EFT117873	18/04/2013	DEPARTMENT OF TRANSPORT	ANNUAL JETTY LICENSE - 01/04/13 - ANTHON LANDING WYN	34.95
EFT117874	18/04/2013	E & MJ ROSHER PTY LTD	PARTS - P362	121.55
EFT117875	18/04/2013	EAST KIMBERLEY HARDWARE	VARIOUS HARDWARE ITEMS - GEN MAINT KNX. 750M FENCE WIRE - TIP KNX	1,551.15
EFT117876	18/04/2013	EAST KIMBERLEY PLUMBING	ANNUAL BACK FLOW TESTING - LEISURE CENTRE KNX	154.00
EFT117877	18/04/2013	FRONTIER FENCING	FIRST PMT - REMOVAL/SUPPLY/ERECT SECURITY FENCING - AIRPORT KNX	4,088.04
EFT117878	18/04/2013	FUJI XEROX AUSTRALIA P/L	PRINTING EXPENSES - FEB 13 - GOVERNANCE, DEVELOPMENT KNX	648.40
EFT117879	18/04/2013	FIVE RIVERS CAFE	CATERING - LEMC DESKTOP EXERCISE - WYN	120.00
EFT117880	18/04/2013	GHD PTY LTD	CLAIM NO 7 & NO 8 - FLOOD RISK ASSESSMENT - KUNUNURRA TOWNSHIP	4,598.00
EFT117881	18/04/2013	GYM CARE	GYM EQUIPMENT - LEISURE CENTRE KNX	152.35
EFT117882	18/04/2013	STAFF MEMBER	WATER SUBSIDY ALLOC - IN ACCORDANCE WITH EMPLOYMENT CONTRACT	122.90
EFT117883	18/04/2013	GUERINONI & SONS	HIRE PLANT/SAND/FILL MATERIAL-DRAINAGE PIPE-PICTURE GRDNS CAR PARK	153,984.60
EFT117884	18/04/2013	GULLIVERS TAVERN	CATERING - ORDINARY COUNCIL MEETING 19 MARCH 2013 - KNX	510.00
EFT117885	18/04/2013	IBAC PLUMBING PTY LTD	PLUMBING WORKS - LEISURE CENTRE KNX	376.42
EFT117886	18/04/2013	INSTITUTE OF PUBLIC WORKS ENGINEERING	ANNUAL PROFESSIONAL MEMBERSHIP - 2013 - ENGINEER KNX	990.00
EFT117887	18/04/2013	JASON SIGNMAKERS LTD	STREET SIGNAGE - VARIOUS STREETS KNX	449.90
EFT117888	18/04/2013	JSW HOLDINGS PTY LTD	FILL WTR TANKS-TIP SUPPLY SAND,SOFTFALL,AGGREG,CONCRETE - VARIOUS KNX	7,979.95
EFT117889	18/04/2013	JW RAYS MECHANICAL REPAIRS & CRANE HIRE	HIRE CRANE - LOAD/UNLOAD P485 - AIRPORT-ARGYLE ENGINEERING - KNX	330.00
EFT117890	18/04/2013	JAB INDUSTRIES	DRAIN WKS - HIDDEN VALLEY CP/BARRINGTONIA/CARPENTERIA/WBR PLN RD	17,975.00
EFT117891	18/04/2013	STAFF MEMBER	WATER SUBSIDY ALLOCATION - IN ACCORDANCE WITH EMPLOYMENT CONTRACT	173.50
EFT117892	18/04/2013	JORRITSMA H & CO	FITTINGS - FIRE TRAILER - P338	38.00
EFT117893	18/04/2013	KIMBERLEY ASIAN CUISINE	CATERING	160.00
EFT117894	18/04/2013	KIMBERLEY KOOL REFRIGERATION	REPAIRS - ICE MACHINE - P356 - KNX	396.00
EFT117895	18/04/2013	KUNUNURRA COURIERS	DRINKING WATER - LANDFILL - FEB 13 - KNX	214.50
EFT117896	18/04/2013	KUNUNURRA HOME & GARDEN	TIDY BIN & DOOR STOP - SWIMMING POOL WYN. PADBOLT/TAP - KNX	77.00
EFT117897	18/04/2013	KUNUNURRA LOCK & KEY	INSTALL - RESTRICTED KEY SYSTEM & 17 KEYS - AIRPORT SERVICES BLDG KNX	2,031.00
EFT117898	18/04/2013	KUNUNURRA NETBALL ASSOCIATION	KIDSPORT PROGRAM - 5 X NETBALL MEMBERSHIP - KNX	425.00

EFT117899	18/04/2013	KUNUNURRA PANEL BEATING WORKS WA P/L	INSURANCE EXCESS - P490	300.00
EFT117900	18/04/2013	KUNUNURRA TYREPOWER	2 X TYRES - P490	572.00
EFT117901	18/04/2013	L.G.R.C.E.U	PAYROLL DEDUCTIONS	19.40
EFT117902	18/04/2013	LOCAL GOVERNMENT MANAGERS AUSTRALIA	FEES - LGMA FIN PROFES. CONF. - 28/02-01/03/13 - PERTH - ACCOUNTANT	950.00
EFT117903	18/04/2013	MARTIN MCCLELLAND	INSTAL BAGGAGE TROLLEY BARRICADES. RPR EXHAUST FAN-AIRPORT KNX	933.80
EFT117904	18/04/2013	MAXXIA	PAYROLL DEDUCTIONS	5,612.75
EFT117905	18/04/2013	MCLEAN ENTERPRISES PTY LTD	FREIGHT - PLANTS - YOUTH CENTRE KNX. PARTS - P477	280.50
EFT117906	18/04/2013	METAL ARTWORK CREATIONS	10 X NAME PLATES - ORDINARY COUNCIL MEETINGS - KNX/WYN	128.70
EFT117907		CANCELLED	CANCELLED	
EFT117908	18/04/2013	STAFF MEMBER	REIMBURSEMENT - IN ACCORDANCE WITH EMPLOYMENT CONTRACT	210.55
EFT117909	18/04/2013	OLLIE'S IRRIGATIONS & PLUMBING SUPPLIES	IRRIGATION ITEMS - FEB/MAR 13 - VARIOUS AREAS KNX	592.75
EFT117910	18/04/2013	P & D A JENNINGS	REGAS/CLEAN/REPAIR -A/C-P333,P371. FIT NEW AIR COMPRESSOR TO A/C - P331	2,785.00
EFT117911	18/04/2013	PIVOTEL	SATELLITE PHONES CHARGES - MAR 13	180.00
EFT117912	18/04/2013	PORTNER PRESS PTY LTD	HANDBOOK - EMPLOYMNT LAW UPDATE 1&2 2013	194.00
EFT117913	18/04/2013	SGS ENVIRONMENTAL SERVICES	STORMWATER TESTING/ANALYSIS - LANDFILL KNX	5,454.90
EFT117914	18/04/2013	SHELF SUPPLY	STAFF OUTDOOR SFTY WORKWR, RIFLE,SCOPE,MOUNT, AMMUN. - TIP KNX	2,445.00
EFT117915	18/04/2013	SHIRE OF WYNDHAM EAST KIMBERLEY	PAYROLL DEDUCTIONS	70.00
EFT117916	18/04/2013	ST JOHN AMBULANCE	FEES - 3 X APPLY FIRST AID COURSE - 14-15/03/13 - KNX	660.00
EFT117917	18/04/2013	SUNNY SIGN COMPANY PTY LTD	CARPARK REGULATORY PARKING SIGNS - AIRPORT KNX	954.69
EFT117918	18/04/2013	TNT AUSTRALIA PTY LIMITED	FREIGHT - SOIL TESTING - TIP KNX	66.06
EFT117919	18/04/2013	THE KIMBERLEY GRANDE	CATERING - COUNCIL BRIEFING SESSION - KNX	180.00
EFT117920	18/04/2013	TIDAL TYRE AND BATTERIES	REPAIR TYRE A/H CALL OUT - P333. PUNCTURE REPAIR - P372	389.00
EFT117921	18/04/2013	TOP END TRAINING	FRONT END LOADER TRAINING - OUTDOOR STAFF KNX	450.00
EFT117922	18/04/2013	TOX FREE SOLUTIONS LTD	ROAD SWEEPING/BULK BIN EMPTY - JAN 13 - AIRPORT KNX	2,167.00
EFT117923	18/04/2013	UHY HAINES NORTON (WA) PTY LTD	ACQUITTAL AUDIT REMOTE COMMUNITIES/FBT WORKSHOP - ACCNTANT - PERTH	2,255.00
EFT117924	18/04/2013	VANDERFIELD MACHINERY PTY LTD	REPAIR/PARTS - P481	1,685.00
EFT117925	18/04/2013	WA LOCAL GOVERNMENT SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	25,805.01
EFT117926	18/04/2013	WA LOCAL GOVERNMENT ASSOCIATION	FEE - LG POLICY/PROCEDURE. TRAINING 13-14/05/13. ADVERT - SEEK,ECHO	1,295.84
EFT117927	18/04/2013	WILD MANGO	CATERING - REGIONAL ROADS GROUP MEETING - 13/03/13	175.00
EFT117928	24/04/2013	TOLL EXPRESS	FREIGHT - FEB/MAR 13 - POOLS, DEPOTS, ADMINS - WYN/KNX	3,720.59
TOTAL EFT PAYMENTS				987,134.64
CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
41956	09/04/2013	AMP LIFE LTD	SUPERANNUATION CONTRIBUTIONS	475.82
41957	09/04/2013	AUST ETHICAL INVESTMENT & SUPER	SUPERANNUATION CONTRIBUTIONS	141.16

41958	09/04/2013	AUSTRALIAN SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	1,408.17
41959	09/04/2013	BT FINANCIAL GROUP	SUPERANNUATION CONTRIBUTIONS	201.72
41960	09/04/2013	BT LIFETIME PERSONAL SUPER	SUPERANNUATION CONTRIBUTIONS	244.00
41961	09/04/2013	COUNCILLOR	MEMBERS PAYMENT 01/01/13 - 31/03/13 - PRESIDENTS ALLOWANCE	8,965.00
41962	09/04/2013	COLONIAL FIRST STATE	SUPERANNUATION CONTRIBUTIONS	195.71
41963	09/04/2013	COUNCILLOR	MEMBERS PAYMENT 01/01/13 - 31/03/13 - MEETING FEES	824.17
41964	09/04/2013	COUNCILLOR	MEMBERS PAYMENT 01/01/13 - 31/03/13 - MEETING FEES	824.17
41965	09/04/2013	COUNCILLOR	MEMBERS PAYMENT 01/01/13 - 31/03/13 - MEETING FEES	3,690.00
41966	09/04/2013	COUNCILLOR	MEMBERS PAYMENT 01/01/13 - 31/03/13 - MEETINGS FEES	2,472.50
41967	09/04/2013	DPMT PLANNING AND INFRASTRUCTURE	RECORDING FEE - P348 EXPIRE: 31/03/14	24.05
41968	09/04/2013	FOSSEYS AUSTRALIA P/L	FOAM TO FILL BEAN BAG FURNITURE - YOUTH CENTRE WYN	262.30
41969	09/04/2013	HORIZON POWER	ELEC - STREET LIGHTING 01/02/13-28/02/13 NO. LIGHTS: 923	22,093.10
41970	09/04/2013	LG SUPER	SUPERANNUATION CONTRIBUTIONS	361.35
41971	09/04/2013	LOCAL GOVERNMENT SUPER	SUPERANNUATION CONTRIBUTIONS	454.99
41972	09/04/2013	MLC MASTERKEY PERSONAL SUPER	SUPERANNUATION CONTRIBUTIONS	634.64
41973	09/04/2013	MLC NOMINEES PTY LTD	SUPERANNUATION CONTRIBUTIONS	465.17
41974	09/04/2013	REST SUPER	SUPERANNUATION CONTRIBUTIONS	705.99
41975	09/04/2013	RSL	QUICK GRANT	500.00
41976	09/04/2013	SEAFARERS RETIREMENT FUND	SUPERANNUATION CONTRIBUTIONS	196.59
41977	09/04/2013	SHIRE OF CAPEL	LONG SERVICE LEAVE CONTRIBUTION - MICHELLE PLUME	4,544.35
41978	09/04/2013	SPECTRUM SUPER	SUPERANNUATION CONTRIBUTIONS	205.80
41979	09/04/2013	SUNSUPER	SUPERANNUATION CONTRIBUTIONS	351.44
41980	09/04/2013	THE TRUSTEE FOR HEADING SUPER FUND	SUPERANNUATION CONTRIBUTIONS	400.74
41981	09/04/2013	UNISUPER	SUPERANNUATION CONTRIBUTIONS	80.95
41982	09/04/2013	VISION SUPER	SUPERANNUATION CONTRIBUTIONS	3,272.91
41983	09/04/2013	WESTSCHEME	SUPERANNUATION CONTRIBUTIONS	218.60
41984	09/04/2013	WATER CORPORATION	WATER - 1313 CIVIC WAY, WYNDHAM - SWIM POOL WYN 18/12/12-25/03/13	14,423.25
41985		CANCELLED	CANCELLED	
41986		CANCELLED	CANCELLED	
41987		CANCELLED	CANCELLED	
41988		CANCELLED	CANCELLED	
41989		CANCELLED	CANCELLED	
41990		CANCELLED	CANCELLED	
41991	18/04/2013	CANNING BRIDGE AUTO LODGE	ACCOM. FOR ACCTANT 13/02/13-6/02/13 FAIR VALUE WKSHOP/FINANCIAL TRNG	465.00
41992	18/04/2013	COLONIAL FIRST STATE	SUPERANNUATION CONTRIBUTIONS	264.44

41993	18/04/2013	DPMT PLANNING AND INFRASTRUCTURE	VEHICLE REGISTRATION FEE - P478 EXPIRE: 12/04/14	1,109.50
41994	18/04/2013	HORIZON POWER	ELEC - 311 VICTORIA HWY KNX/KNX AIRPORT 11/01/13-13/03/13	53,412.42
41995	18/04/2013	KETTLE CO PTY	PURCHASE OF TOOCOOL/MARCY BOOKS - LIBRARY BOOK - KNX	113.00
41996	18/04/2013	KIMBERLEY BAUXITE PTY LTD	RATES REFUND ASSESSMENT A7454	432.86
41997	18/04/2013	LG SUPER	SUPERANNUATION CONTRIBUTIONS	289.80
41998	18/04/2013	LOCAL GOVERNMENT SUPER	SUPERANNUATION CONTRIBUTIONS	454.99
41999	18/04/2013	MLC MASTERKEY PERSONAL SUPER	SUPERANNUATION CONTRIBUTIONS	538.64
42000	18/04/2013	MLC NOMINEES PTY LTD	SUPERANNUATION CONTRIBUTIONS	434.15
42001	18/04/2013	REST SUPER	SUPERANNUATION CONTRIBUTIONS	776.31
42002	18/04/2013	SEAFARERS RETIREMENT FUND	SUPERANNUATION CONTRIBUTIONS	197.98
42003	18/04/2013	SPECIAL PROJECTS (POWER) PTY LTD	RATES REFUND ASSESSMENT A7092	378.77
42004	18/04/2013	SPECTRUM SUPER	SUPERANNUATION CONTRIBUTIONS	228.50
42005	18/04/2013	ST JOHN AMBULANCE ASSOCIATION IN WA	FIRST AID TRAINING COURSE FOR NAT - WYNDHAM CHILD CARE CENTRE	199.00
42006	18/04/2013	SUNSUPER	SUPERANNUATION CONTRIBUTIONS	435.84
42007	18/04/2013	THE TRUSTEE FOR HEADING SUPER FUND	SUPERANNUATION CONTRIBUTIONS	400.74
42008	18/04/2013	UNISUPER	SUPERANNUATION CONTRIBUTIONS	140.11
42009	18/04/2013	UNITED OROGEN LIMITED	RATES REFUND ASSESSMENT A7539	6,215.01
42010	18/04/2013	VISION SUPER	SUPERANNUATION CONTRIBUTIONS	3,299.23
42011	18/04/2013	WESTSCHEME	SUPERANNUATION CONTRIBUTIONS	218.60
42012	18/04/2013	WATER CORPORATION	WATER - L1189 KWINANA ST WYNDHAM - LIONS PK 18/12/12-26/03/13	5,439.30
42013	18/04/2013	AMP LIFE LTD	SUPERANNUATION CONTRIBUTIONS	477.12
42014	18/04/2013	AUST ETHICAL INVESTMENT & SUPER	SUPERANNUATION CONTRIBUTIONS	103.04
42015	18/04/2013	AUSTRALIAN SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	1,674.47
42016	18/04/2013	BT FINANCIAL GROUP	SUPERANNUATION CONTRIBUTIONS	206.30
42017	18/04/2013	BT LIFETIME PERSONAL SUPER	SUPERANNUATION CONTRIBUTIONS	244.00
42018	18/04/2013	BRONWYN COOKE	REFUND OF WITHDRAWN PLANNING APPLICATION PAID IN ERROR	209.00
TOTAL MUNI CHEQUE PAYMENTS				146,996.76

CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
483	19/04/2013	JULIE JOHNSTONE & JOHN CAMPBELL	BOND REFUND - PETER REID HALL HIRE	1,020.00
484	19/04/2013	TREVOR BULSEY	BOND REFUND PETER REID MEMORIAL HALL 28/2/13	270.00
485	19/04/2013	WYNDHAM FAMILY SUPPORT	BOND REFUND PETER REID MEMORIAL HALL HIRE 15/3/13	270.00
TOTAL TRUST CHEQUE PAYMENTS				1,560.00

CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
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500442	01/03/2013	TRUST DPI CLEARING	TRANSPORT CLEARING 1/3/13	766.75
500443	05/03/2013	TRUST DPI CLEARING	TRANSPORT CLEARING 5/3/13	348.40
500444	06/03/2013	TRUST DPI CLEARING	TRANSPORT CLEARING 6/3/13	58.80
500445	07/03/2013	TRUST DPI CLEARING	TRANSPORT CLEARING 7/3/13	686.45
500446	08/03/2013	TRUST DPI CLEARING	TRANSPORT CLEARING 8/3/13	1,034.00
500447	12/03/2013	TRUST DPI CLEARING	TRANSPORT CLEARING 12/3/13	206.00
500448	17/05/2013	TRUST DPI CLEARING	TRANSPORT CLEARING 13/3/13	1,467.10
500449	14/03/2013	TRUST DPI CLEARING	TRANSPORT CLEARING 14/3/13	2,189.40
500450	15/03/2013	TRUST DPI CLEARING	TRANSPORT CLEARING 15/3/13	700.80
500451	18/03/2013	TRUST DPI CLEARING	TRANSPORT CLEARING 18/3/13	724.30
500452	19/03/2013	TRUST DPI CLEARING	TRANSPORT CLEARING 19/3/13	1,634.75
500453	20/03/2013	TRUST DPI CLEARING	TRANSPORT CLEARING 20/3/13	1,492.95
500454	21/03/2013	TRUST DPI CLEARING	TRANSPORT CLEARING 21/3/13	351.35
500455	22/03/2013	TRUST DPI CLEARING	TRANSPORT CLEARING 22/3/13	618.40
500456	25/03/2013	TRUST DPI CLEARING	TRANSPORT CLEARING 25/3/13	21.00
500457	26/03/2013	TRUST DPI CLEARING	TRANSPORT CLEARING 26/3/13	694.25
500458	27/03/2013	TRUST DPI CLEARING	TRANSPORT CLEARING 27/3/13	1,829.70
500459	28/03/2013	TRUST DPI CLEARING	TRANSPORT CLEARING 28/3/13	6,680.70
TOTAL TRUST EFT PAYMENTS				21,505.10

CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
	3/04/2013	PAYROLL	PAYROLL	212,771.20
	8/04/2013	PAYROLL	PAYROLL	1,889.82
	9/04/2013	PAYROLL	PAYROLL	1,329.97
	9/04/2013	PAYROLL	PAYROLL	943.12
	10/04/2013	PAYROLL	PAYROLL	1,463.64
	12/04/2013	PAYROLL	PAYROLL	3,840.13
	16/04/2013	PAYROLL	PAYROLL	2,495.00
	17/04/2013	PAYROLL	PAYROLL	210,914.06
	19/04/2013	PAYROLL	PAYROLL	232.49
TOTAL PAYROLL PAYMENTS				435,879.43

CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
	2/04/2013	DIRECT DEBIT	FEE - BPAY	103.17
	2/04/2013	DIRECT DEBIT	LEASE COSTS - 16/33 KONKERBERRY DRIVE KUNUNURRA	2,253.33

2/04/2013	DIRECT DEBIT	LEASE COSTS - 9B PLUM COURT KUNUNURRA	1,380.50
2/04/2013	DIRECT DEBIT	LEASE COSTS - 11 KWNANA STREET WYNDHAM	1,441.00
5/04/2013	DIRECT DEBIT	MASTERCARD PAYMENT	6,199.71
9/04/2013	DIRECT DEBIT	MESSAGES ON HOLD 06/10/10 - 05/01/11	507.00
10/04/2013	DIRECT DEBIT	LEASE COSTS - 5 RATTLEPOD CLOSE KUNUNURRA	2,946.66
10/04/2013	DIRECT DEBIT	LEASE COSTS - 38 GARDENA DRIVE KUNUNURRA	3,606.55
15/04/2013	DIRECT DEBIT	VEHICLE LEASE - SG FLEET AUSTRALIA	1,036.20
16/04/2013	DIRECT DEBIT	LEASE COSTS - 9B PLUM COURT KUNUNURRA	1,380.50
17/04/2013	DIRECT DEBIT	LEASE COSTS - 1/25 KONKERBERRY DRIVE KUNUNURRA	3,141.66
17/04/2013	DIRECT DEBIT	MASTERCARD PAYMENT	15,573.18
19/04/2013	DIRECT DEBIT	MASTERCARD PAYMENT	10,000.00
29/04/2013	DIRECT DEBIT	LEASE COSTS - LOT 2433 (REAR) 60 COOLIBAH DRIVE KUNUNURRA	2,383.33
29/04/2013	DIRECT DEBIT	LEASE COSTS - 16/33 KONKERBERRY DRIVE KUNUNURRA	2,253.33
29/04/2013	DIRECT DEBIT	LEASE COSTS - 17/33 KONKERBERRY DRIVE KUNUNURRA	2,210.00
30/04/2013	DIRECT DEBIT	LEASE COSTS - 9B PLUM COURT KUNUNURRA	1,380.50
30/04/2013	DIRECT DEBIT	BANK FEE	1,426.06
		TOTAL DIRECT DEBIT PAYMENTS	<u>59,222.68</u>

12.2.4 Request for Write Off Rates A1112

DATE:	28 May 2013
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	N/A
AUTHOR:	Shelley Binnie, Rates Officer
REPORTING OFFICER:	Dave Hannington, Director Corporate Services
FILE NO:	FM.11.17
ASSESSMENT NO:	A1112

PURPOSE

For Council to consider writing off penalty interest on outstanding rates on rates assessment A1112.

BACKGROUND

The owner and ratepayer of Assessment A1112 was registered as a pensioner in the 2011-2012 financial year and was entitled to a rebate on their rates as a registered pensioner residing in the property. In July 2012 the Shire was advised by the Office of State Revenue that the owner's eligibility as a pensioner ended at 30 June 2012 as they were no longer residing at the property. The rates record was amended and the annual levy rates notice for 2012-2013 was sent to the real estate agent managing the property as requested in writing by the agent.

Payment was not received by the due date of 25 September 2013. Council records still showed the owner as a pensioner which resulted in no final notice being sent out.

In an email dated 6 February 2013 the ratepayer requested that Council consider writing off the penalty interest that has accrued on their outstanding rates on the grounds that a reminder notice was not sent out and because they are still a pensioner. The ratepayer advised that they longer reside in Western Australia.

STATUTORY IMPLICATIONS

Relevant legislation:

Local Government Act 1995

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

- (1) Subject to subsection (2) and any other written law, a local government may —
 - (a) when adopting the annual budget, grant* a discount or other incentive for the early payment of any amount of money;
 - (b) waive or grant concessions in relation to any amount of money; or
 - (c) write off any amount of money, which is owed to the local government.

** Absolute majority required.*

- (2) Subsection (1)(a) and (b) do not apply to an amount of money owing in respect of rates and service charges.
- (3) The grant of a concession under subsection (1)(b) may be subject to any conditions determined by the local government.
- (4) Regulations may prescribe circumstances in which a local government is not to exercise a power under subsection (1) or regulate the exercise of that power."

Section 6.51. Accrual of interest on overdue rates or service charges

- (1) A local government may at the time of imposing a rate or service charge resolve* to impose interest (at the rate set in its annual budget) on —
 - (a) a rate or service charge (or any instalment of a rate or service charge); and
 - (b) any costs of proceedings to recover any such charge, that remains unpaid after becoming due and payable.

* Absolute majority required.

- (2) The rate of interest that may be set by the local government under this section is not to exceed the rate for the time being prescribed as the maximum rate of interest that may be set for the purposes of this section.
- (3) Accrued interest is, for the purpose of its recovery, taken to be a rate or service charge, as the case requires, that is due and payable.
- (4) If a person is entitled under the Rates and Charges (Rebates and Deferments) Act 1992 or under this Act (if the local government in a particular case so resolves) to a rebate or deferment in respect of a rate or service charge —
 - (a) no interest is to accrue in respect of that rate or service charge payable by that person; and
 - (b) no additional charge is to be imposed under section 6.45(3) on that person.
- (5) Regulations may provide for the method of calculation of interest.

Rates and Charges (Rebates and Deferments) Act 1992 Section 35

35. Change in circumstances of registered person

- (1) Where the entitlement of a person as regards any land is registered, if —
 - (a) the person ceases —
 - (i) to hold a seniors' card;
 - (ii) to be an eligible pensioner; or
 - (iii) to occupy the land as their ordinary place of residence;
 - (b) the interest or the extent of the interest of that person in the land changes in such a manner as to change the relevant entitlement; or
 - (c) the land no longer belongs to that person, the registration may need to be reviewed by the administrative authority and the person is required forthwith to notify the administrative authority, in a manner approved by the administrative authority, of the change in circumstances.
- (2) Where in respect of any charged period an eligible person would be authorised to have registered, or to apply for the registration of, an entitlement as regards land in more than one place and it is alleged that each is the ordinary place of residence of that person, that person —
 - (a) may retain, or have, an entitlement registered only for one of those places;
 - (b) must elect to which of those places this Act is to apply; and
 - (c) must relinquish any other entitlement.
- (2a) Subsection (2) does not apply in relation to land registered for a person on the basis of eligibility under section 23(5).
- (3) Where subsection (2) applies to a place where a person has an entitlement which is required to be relinquished that person shall, in a manner approved by the administrative authority, notify every administrative authority which makes any prescribed charge in respect of that place —

- (a) of the change of circumstances, in that the person has relinquished the entitlement and elected that the Act shall no longer apply to that place; and
 - (b) of any other land in respect to which that person claims an entitlement instead.
- (4) If, by reason only of any increase in the assets or income of that person to a value in excess of that permitted by the means test, a person ceases to be an eligible person as regards any land, that person remains a person who may be allowed to retain —
- (a) the benefit of any rebate on a prescribed charge, which that person had previously been allowed; and
 - (b) any right to defer payment of a prescribed charge, until such time as a liability for payment of the full amount under this Act otherwise arises, but for future charged periods must seek registration again if then eligible.

POLICY IMPLICATIONS

Council Policy F12 Rate Collection Policy section 2 states that:

Final notices will be issued seven (7) days after the due date to all ratepayers that have not made a payment with the exception of eligible pensioners. This will give ratepayers another fourteen (14) days from the date of issue of the final notice in which to pay their rates. The option of going onto instalments will cease at the expiry of this fourteen (14) day period.

Council Policy CP FIN-3200 Strategic Rating Policy section 2.2.5 Interest on Overdue Rates and Service Charges states that:

Rates and service charges not paid in accordance with the three payment options will be subject to an overdue interest rate set by the Council in accordance with the Act at the time of adoption the annual budget.

FINANCIAL IMPLICATIONS

If Council approves the write off of interest the total amount written off will be \$129.35 (as at 28.05.2013)

STRATEGIC IMPLICATIONS

There are no strategic implications in relation to this item.

COMMUNITY CONSULTATION

Community consultation is not required in relation to this item.

COMMENT

When the ratepayer's record was adjusted to reflect that they were no longer eligible for a rebate from 1 July 2012 the pensioner number was not removed from the ownership record. As registered pensioners are not charged penalty interest and do not receive final notices for unpaid rates this resulted in no final notice being issued for this assessment and no interest being applied to the rates. This was not discovered until the real estate agent managing the property contacted the Shire Rates Officer to obtain a copy of the rates notice as it had been

misplaced. At this time the owner's record was corrected and interest was applied to the rates assessment.

The ratepayer's agent received the original rates notice when it was sent out and had every opportunity to pay the rates prior to the due date to avoid incurring penalty interest.

VOTING REQUIREMENT

Absolute Majority

OFFICER'S RECOMMENDATION

That Council refuses the request to write off interest of \$129.35 accrued on rates assessment A1112.

COUNCIL DECISION

Minute No. 10064

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

That Council refuses the request to write off interest of \$129.35 accrued on rates assessment A1112.

Carried Unanimously 8/0

COUNCIL DECISION

Minute No. 10065

Moved: Cr R Addis

Seconded: Cr D Ausburn

That Council suspends Standing Orders 7.5 Limitation of Number of Speeches to discuss item 12.2.5 Differential Rates 2013/14

**For: Cr Ausburn, Cr Dessert, Cr McCoy, Cr Parker, Cr Addis, Cr Learbuch,
Cr Gore-Birch Gault**

Against: Cr Moulden

5:13pm Council suspends standing orders

COUNCIL DECISION

Minute No. 10066

Moved: Cr J Parker

Seconded: Cr D Ausburn

That Council resumes Standing Orders.

Carried Unanimously 8/0

5:15pm Council resumes standing orders

12.2.5 Differential Rates 2013/14

DATE:	28 May 2013
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	N/A
AUTHOR:	Dave Hannington, Director Corporate Services
REPORTING OFFICER:	Gary Gaffney, Chief Executive Officer
FILE NO:	FM.11.2

PURPOSE

To consider increases in the rate in the dollar for GRV and UV rates, the advertisement of proposed Differential Rate in the Dollar and the Minimum Rates for 2013/14.

BACKGROUND

Before Council can impose differential rates in the dollar, Council must advertise the proposed differential rate for a minimum period of 21 days. The advertising period can occur up to two months prior to adoption of the Budget. This period of advertising allows rate payers the ability to consider the proposed rates in the dollar and make any submissions prior to Council adopting the proposed rate as part of the Budget adoption process.

Additionally, under the Local Government Act, Council must seek permission from the Minister of Local Government to raise the differential rate where the highest differential rate is more than twice the lowest differential rate.

Advertising rates in the dollar and minimums does not prohibit Council amending these rates or minimums at Budget Adoption following the period of public comment. The purpose of advertising is to give ratepayers the ability to comment and make a submission prior to the rates being imposed.

Generally the advertised and adopted rates are different, this is due to interim rates and revaluations between time of advertising and adopting.

Council adopted a Strategic Rates Review Report in April 2010. This report details the legislative framework, current rating practices, principals of rating, alternate rating structures and recommendations for change.

The Strategic Rates Review Report identified that there was scope to increase the rates in the dollar for UV Mining and UV Pastoral when comparing the rate in the dollar raised by the Shire of Wyndham East Kimberley to neighbouring Councils.

Council also adopted a Strategic Rating Policy in April 2010. The policy identifies GRV and UV Differential Rates on the following basis:

- GRV Town site, properties in gazetted town sites.
- GRV Other, Discounted GRV rate for GRV rated properties outside gazetted town sites.
- UV Rural Residential, lifestyle property on a small rural holding with close proximity to an urban centre.
- UV Pastoral, properties under a pastoral lease valuation.
- UV Mining, Mining Tenements
- UV Other, UV properties that do not fit into a category above, generally agriculture.

The policy includes transitional provisions for properties currently rated as UV Rural Agriculture 1 and UV Rural Agriculture 2 to transition these two rate codes to the same value and levy the rates as UV Other. 2011/12 was the final transition year and all assessments previously rated as UV Rural Agriculture 1 and UV Rural Agriculture 2 are now rated as UV-Other.

In 2012/13 a general increase of 5.5% was adopted to take into account the increase in the LGCI in the previous twelve months, the increase in wages costs and the need to keep ahead of rising costs generally. This general rate increase was adjusted in some rating categories to implement the Strategic Rating Policy.

- GRV Town Sites - increase by 5.5%.
- GRV Other - equal to the GRV Town Sites rate discounted to 80%.
- UV Mining - increase by 10%, this is greater than the general rate increase to continue progress the implementation of the Strategic Rates Review Report recommendations.
- UV Pastoral – increase by 20%, due to impact of interim rates entered in 2010/11 prior to recalculation of rate in dollar.
- UV Rural Residential - increase by 5.5%.
- UV Rural Agriculture 1 – Now rated under UV – Other, No change to rate in dollar.
- UV Rural Agriculture 2 – Now under UV – Other, 11.60% increase to complete transition.
- UV Other – increase by 5.5%.
- Minimum rates increase by 5.5% rounded to \$925.00 for all except UV Mining.
- UV Mining minimum rate increase by 10% rounded to \$1,275.00.

STATUTORY IMPLICATIONS

Local Government Act 1995

6.33. Differential general rates

- (1) A local government may impose differential general rates according to any, or a combination, of the following characteristics —
 - (a) the purpose for which the land is zoned under a local planning scheme in force under the Planning and Development Act 2005;
 - (b) the predominant purpose for which the land is held or used as determined by the local government;
 - (c) whether or not the land is vacant land; or
 - (d) any other characteristic or combination of characteristics prescribed.
- (2) Regulations may —
 - (a) specify the characteristics under subsection (1) which a local government is to use; or

- (b) limit the characteristics under subsection (1) which a local government is permitted to use.
- (3) In imposing a differential general rate a local government is not to, without the approval of the Minister, impose a differential general rate which is more than twice the lowest differential general rate imposed by it.
- (4) If during a financial year, the characteristics of any land which form the basis for the imposition of a differential general rate have changed, the local government is not to, on account of that change, amend the assessment of rates payable on that land in respect of that financial year but this subsection does not apply in any case where section 6.40(1)(a) applies.

6.35. Minimum payment

- (1) Subject to this section, a local government may impose on any rateable land in its district a minimum payment which is greater than the general rate which would otherwise be payable on that land.
- (2) A minimum payment is to be a general minimum but, subject to subsection (3), a lesser minimum may be imposed in respect of any portion of the district.
- (3) In applying subsection (2) the local government is to ensure the general minimum is imposed on not less than —
 - (a) 50% of the total number of separately rated properties in the district; or
 - (b) 50% of the number of properties in each category referred to in subsection (6),
 on which a minimum payment is imposed.
- (4) A minimum payment is not to be imposed on more than the prescribed percentage of —
 - (a) the number of separately rated properties in the district; or
 - (b) the number of properties in each category referred to in subsection (6),
 unless the general minimum does not exceed the prescribed amount.
- (5) If a local government imposes a differential general rate on any land on the basis that the land is vacant land it may, with the approval of the Minister, impose a minimum payment in a manner that does not comply with subsections (2), (3) and (4) for that land.
- (6) For the purposes of this section a minimum payment is to be applied separately, in accordance with the principles set forth in subsections (2), (3) and (4) in respect of each of the following categories —
 - (a) to land rated on gross rental value;
 - (b) to land rated on unimproved value; and
 - (c) to each differential rating category where a differential general rate is imposed.

6.36. Local government to give notice of certain rates

- (1) Before imposing any differential general rates or a minimum payment applying to a differential rate category under section 6.35(6)(c) a local government is to give local public notice of its intention to do so.
- (2) A local government is required to ensure that a notice referred to in subsection (1) is published in sufficient time to allow compliance with the requirements specified in this section and section 6.2(1).

- (3) A notice referred to in subsection (1) —
- (a) may be published within the period of 2 months preceding the commencement of the financial year to which the proposed rates are to apply on the basis of the local government's estimate of the budget deficiency;
 - (b) is to contain —
 - (i) details of each rate or minimum payment the local government intends to impose;
 - (ii) an invitation for submissions to be made by an elector or a ratepayer in respect of the proposed rate or minimum payment and any related matters within 21 days (or such longer period as is specified in the notice) of the notice; and
 - (iii) any further information in relation to the matters specified in subparagraphs (i) and (ii) which may be prescribed;
 - and
 - (c) is to advise electors and ratepayers of the time and place where a document describing the objects of, and reasons for, each proposed rate and minimum payment may be inspected.
- (4) The local government is required to consider any submissions received before imposing the proposed rate or minimum payment with or without modification.
- (5) Where a local government —
- (a) in an emergency, proposes to impose a supplementary general rate or specified area rate under section 6.32(3)(a); or
 - (b) proposes to modify the proposed rates or minimum payments after considering any submissions under subsection (4),

it is not required to give local public notice of that proposed supplementary general rate, specified area rate, modified rate or minimum payment.

Local Government (Financial Management) Regulations 1996
52A. Differential general rates — s. 6.33(1)(d)

For the purposes of section 6.33(1)(d), the following are prescribed characteristics —

- (a) whether or not the land is situated in a townsite as defined in the *Land Administration Act 1997* section 3(1);
- (b) whether or not the land is situated in a particular part of the district of the local government.

POLICY IMPLICATIONS

Council Policy – CP/FIN- 3201 – Significant Accounting Policies

Council Policy – CP/FIN- 3200 - Strategic Rating Policy.

FINANCIAL IMPLICATIONS

Advice in recent years from the Western Australian Local Government Association (WALGA) has alerted Councils to the issue that CPI is a good measure of a household's ability to pay but is not a good measure of the increasing costs of a Local Government. The Local Government Cost Index is considered a more appropriate measure as it is a combination of CPI and the Construction Index.

Additionally the Systemic Sustainability Study commissioned by WALGA noted that some Local Governments are not increasing rates by a sufficient amount and this was causing issues with their ability to maintain ageing and deteriorating infrastructure.

The March 2013 WALGA Local Government Economic Brief projects the Local Government Cost Index to increase by 3.2% in year ending June 2014 with the Wages Price Index is projected to increase 4.2%.

STRATEGIC IMPLICATIONS

This report aligns with Goal 1 of 'Our Strategic Direction' of the Shire's Strategic Community Plan 2012 – 2022 which states:

Goal 1: Strong leadership and governance that underpins a more strategic approach to community engagement, regional development and organisational sustainability.

COMMUNITY CONSULTATION

The Public comment and submission process is designed to ensure consultation with the community and ratepayer base.

COMMENT

In 2012/13, approval of the Minister under section 6.33(3) of the Local Government Act 1995 was sought retrospectively by letter dated 6 July 2012. Advice received from the Department of Local Government has indicated that the Minister's approval should be sought immediately upon the closure of the submissions period of 21 days.

To comply with Section 6.35(3)(b) of the Act - general minimum is imposed on not less than 50% of the number of properties in each rating category – the UV Mining minimum has to be set at the value of \$925.

To allow for the approval of the Minister to be gained prior to the imposition of a rate more than twice the lowest differential rate category and to allow the required period of advertising of 21 days to take place without impacting upon the proposed timetable for budget adoption, consideration of differential rates must take place this month.

As stated under 'Background' above, advertising rates in the dollar and minimums does not prohibit Council amending these rates or minimums at Budget Adoption following the period of public comment.

For 2013/14, general increases of 5.0%, 5.5% and 6% were used for rates modelling purposes.

It should be noted that a UV revaluation will be loaded into the rating system prior to the striking of the rates. This will impact on the rate in the dollar required to achieve the overall recommended rate increase.

Based on the rates database as at 17 May 2013, \$7,167,412 would be raised if the same rate in the dollar was used as adopted in 2012/13. This is \$120,567 less than the 2012/13 rates levy of \$7,287,979, and the fall is mainly caused by the surrender of a number of mining tenements.

A general rates increase of 5.0% would increase rates revenue by \$234,036 over the previous year's levy. An increase of 5.5% would increase rates revenue by \$269,555 over the 2012/13 figure of \$7,287,979, and an increase of 6% would increase rates by \$305,198 over the 2012/13 value.

A rate in the dollar increase of 5.5% is recommended below.

The following timeline applies to the Differential Rating for 2013/14:

- Briefing on Differential Rates 14 May 2013
- Council endorsement of Differential Rates for Advertising 28 May 2013
- Advertising of Differential Rates 6 June 2013
- Submissions open (min 21 Days) 6 June 2013 to 28 June 2013
- Submissions close 28 June 2013
- Letter to Minister seeking permission 28 June 2013
- Budget Meeting – discuss any submissions received 9 July 2013
- Adoption of Differential Rates (Budget Adoption) 16 July 2013

ATTACHMENTS

There are no attachments associated with this report.

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council:

- 1) Endorses and arranges to be advertised for 21 days the following proposed Rate in the Dollar and Minimum Rate for the 2013/14 financial year:

	Cents in the \$	Min Rate \$
GRV –Town sites	8.3607	975.00
GRV – Other	6.6885	975.00
UV - Rural Residential	0.7616	975.00
UV – Other	0.5666	975.00
UV - Pastoral	2.7803	975.00
UV – Mining	23.2100	925.00

- 2) Seeks approval from the Minister for Local Government for the imposition of differential rates which are more than twice the lowest differential general rate, in accordance with S6.33(3) of the Local Government Act, 1995.

COUNCIL DECISION

Minute No. 10067

Moved: Cr J Parker

Seconded: Cr D Ausburn

That Council:

- 1) Endorses and arranges to be advertised for 21 days the following proposed Rate in the Dollar and Minimum Rate for the 2013/14 financial year:**

	Cents in the \$	Min Rate \$
GRV –Town sites	8.3607	975.00
GRV – Other	6.6885	975.00
UV - Rural Residential	0.7616	975.00
UV – Other	0.5666	975.00
UV - Pastoral	2.7803	975.00
UV – Mining	23.2100	925.00

- 2) Seeks approval from the Minister for Local Government for the imposition of differential rates which are more than twice the lowest differential general rate, in accordance with S6.33(3) of the Local Government Act, 1995.**

Carried Unanimously 8/0

12.2.6 Purchasing Policy

DATE:	28 May 2013
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	N/A
AUTHOR:	Kevin Hannagan, Director Infrastructure
REPORTING OFFICER:	Dave Hannington, Director Corporate Services
FILE NO:	CM.11.2

PURPOSE

For Council to review and consider amendments to its Purchasing Policy.

BACKGROUND

Council's Executive Management Team recently met with representatives from WALGA's purchasing team to discuss changes in purchasing processes, contracts etc. The Shire was also provided with a copy of their latest 'Best Practice' templates for purchasing policies and procedures.

STATUTORY IMPLICATIONS

There are no statutory implications associated with this report.

POLICY IMPLICATIONS

The Purchasing Policy is a Council policy and as such can only be amended by resolution of Council.

FINANCIAL IMPLICATIONS

There are no financial implications associated with this matter.

STRATEGIC IMPLICATIONS

Strategic Community Plan – Strategy 1.4.3
Maintain Council's long term financial viability

COMMUNITY CONSULTATION

Community consultation is not required in relation to this item.

COMMENT

An urgent review has been undertaken of the policy as there is a major conflicting component (in relation to 'conflict of interest' and involvement in 'operational' practices) with the Best Practice policy template provided by WALGA:

- Inclusion of an Audit Committee member at tender opening

ATTACHMENTS

Attachment 1 – Council Purchasing Policy

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council adopts the attached amended Council Purchasing Policy CP/FIN-3204.

Motion Cr Parker

That Council defer item 12.2.6 Purchasing Policy to June Ordinary Council Meeting.

COUNCIL DECISION

Minute No. 10068

Moved: Cr J Parker

Seconded: Cr R Addis

That Council defer item 12.2.6 Purchasing Policy to June Ordinary Council Meeting.

Carried Unanimously 8/0



Council Policy Number: CP/FIN-3204 Purchasing Policy

OBJECTIVE:

Statement of intent

1. To provide compliance with the Local Government Act 1995 (“the Act”) and the Local Government Act (Functions & General) Regulations 1996 (“the Regulations”) as amended in March 2007.
2. To deliver a best practice approach and procedures to internal purchasing for the Shire.
3. To ensure consistency for all purchasing activities that integrates within all the Shire’s operational areas.

ETHICS & INTEGRITY:

Policy

All officers and employees of the Shire 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 Shire.

Guiding Statement

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 Shire’s 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 Shire 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:

Policy

Value for money is an overarching principle governing purchasing that allows the best possible outcome to be achieved for the Shire. 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.

Guiding Statement

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 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); and*
- 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.

Policy

The Shire 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 Shire's sustainability objectives.

Guiding Statement

Practically, sustainable procurement means the Shire 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 water;
- For motor vehicles – select vehicles featuring the highest fuel efficiency available, based on vehicle type and within the designated price range; and
- For new buildings and refurbishments – where available use renewable energy and technologies.

PURCHASING THRESHOLDS:

Policy

All purchases shall be made through a competitive process, either using a Council's own procurement process or purchasing from a tender exempt organisation such as WALGA's Preferred Supply Contracts (which are established utilising a competitive public process).

Where a WALGA Preferred Supply Panel is in place, The Shire can get multiple quotations from Preferred Suppliers to ensure best value for money.

Guiding Statement

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:-

Amount of Purchase	Model Policy
Up to \$4,999	Direct purchase from suppliers requiring only two verbal quotations or purchase from WALGA / State Government Preferred Supply Contracts.
\$5,000 - \$19,999	Obtain at least three verbal or written quotations and recorded on the Record of Written and Verbal Quotes or purchase from WALGA / State Government Preferred Supply Contracts.
\$20,000 - \$49,999	Obtain at least three written quotations and recorded on the Record of Written and Verbal Quotes or purchase from WALGA / State Government Preferred Supply Contracts
\$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) and recorded on the Record of Written and Verbal Quotes or purchase from WALGA / State Government Preferred Supply Contracts.
\$100,000 and above	Conduct a public Tender process or purchase from WALGA / State Government Preferred Supply Contracts.

Where considered necessary, the Shire may consider calling tenders in lieu of seeking quotations for purchases under the \$100,000 threshold (excluding GST). This decision should be made after considering whether the purchasing requirements of the Shire can be met through a WALGA / State Government

Preferred Supply Contract. 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 WALGA Procurement Handbook contains a sample form for recording verbal quotations.

The Shire can still access a WALGA / State Government Preferred Supply Contract for these types of purchases.

Purchasing card purchases are recommended to reduce transaction costs.

\$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, egg. 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 Shire 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; and*
- Written notes detailing each verbal quotation must be recorded.*

Record keeping requirements must be maintained in accordance with record keeping policies. The WALGA Procurement Handbook contains sample forms for recording verbal and written quotations.

The Shire can still access a WALGA / State Government Preferred Supply Contract for these types of purchases.

\$20,000 to \$39,999

For the procurement of goods or services where the value exceeds \$20,000 but is less than \$39,999, at least three written quotes are required (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.

The Shire can still access a WALGA Preferred Supply Contract for these types of purchases.

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 WALGA Procurement Handbook should be consulted for further details and guidance.

\$40,000 to \$99,999

For the procurement of goods or services where the value exceeds \$40,000 but is less than \$99,999, at least three written quotations are required containing price and a sufficient amount of information relating to the specification of goods and services being purchased.

The WALGA Procurement Handbook 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.

The Shire can still access a WALGA / State Government Preferred Supply Contract for these types of purchases.

REGULATORY COMPLIANCE:

Policy

All purchases shall be made through a competitive process, either by the Shire or by purchasing from a tender exempt organisation such as WALGA / State Government via Preferred Supply Contract (which have been established using a compliant and competitive public process). Suppliers and Tenderers shall be treated fairly and equitably at all times.

Guiding Statement

1. 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 from a tender exempt organisation such as WALGA (Preferred Supplier Contracts or Business Service), the Department of Treasury and Finance (permitted Common Use Arrangements), Regional Local Government 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; or
- Any of the other exclusions under Regulation 11 of the Functions and General Regulations apply.

2. 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 procurement process 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.

3. Anti-Avoidance

The Shire shall not enter two (2) 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.

4. Tender Criteria

In the event that the Shire elects to call a Tender, before Tenders are publically invited the Shire shall 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 \$40,000 and \$99,999, the panel must obtain a minimum of 2 members; and*
- \$100,000 and above, the panel must contain a minimum of 3 members.*

5. 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 Shire 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 Shire 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.*

6. 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 Shire not to compromise its duty to be fair.

7. Tender Deadline

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

8. 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 and preferably 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 Shire. 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 (2) Shire officers present at the opening of tenders.

9. No Tenders Received

Where the Shire 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 \$40,000 & \$99,999 (listed above);*
- *The specification for goods and/or services remains unchanged; and*
- *Purchasing is arranged within 6 months of the closing date of the lapsed tender.*

10. Tender Evaluation

Tenders that have not been rejected shall be assessed by the Shire 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.

11. 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 Shire 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.

12. Minor Variation

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

13. Notification of Outcome

Each Tenderer shall be notified of the outcome of the tender following Council resolution or appropriate delegated authority. 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:

Policy

Records shall be retained of all tenders in compliance with the State Records Act (WA).

Guiding Statement

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; and*
- *Notification and award documentation.*

For direct purchasing process this includes;

- *Quotation documentation;*
- *Internal documentation; and*
- *Order forms and requisition.*

Record retention shall be in accordance with the minimum requirements of the State Records Act and the Shires internal records management policy.

REGIONAL PRICE PREFERENCE:

Policy (only relevant for Local Governments located outside the metropolitan area)

A regional price preference shall be given to suppliers located outside the metropolitan area.

Guiding Statement

A Local Government located outside the metropolitan area may give a regional price preference to a regional Tenderer by reducing the bid price by:

- (a) 10% - where the contract is for goods or services, up to a maximum price reduction of \$50,000;*
- (b) 5% - where the contract is for construction (building) services, up to a maximum price reduction of \$50,000; or*
- (c) 10% - where the contract is for goods or services (including construction (building) services), up to a maximum price reduction of \$500,000, if seeking tenders for the provision of those goods or services for the first time, due to those goods or services having been, until then, undertaken by the Shire.*

POLICY ADMINISTRATION

Directorate		Officer Title		Contact:	
<i>Corporate Services</i>		<i>Dave Hannington</i>		Ext:	
Date Effective	May 2013	CEO Approval			
Date Adopted	DD/MM/YYYY	Last Reviewed	DD/MM/YYYY		
Risk Rating	Low Medium High	Review Cycle	Annual	Next Due	06/05/2014
Organisational Compliance		E.g.: Delegations Manual			
Process Links		E.g.: Administrative Policy, Council Policy			

12.3 INFRASTRUCTURE

12.3.1 Department of Local Government Review of Integrated Planning and Reporting Framework Documents

DATE:	28 May 2013
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	N/A
AUTHOR:	Kevin Hannagan, Director Infrastructure
REPORTING OFFICER:	Kevin Hannagan, Director Infrastructure
FILE NO:	CM.14.1

PURPOSE

To update Council on progress of implementing the Department of Local Government's Integrated Planning and Reporting Framework.

BACKGROUND

The State Government has legislated that Councils are to implement the Department of Local Government's Integrated Planning and Reporting Framework from 1 July 2013.

The legislation advises that the Strategic Community Plan and Corporate Business Plan must be implemented by that date. As such it is implied they must also be adopted by Council by that date.

There is not clarity when the supporting 'informing' plans are to be adopted by Council.

These plans are:

- Long Term Financial Plan (LTFP),
- Asset Management Plan (AMP),
- Workforce Plan (WP), and
- Integrated Risk Management Strategy (IRMS).

Officers are awaiting further advice from DLG on this matter and will update the Council at the meeting if further information comes to hand.

STATUTORY IMPLICATIONS

Council must comply with the statutory requirements as mentioned above.

POLICY IMPLICATIONS

No policy implications apply in the preparation of this report.

FINANCIAL IMPLICATIONS

There are no financial implications associated with this item.

STRATEGIC IMPLICATIONS

Strategic Community Plan – Strategy 1.4.3
Maintain Council's long term financial viability

COMMUNITY CONSULTATION

Community consultation has been undertaken in regard to the development of the Strategic Community Plan but is not required in relation to this report.

COMMENT

Council has adopted its Strategic Community Plan and it is currently being assessed by DLG for compliance with the guidelines.

The Corporate Business Plan is nearing completion and it is hoped to present it to the June Council meeting for adoption.

The Asset Management Plan was adopted in 2012 by Council, it has been assessed by DLG and the Shire has been advised that it meets the guidelines.

The LTFP, WP and IRMS are at an advanced stage of completion but timelines are tight for them to be completed and adopted by Council by 30 June 2013. Shire staff are at the busiest period in the year and are currently undertaking 2013/14 Budget preparation, 2012/13 Year End work with External Auditors as well as trying to progress normal operations and the additional workload of IPRF requirements. The Shire's Executive Management Team will be meeting after the this report's agenda deadline to determine a way forward and update the Council at it's meeting.

ATTACHMENTS

There are no attachments associated with this report.

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council notes the report updating progress on implementation of the Department of Local Government's Integrated Planning and Reporting Framework.

COUNCIL DECISION

Minute No. 10069

Moved: Cr R Addis

Seconded: Cr J Parker

That Council notes the report updating progress on implementation of the Department of Local Government's Integrated Planning and Reporting Framework.

Carried Unanimously 8/0

12.3.2 Waste Management Strategy Working Party

DATE:	28 May 2013
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	N/A
AUTHOR:	Kevin Hannagan, Director Infrastructure
REPORTING OFFICER:	Kevin Hannagan, Director Infrastructure
FILE NO:	WM.14.1

PURPOSE

For Council to consider forming a Waste Management Working Party to assist Officers with strategic, community and long term knowledge of major issues associated with implementation of the Shire's Waste Management Strategy.

BACKGROUND

The Shire has adopted a Waste Management Strategy and a number of administrative recommendations have been implemented (e.g. Environmental Improvement Plan, Wyndham Post Closure Plan). The Shire must now start to consider more complex recommendations (e.g. review of fees and charges, opening / closing times) and the formation of a Working Party to provide advice on these issues will assist Council in implementing these more complex recommendations.

STATUTORY IMPLICATIONS

There are no statutory implications associated with this report.

POLICY IMPLICATIONS

No policy implications apply in the preparation of this report.

FINANCIAL IMPLICATIONS

The Working Party will not have any delegated Financial Authority.

STRATEGIC IMPLICATIONS

Strategic Community Plan – Strategy 1.4.3
Maintain Council's long term financial viability

COMMUNITY CONSULTATION

Community consultation is not required in relation to this item.

COMMENT

Attached are Terms of Reference for the Working Party for Council consideration.

ATTACHMENTS

Attachment 1 – Waste Management Working Party, Terms of Reference

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council:

- 1. Adopts the attached Waste Management Working Party, Terms of Reference, and**
- 2. Nominates the following Councillors as Councillor Representatives.**

Cr _____
Cr _____

COUNCIL DECISION

Minute No. 10070

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

That Council:

- 1. Adopts the attached Waste Management Working Party, Terms of Reference, and**
- 2. Nominates the following Councillors as Councillor Representatives.**

**Cr R Dessert
Cr M Kelly**

Waste Management Working Party

Terms of Reference



Version No: 0A 8 May 2013

Copy: Uncontrolled

1 Background/Context

A Waste Management Strategy (“Waste Strategy”) has been developed to provide clear direction for future waste and resource management in the Shire of Wyndham East Kimberley (SWEK).

The implementation of the Waste Strategy requires significant changes in the current operation of the Shire’s landfills relating to fees and charges, management, planning and infrastructure. In addition, a new landfill site must be identified and established. Items that must be understood and considered by Council include:

- The increasing costs of waste management.
- Changing policy environment and community expectations, which seek to ensure safe waste disposal, a reduction in waste generation and increase re-use of unavoidable waste.

Considering the magnitude of the works and costs, projects and decisions to be made over the immediate future, a Waste Management Working Party is to be created to better inform Councillors on these issues.

2 Function of the Waste Management Working Party

The Function of the Waste Management Working Party is to take responsibility for the greater understanding of business issues associated with the Shire’s management and future strategy of waste disposal. The Committee is responsible for considering the implementation of the Waste Strategy and other aspects of waste disposal in the Shire.

The Committee does not enjoy the delegation of any powers, functions and duties of the Council. Recommendations of the Working Party will be ratified by Council in the normal manner.

3 Role of the Waste Management Working Party

The Role of the Waste Management Working Party is to:

- be briefed on the Shire’s waste strategy implementation
- provide input to new landfill site selection criteria and suggestion of possible sites
- review cost effective recycling options (inc EfW & AWT)
- consider the potential for methane capture at landfills or incineration of waste
- be briefed on the Kimberley Regional Waste Group activities
- provide those directly involved in the project with guidance on project business issues
- consider any issue that has major implications for the project
- report on project progress to the Council
- to review and recommend changes to Council regarding the waste budget and fees.
- to recommend to Council capital projects and help define the order of priority

(Note : The role of the working part does not include the ‘day to day’ management of the operational waste and recycling function of Council.)

4 Role of individual Working Party members

The role of the individual members of the Waste Management Working Party includes:

- understand the strategic implications and outcomes of initiatives being pursued through project outputs
- appreciate the significance of the project for some or all major stakeholders and perhaps represent their interests
- be genuinely interested in the initiative and the outcomes being pursued in the project
- be an advocate for the project's outcomes
- have a broad understanding of project management issues and the approach being adopted
- be committed to, and actively involved in pursuing the project's outcomes

In practice, this means they:

- ensure the requirements of stakeholders are met by the project's outputs
- help balance conflicting priorities and resources
- provide guidance to the Shire's Councillors, Management, Officers and users of the project's outputs
- consider ideas and issues raised
- review the progress of the project
- check adherence of project activities to standards of best practice, both within the organisation and in a wider context

5 Selection of Working Party members

Elected member representatives of the Working Party will be selected by Council.

Officer representatives will be selected by the Chief Executive Officer.

External representatives will be selected by the Working Party on a case by case basis as required.

A diversity of knowledge and experience across the Committee membership is desirable, if possible, including representation from; business, industry, waste sector, community groups and domestic waste service users.

Selection will include consideration of responses to the following criteria:

- availability to be involved.
- interest and/or capacity for long term strategic planning.
- connections with community and organisations.

- knowledge of business and industry interests associated with waste and resource management.
- knowledge of the waste and resource sector.

6 General

6.1 Membership

The Waste Management Working Party shall be comprised of:

- *Two nominated SWEK Councillors (to be decided)*
- *Kevin Hannagan - SWEK Director Infrastructure*
- *Beck Foulkes-Taylor – SWEK infrastructure Support Officer (agendas, minutes, admin support)*
- *John Gault - SWEK Kununurra Works Manager (as required)*
- *Kim Edmeades - SWEK Manager Projects (as required)*

Advisors

- *Giles Perryman - ASK Waste Management (as required)*
- *DEC officers (if applicable)*

6.2 Convenor/Chair

The Chair, (elected by Working Party members) shall convene the Waste Management Working Party meetings.

If the designated Chair is not available, then the Deputy Chair (to be elected by Working Party members) will be responsible for convening and conducting that meeting. The Deputy Chair is responsible for informing the Chair as to the salient points/decisions raised or agreed to at that meeting.

6.3 Agenda Items

Waste Management Working Party agenda will be drafted by the Director Infrastructure and approved by the Chair (or Deputy Chair). Other agenda items may be forwarded by Working Party members to the Director Infrastructure by C.O.B. seven working days prior to the next scheduled meeting for consideration of inclusion in that Agenda.

Waste Management Working Party agenda, with attached meeting papers will be distributed at least three working days prior to the next scheduled meeting.

The Chair has the right to refuse to list an item on the formal agenda, but members may raise an item under 'Other Business' if necessary and as time permits.

6.4 Minutes & Reporting

Reports to Council arising from the Waste Management Working Party are to be presented by the Director Infrastructure to the next available Council meeting for consideration.

6.5 Frequency of Meetings

The Waste Management Working Party Committee shall meet approximately every two months (or earlier as required) on a date that aligns with visits by the Waste Consultant. It is anticipated that meetings will take one to two hours and would start at 1700hrs.

6.6 Review Timetable

The Waste Management Working Party Committee will be reviewed after 12 months to assess its effectiveness and if it should be extended for a further period to be determined by Council.

6.7 Dissolution

The Waste Management Working Party may, at any meeting, agree to disband.

The Council may, for any reason, disband the Waste Management Working Party and upon written notice to that effect being given to the Committee members, the Committee shall be disbanded.

12.4 COMMUNITY DEVELOPMENT

12.4.1 Lease of portion of Reserve 41812 – Ingle Pty Ltd (Lakeside Resort)

DATE:	28 May 2013
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	Portion of Foreshore Reserve, part Lot 502 on Deposited Plan 64834, adjoining Lakeside Resort, Casuarina Way Kununurra
AUTHOR:	Jennifer Ninyette, Senior Planning Officer
REPORTING OFFICER:	Nick Kearns, Director Community Development
FILE NO:	A2860P

PURPOSE

For Council to consider the draft Lease document and valuation report for the lease of portion of Reserve 41812, adjoining Lakeside Resort, to Ingle Pty Ltd.

BACKGROUND

At the Ordinary Council Meeting of 17th November 2008, Council resolved to amend the draft lease documents for the portions of Reserve 41812 adjoining the three tourist parks, including Lakeside Resort, as follows:

Minute No. 8445

Moved:Cr K Wright

Seconded:Cr P Caley

- 1. That Council advise the owners of Kimberley Land Caravan Park, Lakeside Caravan Park and Kona Water Holiday Park that it is prepared to offer new foreshore leases on the following basis:**
 - a) Development (construction, buildings, concrete bays, footpaths, BBQ's etc) of leased land cannot be closer than 10m from water edge or edge of lease adjacent to the water.**
 - b) Water, power and sewerage can be approved in the lease area with written approval of the co-vestees.**
 - c) Sewerage must be connected to the sewer network.**
 - d) Removable structures (Caravans, camping, Cabins when on-stumps/skids, chairs etc) to be allowed with the written permission of co-vestees.**
 - e) Leased area will not be exclusive i.e. public will have access.**
 - f) 21 year lease tenure to apply.**
 - g) Shire rates to apply the leased area.**
 - h) Perth CPI lease fee adjustments to apply in years when valuations are not done.**
 - i) Lease fees to be set at the valuation estimates October 2008 of \$30,800 for Kimberley Land Caravan Park, \$16,100 for Kona Waters Holiday Park, and \$35,000 for Lakeside Caravan Park.**
 - j) Development and Management Plans required to the satisfaction of the DOW.**

- 2. That should the offer of the new leases not be accepted in writing by the 17th December 2008, then the offer will lapse and Council will not re consider the matter again until December 2009.**

CARRIED: (5/2)

However, only Lakeside Resort responded within the specified timeframe, requesting that a number of terms of the proposed 21 year lease be amended as follows:

1. Reduction of proposed lease fee by \$4,250 given the 10m development setback from the waters edge proposed by Council.
2. That boat launching and mooring is permitted from the leased site as per the current lease.
3. That rates and taxes do not apply to the proposed new lease.
4. Reclaimed land on the foreshore, which has been subject to the valuation, be part of the leased area.

Lakeside Resort also confirmed that a lease of fee of \$30,750 was accepted subject to above proposed variations being adopted by Council.

At the Ordinary Council Meeting of 20 January 2009 Council reconsidered the terms of the proposed 21 year lease to Lakeside Resort for a portion of Reserve 41812, and resolved as follows:

Minute No. 8530

**Moved: Cr D Ausburn
Seconded Cr R Addis**

1. **That further to Council Minute 8445, 17th November 2008, Council amend the offer a new lease over a portion of Reserve 41812 to Kununurra Lakeside Resort (ingle Pty Ltd), with the following lease conditions:**
 - a) **Development (construction, buildings, concrete bays, footpaths, BBQ's etc) of leased land cannot be closer than 10m from water edge or edge of lease adjacent to the water.**
 - b) **Water, power and sewerage can be approved in the lease area with written approval of the co-vestees.**
 - c) **Sewerage must be connected to the sewer network.**
 - d) **Removable structures (Caravans, camping, cabins when on-stumps/skids, chairs etc) to be allowed with the written permission of co-vestees.**
 - e) **Lease area will not be exclusive i.e. public will have access.**
 - f) **21 year lease tenure to apply**
 - g) **Shire rates to apply the leased area.**
 - h) **Perth CPI lease fee adjustments to apply in years when valuations are not done.**
 - i) **Lease fees to be set at \$30,750.00**
 - j) **Development and Management Plans required to the satisfaction of the DOW.**
 - k) **Boat launching and mooring being limited to the current two self drive/hire vessels, or their replacement, owned by the lessee, with no use permitted for any other commercial boating operations, and no refuelling or sullage removal (other than chemical sullage) to occur form the lease area, as per requirements of the Department of Water as co-vestee of the leased area.**

1) Reclaimed land on the foreshore, which has been subject to the valuation, be part of the leased area.

2. That should the offer of a new lease to Kununurra Lakeside Resort (Ingle Pty Ltd), not be accepted in writing by the 20th February 2009, the offer will lapse and Council will not reconsider the matter again until December 2009.

3. That the Shire President, Deputy Shire President and Chief Executive Officer be delegated authority to negotiate further changes to the proposed lease condition to facilitate finalisation of the lease.

CARRIED UNANIMOUSLY: (7/0)

It is unclear whether Lakeside Resort, or Department of Water (DOW), agreed to these terms, however the lease of the foreshore reserve was held in abeyance, subject to reserve actions being undertaken by the Department for Regional Development and Lands (RDL), in regard to Reserve 41812. This reserve action included resurvey of the land and creation of the new reserve for the Commercial Boating Facility lots and adjoining licence areas.

Since Council's resolution in January 2009, a number of changes have occurred including that Reserve 41812 is now solely vested in the Shire, and therefore the DOW are no longer a co-Lessor, and RDL have also requested that leases to various tourist parks located adjacent to the foreshore area should not extend to the water's edge and instead should incorporate a 10 metre licence area, as occurs with the Commercial Boat Facility leases, given the commercial nature of the use of the foreshore land.

RDL also consider that the existing use is not consistent with the reserve purpose of "Foreshore and Recreation", and therefore intend for a new reserve to be created over the proposed lease area, and an approximately 10 metre wide strip along the water's edge to be retained for the purpose of foreshore, recreation and access.

A survey has been undertaken for this to occur in the future, and is being used to prepare the lease plan for the draft Lease document, which will include a licence area for the 10m strip along the water. A plan showing indicative lease and licence areas is provided at Attachment 1.

The draft Lease was prepared with the following general development provisions:

- All structures, infrastructure, facilities and improvements to be erected, constructed, installed, brought or made by the Lessee on the Land must be low impact, low key and consistent with the maintenance of water quality and bank stabilisation of the Land and must not restrict or impede the use, accessibility and enjoyment by patrons and the general public of the Land or adversely affect the amenity of the Land.
- Not to erect, construct, build, install or bring any buildings or structures of a permanent nature on the Land or make any other alterations, additions or improvements on the Land without the approval of the Lessor.
- The Lessor acknowledges and accepts all structures, infrastructures, facilities and improvements erected, constructed or installed by the Lessee on the lease area before the commencement of the previous lease agreement.

- No caravan sites are permitted on the licence area, and any existing caravan bays (and infrastructure) within the licence area are to be removed. Camping (tents) only may be permitted on the licence area only as an overflow.

The draft Lease, without valuation, was referred to both the proposed Lessee and RDL for comment and subject to minor changes, all parties have agreed to the terms. A copy of the draft Lease is provided at Attachment 2.

A copy of the valuation report which was recently received has been provided to Ingle Pty Ltd (Laurie McKenzie) for review, who has provide written response outlining consideration for deduction in the proposed lease rent. A copy of the valuation report is provided at Attachment 3 and the response from Mr McKenzie is provided at Attachment 4.

The draft Lease, Valuation Report and written submission provided by Mr Laurie McKenzie seeking reduction to the lease valuation are therefore provided to Council for consideration and determination.

STATUTORY IMPLICATIONS

The *Local Government Act 1995* provides for leasing under *section 3.58 Disposing of Property* and the *Land Administration Act 1997* provides for the leasing of Crown reserves for one or more purposes of public interest.

The Shire holds management order for Reserve 41812, with the power to lease, subject to approval from the Minister for Land.

As such, Shire Officers have worked closely with the Department of Regional Development and Lands in developing the Lease, which will formal approval from the Minister for Land will once finalised.

POLICY IMPLICATIONS

No policy implications apply in the preparation of this report.

FINANCIAL IMPLICATIONS

Ingle Pty Ltd are currently charged an annual rent of \$1089 (inclusive of GST) for the lease of the land. A valuation has been obtained for the purposes of determining a new lease amount.

Lake Kununurra Foreshore and Aquatic Use Plan outlines the requirement for money raised from foreshore leases to be spent on management and maintenance of the foreshore land and associated facilities.

STRATEGIC IMPLICATIONS

Local Planning Strategy

The LPS identifies that Lake Kununurra is a wetland of international significance listed under the Ramsar Convention, and requires careful management practices to ensure their protection from urban uses.

It is a specific action of the LPS to ensure consideration is given to:

- The proximity to natural sensitivity and the management strategies required to deal with any potential impacts;
- Built form and construction guidelines, including aesthetic matters and the protection of viewsheds and landscape values.
- Facilitate public access to Lake Kununurra foreshore through the provision of appropriate pedestrian and bicycle links from the town centre and nearby residential areas.
- Develop a master plan for the Kununurra foreshore area that emphasises public access to the waterway in a suitable manner.
- Where appropriate environmental management is in place, secure foreshore areas – both within and outside towns – for public access.

Lake Kununurra Foreshore and Aquatic Use Plan

There are a number of specific actions and key recommendations outlined in the Lake Kununurra Foreshore and Aquatic Use Plan (LKFAUP), which relate to the proposed lease including:

- A minimum buffer area of 10metre from the high water mark (full supply level) to be maintained for pedestrian access and passive recreational purposes with no permanent structures apart from a pathway and associated pedestrian facilities. Greater buffers may be used for specific areas as determined by the lessor (landowner) in consultation with State Government departments.
- Where greater than 50% of the 10m foreshore buffer is licensed to an adjoining lease holder, the lessee shall be responsible for preparing an action plan for that buffer area that guides their management of the whole of the foreshore buffer and its bank. This action plan must be submitted for approval by the relevant management authority.
- All revenue collected from the foreshore leases is to be used to maintain the public foreshore area and its associated facilities.

The LKFAUP also outlines development guidelines for use and development of the foreshore, however it is noted that any future proposed development/redevelopment of the foreshore and/or licence area will require a planning approval to be considered and determined by Council.

COMMUNITY CONSULTATION

Community consultation will be required in accordance with *Section 3.58* of the *Local Government Act 1995*, which requires Council to advertise its intent to dispose of land (lease) to Lakeside Resort.

COMMENT

The adjoining foreshore land was originally leased to Ingle Pty Ltd for the permitted use of “Foreshore beautification, Motel tenant access and tour departure access” for a term of 5 years commencing 1 July 1993. No lease has been signed since the 1993 lease, and as such Ingle Pty is currently a tenant at will at it is in the Shire’s interest to finalise an up to date lease.

The proposed draft Lease has been prepared by the Shire and reviewed by Ingle Pty Ltd and RDL, with all parties generally content with the terms.

A current market valuation has been obtained for the purposes of progress the lease, by enabling the Shire to comply with the requirements of section 3.58 of the *Local Government Act 1995*.

The proposed Lessee has requested a number of minor variations and comments in relation to the lease document including the lease term, extent of the lease licence area, and future development that is permitted.

The request for a 21 year lease is consistent with the intent of Council's resolution at the OCM in January 2009, and as such is recommended that the draft lease document can be amended to reflect this term.

In relation to the extent of the Lease/Licence area, the proposed boundaries have been amended to include the existing fence and gate in the north-east corner as requested, as shown on the plan at Attachment 1.

In regard to proposed future development, the draft Lease allows for the development of future non-permanent structures and buildings, subject to a planning application being considered by Council. The intent of the term 'caravan and camping facilities' under Item 2.4 of Schedule 2 of the draft Lease is to incorporate any facilities that may be ordinarily established in a caravan park, including ablutions, camp kitchen, park home or cabin, subject to non-permanent development at the determination of Council.

The Lessee has also requested a reduction in the valuation amount taken into consideration of the following:

- There is no commercial value in the licenced area, therefore there should be no rent charged for this portion;
- The annual costs of maintaining licensed area only, including mowing, reticulation, landscaping,
- Capital expenditure of the lessee of between
- \$80,000 - \$100,000 spent on cumbungi removal and infilling of the foreshore area to create an area suitable and desirable for public access.

In relation to the capital expenditure referred to, in 2006 Mr McKenzie was required to undertake works to remediate unapproved works which resulted in the creation of an inlet and 'boardwalk' area adjoining the foreshore reserve. This remediation effectively resulted in a widening of the strip of Crown land located along the eastern edge of the Caravan Park.

This area of reclaimed land has since been included into the foreshore reserve, and will form part of the licence and lease areas, and has effectively increased the area of foreshore land.

In respect to the request for a reduction in the valuation, the valuation has taken into consideration the limitations on use and/or development, and maintenance requirements of both the lease and licence areas.

The proposed licence area is less than 30% of the total area, and although no caravan sites are allowed on this area, the licence provides for boating and ancillary use and access for guests/residents in an aesthetically pleasing setting which is in the interest of the Lessee to maintain.

It is also noted that Ingle Pty Ltd has paid a substantially reduced rental amount for at least the last 5 years.

ATTACHMENTS

Attachment 1 – Indicative Lease and Licence Plan
Attachment 2 – Draft Lease document
Attachment 3 – Valuation Report – Opteon Pty Ltd
Attachment 4 – Submission from Ingle Pty Ltd

VOTING REQUIREMENT

Absolute Majority

OFFICER'S RECOMMENDATION

That Council:

1. Offers Ingle Pty Ltd a 21 year lease, for portion of Reserve 41812, part Lot 502 on Deposited Plan 64834, adjoining Lakeside Resort, Casuarina Way Kununurra, and the annual rental amount be set at \$22,400, to be reviewed every two years;
2. Advertises its intention to enter into a lease over portion of Reserve 41812 to Ingle Pty Ltd for 14 days in accordance with section 3.58 of the Local Government Act 1995;
3. Delegates the power to sign the lease to the CEO and Shire President, subject to receiving no objections during the advertising period.

Cr Dessert moved the motion with amendment to rental amount in point 1

That Council:

1. **Offers Ingle Pty Ltd a 21 year lease, for portion of Reserve 41812, part Lot 502 on Deposited Plan 64834, adjoining Lakeside Resort, Casuarina Way Kununurra, and the annual rental amount be set at \$25,750, to be reviewed every two years;**
2. **Advertises its intention to enter into a lease over portion of Reserve 41812 to Ingle Pty Ltd for 14 days in accordance with section 3.58 of the Local Government Act 1995;**
3. **Delegates the power to sign the lease to the CEO and Shire President, subject to receiving no objections during the advertising period.**

COUNCIL DECISION

Minute No. 10071

Moved: Cr S Dessert

Seconded: Cr J Parker

That Council:

- 1. Offers Ingle Pty Ltd a 21 year lease, for portion of Reserve 41812, part Lot 502 on Deposited Plan 64834, adjoining Lakeside Resort, Casuarina Way Kununurra, and the annual rental amount be set at \$25,750, to be reviewed every two years;**
- 2. Advertises its intention to enter into a lease over portion of Reserve 41812 to Ingle Pty Ltd for 14 days in accordance with section 3.58 of the Local Government Act 1995;**
- 3. Delegates the power to sign the lease to the CEO and Shire President, subject to receiving no objections during the advertising period.**

Carried Unanimously 8/0

5:34pm Cr Ausburn leaves the meeting due to Declaration of Interest for item 12.4.2



The Shire of Wyndham East Kimberley does not warrant the accuracy of information in this publication and any person using or relying upon such information does so on the basis that DMS shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information.

Proposed Lease/Licence Area –
Foreshore Reserve 41812

Tuesday, 14 May 2013

1:1500



LEASE
PART OF LOT 502 LAKE KUNUNURRA

SHIRE OF WYNDHAM EAST KIMBERLEY
("Lessor")

AND

INGLE PTY LTD
(ACN 009 251 567)
("Lessee")

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THIS DEED is made

day of

2013

BETWEEN

SHIRE OF WYNDHAM EAST KIMBERLEY of PO Box 614, Kununurra, Western Australia 6743 (“Lessor”)

AND

INGLE PTY LTD (ACN 009 251 567) of PO Box 1129, Kununurra WA 6743 (“Lessee”)

RECITALS

- A. The Land is part of Reserve 41812 and is reserved for the purpose of “Foreshore and Recreation”. The care, control and management of the Land has been placed by the Minister for Lands (the Minister) with the Lessor with power to lease for a term not exceeding TWENTY ONE (21) years, subject to the prior approval in writing of the Minister to any such lease or assignment of any such lease.
- B. At the request of the Lessee, the Lessor has agreed to lease the Premises to the Lessee on the terms and conditions contained in this Lease.

THE PARTIES COVENANT AND AGREE:

1. DEFINITIONS

Unless otherwise required by the context or subject matter:

Aboriginal Heritage Claim means a claim made under any law relating to aboriginal heritage including, but not limited to, the *Aboriginal Heritage Act 1972* (WA) from and including the Commencement Date;

Address means the address specified in this Lease or any other address which the Lessor by notice to the Lessee nominates;

Authorised Person means an agent, employee, licensee or invitee of the Lessee, and any person visiting the Improvements with the express or implied consent of any of the persons mentioned in this paragraph;

Authorised use means the authorised use specified in Item 12 of Schedule 1;

Business Day means any day which is not a Saturday, Sunday or gazetted public holiday in the State of Western Australia;

Commencement Date means the date specified in Item 3 of Schedule 1;

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

Costs and Expenses means the costs and expenses mentioned in clause 9;

CPI Rent Review Date means each CPI rent review date as specified in item 7 of Schedule 1;

Current CPI means the Consumer Price Index number last published before the relevant CPI Rent Review Date, or if an actuary is appointed under clause 5 to determine an index, the number certified by that actuary;

Encumbrance means a mortgage, charge, bill of sale, lien, pledge, easement, restrictive covenant, writ, warrant or caveat and the claim stated in that caveat;

Event of Default means an event specified in clause 28;

Facility means a lavatory, sink, drain or other sewerage or plumbing facility, and a gas or electrical fitting or appliance in or on the Land or the Building;

Final Period means the period between the start of the final Lease Year before the date of Termination until the date of Termination;

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

First Period means the period between the Commencement Date and the last day of the first Lease Year;

Foreshore Area means the Foreshore Area referred to in item 1 of Schedule 3;

Further Term means each further term specified in Item 5 of Schedule 1;

Holding Over means holding over by the Lessee under clause 38;

Improvements means all of the development, construction and improvements on the Premises including (but not limited to) caravan and camping bays, Services, a jetty or jetties, boat ramps, traffic areas, and general landscaping of the Premises;

Insurance Company means a public insurance company carrying on business in Australia and authorised to operate as an insurance company under any applicable statute from time to time in force, but approval by the Lessor of an Insurance Company, insurance broker or an alteration in the terms of a policy does not imply any warranty by the Lessor in respect of that Insurance Company, that broker or those terms, or release the Lessee from any obligation or liability under this Lease;

Insured Risk means an event against which the Lessor or the Lessee insures including, but not limited to fire, explosion, earthquake, aircraft, riot, civil commotion, flood, lightning, storm, tempest, act of God, fusion, smoke, rain water, water leakage, impact by vehicles, machinery breakdown and malicious acts or omissions;

Interest means interest at the rate specified in Item 8 of Schedule 1;

Land means the land described in Item 2 of Schedule 1;

Lease means this deed, the Schedule and any attachments as amended from time to time;

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

Lessee's Covenants means the covenants, agreements and obligations contained or implied in this Lease or imposed by law to be observed and performed by any person other than the Lessor;

Lessee's Fixtures means each fixture installed in or on the Premises by the Lessee, including the Improvements and any sign erected or affixed to the Land by or on behalf of the Lessee;

Lessee's Proportion means the whole of the Variable Outgoings for the Premises;

Lessee's Rights means:

- (a) the right to use exclusively:
 - (i) the Lessor's Fixtures from time to time in the Premises; and
 - (ii) the Facilities in and the Services supplied to the Premises,together with all rights in favour of the Lessee contained or implied in this Lease and the right to install cables in the Improvements subject to the approval of the Lessor; and
- (b) the non-exclusive right to use:
 - (i) the Lessor's Fixtures in;
 - (ii) the Plant and Equipment in, on or serving;
 - (iii) the Facilities in; and
 - (iv) the Services supplying,any other part of the Premises, as required for the Authorised Use;

Lessor's Covenants means the covenants, agreements and obligations contained or implied in this Lease or imposed by law to be observed and performed by the Lessor;

Lessor's Fixtures means the fixtures specified in Item 9 of Schedule 1;

Lessor's Rights means:

- (a) the right to enter and install in the Premises cables, pipes and wires for the supply of a Service, Facility, telephone, electronic communication or other like service or facility for the Improvements or the Land or; and
- (b) all rights in favour of the Lessor contained or implied in this Lease or granted by law;

Managing Agent means the firm specified in Item 11 of Schedule 1 or any person, firm or corporation as the Lessor by notice to the Lessee nominates;

Minister means the Minister for Lands, a body corporate under section 7(1) of the *Land Administration Act 1997*;

Money Payable means the Rent and any other money payable by the Lessee under this Lease;

Party means the Lessor or the Lessee according to the context;

Plant and Equipment means any plant and equipment for or in connection with any Service or heating, cooling, lighting, power or plumbing serving the Land or the Improvements;

Premises means the premises specified in Item 1 of Schedule 1;

Previous CPI means the Consumer Price Index number last published before the date which is TWENTY FOUR (24) months before the relevant CPI Rent Review Date, or if an actuary is appointed under clause 6 to determine an index, the number certified by that actuary;

Rates and Taxes means:

- (a) council rates and charges including but not limited to, rubbish removal rates and charges and fire services;
- (b) land 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 Land, or the Premises or the ownership or occupation of any part of the Land or the 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*;

Rent means the rent specified in Item 6 of Schedule 1 as varied from time to time under this Lease;

Rent Review Date means each date specified in Item 7 of Schedule 1 and the relevant rent method expressed for each date;

Rent Review Notice means a notice given by the Lessor to the Lessee under clause 6.2 or clause 6.3;

Schedule means the schedules to this Lease;

Service means electricity, gas, oil, fuel, water or other like facility or service;

Term means the term specified in Item 4 of Schedule 1 and any Further Term;

Termination means the expiry of the Term or any period of holding over by effluxion of time or any earlier determination;

Variable Outgoings means all outgoings, costs and expenses of the Lessor, including Rates and Taxes assessed, charged, payable or incurred in respect of the Premises, Land or the Improvements including, but not limited to, the cost of:

- (a) insuring the Improvements or any part of the Improvements and any equipment or appliance in the Premises or the Improvements against fire, explosion, earthquake, aircraft, riot, civil commotion, flood, lightning, storm, tempest, fusion, smoke, rainwater, water leakage, impact by vehicles, machinery breakdown and malicious acts or omissions, loss of rent,

demolition and removal of debris, architects and other consultants fees, claims under Workers Compensation legislation, and statutory liability by employees of the Lessor working in or about the Improvements, owners third party liability and all other risks which the Lessor insures against;

- (b) compacting, storing and removing rubbish;
- (c) landscaping and maintaining any part of the Land and the Premises;
- (d) providing, maintaining, repairing, replacing, decorating, managing, administrating, controlling and securing any service or thing which the Lessor considers necessary or expedient or an improvement to the amenities of the Premises or the Land;
- (e) employing and providing facilities for staff for the matters mentioned in this definition;
- (f) legal fees and disbursements in relation to the matters mentioned in this definition;
- (g) providing motor vehicles, plant, equipment, tools and materials for the matters mentioned in this definition;
- (h) 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; and
- (i) fees payable to the Managing Agent.

2. INTERPRETATION

- 2.1 Unless otherwise required by the context or subject matter, a reference to a party includes that party's executors, administrators, personal representatives, successors and assigns. If a party comprises 2 or more persons, a reference to a party includes the executors, administrators, personal representatives, successors and assigns of each of those persons.
- 2.2 If a party comprises 2 or more persons, the covenants and agreements bind and must be performed by each of them jointly and severally and may be enforced against any one or any 2 or more of them.
- 2.3 Where applicable, words denoting the singular include the plural, words denoting the plural include the singular, and words denoting a gender include each gender.
- 2.4 A reference to a statute includes a regulation, by-law, requisition or order made under that statute and any amendment to or re-enactment of that statute, regulation, by-law, requisition or order in force from time to time.
- 2.5 Subject to any provision to the contrary, a reference to any other deed, agreement or instrument includes a reference to that other deed, agreement or instrument as amended, supplemented or varied from time to time.
- 2.6 When the day or last day for doing an act is not a business day, the day or last day for doing the act will be the next following business day.

- 2.7 Except in the Schedule, headings in this Lease do not affect its interpretation.
- 2.8 Where applicable, a reference to a body corporate includes a natural person, and a reference to a person includes a body corporate.

3. GRANT OF LEASE

The Lessor leases and grants the Lessee's Rights to the Lessee and the Lessee takes a lease of the Premises subject to the Encumbrances for the Term and subject to the payment of the Rent and any other Money Payable and the observance and performance of the Lessee's Covenants, but reserving to the Lessor the Lessor's Rights.

4. QUIET ENJOYMENT

Subject to any contrary provision and subject to the observance and performance of the Lessee's Covenants, the Lessee may quietly hold the Premises and enjoy the Lessee's Rights during the Term without any interruption or disturbance from the Lessor.

5. RENT

The Lessee must pay the Rent (without deduction or offset) by one annual instalment in advance commencing on the Commencement Date and thereafter on each anniversary of that date during the Term except that the first and final payments will be apportioned on a daily basis if they are in respect of periods of less than a year.

6. RENT REVIEW

6.1 General

On each Rent Review Date, the Rent shall be reviewed in the manner set out in the following paragraphs of this clause 6.

6.2 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 sums calculated on the basis of the formulae contained in sub paragraphs 6.2(a)(i) and 6.2(a)(ii).

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

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.

(ii) **$RR = R + (R \times PMI)$**

Where:

- “RR” = the annual Rent as reviewed;
- “R” = the annual Rent payable immediately before the relevant CPI Rent Review Date; and
- “PMI” = the percentage of minimum increase (if any) specified in Schedule 1 next to each CPI Rent Review Date.

- (b) The Lessor may not earlier than THREE (3) months before a CPI Rent Review Date give the Lessee 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 Lessor to give such a notice before the CPI Rent Review Date does not preclude the Lessor 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, the Consumer Price Index number is not published or, in the opinion of the Lessor 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 period before the relevant CPI Rent Review Date for the purposes of determining Previous CPI, then the Lessor may appoint an actuary from the Fellows of the Institute of Actuaries of Australia to determine:

- (i) in respect of 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 Previous CPI, an index number which reflects the prevailing levels of prices for the Perth metropolitan area at the new date which is TWENTY FOUR (24) months prior to that CPI Rent Review Date;

and the actuary’s determination will be binding on the Lessor and the Lessee and the Lessor and the Lessee will pay the actuary’s costs in equal shares.

7. NOT TO CAUSE RENT REDUCTION

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

8. RATES AND TAXES AND VARIABLE OUTGOINGS

8.1 The Lessee must pay to the Lessor within TEN (10) Business Days, or if the demand is made to the Lessee by any statutory authority then to that authority on demand, in full all Rates and Taxes and other outgoings separately assessed or imposed by any statutory authority or other service provider solely in respect of the Premises, including but not limited to telephone services, electricity, gas and other power and light charges and expenses, including, but not limited to:

- (a) charges and assessments for use under assessments or meter readings;
 - (b) meter rents; and
 - (c) the cost of installation of any meter, wiring or other apparatus necessitated by the use of electricity, gas and other power.
- 8.2 The Lessee must pay to the Lessor, within TEN (10) Business Days of receipt of the notice of demand, the Lessee's Proportion of Variable Outgoings relating to the Premises.
- 8.3 Except in the case of manifest error, a statement issued by the Lessor under this clause will be prima facie evidence of the matters stated in that statement.
- 8.4 If the Variable Outgoings includes any tax on goods or services, the Lessee must also pay that tax to the Lessor.

9. COSTS AND EXPENSES

The Lessee must pay to the Lessor or as the Lessor directs, all the Lessor's reasonable costs, charges and expenses in connection with:

- (a) the negotiation, preparation, execution, settlement and stamping of this Lease;
- (b) any consent, approval or exercise of any right, waiver, variation, release, surrender or discharge in connection with this Lease, including but not limited to all costs and expenses of and incidental to the preparation and service of a notice under section 81 of the *Property Law Act 1969*;
- (c) any inspection or report concerning the Premises;
- (d) any breach of the Lessee's Covenants;
- (e) any work done at the request of the Lessee;
- (f) the exercise or attempted exercise of the Lessor's Rights;
- (g) any action, suit or proceeding to which the Lessor is joined as a party as a result of the Lessee's occupation of the Premises;
- (h) advertising costs in accordance with the *Local Government Act 1995*;
- (i) all valuation costs in respect of this Lease;

and such costs, charges and expenses include, but are not limited to:

- (j) taxes and fees and fines and penalties which may be payable in connection with this Lease;
- (k) all legal costs and expenses on a full indemnity basis or solicitor and own client basis whichever is the higher; and
- (l) all interest which the Lessor is entitled to claim.

10. INTEREST ON OVERDUE MONEY

If any Rent or other Money Payable is unpaid for FOURTEEN (14) days, whether demand is made or not, the Lessee must pay to the Lessor on demand Interest on that Rent or other Money Payable, computed from the due date for payment until payment, and such payment will not affect any of the Lessor's Rights.

11. LESSEE TO MAINTAIN PREMISES AND IMPROVEMENTS

The Lessee must:

The Lessee shall:

- (a) maintain the Premises in a good condition and state of repair, except in respect of:
 - (i) fair wear and tear; and
 - (ii) damage which is or will be reinstated from the proceeds of insurance;
- (b) promptly repair any damage to the Premises or Improvements for which the Lessee is responsible to the satisfaction of the Lessor;
- (c) keep the Premises clean and free from rubbish and keep all rubbish in suitable receptacles;
- (d) maintain the Lessor's Chattels, the Lessor's Fixtures, the Lessee's Fixtures and the Improvements in good condition and where necessary, replace that Lessor's Chattel, Lessor's Fixture, Lessee's Fixture or the Improvements to the satisfaction of the Lessor except in respect of:
 - (i) fair wear and tear; and
 - (ii) damage which is or will be reinstated from the proceeds of an insurance policy;
- (e) not do or omit to do anything which might cause the Premises, the Lessor's Chattels, the Lessor's Fixtures, the Lessee's Fixtures or the Facilities 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;
- (f) maintain the Lessor's Chattels, the Lessor's Fixtures, the Lessee's Fixtures and the Facilities in clean and good condition;
- (g) promptly replace any broken glass in the Premises, the Lessor's Fixtures or the Lessee's Fixtures;
- (h) not without the Lessor's prior consent, install any electrical equipment on the Premises which might overload the cables, switchboards or sub-boards through which electricity is connected to the Leased Premises or any fixtures (including any Improvement);

- (i) not without the Lessor's prior written consent interfere with the drainage or water supply facilities serving the Premises or the Improvements or any equipment connected to such facility;
- (ii) not without the Lessor's prior consent, erect or place on or in the Premises any radio or television aerial or antenna;
- (j) keep all drains and other pipes in or connected to the Premises or any fixtures (including any Improvement) properly cleaned and free-flowing;
- (k) maintain the garden, lawns, edges, hedges, shrubs and trees, to water and fertilise them regularly and adequately, to keep the flower beds and lawns free of weeds, and to not remove or cut down any plants, trees or shrubs;
- (l) maintain all paved areas and keep them clean and tidy; and
- (m) maintain all roads, driveways and access ways on the Leased Premises and keep them free of rubbish and debris and ensure that they are not obstructed.

12. MAINTENANCE OF LESSOR'S FIXTURES

The Lessee must:

- (a) maintain the Lessor's Fixtures and the Facilities in the Premises in good condition and replace any damaged items excepting fair wear and tear and damage caused by an event which is the subject of an Insured Risk which the Lessor has insured against, but if payment of the insurance money in respect of that damage is refused or reduced by reason of a default of the Lessee, the Lessee must in respect of that damage maintain the Lessor's Fixtures and the Facilities in the Premises in good condition to the extent that payment of that insurance money is refused or reduced, except that the Lessee's obligation is reduced to the extent that payment of insurance money under the Lessor's insurance policy is refused or reduced by reason of an act or default of the Lessor;
- (b) if the Lessee is liable to replace any of the Lessor's Fixtures or the Facilities in the Premises, replace that Lessor's Fixture or Facility with an item of similar quality, colour and design, and carry out the replacement to the satisfaction of the Lessor; and
- (c) keep the Facilities within the Premises unobstructed.

13. USE OF THE PREMISES

The Lessee Covenants with the Lessor as follows:

13.1 Generally

Not to use or permit the Premises to be used for any purpose other than for the purpose specified in Item 12 in Schedule 1.

13.2 **Maintenance**

To maintain, rehabilitate and stabilise the Foreshore Area and the Premises as may be necessary to permit continuous access by the public to infrastructure and to approved structures upon the Land.

13.3 **Foreshore Bank**

Not to modify, or permit the modification of, the foreshore bank of the Foreshore Area except in accordance with the Improvements referred to in Schedule 2.

13.4 **Improvements and Additions**

Not to erect, construct, build, install or bring any buildings or structures of a permanent nature on the Premises or make any other alterations, additions or improvements on the Premises except in accordance with Schedule 2 of the Lease.

13.5 **Foreshore Vegetation**

Not to remove any vegetation from the Premises or the Foreshore Area EXCEPT:

- (i) in accordance with a foreshore management/rehabilitation plan approved by the Lessor (if required);
- (ii) exotic species considered to be pest or weed species;
- (iii) in the case of native vegetation, with the prior written consent of the Lessor and all approvals required by law; and
- (iv) by mechanical means rather than chemical application methods to the extent practicable.

The Lessee must ensure that all areas from which vegetation may have been removed by the Lessee prior to the execution of this lease or is removed in the future shall be promptly rehabilitated and re-vegetated with local or native species in order to minimise soil erosion and run-off.

13.6 **Water Use Conservation**

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

13.7 **State Government Planning Policies**

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

14. **MISCELLANEOUS RESTRICTIONS ON USE**

The Lessee must not:

- (a) use or permit anyone to use the Premises for an immoral or unlawful purpose;
- (b) do or carry on in the Premises any thing which causes a nuisance, damage, or disturbance;
- (c) do or carry on in the Premises any harmful, offensive or illegal act, matter or thing;
- (d) place any rubbish on any part of the Premises except in a place for disposal of that type of rubbish;
- (e) burn any rubbish on the Premises; or
- (f) fail to remove on a regular basis any rubbish of a kind not removed by the local authority.

15. INFLAMMABLE SUBSTANCES

The Lessee must not except for reasonable quantities for normal applications in connection with the use of the Premises permitted by the Lessor use or store any chemical or inflammable substances within the Improvements.

16. ADVERTISEMENTS OR NOTICES

The Lessee must not display from or affix to the Premises or any other part of the Improvements any advertisement or notice visible from outside the Premises without the prior consent of the Lessor which the Lessor may not unreasonably withhold in the case of a notice stating the name and business of the Lessee affixed in a place immediately adjacent to the Premises.

17. ENTRY BY LESSOR

The Lessor or a person authorised by the Lessor may enter the Premises and Improvements at reasonable times after giving the Lessee reasonable written notice of entry, or on demand in the case of an emergency, with or without workmen and others, and with or without plant, equipment and materials, to:

- (a) inspect the state of repair of the Premises and Improvements and to ensure that there is no breach of the Lessee's Covenants;
- (b) maintain or repair the Premises and Improvements;
- (c) maintain, repair or alter the Services or any cables, pipes or wires within the Premises and Improvements;
- (d) carry out works required by a statutory authority;
- (e) maintain, service, install or remove any Plant and Equipment;
- (f) remove harmful substances;
- (g) comply with any requirement, notification or order of an authority having jurisdiction or authority over or in respect of the Premises or the Improvements for which the Lessor is liable under this Lease; and

- (h) view the Premises or Improvements with persons having or seeking an interest in the Premises or Improvements or any part thereof, financiers, insurers and other similarly interested persons,

and the Lessor must use its best endeavours not to cause any undue inconvenience to the Lessee.

18. EASEMENTS

18.1 Subject to clause 18.2, the Lessor may:

- (a) grant rights of support to any owner, Lessee, occupier or other person interested in land adjacent to or near to the Premises or any public authority;
- (b) transfer any part of the Land; or
- (c) grant or create any easement or privilege in favour of any person or public authority over or affecting the Premises.

for the purpose of providing:

- (d) a public or private entrance to or exit from;
- (e) a support for a structure erected on;
- (f) the supply of a Service, Facility or telephone or electronic communication to; or
- (g) any other right, privilege or facility for,

the Premises, or any other land.

18.2 The Lessor must not transfer, grant or create any easement, right or privilege, which substantially and permanently derogates from the Lessee's Rights without first obtaining the Lessee's consent.

19. INSPECTION BY PROSPECTIVE LESSEES OR PURCHASERS

The Lessor or a person authorised by the Lessor may:

- (a) enter the Premises or Improvements to allow prospective purchasers or Lessees of the Premises to inspect the Premises; or
- (b) within THREE (3) months before the end of the Term, display outside the Premises a sign containing any information which the Lessor sees fit indicating the availability of the Premises for lease or other occupation.

20. PLANT AND EQUIPMENT AND FIXTURES

20.1 The Lessee must:

- (a) not use any Facility, Plant and Equipment or Lessor's Fixtures for a purpose other than that for which it was designed;
- (b) comply with the reasonable requirements of the Lessor relating to the Plant and Equipment;

- (c) not do anything which might interfere with or impair the efficient operation of the Plant and Equipment; and
- (d) not install any electrical equipment on the Premises which might overload the cables, switchboards or sub-boards, through which electricity is connected to the Premises.

20.2 If the Lessee wishes to install any electrical equipment on the Premises which might overload the cables, switchboards or sub-boards through which electricity is connected to the Premises and the Lessor grants its consent, and the Lessor considers that any alteration is necessary to comply with the requirements of the Lessor's insurance underwriters or with any statute in force from time to time, then:

- (a) that alteration will be effected by the Lessor at the expense of the Lessee;
- (b) the Lessee must pay the entire cost of the alteration to the Lessor on demand by the Lessor; and
- (c) if required by the Lessor the Lessee must deposit with the Lessor the estimated cost of the alteration before commencement of any work.

21. INSURANCE

The Lessee must:

- (a) maintain with an Insurance Company approved by the Lessor in the names of the Lessee and the Lessor and, if required by the Lessor, any mortgagee of the Lessor, for their respective rights and interests:
 - (i) adequate public risk insurance to a sum insured of at least the amount specified in Item 10 of Schedule 1 in respect of any one claim or any higher amount required by the Lessor from time to time;
 - (ii) insurance against the Insured Risk to a full insurable value on a replacement or reinstatement basis in respect of the Lessee's Fixtures;
 - (iii) a policy of employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Lessee employed in, about or from the Premises;
 - (iv) a policy of insurance against all risks in respect of the Improvements; and
 - (v) other insurances in connection with the Premises which a prudent Lessee leasing premises comparable with the Premises would take out or which are reasonably specified by the Lessor; and
- (b) in respect of the insurances referred to above:
 - (i) supply to the Lessor details;
 - (ii) produce each policy or certificate of insurance and each receipt for premiums or certificates of currency issued by an Insurance Company or insurance broker approved by the Lessor when required to do so by the Lessor;

- (iii) pay each premium at least SEVEN (7) days before the due date, and when asked by the Lessor, produce receipts for the payments;
- (iv) immediately rectify anything which might prejudice any insurance and re-instate the insurance if it lapses;
- (v) notify the Lessor immediately when:
 - (A) an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
 - (B) a policy of insurance is cancelled; and
- (vi) ensure that the insurer has no right of subrogation against the Lessor;
- (vii) not do or omit to do any act or thing which might render the insurance on the Premises void or voidable, or which might cause the rate of premium to be increased, and if the Lessor approves in writing any proposal of the Lessee to add to or increase any risk which is covered by insurance, pay all additional premiums resulting from the additional or increased risk.

22. LESSEE'S INDEMNITIES

- 22.1 The Lessee indemnifies and keeps indemnified the Lessor and the Minister against each claim, demand, loss, damage or Costs and Expenses arising from or incurred in connection with any damage to the Premises or any loss of or damage to anything in it or near it, and any injury to any person in or near the Premises, caused or contributed to by the act, negligence or default of the Lessee or some danger created by the Lessee, whether or not the existence of that danger was or ought to have been known to the Lessee.
- 22.2 The Lessor and the Minister are not liable in respect of any liability or loss resulting from:
- (a) any act or omission of any other person in the Premises;
 - (b) any malfunction, breakdown, interruption or failure in relation to the supply of services to the Premises;
 - (c) any other accident, damage or malfunction affecting the Premises, including, but not limited to, any blocked drains, pipes or conduits, any overflow of water or any break in wires or cables; or
 - (d) damage to or loss of anything or injury to any person in or near the Premises due to any cause other than the negligence or default of the Lessor or the Minister or any employee or agent of the Lessor or the Minister.
- 22.3 The Lessee's obligation to indemnify the Lessor and Minister under this Lease or by law is unaffected by the obligation of the Lessee to effect insurance and the obligation of the Lessee to indemnify is paramount.
- 22.4 To the extent permitted by law, the Lessee must on demand pay to the Lessor an amount equal to all money paid by the Lessor in respect of any liability of the Lessee under this Lease.

- 22.5 The Lessee is subject to the same responsibilities relating to persons and property to which the Lessee would be subject if during the Term the Lessee were the owner and occupier of the freehold of the Premises.
- 22.6 The Lessee's obligation under clause 22.1 is relieved to the extent that payment of insurance money under the Lessor's insurance policy (if any) in respect of that obligation is received by the Lessor, or refused or reduced by reason of an act or default of the Lessor.
- 22.7 Unless this Lease provides otherwise, whenever the Lessee is obliged or required by this Lease to do or omit to do any act or thing, the doing or the omission of that act or thing will be at the sole risk and expense of the Lessee.
- 22.8 Subject to clause 22.6, and without limiting the generality of clauses 22.1 and 22.5, the Lessee indemnifies and keeps indemnified the Lessor and the Minister against each claim, demand, loss, damage or Costs and Expenses for which the Lessor or the Minister become liable in respect of:
- (a) any overflow or leakage of water or other fluids in or from the Premises or the Improvements except where the flow or leakage is not caused by or due to any act or omission of the Lessee or an Authorised Person;
 - (b) the cost of repair or replacement in respect of any damage caused to any part of the Improvements, any item of Plant and Equipment, or any Facility, outside the Premises if that damage is caused by misuse by the Lessee or an Authorised Person; and
 - (c) the cost of repair or replacement of any Plant and Equipment or Facility within the Premises or Improvements if it is damaged and that damage is caused by or contributed to by the Lessee or an Authorised Person.

23. LIMIT OF LESSORS LIABILITY

- 23.1 The Lessor will not be liable for any failure to perform or observe the Lessor's Covenants due to any reason beyond the direct control of the Lessor.
- 23.2 The Lessor will not be liable for loss, damage or injury to any person or property in or about the Land, the Improvements or the Premises however occurring unless caused by the negligence of the Lessor or its employees.
- 23.3 Each Lessor is only liable for breaches of the Lessor's Covenants occurring while that person is the registered proprietor of the Land.

24. REPORT TO LESSOR

The Lessee must report promptly to the Lessor or the Managing Agent in writing and in the case of emergency, verbally:

- (a) any damage to or defect in the Premises the Improvements, the Lessor's Fixtures, the Plant and Equipment or the Facilities in the Premises of which the Lessee is or ought to be aware;
- (b) any malfunction of any Facility either within the Premises or Improvements or used by the Lessee;

- (c) any notice or order received from any court relating to the Premises or Improvements;
- (d) any notifiable infectious disease occurring in the Premises; and
- (e) any circumstances likely to:
 - (i) be a danger; or
 - (ii) cause any damage or danger;
 to the Premises, the Improvements or any person on or in the Premises, or the Improvements of which the Lessee is aware.

25. CAVEATS

- 25.1 The Lessee must not lodge an absolute caveat over the Premises to protect the interest of the Lessee under this Lease and the Lessee must withdraw any caveat lodged by or on behalf of the Lessee over the Premises on Termination.
- 25.2 In consideration of the Lessor granting the Lessee the Lessee's Rights, the Lessee irrevocably appoints the Lessor and every officer of the Lessor as defined by the Corporations Act to be the attorney of the Lessee, in the name and on behalf of the Lessee, and as the act and deed of the Lessee to sign and lodge at the Western Australian Land Information Authority (Landgate), Perth, a withdrawal of any caveat lodged by or on behalf of the Lessee and not withdrawn on Termination, and the Lessee:
- (a) undertakes to ratify all that the attorney does or causes to be done under or by virtue of this subclause; and
 - (b) indemnifies the Lessor in respect of any loss arising from any act done under or by virtue of this subclause, and the Lessor's costs and expenses of and incidental to the withdrawing of any caveat lodged by or on behalf of the Lessee affecting the Premises.

26. NOT TO IMPEDE EXERCISE OF LESSOR'S RIGHTS

The Lessee must not impede the exercise of the Lessor's Rights.

27. COMPLIANCE WITH STATUTES

The Lessee must comply promptly with all statutes, rules and regulations from time to time in force relating to the Premises or the Improvements or the use of the Premises or the Improvements.

28. DEFAULT BY LESSEE

An Event of Default occurs if:

- (a) any Rent or other Money Payable remains unpaid for SEVEN (7) days after becoming due whether or not demand for payment is made;
- (b) the Lessee is in breach of any of the Lessee's Covenants other than covenants to pay Rent or other Money Payable for FOURTEEN (14) days after notice has been given to the Lessee;

- (c) a receiver, or an agent in possession for a mortgagee is appointed in respect of any property of the Lessee;
- (d) the Lessee vacates the Premises or ceases to trade without first assigning the Premises pursuant to clause 35;
- (e) a mortgagee takes possession of any property of the Lessee;
- (f) any execution or similar process is made against the Premises or the property of the Lessee;
- (g) the Lessee, being a natural person, commits an act of bankruptcy;
- (h) an application is made, a resolution is passed or a meeting is convened for the purpose of considering a resolution for the Lessee to be wound up unless the winding up is for the purpose of reconstruction or amalgamation;
- (i) a compromise or arrangement is made between the Lessee and its creditors;
- (j) a resolution is passed, or a meeting is convened for the purpose of considering a resolution for the Lessee to be placed under official management;
- (k) the Lessee admits in writing its inability to pay its debts;
- (l) an application is made to a court for an order summoning a meeting of any class of creditors of the Lessee;
- (m) an application is made or notice given or other procedure commenced for the dissolution or cancellation of the registration of the Lessee under the Corporations Act or any similar process;
- (n) an investigation is commenced under section 13 of the *Australian Securities and Investments Commission Act* to investigate the affairs of the Lessee;
- (o) the Lessee is in breach of an instrument other than this Lease giving the Lessee a right to occupy any part of the Premises or the Improvements;
- (p) distress is levied or a judgement, order, security or encumbrance is enforced against any property of the Lessee; or
- (q) a receiver or receiver and manager or controller as defined in the Corporations Act is appointed in respect of any part of the Lessee's property.

29. LESSOR MAY RETAKE POSSESSION

- 29.1 After an Event of Default has occurred and without any notice or demand, the Lessor may at any time enter the Premises and on re-entry the Term will immediately determine but without affecting any of the Lessor's Rights or releasing the Lessee from liability with respect to the Lessee's Covenants.
- 29.2 The costs of re-entry or repossession by the Lessor are to be borne by the Lessee.

30. EXERCISE OF LESSOR'S RIGHTS

- 30.1 The exercise by the Lessor of the Lessor's Rights will not be affected by demand for, or acceptance of the Money Payable by the Lessor after an Event of Default has occurred, and such demand or acceptance will not operate as an election by the Lessor either to exercise or not to exercise the Lessor's Rights.
- 30.2 If the Lessee fails to pay any Money Payable or does or fails to do any thing, the Lessor may without affecting any right, remedy or power arising from that default:
- (a) pay that Money Payable or do or cease the doing of that thing or both as if it were the Lessee; and
 - (b) enter and remain on the Premises for that purpose;
- and the Lessee must pay to the Lessor on demand the Lessor's cost of remedying each breach or default.
- 30.3 The Lessor may exercise the Lessor's Rights without proof of default by the Lessee or the continuance of that default, or notice being required other than is provided in this Lease, and notwithstanding laches, neglect or previous waiver by the Lessor in respect of any breach of the Lessee's Covenants or the exercise of the Lessor's Rights.

31. BREACH OF ESSENTIAL TERMS

- 31.1 Each of the Lessee's Covenants specified in clauses 5, 8, 11, 12, 13, 14, 21, 27 and 31 are essential terms of this Lease, except that this clause must not be construed to mean that there are no other essential terms in this Lease.
- 31.2 The Lessee must compensate the Lessor for any breach of an essential term and the Lessor is entitled to recover damages from the Lessee in respect of such breaches in addition to any other remedy or entitlement of the Lessor, including the right to determine the Term.
- 31.3 If the Term is determined:
- (a) for a breach of an essential term by the Lessor accepting a repudiation of this Lease by the Lessee; or
 - (b) after the Lessee's failure to comply with a notice to remedy any default;
- the Lessee must pay to the Lessor on demand:
- (c) the Rent and other Money Payable for the unexpired balance of the Term as if the Term had expired by the effluxion of time; and
 - (d) damages for damage suffered as a result of the early determination, including but not limited to all costs of reletting or attempting to re-let the Premises, less the rent and other money payable which the Lessor reasonably expects to recover by reletting the Premises for the period between the date of termination and the date on which the Term would have expired by effluxion of time, but the Lessor must take reasonable steps to mitigate its losses.

- 31.4 A certificate given to the Lessee by the Lessor of the amount of the Rent and Variable Outgoings under clause 31.3 will be conclusive as between the Parties except in the case of manifest error.
- 31.5 The Lessor's entitlement to recover damages under this clause is not prejudiced or limited by:
- (a) the Lessee abandoning or vacating the Premises;
 - (b) the Lessor electing to re-enter the Premises and determining the Term;
 - (c) the Lessor accepting the Lessee's repudiation of this Lease; and
 - (d) the parties' conduct constituting a surrender of the Term by operation of law.
- 31.6 The Lessor may without prejudice to any other remedy, sue the Lessee for any Money Payable which may from time to time become due and owing by the Lessee to the Lessor and in particular, the Lessor may:
- (a) sue for any instalments of Rent or Variable Outgoings as and when those instalments become due; and
 - (b) by a separate suit or suits sue for any further sum or sums which may be found to be due and owing by the Lessee to the Lessor on the completion of the calculations made at the end of each Lease Year;

and neither the institution of any suit nor the entering of judgement in any suit will bar the Lessor from bringing a separate or subsequent suit or suits for the balance of the Money Payable.

32. THE IMPROVEMENTS ON TERMINATION

- 32.1 Upon Termination of the Lease, the Improvements shall at the sole discretion and direction of the Lessor be removed by the Lessee and at the cost of the Lessee or alternatively shall be retained on the Premises and vested in the Lessor.
- 32.2 If the Lessee is directed by the Lessor to remove the Improvements upon Termination of the Lease and the Lessee fails to do so within TWO (2) months of the Termination date then the Lessor may remove the Improvements and recover the costs of removal from the Lessee as a debt due and payable.

33. YIELD UP AND SURRENDER KEYS

- 33.1 On Termination, the Lessee must peaceably surrender and yield up to the Lessor the Premises in a condition consistent with the observance and performance of the Lessee's Covenants and, if required by the Lessor, construct and/or reinstate a fence along the boundary of the Premises and the Lessee's adjoining property (at the Lessee's cost).

34. REMOVAL OF LESSEE'S FIXTURES

- 34.1 Prior to Termination, the Lessee must remove from the Premises, the Improvements and the Land all the Lessee's Fixtures and property of the

Lessee and any of the Lessor's Fixtures installed by the Lessee which the Lessor requires the Lessee to remove, and promptly make good to the satisfaction of the Lessor any damage caused by that removal.

- 34.2 On re-entry by the Lessor, the Lessor may remove any property of the Lessee left in or about the Premises and the Lessee must indemnify the Lessor against all damage caused by the removal of and the cost of storing that property.
- 34.3 At Termination, the Lessor may, with respect to any Lessee's Fixtures and property belonging to the Lessee not removed at Termination:
- (a) sell or dispose of such property at the Lessee's cost and offset any proceeds of sale after deduction of costs of sale against any unpaid Money Payable; or
 - (b) accept that such property is the absolute property of the Lessor and dispose of such property as the Lessor thinks fit.
- 34.4 In respect of any period until either the Lessor exercises an option under clause 34.3 above, or the damage caused by the removal of the Lessee's Fixtures or property is made good, whichever is the later, the Lessee must pay to the Lessor by way of damages an amount equal to the amount in respect of Rent and Variable Outgoings which would have been payable by the Lessee if the Lessee were holding over the Premises during that period.

35. ASSIGNMENT

- 35.1 The Lessee must not assign, mortgage or charge the leasehold estate in the Premises or any part of the Premises, nor sublet, part with possession or dispose of the Premises without the prior written consent of the Lessor and the Minister and except under this clause.
- 35.2 Sections 80 and 82 of the *Property Law Act 1969* are excluded.
- 35.3 If the Lessee is a corporation other than a public company within the meaning of the Corporations Act, any change in the beneficial ownership, issue or cancellation of shares in that corporation or any holding company of that corporation within the meaning of the Corporations Act will be deemed to be an assignment of the leasehold estate created by this Lease.
- 35.4 The Lessor may not unreasonably withhold its consent to an assignment of the leasehold estate created by this Lease if:
- (a) the proposed assignee is a respectable and responsible person of good financial standing, the onus of satisfying the Lessor of this fact being on the Lessee;
 - (b) all Money Payable then due or payable has been paid and there is no existing unremedied breach of the Lessee's Covenants;
 - (c) the Lessee procures the execution by the proposed assignee of a deed of assignment to which the Lessor is a party prepared and completed by the Lessor's solicitors at the cost of the Lessee in all respects;

- (d) the assignment contains a covenant by the assignee with the Lessor to pay all Money Payable and to perform and observe all the Lessee's Covenants;
- (e) if the proposed assignee is a corporation other than a public company within the meaning of the Corporations Act, the directors or substantial shareholders of that corporation guarantee to the Lessor the observance and performance by the assignee of the Lessee's Covenants including payment of all Money Payable;
- (f) the Lessee pays the Lessor's costs and expenses of and incidental to any enquiries made by or on behalf of the Lessor as to the respectability, responsibility and financial standing of each proposed assignee and all other matters relating to the proposed assignment, whether or not the assignment proceeds; and
- (g) the Lessee procures the execution by the proposed assignee of an acknowledgment that the proposed assignee has received a copy of the Lessor's estimated Variable Outgoings for the relevant Lease Year.

35.5 If the assignee is a corporation the shares in which are not quoted on any stock exchange in Australia, it will be a term of the Lessor's consent to the deed of assignment that the directors or the substantial shareholders, at the option of the Lessor, of that corporation guarantee to the Lessor the observance and performance by the assignee of the Lessee's Covenants including payment of all Money Payable.

35.6 The covenants and agreements on the part of any assignee will be supplementary to the Lessee's Covenants and will not in any way relieve or be deemed to relieve the Lessee from the Lessee's Covenants.

36. DESTRUCTION OR DAMAGE TO PREMISES

36.1 Definitions

In this clause 36:

- (a) **"Reinstatement Notice"** means a notice given by the Lessor to the Lessee that the Lessor requires the Lessee to diligently proceed within a reasonable time to carry out the Reinstatement Works; and
- (b) **"Reinstatement Works"** means the work necessary to:
 - (i) reinstate the Premises and the Improvements; or
 - (ii) make the Premises and the Improvements fit for occupation and use or accessible by the Lessee.

36.2 Abatement

- (a) If the Premises and the Improvements are damaged or destroyed so as to render any part of the Premises and the Improvements wholly or substantially:
 - (i) unfit for occupation and use by the Lessee and the general public; or

- (ii) inaccessible having regard to the nature and location of the Premises and the Improvements and the normal means of access to them;

AND in either case

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

then from the date that the Lessee notifies the Lessor of the damage or destruction ("**Damage Notice**"):

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

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

(b) If clause 36.2(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 Premises and the Improvements are:

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

36.3 Either Party May Terminate

If clause 36.2(a) applies, either party may terminate this Lease by notice to the other unless the Lessor within NINETY (90) calendar days of receiving the Damage Notice, gives the Lessee a Reinstatement Notice;

36.4 Lessee May Terminate

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

36.5 Exceptions

Clauses 36.2, 36.3 and 36.4 will not apply where:

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

36.6 Lessor may Terminate

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

36.7 Antecedent Breaches

No liability will attach to either party because of termination of this Lease under this clause 36 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.

36.8 Dispute Resolution

Any dispute arising out of the provisions of this clause 36 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.

36.9 Lessor Not Obligated to Reinstat

Nothing in this Lease obliges the Lessor to reinstate the Premises and the Improvements or the means of access to them.

36.10 Proceeds of Insurance

If the Premises and the Improvements are damaged or destroyed and the Lease is terminated under this clause 36, the insurance proceeds if any will be paid out to the party whose interest in the property was insured, and where the interest was jointly insured then apportioned according to the value of the insured property owned by the respective Parties.

36.11 Resumption of Premises

If the Premises or any part of the Premises is resumed by any authority so as to render the Premises inaccessible or substantially unfit for the occupation of the Lessee, this Lease may be terminated without compensation or other liability by either the Lessor or the Lessee 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.

37. OPTION OF RENEWAL

Deleted – Not Applicable

38. HOLDING OVER

If after Termination the Lessee continues in possession of the Premises, the Lessee shall be deemed to be holding over as a monthly Lessee at a rent equal to the greater of the Rent payable immediately before Termination reviewed by reference to the CPI or the Rent payable immediately before Termination, and shall be reviewed in the same manner on each anniversary of the date of Termination and the Lessee's right to remain in possession of the Premises shall be subject to the continued performance of the Lessee's Covenants and may be determined by either party giving the other party ONE (1) months' notice of termination.

39. CONSENTS

The Lessor may, unless this Lease otherwise provides, withhold consent to any matter requiring consent without specifying any reasons.

40. ACT BY AGENTS

40.1 All acts and things which the Lessor is required or empowered to do under this Lease may be done by the Lessor or the solicitor, agent, contractor or employee of the Lessor.

40.2 The Lessor may at any time and from time to time appoint a Managing Agent to manage the Premises and the Managing Agent will, unless the Lessor directs in writing otherwise, represent the Lessor in all matters relating to this Lease, and the Lessor's direction will prevail over the Managing Agent's to the extent of any inconsistency.

41. LESSEE LIABLE FOR AUTHORISED PERSONS

The Lessee is liable for the acts or omissions of Authorised Persons arising out of and in connection with the rights and obligations created by this Lease.

42. NOTICE

A notice, demand or consent given or made to any person under this Lease:

- (a) must be in writing;
- (b) may be served by:
 - (i) delivering it to that person personally; or
 - (ii) addressing it to that person and leaving it or posting it to:
 - (A) the address of that person appearing in this Lease;
 - (B) that person's usual or last known place of residence;
 - (C) that person's usual or last known place of business;
 - (D) where that person is a corporation, its registered office or principal place of business; or
 - (E) any other address nominated by that person by notice to the person giving the notice;

- (iii) sending a facsimile copy of the notice to the facsimile copier number nominated by that person by notice to the person giving the notice; and
- (c) will be deemed to be given or made:
- (i) in the case of personal delivery, when delivered;
 - (ii) in the case of service by leaving the notice at an address specified in paragraph (b), when left at that address unless the time of leaving a notice in the place in which it is left is not on a business day or is after 5 p.m. in the afternoon on a business day, when it will be deemed to be given or made on the next following business day in that place;
 - (iii) in the case of service by post, on the second business day following the date of posting; and
 - (iv) in the case of facsimile when despatched, unless the time of dispatch in the place to which it is sent is not a business day or is after 5 p.m. in the afternoon on a business day, when it will be deemed to be given or made on the next following business day in that place; and
- (d) may be signed:
- (i) if given by an individual, by the person giving the notice;
 - (ii) if given by a corporation, by a director, secretary or manager of that corporation; or
 - (iii) by a solicitor or other agent of the person giving the notice.

43. PROPER LAW

This Lease is governed by, and to be interpreted in accordance with, the laws of Western Australia and where applicable the laws of the Commonwealth of Australia.

44. SEVERANCE

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

45. WAIVERS

45.1 Failure to exercise or delay in exercising any right, power or privilege in this Lease by a party does not operate as a waiver of that right, power or privilege.

45.2 A single or partial exercise of any right, power or privilege does not preclude any other or further exercise of that right, power or privilege, or the exercise of any other right, power or privilege.

46. VARIATION

This Lease may be varied only by deed executed by the parties.

47. EFFECTIVE EXECUTION

This Lease is binding on each party who executes it notwithstanding the failure of any other person named as a party to execute it, and the avoidance or unenforceability of any part of this Lease.

48. FURTHER ASSURANCES

Each party must execute and do all acts and things necessary or desirable to implement and give full effect to the provisions and purpose of this Lease.

49. COUNTERPARTS

This Lease may be executed in any number of counterparts each of which is an original and all of which constitute one and the same instrument.

50. SURVIVAL OF WARRANTIES

A warranty given by a party in this Lease will not merge on the completion of the matters referred to, or contemplated by, this Lease, but will survive that completion even if any party has waived any right under this Lease, or failed to take proceedings for any breach.

51. 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.

52. PAYMENT OF MONEY

Any sum of money to be paid to the Lessor must be paid to the Lessor at the Address or as otherwise directed by the Lessor by notice from time to time and Money Payable accrues on a daily basis.

53. MORATORIUM NOT TO APPLY

A provision of a statute which would, but for this clause extend or postpone the date of payment of the Money Payable, reduce the Interest or abrogate, nullify, postpone or otherwise affect any provision under this Lease does not apply to limit or affect the terms of this Lease.

54. GOODS AND SERVICES TAX

54.1 Words or expressions used in this clause 54 which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this clause.

54.2 Any consideration to be paid or provided for a supply made under or in connection with this Lease unless specifically described in this Lease as "GST inclusive", does not include an amount on account of GST.

54.3 Despite any other provision in this Lease if a party ("**Supplier**") makes a supply under or in connection with this Lease on which GST is imposed (not being a supply the consideration for which is specifically described in this Lease as "GST inclusive"):

- (a) the consideration payable or to be provided for that supply under this Lease but for the application of this clause (“GST exclusive consideration”) is increased by, and the recipient of the supply (“**Recipient**”) must also pay to the Supplier, an amount equal to the GST payable on the supply (“**GST Amount**”); and
 - (b) the GST Amount must be paid to the Supplier by the Recipient without set off, deduction or requirement for demand, at the same time as the GST exclusive consideration is payable or to be provided.
- 54.4 If a payment to a party under this Lease is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party, or the representative member of a GST group of which that party is a member, is entitled for that loss, cost or expense.
- 54.5 The Recipient need not make a payment for a taxable supply made under or in connection with this Lease until the Supplier has given the Recipient a tax invoice for the supply to which the payment relates.
- 54.6 If an adjustment event occurs in relation to a taxable supply made under or in connection with this Lease then the consideration payable in respect of the supply shall also be adjusted as follows:
- (a) if the adjustment event gives rise to an increase in the GST payable by the Supplier in relation to the supply a payment equal to that increase will be made by the Recipient to the Supplier; and
 - (b) if the adjustment event gives rise to a decrease in the GST payable by the Supplier in relation to the supply payment equal to that decrease will be made by the Supplier to the Recipient.

Any payment that is required under this clause 54.6 will be made within FIVE (5) days of the issuing of an adjustment note or an amended tax invoice, as the case may be, by the Supplier. If the adjustment event gives rise to an adjustment, the Supplier must issue an adjustment note to the Recipient as soon as it becomes aware of the adjustment event.

55. SPECIAL CLAUSES

The special clauses set out in Schedule 2 and Schedule 3 (“**the Special Clauses**”) shall form part of this Lease and 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.

SCHEDULE ONE

1. **PREMISES**

Part of the Land coloured yellow on the Plan attached as Annexure A.

2. **LAND**

Lot 502 on Plan 64834 on Certificate of Title Volume LR3157 Folio 387

3. **COMMENCEMENT DATE**

1 April 2013

4. **TERM**

TEN (10) years.

5. **FURTHER TERM**

Not Applicable.

6. **RENT**

Until varied, the Rent is **DOLLAR AMOUNT (\$Amount)** plus GST and Variable Outgoings per annum, payable in advance from and including 1 April 2013 and thereafter on each anniversary of that date.

7. **CPI RENT REVIEW DATES & METHOD OF REVIEW**

1 April 2015 1 April 2017 1 April 2019 1 April 2021

8. **INTEREST**

TEN PERCENT (10%) per annum

9. **LESSOR'S FIXTURES**

Fencing and any other fixture or fitting in the Premises of which at law or by designation by the Lessor under this Lease, the Lessor is the owner, and any replacement of any item mentioned in this Item.

10. **AMOUNT OF PUBLIC RISK INSURANCE**

TWENTY MILLION DOLLARS (\$20,000,000.00)

11. **MANAGING AGENT**

Not applicable

12. **AUTHORISED USE**

Caravan park and camping ground, boat launching and mooring and other ancillary uses associated with the operation of a holiday park and consistent with the designated purpose for which the Land is reserved under section 41 of the *Land Administration Act 1997*.

SCHEDULE TWO

Special Clauses

1. Interpretation

- (a) These are the Special Clauses referred to in clause 56 of the Lease.
- (b) All words and expressions not defined in these Special Clauses but which are defined in clause 1 of the main body of the Lease, where used in these Special Conditions, shall have the same meanings respectively assigned to them for the purposes of these Special Conditions as apply in the main body of the Lease.

2. Development of Premises

2.1 Background information

- (a) At the Commencement Date the Premises is lawned, landscaped and serviced land used for camping and access to the water in conjunction with the tourist facility in adjoining Lot 2663 on Deposited Plan 187973.
- (b) The Lessee wishes to continue to use the Premises as an extension of a licensed caravan park and camping ground, and to provide for access to the water.
- (c) The Lessee has not been granted formal development approval and a building licence to carry out any development.

2.2 Acknowledgements

The Lessor acknowledges and accepts the Services previously installed by the Lessee on the Premises prior to the Commencement Date.

2.4 Lessee's Development Covenants

The Lessee must:

- (a) not construct or erect any permanent structures or fixtures (including the Developments) on the Premises which have not been previously approved in writing by the Lessor without:
 - (i) the prior written consent of the Lessor which consent may be granted or refused or granted subject to conditions at the absolute discretion of the Lessor EXCEPT THAT the Lessor shall not arbitrarily or unreasonably withhold its approval;
 - (ii) if applicable, the prior approval of any Relevant Authority; and
 - (iii) the prior written approval of the Lessor to a foreshore/rehabilitation management plan;
- (b) any development on the Premises must be for the following purposes only:
 - (i) caravan and camping facilities;

- (ii) services;
- (iii) a jetty or jetties;
- (iv) boat ramps;
- (v) traffic areas; and
- (vi) general landscaping,

(hereinafter referred to as “**Development**”);

(c) carry out and execute the construction, erection and/or installation of the Developments:

- (i) at the Lessee’s cost;
- (ii) in a safe and proper workmanlike manner and to the satisfaction of the Lessor, acting reasonably;
- (iii) using only good quality materials;
- (iv) in full compliance with:
 - A. the approvals of all Relevant Authorities and the Plans and Specifications; and
 - B. any direction, requirement order or requisition of any Relevant Authority in relation to the Developments.
- (v) by a qualified and competent contractor engaged by the Lessee (who has a public liability policy of not less than TWENTY MILLION DOLLARS (\$20,000,000.00) and appropriate contract construction risk, workers compensation and other usual insurances, which insurance must note the rights and interest of the Lessor and evidence of which must be provided to the Lessor);

(d) ensure that the Lessee and all its employees, agents, contractors and workmen employed in executing the construction, erection and/or installation of the Developments:

- (i) duly and punctually comply with the reasonable directions of the Lessor in relation to their conduct in and access to the Premises and when going to and from the Land and 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 Lessor or other Occupiers;

(e) if required by the Lessor, erect and maintain a fence around the Premises during the erection and completion of the Developments and ensure that such fence is sufficiently sound, high and secure to prevent entry upon the Premises by unauthorised persons and members of the public;

(f) clean up the Premises progressively during the construction and installation of the Developments and promptly remove from the Premises all rubbish and waste arising from such works; and

- (g) pay on demand to the Lessor:
 - (i) all the reasonable costs of the Lessor in connection with the Developments including the Lessor's administrative and other reasonable costs of giving consent and the fees of any architect or other consultant used by the Lessor in connection with the proposed Developments EXCEPT THAT such costs do not include any costs or expenses incurred by the Lessor or entitled to be recovered by the Lessor in its capacity as the local government charged with the responsibility of approving such Improvements; and
 - (ii) all costs and expenses incurred or arising as a consequence of any disruption caused by the Lessee or the Lessee's contractors on the Premises.
- (g) at all times comply with the requirements set out in an approved foreshore/rehabilitation management plan.

2.5 Low Impact

The Lessee acknowledges and agrees that all structures (including the Developments) which are erected, constructed, installed, brought or made by the Lessee on the Land must be low impact, low key and consistent with the maintenance of water quality and bank stabilisation of the Land, and must not restrict or impede the use, accessibility and enjoyment by patrons and the general public of the Land, or adversely affect the amenity of the Land.

2.6 Non-Approved Works

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

2.7 Access to the Premises

- (a) The Lessee is entitled to take possession of the Premises and to enter upon the Premises from and including the Commencement Date PROVIDED:
 - (i) the Lease has been executed by the Lessee and the Lessor; and
 - (ii) any conditions precedent have been satisfied.
- (b) For the avoidance of doubt, the Lessee is obliged to pay full Rent and the Lessee's Proportion of Variable Outgoings and all other money payable under the Lease from the Commencement Date regardless of whether the Lessee has commenced or completed the Developments or whether the Lessee can use the Premises in accordance with the Authorised Use.

- (c) Notwithstanding clause 2.7(a), should the Lessee commence construction, erection and/or installation of the Developments prior to the satisfaction of any conditions precedent, whether with or without the Lessor's prior consent, the Lessee does so at its own risk and shall have no claim against the Lessor in the event that any conditions precedent are not satisfied.

2.8 Lessee Responsible for Damage

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

2.9 Lessee's Insurance

- (a) Prior to the commencement of any development on the Premises, the Lessee must have:
 - (i) procured the insurance policies referred to in item 10 of Schedule 1; and
 - (ii) otherwise complied with the terms of clause 21 of the Lease in respect of those insurance policies.
- (b) For the avoidance of doubt and notwithstanding or limiting clause 21 or item 10 of Schedule 1 of the Lease, the Lessee must, prior to the commencement of any development on the Premises:
 - (i) insure against and ensure that all of its contractors engaged in carrying out the Lessee's Works, throughout the Lessee's Works Period insure against any liability, loss, claim or proceeding whatsoever arising by virtue of any Laws relating to workers' compensation or employer's liability, by any person employed in or about the execution of the Lessee's Works and shall also insure for the Lessee's and its contractors' common law liability to all such persons for such amount as shall be nominated by the Lessor; and
 - (ii) insure the Developments to their full reinstatement and replacement value against loss or damage by fire, storm, tempest, lightning, earthquake, water damage (including flood, sprinkler leakage and rain water) explosion and concussion from explosion, impact by animals, vehicles, aircraft, spacecraft or other aerial devices, articles dropped from aircraft, spacecraft or other aerial devices, riots strikes, civil commotion, malicious damage, fusion, accident, act of God and any other insurable risk nominated by the Lessor and shall include cover for the costs associated with the removal of debris, consultants' fees and such other losses and liabilities as the Lessor shall consider appropriate; and
 - (iii) apply all insurance moneys received in reinstating, rebuilding and repairing any damage incurred or suffered to the Developments;

- (b) For the avoidance of doubt:
 - (i) the insurance policies referred to in this clause 2.9 are in addition to the insurance policies the Lessee is required to hold and maintain pursuant to clause 21 and Item 10 of Schedule 1 of the Lease; and
 - (ii) the Lessee shall otherwise comply with the obligations in clause 21 of the Lease with respect to the insurance policies referred to in this clause 2.9, including but not limited to, supplying to the Lessor current details of all insurance effected in accordance with this clause 2.9.

2.10 Assumption of Risk by Lessee

The Parties expressly acknowledge and agree that:

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

2.12 Property in Works

Despite any rule of law or equity to the contrary, title to and ownership of the Developments shall vest in the Lessee unless and until a direction is made by the Lessor pursuant to clause 32 of the Lease.

2.13 Default

- (a) For the avoidance of doubt, a failure by the Lessee 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 Lessor, If the Lessor terminates this Lease pursuant to clause 29 on the grounds of a Development Default occurring:
- (i) the Lessee shall, unless otherwise directed by the Lessor pursuant to the Lessor's rights under clause 32 of the lease, within FOURTEEN (14) days from the date upon which the Lessor terminates the Lease remove from the Premises the Developments and make good the Premises to the satisfaction of the Lessor;
 - (ii) the termination of the Lease shall be without prejudice to the obligations of the Lessee to pay the Lessor any moneys which shall be due and owing as at the date on which the Lessor terminates the Lease; and
 - (iii) the Lessee shall pay to the Lessor on demand all costs and expenses incurred by the Lessor as a consequence of the Lessee's Development Default and in the exercise of the rights of the Lessor under this clause 2.13.
- (c) Should the Lessee not comply with its obligation under clause 2.13(b)(i) above the Lessor shall be at liberty to carry out all of the said obligations at the cost of the Lessee, which cost shall be recoverable on demand.

2.14 Indemnity

Without limiting the generality of clause 22 of the Lease, the Lessee indemnifies the Lessor and the Lessor's employees against all claims, demands, loss, damage, costs and expenses of every description which the Lessor may suffer or incur in connection with or arising directly or indirectly from the Lessee's entry upon and occupation of the Premises for the purpose of the Developments or the construction, erection and/or installation of the Developments (whether undertaken by the Lessee or the Lessor or any contractor on behalf of or at the direction of either the Lessee or the Lessor).

2.15 Definitions

For the purpose of this clause 2:

- (a) **"Developments Works Period"** means the period from which the constructions, erection and/or installation of the Developments commence until to the date they have been completed;
- (b) **"Laws"** means statutes, rules, regulations, proclamations, ordinances or by-laws present or future and includes applicable Australian Standards and Codes of Practice;
- (c) **"Plans and Specifications"** means all plans, specifications and working drawings in relation to the Developments as prepared by or on behalf of the Lessee and in the form approved by the Lessor and all Relevant Authorities;

- (d) **“Plant and Equipment”** means those things used, or work undertaken by the Lessee or its contractors to construct the Developments but which will not form part of the Developments;
- (e) **“Relevant Authority”** means any government, statutory, public or other authority or body having jurisdiction over the Premises or the Developments or any matter or thing relating to the Premises or the Developments;
- (f) **“Requirements”** means any requirements, notices, orders or directions of any Relevant Authority.

3. **Environmental Matters**

3.1 Lessee’s Environmental Covenants

The Lessee must:

- (a) comply with all Environmental Laws including, without limitation, obtaining all necessary permits, authorisations and approvals required for the Authorised Use;
- (b) take all practicable precautions to ensure that no Contamination of the Premises or the Environment in the vicinity of the Premises occurs;
- (c) not discharge into the environment any trade effluent, Hazardous Material or Waste, other than that which is authorised by the relevant Government Authority;
- (d) immediately notify the Lessor if:
 - (i) a Contamination Event occurs on the Premises; or
 - (ii) an Environmental Notice is served on the Lessee;
- (e) if a Contamination Event occurs and irrespective of whether an Environmental Notice has been served on the Lessee, promptly take all usual and reasonable actions at the Lessee’s own cost and in accordance with best industry practice for the Remediation of the Premises and any land in the vicinity of the Premises to a condition, as far as practicable, as if the Contamination Event had not occurred;
- (f) at the Lessee’s own cost, comply with every Environmental Notice issued in respect of, or arising from, the Lessee’s occupation or use of the Premises, whether the notice is served on the Lessor or the Lessee;
- (g) allow the Lessor and its employees and contractors:
 - (i) after receiving reasonable notice from the Lessor, access to the Premises to conduct environmental audits or inspections from time to time; and
 - (ii) immediate access to the Premises to conduct an inspection following a Contamination Event; and

- (h) pay the reasonable costs of any reputable environmental consultant appointed by the Lessor to undertake an inspection from time to time of the Premises to verify the Lessee's compliance with this clause 3.

3.2 Remediate Contamination

- (a) Without limiting the Lessee's obligation under clause 3.1(e), the Lessee must ensure that at the expiration of the Term it has Remediated any Contamination of the Premises or any land in the vicinity of the Premises caused by the Lessee, to the absolute satisfaction of the Lessor.
- (b) Subject to clause 3.2(e), not later than SIX (6) months before the expiration of the Term, the Lessee must arrange for a reputable environment consultant approved by the Lessor (whose approval must not be unreasonably withheld) to:
 - (i) carry out an investigation of Contamination at the Premises;
 - (ii) prepare a report with respect to any (if any) Contamination at the Premises; and
 - (iii) prepare a Remediation Notice (if applicable).
- (c) Subject to clause 3.2(d), the Lessee must promptly carry out all the works specified in the Remediation Notice to the satisfaction of the Lessor, and at the Lessee's sole cost.
- (d) The Lessee is under no obligation to carry out remedial works in respect of Contamination of the Premises shown to exist at the Commencement Date, except to the extent that the Lessee 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 Lessor prior to the expiration of the Term, the Lessor 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 Lessee's expense, and the Lessee will indemnify the Lessor under clause 3.3(a).
- (f) For the avoidance of doubt, this clause 3.2 is for the benefit of the Lessor and can only be waived by the Lessor.

3.3 Environmental Indemnity

- (a) Without limiting clause 22 of the Lease the Lessee indemnifies the Lessor and the Lessor's employees in respect of all claims, judgments, orders, costs (including legal costs on a full indemnity basis) and expenses for which the Lessor is or may become liable in respect of or arising from the Lessee's breach of any of the Lessee's Environmental Covenants.

- (b) Without limiting clause 3.3(a) above, in the event that the Lessee 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 Lessor shall be at liberty to carry out all of the said obligations at the cost of the Lessee, which cost shall be recoverable from the Lessee on demand.

3.4 Event of Default and Essential Term

For the avoidance of doubt, a failure by the Lessee 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 Premises involving:
- (i) any Contamination or likely Contamination of the Premises, or the Environment in the vicinity of the 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:
- (i) land, air and water;
 - (ii) any layer of the atmosphere;
 - (iii) any organic or inorganic matter and any living organism including humans;
 - (iv) human made or modified structures and areas;
 - (v) the aesthetic characteristics of the components of the earth, including appearance, sound, odour, taste and texture; and

- (vi) 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 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) **“Lessee’s Environmental Covenants”** means the Lessee’s obligations under clause 3.1, together and each of them separately;
- (i) **“Remediation”** includes the investigation, clean up, 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 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
- (l) A reference to “**Lessee**” also includes an Authorised Person.

4. **Conditions Precedent**

4.1 This Lease is subject to and expressly conditional upon:

- (a) the Lessor complying with the procedures set out in section 3.58 of the *Local Government Act 1995* relating to disposal of property (“**Local Government Condition**”); and
- (b) approval of the Minister pursuant to the Management Order and the *Land Administration Act 1997* (“**Minister Approval Condition**”).

4.2 The Parties covenant and agree that:

Best endeavours

- (i) where relevant, the Parties will each use their best endeavours to satisfy the above conditions precedent;

Local Government Condition

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

Minister Approval Condition

- (iii) the Lessee will bear all costs associated with satisfying the Minister Approval Condition

5. **Compliance with Acts**

The Lessor and the Lessee acknowledge that if in granting its consent to:

- (a) any assignment or sublease the Lessor has to first comply with or satisfy any obligations or requirements under any law, including section 18 of the *Land Administration Act 1997* and section 3.58 of the *Local Government Act 1995* (“**Assignment/Sublease Condition Precedent**”), then the Lessor’s consent

is made expressly conditional upon and subject to satisfaction of the Assignment/Sublease Condition Precedent; and

- (b) the development, construction, erection or installation of any structures or Developments on the Land, the Lessor has to first comply with or satisfy any obligations or requirements under any law, including the *Aboriginal Heritage Act 1972* (WA), then the Lessor's consent is made expressly conditional upon and subject to satisfaction of the provisions of the *Aboriginal Heritage Act 1972* (WA); and
- (c) the Lessee will bear the risk of any Aboriginal Heritage Claim in respect of or relating to the Premises and arising from and include the Commencement Date and will not make any claim against the Lessor in relation to any of those risks.

SCHEDULE THREE

Foreshore Licence

1. Definitions

(a) In this Schedule:

Authorised Person has the same meaning in this Schedule as it has in the balance of the Lease;

Foreshore Area means the strip of land depicted in red on the plan attached as Annexure A being part of Lot 502 on Plan 64834.

Licence means the Foreshore Licence created under this Schedule.

2. Operative Part

(a) In consideration of the Lessee entering into the Lease and observing the Lessee's Covenants, the Lessor grants the Lessee:

(i) a non-exclusive right to use the Foreshore Area for the Authorised Use; and

(ii) a right to erect a fence and gate the side boundary of the Premises and Foreshore Area subject to gates being open to allow public access during daylight hours,

for the Term commencing on the Commencement Date and on the terms and conditions of this Licence.

(b) The Lessee must at all reasonable times allow general public access to the Premises and Foreshore Area and accordingly may not permit any caravan sites or install any fence, gate or barricade within or around the Premises or Foreshore Area.

(c) This Licence continues for so long as the Lessee remains the Lessee under the Lease.

(d) This Licence does not confer upon the Lessee any estate or proprietary interest in any part of the Foreshore Area.

(e) The legal possession and control of the Foreshore Area remains vested in the Lessor.

3. Incorporation of Lease Clauses

The following clauses and/or schedules contained in the Lease shall be incorporated into this Licence as if they were set out herein in full except that any reference to Premises shall mean and be a reference to the Foreshore Area.

(a) Clause 11 Lessee to maintain Premises and Improvements

(b) Clause 12 Maintenance of Lessor's fixtures

(c) Clause 13 Use of the Premises

- (d) Clause 14 Miscellaneous Restrictions on Use
- (e) Clause 15 Inflammable Substances
- (f) Clause 16 Advertisements or Notices
- (g) Clause 18 Easements
- (h) Clause 20 Plant and Equipment Fixtures
- (i) Clause 21 Insurance
- (j) Clause 22 Lessee's Indemnities
- (k) Clause 24 Report to Lessee
- (l) Clause 26 Not to impede Exercise of Lessor's Rights
- (m) Clause 27 Compliance with Statutes
- (n) Clause 32 The Improvements on Termination
- (o) Clause 34 Removal of Lessee's Fixtures
- (p) Clause 39 Consents
- (q) Clause 40 Act by Agents
- (r) Clause 41 Lessee Liable for Authorised Persons
- (s) Clause 42 Notice
- (t) Clause 54 Goods and Services Tax
- (u) Schedule 2 Special Clauses

4. **Termination**

- (a) This Licence terminates when the Lease terminates unless this Licence terminates earlier under clause 4(b).
- (b) The Lessor is entitled to immediately terminate this Licence by notice to the Lessee if:
 - (i) the Lessee ceases to be the Lessee under the Lease;
 - (ii) the Lessee vacates the Premises it occupies under the Lease; or
 - (iii) the Lessee fails to observe the Lessee's Covenants or fails to comply in any other way with this Licence.

5. **No Assignment**

The Lessee must not assign, mortgage or charge the Lessee's rights under this Licence nor sub licence, part with possession or dispose of its rights in any way unless it is in conjunction with the assignment or subletting of the Premises leased by the Lease.



ANNEXURE A
Plan



The Shire of Wyndham East Kimberley does not warrant the accuracy of information in this publication and any person using or relying upon such information does so on the basis that DMS shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information.

Tuesday, 5 March 2013

1:2000



Rental Valuation Report

Opteon®

Australia's Property Advisors



Portion of Foreshore Reserve 41812 adjoining Lakeside Resort, Kununurra, WA 6743

Prepared For Shire of Wyndham East Kimberley

Valuation Date 26th March 2013

Date Report Issued 23rd April 2013

Our Reference 130508

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Value made visible

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Appendices

1. Instructions
2. Lakeside Resort Lease and License Plan

1.0 Instructions

Instructions have been received to undertake a rental valuation of the property as per the details below.

Instructing Party	Jennifer Ninnette - Senior Planning Officer, Shire of Wyndham East Kimberley
Property Address	Portion of Foreshore Reserve 41812 adjoining Lakeside Resort, Kununurra, WA 6743
Date of Instructions	15 th March 2013
Client / Authorised Party	Jennifer Ninnette - Senior Planning Officer, Shire of Wyndham East Kimberley
Valuation Purpose	To establish fair market rent for new lease.
Specific Instructions	Assessment of the Market Rental Value of the proposed ground lease area subject to the terms of the proposed (draft) lease.
Pecuniary Interest	We confirm that the valuer does not have any pecuniary interest that would conflict with the proper valuation of the property.
Documentation Provided	Information we have been provided with and relied upon in undertaking our valuation includes: <ul style="list-style-type: none"> • Proposed (draft) lease; • Lakeside Resort Lease and License Plan; • Lakeside Resort - Survey for Foreshore Lease; • Council Policy No. CP\HTH-3761, Licensing of Overflow site in Caravan Parks and Camping Grounds; • Signed quotation/written instructions.
Scope of Work	The scope of work undertaken by the valuer in completing the valuation has included: <ul style="list-style-type: none"> • Collation of information from relevant parties regarding the subject property; • Undertaking our own research regarding the subject property; • An inspection of the property and measurement of buildings where required; • Undertaking market research in terms of Market Rents of similar properties; • Preparation of valuation calculations; and • Preparation of this report.
Compliance	Our valuation has been prepared in accordance with the Australian Property Institute Practice Standards and Guidance Notes.

Full Disclosure Disclaimer	<i>Whilst we have attempted to confirm the veracity of information supplied, the scope of work did not extend to verification of all information supplied or due diligence. Our valuation and report has been prepared on the assumption the instructions and information supplied has been provided in good faith and contains a full disclosure of all information that is relevant. The valuer and valuation firm does not accept any responsibility or liability whatsoever in the event the valuer has been provided with insufficient, false or misleading information.</i>
Digital Copies of Reports	<i>Where a report has been provided in digital copy and has not been received directly via our firm, the report contents, especially the valuations and critical assumptions, should be verified by contacting the issuing office to ensure the contents are bona fide. In particular if the reader of this report has suspicions that the report appears to be tampered or altered then we recommend the reader contact the issuing office.</i>

2.0 Definitions

Market Rental Value	This valuation has been prepared on the basis of Market Rental Value as defined by the International Valuation Standards Committee (IVSC), and endorsed by the Australian Property Institute: <i>“The estimated amount for which premises should rent, as at the relevant date, between a willing lessor and a willing lessee in an arm’s length transaction, wherein the parties had each acted knowledgeably, prudently and without compulsion, and having regard to the usual terms and conditions for leases of similar premises.”</i>
Rental Value Under Lease	Our valuation has been assessed pursuant to the definitions and terms of the lease.
Face Rent	<i>“The rent shown on a lease document which may include incentives.”</i>
Effective Rent	<i>“The actual liability for rent after adjustments for any incentives and costs to the face rent are taken into account.”</i>

3.0 Basis of Valuation

Basis of Valuation	Our valuation has been prepared subject to the proposed lease terms and conditions.
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4.0 Date of Valuation

Valuation Date	23 rd April 2013
Date of Inspection	26 th March 2013
Market Change	Due to possible changes in market forces and circumstances in relation to the subject property the report can only be regarded as representing our opinion of the value of the property as at the Date of Valuation.
Currency of Valuation	Three months from the date of issue of the valuation, or such earlier date if you become aware of any factors that have any effect on the valuation.

Market Change Disclaimer	<i>This valuation is current as at the Date of Valuation only. The value assessed herein may change significantly and unexpectedly over a relatively short period (including as a result of general market movements or factors specific to the particular property). We do not accept liability for losses arising from such subsequent changes in value. Without limiting the generality of the above comment, we do not assume any responsibility or accept any liability where this valuation is relied upon after the expiration of three months from the date of the valuation, or such earlier date if you become aware of any factors that have any effect on the valuation. We recommend the valuation be reviewed at regular intervals.</i>
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6.0 Land Description

6.1 Dimensions

Shape	Irregular - see aerial photograph
Primary Street	Casuarina Way
Primary Frontage	Foreshore estimated approximately 300m to the west (prime) and approximately 260m to the north (partly secondary).

6.2 Site Area

Site Area	<ul style="list-style-type: none">Lease area approximately 1.6 hectares;License area approximately 6,500 sqm.
Source of Site Area	The above mentioned site areas area advised by the Shire of Wyndham East Kimberley and should be confirmed by survey should this be considered necessary.

Site Area Disclaimer

In the event the actual surveyed land area of the property is different to the area adopted in this valuation the survey should be referred to the valuer for comment on any valuation implications.

7.0 Planning

7.1 Local Planning

Local Government Authority	Shire of Wyndham East Kimberley
Current Town Planning Scheme	Town Planning Scheme No. 7
Current Zoning	"Special Foreshore"
Zoning Effect	While the Town Planning Scheme maps indicate that the land is zoned "Special Foreshore" there is no mention of permitted uses or other of "Special Foreshore" within the scheme text. It is generally regarded that the "Special Foreshore" areas area designated for conservation and in some instances public open space. Development and use of the subject land is guided by the advice of the Shire and the draft lease - refer to lease details (Section 10.0).

Planning (Cont'd)

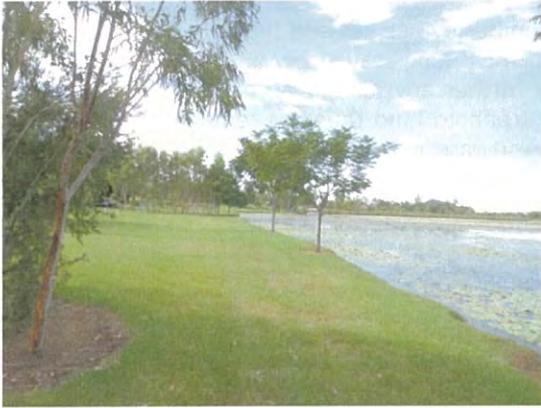
Accommodation License	Shire of Wyndham East Kimberley has advised that the Lakeside Resort Caravan Park is Licensed for 8 long stay sites, 52 short stay sites and 10 overflow sites. They further advise that an estimated 14 of these sites are located on the freehold land thus the remaining 56 sites are on the Foreshore Reserve (Lease and licence area). Only unpowered sites are permitted on the Foreshore License area, additional sites may be licensed following the development of additional ablutions.
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Planning Disclaimer	<i>Town planning and zoning information was informally obtained from the relevant local and State Government authorities. This information does not constitute a formal zoning certificate. Should the addressee require formal confirmation of planning issues then we recommend written application be made to the relevant authorities to obtain appropriate current zoning certificates.</i>
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8.0 Improvements

Improvements to the site are limited to general site infrastructure including reticulated power sites and reticulated water outlets together with garden/lawn reticulation, driveways and general associated landscaping. All improvements on the subject land are owned by the Lessee.

9.0 Photography



10.0 Occupancy & Lease Details

Lease Status	We confirm having been provided with a draft copy of the Lease.
Lease Execution Assumption	This valuation is based on the assumption that the proposed lease Agreement outlined below is signed and executed. If the proposed lease terms and conditions are altered or differ to that detailed in this report this may have a material impact on the valuation and accordingly the lease terms and conditions must be confirmed prior to relying on this valuation. The executed lease agreements should be referred to the valuer for sighting to confirm that the particulars of the document concur with those set out in this report.

10.1 Lease Summary

Lessee	Ingle Pty Ltd
Demised Premises	Part of the land coloured yellow on the plan attached as Annexure A (Annexed to report - Lakeside Resort Lease and License Plan).
Commencement Date	1 st April 2013
Initial Term	10 years
Options	Not applicable
Expiry Date	31 st March 2023
Commencement Rent	To be determined
Rental Reviews	Reviewed by CPI every second anniversary of the commencement date.
Net or Gross	Net
Outgoings	Lessee is responsible for all statutory and variable outgoings relating to the land.
Authorised Use	Camping, boat launching and mooring and other ancillary uses associated with the operation of a holiday park and consistent with the designated proposed for which the Land is reserved under Section 41 of the Land Administration Act 1997
Special Conditions	<p>Development may be permitted on the land at Council's discretion. Development must be for the following purposes only:</p> <ol style="list-style-type: none"> 1. Caravan and camping facilities; 2. Services; 3. A jetty or jetties; 4. Boat ramps; 5. Traffic areas; and 6. General landscaping. <p>Schedule 3 of the lease details the Foreshore License. Essentially the Foreshore License permits a non exclusive right to use the Foreshore for the authorised use under similar terms and conditions as the lease however we note that development on the Foreshore area is not permitted and the lessee must at all reasonable times allow general public access to the premises the Foreshore area.</p>

11.0 General Comments

The subject property has a prime location being on the foreshore of Lake Kununurra providing for an aesthetically pleasing boating and ancillary use area. The land has extensive water views along its western frontage as well as some water frontage and vegetation along its northern frontage.

The current number of ablutions permits approximately 56 sites within the Lease and Licence area with an additional 14 on the adjoining freehold. Further sites may be permitted if there were additional ablutions to service them. Development of additional ablutions may be permitted however must be done so as per the development guidelines within the lease.

Although the lease stipulates that public access must be maintained we find that in practicality the primary user of the Land is the Lessee and that very few public actually use the land.

12.0 Leasing Analysis

12.1 Market

Leaseability	Suited only to the proposed lessee due to its natural extension of the freehold land adjoining.
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13.0 Leasing Market Commentary

There is only a limited market for this type of property. Caravan Park ground leases are typically made on a case by case basis and there are very few recent new lettings of caravan parks (particularly ground rents).

Therefore, we have collected as much available evidence as possible. Typically these leases have been well established. The rents for underlying land appear to be adopted by either a rate per sqm, rate per site or % of turnover basis.

Given that we are not privy to the accounts of the subject business, we have had little regard to this basis and focused on adopting a rate per sqm rental rate.

14.0 Market Evidence

Information Availability

In preparing this valuation the valuer has researched market evidence from various sources. While we believe the information to be accurate, not all details have been formally verified. Due to privacy laws, confidentiality agreements and other circumstances beyond our control, the valuer may not have had access to:

- Personal details of parties involved in transactions and is therefore unable to confirm whether such dealings are arm's length transactions;
- Information on recent transactions which are yet to become public knowledge; and
- Copies of leases/contracts to confirm rents/prices and to ascertain whether or not rents/prices are inclusive or exclusive of GST.

Additional Information

In the event additional information becomes available regarding these circumstances this may affect the opinion expressed by the valuer. Nevertheless the valuation is based on information and market evidence reasonably available to the valuer as at the date of the valuation in accordance with usual valuation practices.

14.1 Rental Evidence

In forming our opinion of the Market Rental Value of the subject property, we have had regard to various lease transactions a selection of which are detailed below:

Address:	Term & Options:	Total Rent Per annum:	Date Rent Set:	Land Area:	Overall Rate:	Comments:
Denmark Rivermouth Caravan Park	21 years plus 0 years	\$42,000 net	March 2012	3.522 hectares	\$1.16 per m ² \$323 per site	Comprises a prominent location with frontage to both Denmark River and Wilson Inlet. Rent set to market at 2012. Comprises an established caravan park. Licensed for a total of approximately 130 sites excluding 20 overflow sites. Ground rent only, % of turnover is unknown.
Peaceful Bay Caravan Park, Shire of Denmark	unknown	\$14,570 net	As at August 2012	6.8679 hectares	\$0.21 per m ² \$122 per site	Comprises a caravan park some 50km from the town of Denmark. The park has a lower rent due to its remote location. The park is licensed for some 119 sites excluding 20 overflow sites. Ground rent only, % of turnover unknown.
Emu Beach Holiday Park, Albany	30 years plus 0 years	\$66,623.31	As at January 2012	4.238 hectares	\$1.57 per m ² \$376 per site	Rent appears to have been inflated by CPI since its inception in March 2009 at \$63,600 per annum net. Comprises a water front location fronting King George Sound in Albany. A well appointed site though improvements excluded from lease. The premise is licensed for 177 sites excluding overflow sites. Ground rent only, % of turnover unknown.

Market Evidence (Cont'd)

Address:	Term & Options:	Total Rent Per annum:	Date Rent Set:	Land Area:	Overall Rate:	Comments:
Middleton Beach Holiday Park, Albany	21 years plus 0 years	\$33,850 net	Early 2010	2.056 hectares	\$1.50 per m ² \$352 per site	Comprises an established caravan park along Albany's Middleton Beach and fronting the beach. The land is leased by the City of Albany to the lessee excluding improvements. The premise is licensed for 96 sites excluding overflow sites. Ground rent only, % of turnover unknown.
Ningaloo Caravan and Holiday Resort	40 years start Feb 1998	\$140,000 Ex GST	1 st February 2010	9.5375 hectares	\$1.47 m ² , \$383 site, 7.31% of turnover and 21% of adjusted NOP after rent	Comprises a large remote caravan park with 26 cabins, 27 long stay sites, 262 short stay sites, 40 camp sites and 10 unpowered sites. Total 365 sites. Rent set by mutual agreement every 4 years.
Esperance Sea Front Caravan Park	7 years plus 2 x 7 years	\$146,306.35 net INCL. (\$133,006 Excl.)	1 st July 2011 (CPI)	4.1859 hectares	\$3.18 per m ² \$756 per site	Comprises a significant portion of the Esperance Caravan Park. The land is improved in the main with a residence, 4 ablution blocks, camp kitchen and shop/office together with typical ancillary improvements. We understand that the Park has some 176 licensed sites. Approximately 11.2% of accommodation sales and 32% of adjusted NOP after rent.
Kona Lakeside Tourist Bay, Lake View Drive, Kununurra	Unknown	\$180,000	May 2006	2.5338ha	\$7.10m ² , \$1,241 per site, and 19.89% of T/O	Prior to exercising an option to purchase the current owners previously leased the property privately from the previous owner/vendor. The initial rental which was set in May 2006 was for the amount of \$180,000 per annum plus outgoings and GST. Substantially improved the property is licensed for 145 sites including powered, unpowered and 10 overflow sites; improvements include, 15 park homes/cabins, 2 relatively modern ablution blocks, shop/reception, manager's dwelling and swimming pool. As at the date of when the rental was agreed the gross income for the property was in the order of \$905,000. The rental reflects approximately 20% of turnover.

Market Evidence (Cont'd)

Address:	Term & Options:	Total Rent Per annum:	Date Rent Set:	Land Area:	Overall Rate:	Comments:
Rose Gardens Beachside Holiday Park, 41-51 Mermaid Avenue, Emu Point, (near Albany) W.A.	50 years + 30 years	\$68,250 + GST	Aug 2012	4.8449 ha	\$1.41m ² , \$292 per site, and 7.6% of T/O	Council owned Park with long lease, rent considered to be ground rent. Rent reviewed annually to CPI but is reviewed every 5 years to 25% of GRV. Last reviewed by this method in 2012. New rent reflects approximately 7.6% of turnover, 11.6% of adjusted NOP after rent, 1.41sqm of land area and \$292 per site including 209 caravan and camping sites, manager's quarters, staff quarters, 7 cabins, 15 chalets and a villa.
Coalmine Beach Holiday Park, Walpole, W.A.	20 years +9 years +12 years start 1993	\$68,969 + GST	As at 2012	Unknown	10% of T/O, and \$675 per site.	Rent set annually at end of financial year by reviewing to 10% of accommodation takings. Park comprises 88 powered sites and 14 unpowered sites. Analysis shows rent reflects approximately 20% of adjusted NOP after rent.

In addition to the above we have had discussions with eastern states valuers who have advised that smaller and less improved caravan parks are achieving rents equal to 14% to 15% of income.

15.0 Valuation Methodology

15.1 Adopted Valuation Method

The most appropriate method of valuation for a property of this nature is by market comparison whereby the subject property is compared with rentals of comparable properties and adjustments made for points of difference. We have primarily had regard to those ground rents on a rate per sqm basis.

15.2 Valuation Calculations

Our valuation calculations are summarised as follows:

Direct Comparison Valuation Method (rate psm land area)		Market Value
Lease Area	16,000 sqm @ \$1.40 psm	\$22,400
License Area	6,500 sqm @ \$0.50 psm	\$3,250
Adopt, Total Market Value:		\$25,750
Adopted value equates to rate per sqm of lease area		\$1.61 psm
Adopted value equates to rate per sqm of lease and license area		\$1.14 psm

15.3 Conclusion

Having regard to the above calculations, and after taking into account both the positive and negative attributes of the property, from an objective and unbiased, yet balanced point of view, we are of the opinion that the Market Rental Value of the property is \$25,750 per annum

Variance in Market Value Due to the unique characteristics of the property and limited amount of available, confirmed, comparable market evidence we advise that there is likely to be a greater degree of variation in the price prospective purchasers may offer to pay for the property. This volatility is likewise demonstrated within our valuation calculations which show a comparatively higher degree of variation of possible values.

16.0 Goods & Services Tax

Treatment of GST All amounts and values expressed in this report are exclusive of GST unless otherwise specified.

17.0 Rental Valuation

17.1 Market Rental Value - Vacant Possession

We are of the opinion that the Market Net Rental Value of the property with vacant possession, as at 23rd April, 2013 subject to the comments in this report, is:

\$25,750 per annum

Notwithstanding our Market Rental valuation, there is a degree of volatility in rents in the property market due to the particular circumstances of tenants and owners. Having regard to these conditions we consider an appropriate range of rental value for the premises to be between \$24,000 and \$27,500 pa.

Inspecting Valuer



BENJAMIN FARQUHAR B.COM
AAPI Certified Practising Valuer
Licensed Valuer 44320
In the State of Western Australia

Important

This valuation is subject to the definitions, qualifications and disclaimers and other comments contained within this report.

18.0 Assumptions, Qualifications and Disclaimers

Third Party Disclaimer	<i>This report has been prepared for the private and confidential use of our client, Shire of Wyndham East Kimberley for the specified purpose. It should not be reproduced in whole or part without the express written authority of Opteon (North West WA) Pty Ltd or relied upon by any other party for any purpose and the valuer shall not have any liability to any party who does so. Our warning is registered here, that any party, other than those specifically named in this paragraph should obtain their own valuation before acting in any way in respect of the subject property.</i>
Full Disclosure Disclaimer	<i>Whilst we have attempted to confirm the veracity of information supplied, the scope of work did not extend to verification of all information supplied or due diligence. Our valuation and report has been prepared on the assumption the instructions and information supplied has been provided in good faith and contains a full disclosure of all information that is relevant. The valuer and valuation firm does not accept any responsibility or liability whatsoever in the event the valuer has been provided with insufficient, false or misleading information.</i>
Digital Copies of Reports	<i>Where a report has been provided in digital copy and has not been received directly via our firm, the report contents, especially the valuations and critical assumptions, should be verified by contacting the issuing office to ensure the contents are bona fide. In particular if the reader of this report has suspicions that the report appears to be tampered or altered then we recommend the reader contact the issuing office.</i>

Assumptions, Qualifications and Disclaimers (Cont'd)

Reliance on Whole Report	<i>This valuation should be read in its entirety, inclusive of any summary and annexures. The valuer and valuation firm does not accept any responsibility where part of this report has been relied upon without reference to the full context of the valuation report.</i>
Publication of Report	<i>The publication of the valuation or report in whole or any part, or any reference thereto, or the names and professional affiliations of the valuers is prohibited without the prior written approval of the valuer as to the form and context in which it is to appear.</i>
Market Change Disclaimer	<i>This valuation is current as at the Date of Valuation only. The value assessed herein may change significantly and unexpectedly over a relatively short period (including as a result of general market movements or factors specific to the particular property). We do not accept liability for losses arising from such subsequent changes in value. Without limiting the generality of the above comment, we do not assume any responsibility or accept any liability where this valuation is relied upon after the expiration of three (3) months from the date of the valuation, or such earlier date if you become aware of any factors that have any effect on the valuation. We recommend the valuation be reviewed at regular intervals.</i>
Land and Building Area Disclaimer	<i>In the event actual surveyed areas of the property are different to the areas adopted in this valuation the survey should be referred to the valuer for comment on any valuation implications. We reserve the right to amend our valuation in the event that a formal survey of areas differs from those detailed in this report.</i>
Planning Disclaimer	<i>Town planning and zoning information was informally obtained from the relevant local and State Government authorities. This information does not constitute a formal zoning certificate. Should the addressee require formal confirmation of planning issues then we recommend written application be made to the relevant authorities to obtain appropriate current zoning certificates.</i>
Heritage Disclaimer	<i>Heritage information was informally obtained from the relevant local, State and Federal authorities. Should the addressee require formal confirmation of the heritage status then we recommend written application be made to the relevant authorities.</i>
Building Services Assumption	<i>No documentation or certification has been sighted to verify the condition of Generally building services, and we have assumed that building services are operational and satisfactorily maintained.</i>
Condition/Structural Disclaimer	<i>This report is not a condition or structural survey and no advice is given in any way relating to condition or structural matters in the capacity of an expert. A condition or structural report on the building and/or its plant and equipment has not been sighted, and nor have we inspected unexposed or inaccessible portions of the premises. Therefore we cannot comment on the structural integrity, any defects, rot or infestation of the improvements, any use of asbestos or other materials now considered hazardous or areas of non-compliance with the Building Code of Australia, other than matters which are obvious and which are noted within this report.</i>
Environmental Disclaimer	<i>This report is not an environmental audit and no advice is given in any way relating to environmental matters. Any comments given as to environmental factors in relation to the property are not given in the capacity as an expert. This assessment of value is on basis that the property is free of contamination. In the event the property is found to contain contamination the matter should be referred to this office for comment. Given contamination issues can have a significant impact on the Market Value of the property, we reserve the right to review and if necessary vary our valuation if any contamination or other environmental hazard is found to exist.</i>

Assumptions, Qualifications and Disclaimers (Cont'd)

<p>Leases and Lease Rental</p>	<p><i>This valuation is based on the assumption that the lease agreement(s) (including any proposed leases) outlined previously are signed and executed. This valuation is also made on the basis that the tenants are paying rent in accordance with the lease agreements and no rental subsidies, rent free periods or the like have been offered by the lessor.</i></p>
<p>Information Availability (Market Evidence)</p>	<p><i>In preparing this valuation the valuer has researched market evidence from various sources. While we believe the information to be accurate, not all details have been formally verified. Due to privacy laws, confidentiality agreements and other circumstances beyond our control, the valuer may not have had access to: Personal details of parties involved in transactions and is therefore unable to confirm whether such dealings are arm's length transactions; Information on recent transactions which are yet to become public knowledge; Copies of leases/contracts to confirm rents/prices and to ascertain whether or not rents/prices are inclusive or exclusive of GST. In the event additional market evidence information becomes available regarding these circumstances this may affect the opinion expressed by the valuer. Nevertheless the valuation is based on information and market evidence reasonably available to the valuer as at the date of the valuation in accordance with usual valuation practices.</i></p>

Opteon.

Australia's Property Advisors

15 March 2013

Jennifer Ninnette
 Senior Planning Officer
 Shire of Wyndham/East Kimberley
 By email: Jennifer.Ninnette@swek.wa.gov.au

Dear Jennifer,

RE: PORTION OF FORESHORE RESERVE 41812,
 KUNUNURRA, WA
 MATTER: RENTAL VALUATION

Thank you for the opportunity to provide you with a quote for independent property advice for the above property. Detailed below is our understanding of your requirements and our quote:

Our Client:	Jennifer Ninnette - Senior Planning Officer, Shire of Wyndham/East Kimberley
Purpose/Scope:	To establish market rent for new lease and should not be relied upon for any other purpose.
Reporting Format:	Rental Valuation Report Our valuation will be prepared in accordance with applicable Australian Property Institute (API) Professional Practice Standards and Guidance Notes will be subject to disclaimers and qualifications where appropriate/necessary.
Delivery of Report:	By email

Opteon (North West WA)
 ABN 26088064724
 Unit 5/2A MacPherson Street (Cnr. Coghlan Street)
 PO Box 5454, Cable Beach, WA 6726
 T 08 9192 3930
 F 08 9192 3931
 E kimberley.info@opteonproperty.com.au
 W opteonproperty.com.au

Value made visible

Required Information:	<p>If you have any information about the property or information which is relevant to the purpose of this advice please supply this information to us, preferably by email.</p> <p>In order to complete our advice we envisage the following information may be required:</p> <ol style="list-style-type: none"> 1. copies of any current or proposed leases; 2. details of the existence of any secrecy clauses, agreements or incentives offered to tenants, if relevant; 3. building plans, if available; 4. any consolidated profit and loss statements for the business for the past 2-5 years; 5. any other relevant information.
Professional Fees:	\$1,650.00 inclusive of GST
Payment of Fees:	Payment required within 7 days of receipt of invoice.
Terms of Engagement:	<p>Valuations do not constitute advice on legal, investment, surveying, structural or environmental matters. We recommend you seek advice from experts in other fields should this be considered necessary or if you have concerns in relation to particular matters.</p> <p>Please be advised that you are instructing us to provide our independent opinion of the value of the property. The valuation will be based on information provided to us and market evidence available as at the date of valuation. If you disagree with our valuation we are happy to discuss the matter with you but our professional fees will remain payable. In the event erroneous or subsequent information is provided which may alter our opinion we reserve the right to review our valuation and additional fees may apply.</p> <p>Unless otherwise negotiated, our engagement is on a non-exclusive basis and we retain ownership of our valuation and advice. We reserve the right to provide advice to other future clients in relation to the property. We will not disclose any advice given to you and agree to retain such information in confidence.</p> <p>Values may change (including as a result of general market movements or factors specific to the particular property) and therefore we recommend you obtain regular valuation advice.</p>
Limit of Liability:	<p>To the extent permitted by law, our professional liability shall be limited to whichever is the lower of:</p> <ol style="list-style-type: none"> i. the amount of our professional indemnity insurance cover; or ii. 10% of the value of the value of the property (per our valuation);
Date of Completion:	At this stage we envisage completing the valuation in 15 working days however this may be dependant upon workloads. If we are unable to meet this timeframe or experience delays in completing the valuation we will contact you.

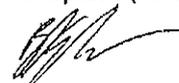
Thank you again for the opportunity to provide you with a quote and we look forward to being of service to you. Please confirm with us that you would like us to proceed.

PLEASE COMPLETE THE FOLLOWING DETAILS

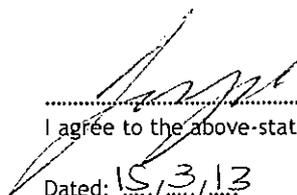
1. Your preferred contact phone number:	9168 4176
2. Fax no/email for report/invoice:	Jennifer.Ninyette@swek.wa.gov.au
3. Contact name and phone number to arrange property inspection time:	Laurie McKenzie 0418 921 065

Should you have any queries regarding this quote please do not hesitate to contact the undersigned.

For Opteon (North West WA) Pty Ltd



BENJAMIN FARQUHAR B.COM
AAPI - Certified Practising Valuer
Licensed Valuer 44320
In the State of Western Australia



I agree to the above-stated terms (signed)

Dated: 15/3/13



The Shire of Wyndham East Kimberley does not warrant the accuracy of information in this publication and any person using or relying upon such information does so on the basis that DMS shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information.

Tuesday, 5 March 2013

1:2000



Shire of Wyndham East Kimberley,

Att Nick Kearns / Jennifer Ninoyette

24th April 2013.

Thank you for the lease valuation document that we wish to comment on as follows. Foremost it should be noted the use of the lease area is limited to 2 to 3 months of the year.

Section 5 Location map, The separation line between the lease area and the licenced area, at the NE point of the location map needs to extend at a continuous 10m separation from the lake edge to a point at least to the boundary fence line if not to the road reserve. Provision for security to the hire boat wharf, to protect the boats from illegal boarding.

Section 6.2 site area It should be noted 40.6% of the total area, being the licenced area, is restricted for commercial use limiting the financial return to zero for this portion of the land.

Section 7.1 Local planning Face to face discussions have made note of the approval subject to planning approval for removable buildings within the lease area. This comment needs to be in writing within the lease document.

Section 8 improvements Overlooks the capital expenditure of between \$80,000 and \$100,000 plus a two year development period to convert the foreshore area from a low lying marsh area with cumbungi some 50 meters into the lake to the area now deemed suitable for public access.

Section 9 Photography depicts and illustrates the comment above in section 8.

Section 10.1 Lease summary Item 4 needs to read 21 years as agreed. item 6 needs to read 31st March 2013. Item 10 outgoings Mr Peter Stubbs has previously advised rates and taxes have been included in our current rate notice. Item 12 Special conditions needs to add 7 removable park homes and ablution block subject to planning approval.

Section 15 Valuation Methodology.

Lease area	16,000	@\$1.40 psm	\$22400.00
Licensed area	6500	@\$0.50 psm	\$ 3,250.00
	Total		\$25650.00

We believe the following deductions should apply to the above figure

As there is no commercial value in the licenced area we believe this should be deducted \$3,250.00

Capital expenditure of \$100,000 div by 21 yrs to present the foreshore as useable deduct \$4761.00

Licensed area only, Mowing, cumbungi control, reticulation , landscaping etc p.a.deduct \$10,000.00

We believe the residual Value of \$7639.00 to be a fair cost p.a. CPI adjusted Bi-annually

12.4.2 Development Application for Proposed Extension to Caretakers Residence – Lot 2 Konkerberry Drive, Kununurra

DATE:	28 May 2013
PROPONENT:	Jim Bailey
LOCATION:	Lot 2 Konkerberry Drive, Kununurra
AUTHOR:	Elle Davidson, Planning Officer
REPORTING OFFICER:	Nick Kearns, Director Community Development
FILE NO:	A1656P

PURPOSE

For Council to consider a development application for an extension to a caretakers residence at Lot 2 Konkerberry Drive, Kununurra.

BACKGROUND

An application for planning approval was lodged on 19 March 2013 by Jim Bailey for the development of an extension to the caretaker's residence at Lot 2 Konkerberry Drive, Kununurra.

The property is located in the Mixed Business precinct in Kununurra and has an area of 2,547 m². Development in the surrounding area is generally for the purpose of Light Industrial activities and some properties feature caretakers residences that exceed prescribed floor area limitations.

The property contains a shed for the operations of TNT freight and courier services and an existing caretakers dwelling. The previous approval for the existing caretakers residence cannot be located.

Proposal

The applicant proposes to extend the existing caretakers by 72m² and construct a new outdoor living area totalling 42m². The new additions will feature a kitchen, dining, seating area and outdoor living. It is also proposed to upgrade the existing septic system (see Attachment 1 for further details). The resultant floor area of the Caretaker Dwelling will be 247m².

STATUTORY IMPLICATIONS

The land at Lot 2 Konkerberry Drive, Kununurra is zoned Mixed Business under TPS 7. A Caretakers Dwelling is an 'IP' use in the zone, meaning that the use is not permitted unless it is incidental to the predominant use of the land.

No development Standards are relevant to a Caretaker Dwelling as it is an incidental use. Other development standards within the R-Codes would apply if the use was for the predominant use of a Single Dwelling, which hasn't been applied for and which is prohibited in the zone.

The objectives of the Mixed Business Zone are:

- (a) *To encourage the establishment of predominantly showrooms related to manufacturing on-site and service industry and/or service trades centres.*

- (b) *To only permit the establishment of a caretakers dwelling if such dwelling is considered necessary by Council for operational and security purposes of the business already established on-site*

The Shire applies Local Planning Policy 6 (LPP6) – Caretaker's Dwellings in Light Industrial areas to all applications for caretakers dwellings. It stipulates that a Caretakers Dwellings must do not exceed 100m².

Clause 11.3 of the Scheme provides guidance with respect to determining applications – principally with regard to orderly and proper planning and the preservation of the amenities of the locality.

POLICY IMPLICATIONS

The proposal if approved may have policy implications.

FINANCIAL IMPLICATIONS

The applicant has paid all applicable fees.

STRATEGIC IMPLICATIONS

The Kununurra Strategic Directions (KSD) report states that redevelopment of the Mixed Business area would provide opportunities for Medium Density development.

COMMUNITY CONSULTATION

Community consultation is not required in relation to this item.

COMMENT

Approval of the proposal is considered to be contrary to the objectives of the zone. The proposal would not encourage the establishment of predominantly showrooms related to manufacturing on-site and service industry and/or service trade centres. It is more likely to limit these from being established either on this site or on land surrounding. The size of the dwelling also seems unnecessary for the purpose of operational and security purposes.

The dwelling at this size is not considered to be incidental to the predominant use of the land and is contrary to Council's Local Planning Policy, as that is applied to these types of applications. It is also contrary to the intent of the Kununurra Strategic Directions as the proposal is simply extending an existing Caretaker's Dwelling.

The proposal is not considered to confirm to orderly and proper planning principles given that this type of dwelling should be located in a residential area and separated from manufacturing and other similar uses. The establishment of dwellings as a primary purpose at this location may also inhibit the operation of nearby industrial uses as there will be increased amenity considerations for this property. The use applied for is therefore arguably a Caretaker Dwelling.

No development standards are able to be applied since the use is meant to be incidental to the predominant use of the land, and therefore Council has no control over it.

The dwelling is poorly sited and 'reads' to the street as the predominant land use, which is contrary to Council's Local Planning Policy which aims that Caretaker Dwellings should be located behind the main industrial/commercial building or land use.

It is recommended that the Council refuses the application for the reasons noted above, summarised as the following reasons:

- The proposal is contrary to the objectives of the Mixed Business Zone.
- The proposal is contrary to intent of Local Planning Policy 6.
- The proposal would not represent orderly and proper planning

ATTACHMENTS

Attachment 1 – Proposed plans

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council refuse the application for planning consent for an extension to Caretakers dwelling at Lot 2 Konkerberry Drive, Kununurra as it does not comply with the requirements of Town Planning Scheme No. 7 – Kununurra and Environs and Local Planning Policy 6 for the following reasons:

1. The proposal is contrary to the objectives of the Mixed Business Zone.
2. The proposal is contrary to intent of Local Planning Policy 6.
3. The proposal would not represent orderly and proper planning.

Cr Dessert proposed an alternative motion that became the recommendation as there are precedents for this type of dwelling within this industrial precinct.

That Council consents to an extension to a caretakers dwelling at lot 2 Konkerberry Drive, Kununurra subject to the following conditions

- 1. Development shall be in accordance with the attached approved plan(s) and subject to any modifications required as a consequence of any condition(s) of this approval. The endorsed plans shall not be modified or altered without the prior written approval of the local government.**
- 2. Submission of a Statutory Declaration that clearly acknowledges the potential for high levels of nuisance (i.e. noise, dust, traffic, and hours of operation) that can emanate from an industrial activity that may have an adverse effect on the residential habitation of a caretakers dwelling prior to occupation of the building.**
- 3. Prior to occupation of the caretaker's dwelling, areas set aside for parking and access must be constructed and drained to the satisfaction of the local government.**
- 4. No site earthworks or development shall occur that will cause additional runoff of stormwater to adjacent properties. Stormwater runoff from any sealed areas shall be mechanically directed into Council's stormwater system or disposed of onsite. Stormwater shall not be permitted to pond on the site, other than within designated detention basins, or against any buildings or structures. Details on the proposed method of control and disposal of stormwater from the site, including access roads, parking areas and roofs are to be confirmed with the Shire's Infrastructure Department and submitted with the building application.**

COUNCIL DECISION

Minute No. 10072

Moved: Cr R Dessert

Seconded: Cr C Gore-Birch Gault

That Council consents to an extension to a caretakers dwelling at lot 2 Konkerberry Drive, Kununurra subject to the following conditions

- 1. Development shall be in accordance with the attached approved plan(s) and subject to any modifications required as a consequence of any condition(s) of this approval. The endorsed plans shall not be modified or altered without the prior written approval of the local government.**
- 2. Submission of a Statutory Declaration that clearly acknowledges the potential for high levels of nuisance (i.e. noise, dust, traffic, and hours of operation) that can emanate from an industrial activity that may have an adverse effect on the residential habitation of a caretakers dwelling prior to occupation of the building.**
- 3. Prior to occupation of the caretaker's dwelling, areas set aside for parking and access must be constructed and drained to the satisfaction of the local government.**
- 4. No site earthworks or development shall occur that will cause additional runoff of stormwater to adjacent properties. Stormwater runoff from any sealed areas shall be mechanically directed into Council's stormwater system or disposed of onsite. Stormwater shall not be permitted to pond on the site, other than within designated detention basins, or against any buildings or structures. Details on the proposed method of control and disposal of stormwater from the site, including access roads, parking areas and roofs are to be confirmed with the Shire's Infrastructure Department and submitted with the building application.**

**For: Cr Moulden, Cr McCoy, Cr Dessert, Cr Gore-Birch Gault, Cr Addis,
Cr Learbuch**

Against: Cr Parker

5:42pm – Cr Ausburn enters the meeting

SJ and LM Bailey
PO Box 778
Kununurra WA 6743
0417992377
0891681999

Shire Councillors
Shire Wyndham East Kimberley
PO Box 614
Kununurra WA 6743

Dear Shire Councillors,

In response to my phone conversation with Elle Davidson on 14 March 2013, regarding the rejection of our application to extend and refurbish our property at No 2 Konkerberry Drive. I now understand the current building code only allows for a 100m² caretakers residence to be constructed on the block and the building guidelines do not permit anything larger.

Ideally we would like to demolish our existing residence and build more storage for our business. Unfortunately the harsh reality of the dire security issues that have always been present in Kununurra and in recent years escalated, dictates that due to the high value and sensitivity of the freight that we manage through our premises (Kununurra Couriers are responsible for all the Kununurra and Wyndham mail, 99% of air freight and most Express Road freight) we have no option but to live on site. Given this predicament I feel that it is unreasonable to expect us to live in a small unit for an extended period of time which the building code proposes.

The areas that we wish to extend into cannot be used for our business (ie. Parking / additional sheds) due to the original placement of the house on the block. The area proposed for the extension is currently utilised as our out- door living area, so in reality we are wishing to enclose this area and make better use of it.

By doing a drive by it can be shown that in the near vicinity of our property there has been other examples where the size of the residence has exceeded the 100m² guidelines in recent years. I would assume these have all been passed by council.

Substantial residences are located on the following properties

Coolibah Drive

Triple J Tours, 1B Coolibah Drive,
EKCEDP, 2 Coolibah Drive
Kununurra Accounting, 12 Coolibah Drive

Konkerberry Drive

Franmor Constructions 5 Konkerberry Drive
Properties CNR Konkerberry and Mango street (Both Corners) 21 and 22 Mango Street.
Kununurra 4WD (was Cavlovic's) 17 Konkerberry Drive

Bloodwood Drive

Property to left of Argyle Motors
6 Bloodwood Drive
8 Bloodwood Drive

Lizard Lodge Backpackers 10 Bloodwood Drive
Brock Solid cabinets 31 Bloodwood Drive.

Mango Street

Guerinoni and Son 10 Mango Street.
Kimberley Kool 18 mango Street
EKCDPEP (Formerly Kununurra Panel beaters) 19 Mango Street.

Poinciana Street

Searle's Mechanical. (27 Ivanhoe Road)
Betta Electrical Storage Yard. 17 Poinciana Street
Kununurra Chiropractic 15 Poinciana Street.
East Kimberley Computers 15 Poinciana Street.
Backpackers on Kimberley Exhaust Block 20 Poinciana Street.

Our existing house is constructed in such a manner (walls are triple brick, roof solid concrete with is covered with tin) making it very poor as far as thermal efficiency goes. Once the building heats up it is extremely hard to keep it cool. From information we have gathered on the history of our home we understand that the building was constructed shortly after Cyclone Tracey devastated Darwin and the builder decided to ensure his house was the strongest he could make it. Therefore due to the solidness our the building it is virtually impossible to change the interior to provide a more eco friendly 21st century workable floor plan and maintain the buildings integrity to hold up the 150 mm concrete roof.

Our plan is to build

- A extra room to provide a better area to house the kitchen and living area
- A ensuite bathroom off one of the bedrooms
- Update our outdoor area. The design incorporates features to increase ventilation.
- Renew the roof over the whole building, this is necessary due to issues with Thermal efficiency, leakage and aesthetics, this will make it aesthetically appealing, and thermally efficient. As mentioned the current tin roof lays flat on the concrete roof, this absorbs the heat and uses vast amounts of energy to keep cool, it is also not appealing to the eye.
- Upgrade the septic system to a twin inverted leach drain set up.

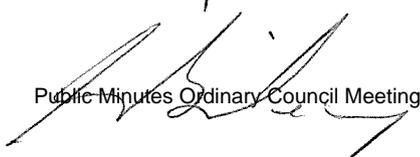
We believe that the additions we wish to make will enhance our home and provide a more aesthetically pleasing property in the area. We ask that the application be submitted to the April council briefing meeting on 9/4/2013 for consideration.

We welcome a visit from councillors should you wish to view the property.

Kind Regards

Jim and Leonie Bailey

14/3/2013

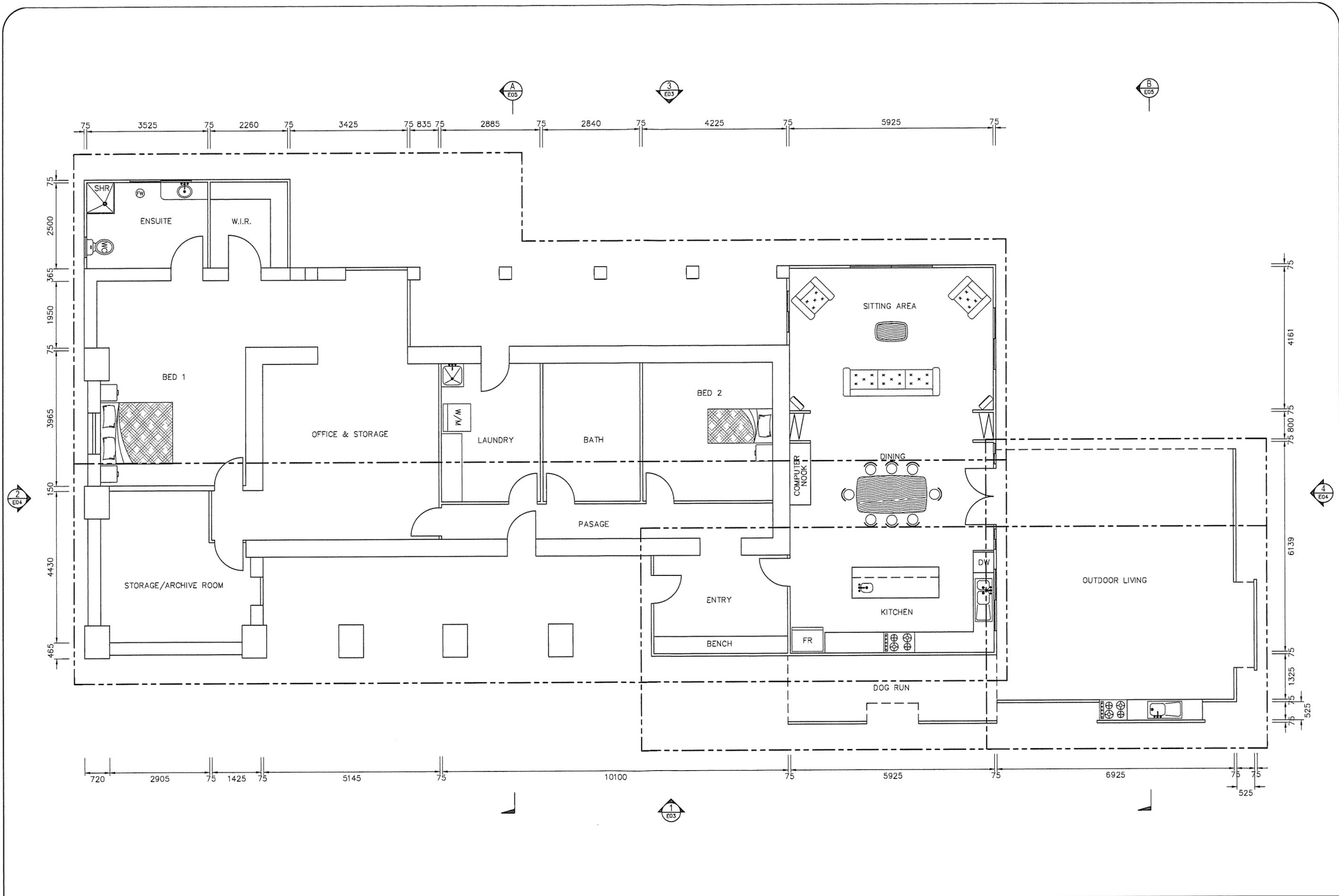




2
2546m²

KONKERBERRY DRIVE

POINCIANA STREET

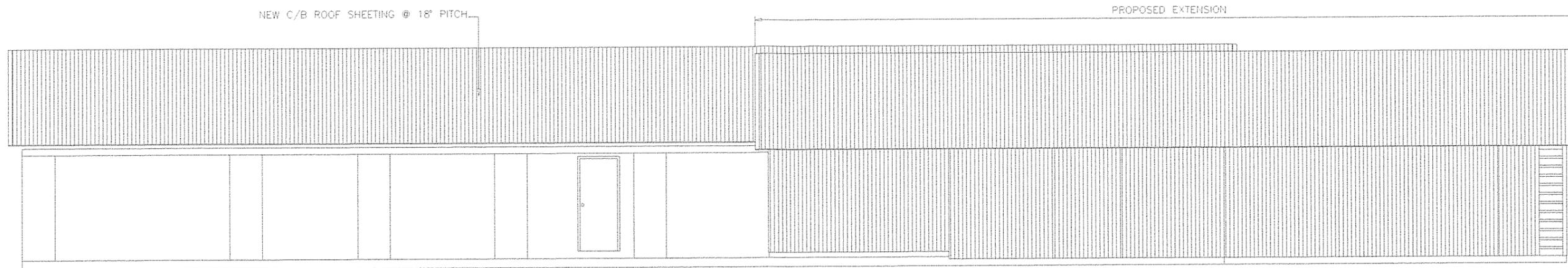


REV
Public Minutes Ordinary Council Meeting
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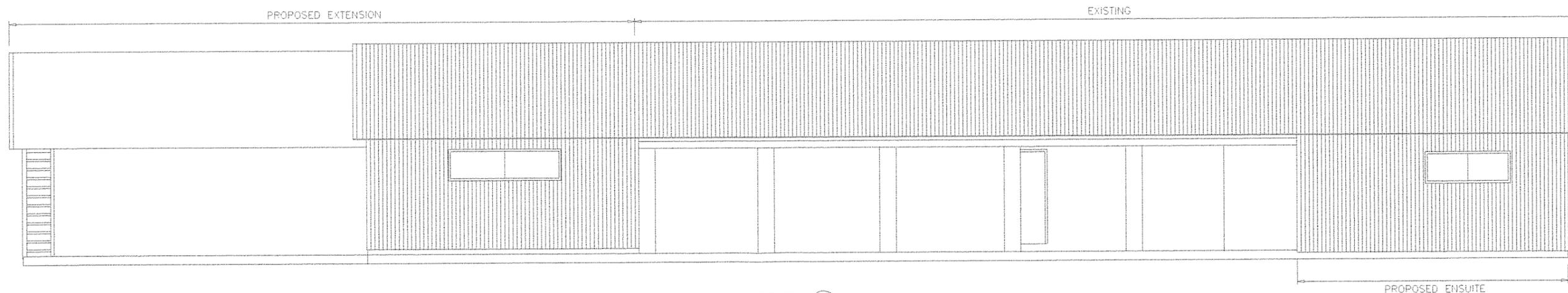
title FLOOR PLAN
project PROPOSED HOUSE EXTENSION
2 KONKERBERRY DRIVE
KUNUNURRA

client JIM & LEONIE BAILEY
28 May 2013
builder TBA

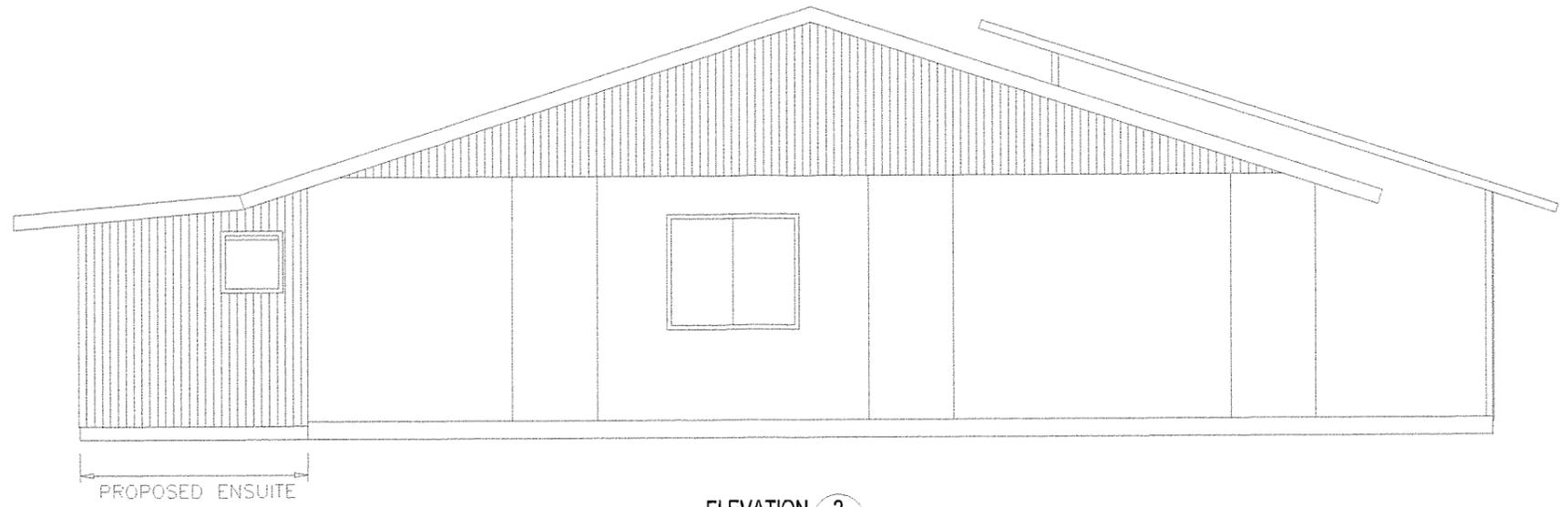
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P.O. Box 2189 Kununurra WA 6743
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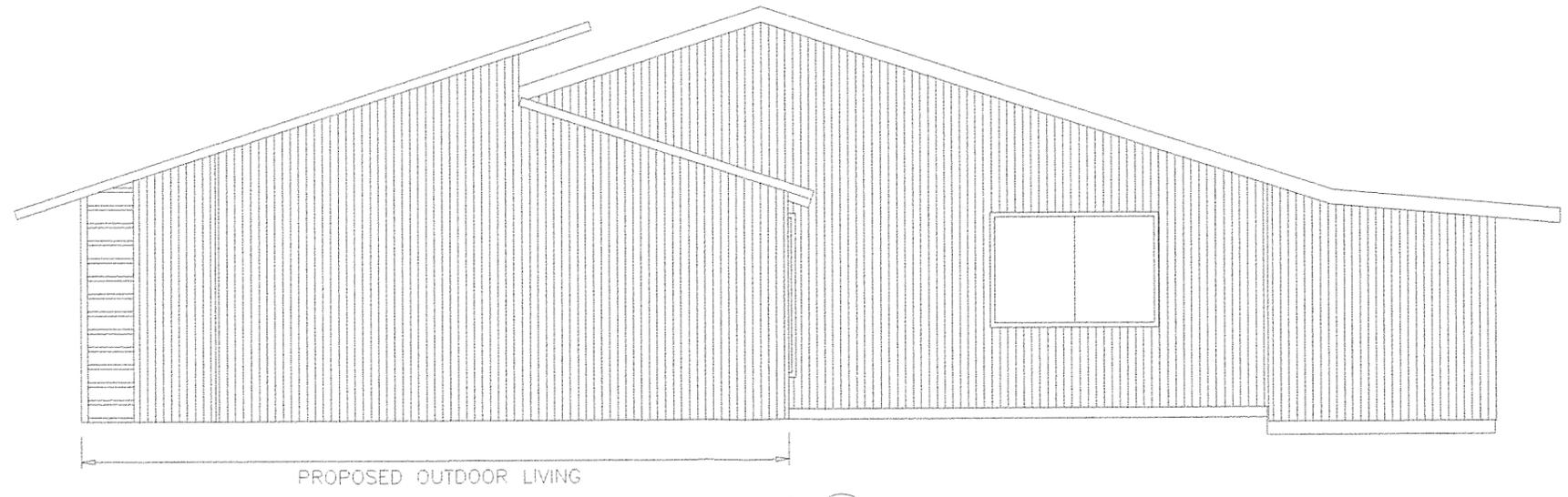
ELEVATION 1
EO2



ELEVATION 3
EO2



ELEVATION 2
E02



ELEVATION 4
E02

12.4.3 Review of CP/COM – 3580 Community Services Policy

DATE:	28 May 2013
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	N/a
AUTHOR:	Wayne Richards, Manager Community and Youth
REPORTING OFFICER:	Nick Kearns, Director Community Development
FILE NO:	CM.11.2

PURPOSE

For Council to consider amendments to CP/COM-3581 Council Community Facilities Policy for re-adoption at the 28 May Ordinary Council Meeting. .

BACKGROUND

The Council Community Services Policy provides direction on the services Council provides and the manner in which they are provided. The document provides five principles that will guide the services Council support, the level of involvement in service delivery and the manner in which services should be provided.

STATUTORY IMPLICATIONS

There are no statutory implications associated with this report

POLICY IMPLICATIONS

No policy implications apply in the preparation of this report.

FINANCIAL IMPLICATIONS

There are no financial implications associated with this report.

STRATEGIC IMPLICATIONS

Community service objectives within the Shire's 10 Year Community Plan relevant to this item include:

- 1.2 Alignment of regional and local priorities with other agencies and community groups
- 3.1 A broad range of lifestyle opportunities and activities are available for East Kimberley residents
- 3.3 Towns are safe and inviting for locals and tourists
- 3.4 Protection and enhancement of community facilities
- 3.5 An active outdoor lifestyle is encouraged and promoted

COMMUNITY CONSULTATION

The Council Community Services Policy was first adopted 22 June 2010 and during this time, has been available for public viewing.

COMMENT

Changes have been proposed through this review process for this policy:

- Reference to access and inclusion was moved from an outcome to the guiding statement to reflect its importance as one of Councils guiding principle.
- Six key outcomes have been added based on strategies adopted in the 10 Year Community Strategic Plan.

It is recommended that Council adopt the updated policy.

ATTACHMENTS

Attachment 1 – Council Policy CP/COM – 3580 Community Services Policy

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council adopts the updated policy CP/COM-3580 Community Services Policy as provided at attachment 1.

COUNCIL DECISION

Minute No. 10073

Moved: Cr J Parker

Seconded: Cr C Gore-Birch Gault

That Council adopts the updated policy CP/COM-3580 Community Services Policy as provided at attachment 1.

Carried Unanimously 8/0



Council Policy Number: CP/COM - 3580 Community Services Policy

OBJECTIVE:

Council aims to enhance and support communities through the provision of adequate, equitable and accessible services and facilities, and to ensure that these services and facilities are managed efficiently and effectively.

*This policy supports Council's objectives **within Council's 10 Year Community Plan**.*

Comment [WR1]: Add 10 Year Community Plan

The policy and associated procedures are designed to provide guidance on circumstances under which Council will develop and operate community services.

POLICY:

Scope & Limitations

For the purposes of this policy, Community Services can be defined as services and facilities targeted to support the general community, or particular groups within the community including but not limited to:

- *children and youth*
- *older people*
- *women*
- *people with disabilities*
- *people from culturally and linguistically diverse backgrounds*
- *Aboriginal people*

Services and facilities include but are not limited to child care centres, youth services, community care services, cultural programs, libraries, sport/recreation and leisure facilities as well as social planning, community consultation and community development activities.

The priority for the provision of services and facilities will be established in the administrative policies and procedures referenced to this policy.

Background

Responsibilities and community expectations of Council's Community Development division have grown significantly in recent years with further demands on services and facilities anticipated in line with regional expansion and community diversification.

This policy establishes links between the planning processes required of Council to meet community needs and expectations, and the actual delivery of services or facilities.

The Director Community Development is responsible for the implementation, planning and development components of this policy; the Community Development team is responsible for the direct service provision components.

Guiding Statement

The following principles reflect Council’s commitment to the development of social and community infrastructure:

- To research and document the social needs of the community.
- To directly deliver selected community services when Council resolves to do so.
- To ensure an appropriate range of facilities exist to enable community services to develop and operate effectively.
- To support the development and/or maintenance of a diverse range of external services delivered by the community-based sector.
- To improve community access and inclusion through the delivery of a range of effective Community Services.

Comment [WR2]: Move from Outcomes

Outcomes

The Shires Community Services will facilitate the community in strengthening:

- Linkages, networks and community engagement
- Resilience, a sense of belonging and culture
- Accessibility and inclusion
- Positive active lifestyles
- Education and employment opportunities
- Health and Safety

Comment [WR3]: Add items from 10 Year Community Plan.

This will be achieved through:

- Community and social planning.
- Collaboration with other government agencies and service providers.
- Direct service or facility provision and management.
- Provision of community buildings.
- Community development and support networks.
- Support for community-managed groups and services.

Comment [WR4]: Add service providers.

GOVERNANCE REFERENCES

Statutory Compliance	Local Government Act 1995, Sections 3.1 and 3.18.
Industry Compliance	
Organisational Compliance	Guidelines for policy development and review of the Council Policy Manual (adopted by Council 17 November 2009, Minute 8910).
Process Links	Administrative Policies and Procedures/Work Instructions

POLICY ADMINISTRATION

Directorate		Officer Title		Contact:	
Community Development		Director Community Development		Ext: 171441	
Date Effective	22 June 2010				
Date Adopted	22 June 2010	Last Reviewed	17/4/2012 Minute: 9748		
Risk Rating	Low	Review Cycle	Annual	Next Due	May 2014 April 2013

12.4.4 Review of CP/COM – 3581 Council Community Facilities Policy

DATE:	28 May 2013
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	N/a
AUTHOR:	Wayne Richards, Manager Community and Youth
REPORTING OFFICER:	Nick Kearns, Director Community Development
FILE NO:	CM.11.2

PURPOSE

For Council to consider amendments to CP/COM-3581 Council Community Facilities Policy for re-adoption at the 28 May Ordinary Council Meeting.

BACKGROUND

Council provides a number of facilities for public use, in most cases at a heavily subsidised rate. This Community Facility Policy sets Council's strategic direction on the manner in which these facilities are managed and operated.

STATUTORY IMPLICATIONS

There are no statutory implications associated with this report

POLICY IMPLICATIONS

No policy implications apply in the preparation of this report.

FINANCIAL IMPLICATIONS

There are no financial implications associated with this report.

STRATEGIC IMPLICATIONS

The Shires 10 Year Strategic Community Plan includes the strategies:

- 3.4.1 Manage, maintain and upgrade public parks and amenities to ensure they meet community need and are accessible to people of all ages and abilities
- 3.4.3 Ensure Shire facilities are planned and managed to meet community needs
- 3.4.4 Provide and support a more effective range of sport and recreational services and facilities including a new leisure centre and aquatic facility in Kununurra

COMMUNITY CONSULTATION

The Council Community Facilities Policy was first adopted 22 June 2010 and during this time, has been available for public viewing.

COMMENT

Through this review, there are two main amendments that have been recommended;

- Reference to income generated from the activity has been removed as a definition of Not for Profit. This is to remove a loophole that allows Commercial businesses or

private residents to claim not for profit as long as their specific activity does not generate income.

- Groups with the primary function of promoting religious or political beliefs have been added to the Commercial/Government/Private definition. It is believed that despite these organisations providing a service that could be classified as community focussed, their primary purpose should be defined as Private use. This definition will now align with the Shires Annual and Quick Grant guidelines excluding religious and political organisations for the reasons above.

It is recommended that Council adopt the updated policy.

ATTACHMENTS

Attachment 1 – Council Policy CP/COM – 3581 Council Community Facilities Policy

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council adopts the updated policy CP/COM-3581 Council Community Facilities Policy as provided at attachment 1.

COUNCIL DECISION

Minute No. 10074

Moved: Cr J Parker

Seconded: Cr J McCoy

That Council adopts the updated policy CP/COM-3581 Council Community Facilities Policy as provided at attachment 1.

Carried Unanimously 8/0



Council Policy Number: CP/COM -3581
Council Community Facilities Policy

OBJECTIVE:

To provide guidance in the management and operations of Shire community facilities and equipment. This guidance will consider the needs of both the community and the Shire of Wyndham East Kimberley both at the present day and into the future.

The 5 key principles considered are:

- *Equity: Fair and equal access and charges for all users of Shire facilities.*
- *Capacity to Pay: Fair pricing with consideration of the ability of an individual, group or organisation to pay the fee in reasonable circumstances.*
- *Community Benefit: The benefit gained through use of the facility including but not limited to; social interaction, physical activity, education, personal development.*
- *Compliance: Operating within all relevant regulations and laws by both the Shire and users of the facilities.*
- *Transparency and Accountability: Management practices and operations will be conducted in an open and accountable manner.*

POLICY:

Scope & Limitations

This policy covers Shire facilities, infrastructure and equipment such as community buildings, sporting facilities and parks.

For the purposes of facility and equipment hire, the definitions of user groups are:

Not for profit/Non-Government:

~~Where the sum of income generated by the activity is equal to or less than the total cost of the hire fee or other applicable fee.~~

~~or~~

Registered as not for profit with the Australian Taxation Office

or

Incorporated sporting groups or community service organisations (as defined by their constitution).

Commercial/Government/Private:

All groups not classified as Not for Profit as defined above

or

All Government Agencies

or

A group with the primary function of promoting religious or political beliefs

or

Any private function not hired on behalf of a group or organisation

Comment [WR1]: Delete this Sentence

Comment [WR2]: Add religious and political agendas

Youth Service Providers:

All groups that deliver service targeting young people within the age range of 10 to 24

and

Must be defined as Not for profit/Non-Government

or

Specific registered youth agencies

Evidence of above user group status may be requested by the Shire.

Background

Community facilities are in most cases run at a cost to Council the Shire. The provision of these facilities is essential to the community and therefore it is acknowledged that a level of subsidy is necessary.

It is therefore important to ensure that Council's the Shire's ongoing commitment to providing good quality community facilities is documented, and that a desired level of service provision is maintained.

Guiding Statement

All Shire community facilities will:

- Operate within all relevant regulations and laws;
- Maintain a high level of Occupational Health and Safety at all times;
- Have fees and charges reviewed by Council annually. Fees and charges should promote equitable access to all user groups while providing a satisfactory level of cost recovery;
- Set opening hours and conditions of use are to in a manner that ensures the efficient operation of the facility, while promoting maximal usage and an acceptable level of accessibility by the community;
- Consider a variety of user groups and the needs of the community as a whole;
- Give consideration to disability access;
- Maintain a high level of cleanliness both internally and externally;
- Promote usage to all members of the community;
- Safely provide the service that it is designed for;
- Plan for the future needs of the community;
- Be aesthetically pleasing, and;
- Represent the Shire in a positive and professional manner

Outcomes

Shire community facilities will be functional, allowing safe usage for the purposes of their design enabling users to provide a wide range of quality services, events and activities. Fees should ensure that users of the facility contribute to the community assists with the cost of providing the facility, while not being prohibitive to use of the facility.

GOVERNANCE REFERENCES

Statutory Compliance	Local Government Act 1995, Sections 3.1 and 3.18.
Industry Compliance	WA Department of Health Code of Practice for the design, construction, operation management and maintenance of Aquatic Facilities
Organisational Compliance	Guidelines for policy development and review of the Council Policy Manual (adopted by Council 17 November 2009, Minute 8910).
Process Links	AP/REC 4500 Seasonal Oval Use Policy and AP/REC 4501 Shire Facility Casual Use Policy. Adopted Fees and Charges Standard Operating Guidelines

POLICY ADMINISTRATION

Directorate		Officer Title		Contact:	
Community Development		Director Community Development		Ext:154 Ext:171	
Date Effective	22 June 2010				
Date Adopted	22 June 2010	Last Reviewed	17/04/2012 Minute: 9748		
Risk Rating	Low	Review Cycle	Annual	Next Due	April 2013 May 2014

12.4.5 Annual Budget Amendment – Municipal Fund Expenditure – Kununurra Leisure Centre Gym Equipment

DATE:	28 May 2013
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	N/A
AUTHOR:	Nick Allen, Coordinator Recreation and Leisure Coordinator
REPORTING OFFICER:	Nick Kearns, Director Development Services
FILE NO:	RC.09.1

PURPOSE

For Council to approve an amendment of the 2012/13 annual budget to purchase gym equipment for the Kununurra Leisure Centre.

BACKGROUND

Early in April 2013, one of the two treadmills located at the Kununurra Leisure broke down due to belt failure and motor overload. Repairs were estimated at \$5000 including labour, flights and accommodation for a professional technician. The treadmills are highly utilised items at the Leisure Centre and the dry/tourist season is the busiest period for the gym. The absence of one treadmill is considered to be a significant reduction in service.

Additionally, following the recent expansion of the gym, there has been a steady increase in usage leading to requests from users to consider the purchase of additional treadmills.

For this reason, it was proposed that a portion of the unbudgeted income from the Club Development Grant be utilised to purchase one replacement treadmill and one additional treadmill for the Kununurra Leisure Centre. The purchase of two machines together will provide a 10% discount, \$2120.00 for both machines.

The Shires Chief Executive Officer Gary Gaffney and Acting Shire President Di Ausburn granted approval to utilise the unbudgeted grant income from the Club Development program. On 10 April 2013 the Shire received a \$40,000 payment through negotiation of the Club Development Project from Department of Sport and Recreation. This payment was for retrospective costs due to the Shire continuing to deliver the Club Development Program from August 2011 to July 2012, while there was no formal contract for this project.

STATUTORY IMPLICATIONS

There are no specific statutory implications with regard to this report

POLICY IMPLICATIONS

There are no specific policy implications with regard to this report.

FINANCIAL IMPLICATIONS

The purchase of the two treadmill machines cost \$19,162.00 including freight The equipment was not costed and allowed for in the 2012/13 adopted budget. An additional \$40,000 in revenue has been received for the Club Development project and was not allowed for in the

2012/13 adopted budget. The following adjustments to the budget will need to be made and approved by Council.

<u>Account Number</u>	<u>Description</u>	<u>Original Budget</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>Budget Attachment</u>
04110817	Gymnasium Equipment – Recreation	\$30,000	\$30,000	\$70,000	\$40,000
01111810	Club Development – Grant Income	\$50,000	\$115,000	\$155,000	\$40,000

STRATEGIC IMPLICATIONS

This report aligns with Council's 10 Year Strategic Community Plan Objective:

- 3.4 - A broad range of lifestyle opportunities and activities are available for East Kimberley residents.

COMMUNITY CONSULTATION

Community consultation is not required in relation to this item.

COMMENT

The purchase of additional treadmills was considered a priority for the continuation and improvement of service provision at the Kununurra Leisure Centre. Council is requested to approve the amendment to the 2012/13 budget to include the additional expenditure of \$40,000 which will enable the purchase of two additional treadmills and further gym equipment.

Council is also requested to approve the use of the \$40,000 payment from the Club Development Project from Department of Sport and Recreation to offset the purchase of the treadmill equipment.

It is recommended that Council amend the 2012/13 budget to include the additional expenditure of \$19,162.00 and the additional income of \$40,000.

An "Expenditure from municipal funds not included in annual budget" form was completed and authorised.

ATTACHMENTS

There are no attachments associated with this report.

VOTING REQUIREMENT

Absolute Majority

OFFICER'S RECOMMENDATION

That Council amends the 2012/13 amended budget in accordance with the following table:

<u>Account Number</u>	<u>Description</u>	<u>Original Budget</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>Budget Attachment</u>
04110817	Gymnasium Equipment – Recreation	\$30,000	\$30,000	\$70,000	\$40,000
01111810	Club Development – Grant Income	\$50,000	\$115,000	\$155,000	\$40,000

COUNCIL DECISION

Minute No. 10075

Moved: Cr J Parker

Seconded: Cr R Addis

That Council amends the 2012/13 amended budget in accordance with the following table:

<u>Account Number</u>	<u>Description</u>	<u>Original Budget</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>Budget Attachment</u>
04110817	Gymnasium Equipment – Recreation	\$30,000	\$30,000	\$70,000	\$40,000
01111810	Club Development – Grant Income	\$50,000	\$115,000	\$155,000	\$40,000

Carried Unanimously 8/0

12.4.6 Kununurra Wastewater Treatment Plant

DATE:	28 May 2013
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	Reserve 30945, Ivanhoe Road, Kununurra
AUTHOR:	Nick Kearns Director Community Development
REPORTING OFFICER:	Nick Kearns, Director Community Development
FILE NO:	SD.09

PURPOSE

The purpose of this report is to inform Council of key recommendation as a result of the wastewater infrastructure planning undertaken by the Water Corporation for the Kununurra Wastewater Treatment Plant (WWTP).

BACKGROUND

The Water Corporation first met with Shire Officers to discuss options for wastewater management – particularly for reuse of treated effluent - in early 2011. A follow up meeting was then held in November 2011, where issues were highlighted with the existing wastewater treatment facility and where the Water Corporation indicated a willingness to investigate an alternative site for a new treatment facility.

At the October 2012 Briefing Session, Councillors were presented with a copy of the Water Corporations investigations as of that date, as outlined in the presentation at Attachment 1, which included the investigation of two potential sites: north of Kelly's Knob, and north-west of the East Kimberley Regional Airport (EKRA).

The selection of the new wastewater treatment facility is contingent upon finding a site that is close to the main urban area; which can be cleared and developed for the purpose, allows for suitable buffers to sensitive (or potential future) uses, and which still enables the discharge of treated effluent into the main irrigation channel.

The presentation provided at the October 2012 (Attachment 1) indicated that the main option for the Water Corporation is to construct a new facility on land north-west of the EKRA, to make an interim upgrade to the current facility (to increase capacity) and then to decommission the current facility by 2023.

The Water Corporation has recently written to the Shire to advise that the wastewater infrastructure planning for the Kununurra WWTP is finalised, and to inform the Shire of the key recommendations in relation to the existing and new WWTP's. A copy of this correspondence is provided at Attachment 2.

STATUTORY IMPLICATIONS

There are no statutory implications associated with this report.

POLICY IMPLICATIONS

No policy implications apply in the preparation of this report.

FINANCIAL IMPLICATIONS

There are no financial implications associated with this item.

STRATEGIC IMPLICATIONS

Shire of Wyndham East Kimberley Strategic Community Plan 2012 -2022

The topics highlighted in this report align with Council's *Strategic Community Plan 2012 – 2002* with regard to:

- Work collaboratively with agencies for forward planning and to expand opportunities and to reduce wastage and duplication.
- Actively provide input to decision making at the Regional, State and Federal levels on behalf of the community.

Kununurra Strategic Directions: Town Centre Development Concept Plan & Strategic Land Use Plan

The Kununurra Strategic Directions report identifies that there is strong community support for the relocation of the wastewater treatment plant. This report acknowledges that Kununurra is expected to experience significant growth which requires service needs to be taken into consideration in the long term development of the town.

A 500 metre buffer exists around the plant, presenting a significant constraint to future development of the town, particularly the westward expansion of the Town Centre. The existing WWTP site has therefore been identified for future development, pending investigations into the relocation of the WWTP and remediation of the site.

The Strategic Direction report also outlines that the plant received an upgrade in 2005 to improve the quality of water discharged into the irrigation channel as licenced by the Environmental Protection Authority (EPA). Plant designed to service an estimated 7350 people. Anecdotal advice states that overflows occur quite regularly during peak use times i.e. during the tourist season.

COMMUNITY CONSULTATION

No community consultation was undertaken for the purpose of preparing this report. The matter is currently confidential between parties.

COMMENT

Officers have previously highlighted issues associated with the existing wastewater treatment facility, which has been identified as a strategic piece of infrastructure that should be relocated, and expressed concerns if the existing wastewater treatment facility was to remain at its current location as a long-term option or if the Water Corporation proposed to operate it in tandem with any new facility.

The preferred site identified has no strategic implications for the Shire and is a location that raises no major issues of concern, subject of course to it meeting all necessary environmental standards.

The Water Corporation has advised, based on current flow forecast, that a new WWTP will be required around 2023 – 2034, however that this timeline may be brought forward or deferred depending on actual population growth. It is noted that the Water Corporation has committed to decommission the existing facility once the new WWTP is in operation.

It is recommended that the Shire write to the Water Corporation in response to their recent letter and advise the following (as shown in the draft letter at Attachment 3):

- That Council supports the establishment of a new WWTP, but considers that this should occur earlier than 2023 – 2024;
- That Council is concerned with odour from the existing WWTP, which at times exceeds the nominal 500 metre odour buffer; and therefore recommends that investigation to address and minimise odour issues occurs as part of the interim upgrade to this facility; and
- That Council reiterates that the quality of the treated wastewater discharge into the M1 Channel, from either the existing or new facility, must be at a standard which would not limit the farming for food crops, particularly for organic produce.

ATTACHMENTS

Attachment 1 – Copy of Water Corporation correspondence – Key Recommendations

Attachment 2 – draft Letter to the Water Corporation

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council advises the Water Corporation that it:

- 1) Is supportive of the development of a new wastewater treatment plant, however advocates that the establishment of the new facility occurs earlier than 2023 - 2024;
- 2) Is concerned with odour from the existing wastewater treatment plant which at times exceeds the nominal 500 metre odour buffer; and therefore recommends that investigation to address and minimise odour issues occurs as part of the interim upgrade to the existing facility; and
- 3) Reiterates that the quality of the treated wastewater discharge into the M1 Channel, from either the existing or new facility, must be at a standard which would not limit the farming for food crops, particularly for organic produce.

COUNCIL DECISION

Minute No. 10076

Moved: Cr R Dessert

Seconded: Cr R Addis

That Council advises the Water Corporation that it:

- 1) Is supportive of the development of a new wastewater treatment plant, however advocates that the establishment of the new facility occurs earlier than 2023 - 2024;**
- 2) Is concerned with odour from the existing wastewater treatment plant which at times exceeds the nominal 500 metre odour buffer; and therefore recommends that investigation to address and minimise odour issues occurs as part of the interim upgrade to the existing facility; and**
- 3) Reiterates that the quality of the treated wastewater discharge into the M1 Channel, from either the existing or new facility, must be at a standard which would not limit the farming for food crops, particularly for organic produce.**

Carried Unanimously 8/0

19 APR 2013

JT1 2011 02431
Julia Krsnik
(08) 9420 2823



I-18033

19 April 2013

Nick Kearns
Director, Development Services
Shire of Wyndham East Kimberly
PO Box 614
KUNUNURRA WA 6743

**North West Region
Regional Office**

16 DeGrey Place
Karratha WA 6714

PO Box 84
Karratha WA 6714

Fault Enq 13 13 75

Account Enq 13 13 85

Technical Enq 13 13 95

Facsimile (08) 9185 3818

Dear Nick,

Wastewater Infrastructure Planning for Kununurra

Thank you for taking the opportunity to be involved in the wastewater planning for the Kununurra Wastewater Treatment Plant (WWTP). Your input has enabled the development of a plan that is consistent with the Shire's long term plans for Kununurra.

The Water Corporation has now finalised the wastewater infrastructure planning for Kununurra WWTP and would like to take this opportunity to inform the Shire of the key recommendations. They are:

Existing WWTP:

- The existing WWTP will be upgraded over the next 2- 3 years to cater for interim growth. The WWTP will be upgraded from 1.7 to 2.7 mega litres per day (MLD) to cater for around 10,000 people.
- When the flows into the existing WWTP approach 2.7 MLD, a project will commence to construct a new WWTP at a new site (to be acquired) located to the north west of town.
- The existing WWTP will be decommissioned once the new WWTP is in operation.

New WWTP:

- Based on the current flow forecast it is expected the new WWTP will be required around 2023 – 2024. However this timeframe may be brought forward or deferred depending on actual population growth leading to flows reaching 2.7 MLD.
- The new WWTP located to the north west of town will cater for future growth for the long term (2040 – 2050).
- The capacity of the new WWTP will be 3.5 MLD and cater for around 13,000 people.
- The Water Corporation will continually review the performance of the existing WWTP and the population growth to confirm the timing for construction of the new WWTP.

If you have any questions, please don't hesitate to give me a call,

Yours sincerely,

A handwritten signature in black ink, appearing to read "Peter", with a long horizontal stroke extending to the right.

Peter McCallister
Regional Business Manager
North West Region



Your Ref: JT1 20111 02431
Our Ref: I-18033; LP.06.3
Enquiries: Nick Kearns

29 May 2013

Water Corporation
North West Region
PO Box 84
KARRATHA WA 6714

Attention: Peter McAllister

Dear Peter,

Wastewater Infrastructure Planning for Kununurra

I refer to your correspondence, dated 19 April 2013, wherein you advised the Shire of Wyndham East Kimberley that the Water Corporation has now finalised the wastewater infrastructure planning for the Kununurra Wastewater Treatment Plant (WWTP), and outlined the key recommendations for the existing WWTP and the new WWTP proposed to be established to the northwest of the town.

Council is supportive of the development of a new facility, however would advocate that establishment of the new facility occurs earlier than 2023 – 2024, on the basis that Council has concerns with odour from the existing WWTP, which at times exceeds the nominal 500 metre odour buffer and constrains expansion of the town centre to the west.

It is noted that the Water Corporation intend to undertake odour modelling at the existing site to determine the actual odour buffer zone as part of the interim upgrade, therefore Council strongly urges that this include investigation to address and minimise odour issues.

It is acknowledged that part of the need for the planning process was due to the pressure to identify alternative treated wastewater management options given concerns of the impact of treated wastewater in the M1 Channel.

It is noted that discharge into the channel is intended to continue with the establishment of a new WWTP, and Council wishes to reiterate that the quality of the treated water discharged, from either the existing or new facility, must be at a standard which would not limit the farming for food crops in the valley, particularly for organic produce.

If you require any further information please feel free to contact the undersigned on 9168 4100.

Yours sincerely,

Gary Gaffney
Chief Executive Officer

12.5 CHIEF EXECUTIVE OFFICER

12.5.1 Use of the Common Seal

DATE:	28 May 2013
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	N/a
AUTHOR:	Debbie McCallum, Governance Support Officer
REPORTING OFFICER:	Gary Gaffney, Chief Executive Officer
FILE NO:	GN.02.1

PURPOSE

For Council to receive this report on the application of the Shire of Wyndham East Kimberley Common Seal for the period 18 April to 23 May 2013.

STATUTORY IMPLICATIONS

Local Government Act 1995

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

POLICY IMPLICATIONS

No policy implications apply in the preparation of this report.

FINANCIAL IMPLICATIONS

There are no financial implications associated with this item.

STRATEGIC IMPLICATIONS

There are no strategic implications associated with this report.

COMMENT

The following documents have had the Shire of Wyndham East Kimberley Common Seal applied:

Date of Use	Document
1 May 2013	Clearance of Conditions for Subdivision of Lot 200 Chamberlain Drive, Kununurra

ATTACHMENTS

There are no attachments associated with this report.

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council receives the report on the application of the Shire of Wyndham East Kimberley Common Seal for the period 18 April to 23 May 2013.

COUNCIL DECISION

Minute No. 10077

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

That Council receives the report on the application of the Shire of Wyndham East Kimberley Common Seal for the period 18 April to 23 May 2013.

Carried Unanimously 8/0

12.5.2 Delegated Authority Report

DATE:	28 May 2013
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	N/A
AUTHOR:	Debbie McCallum, Governance Officer
REPORTING OFFICER:	Gary Gaffney, Chief Executive Officer
FILE NO:	PL.02.1

PURPOSE

To report to Council on the use of Delegated Authority by Officers for the period 1 to 30 April 2013.

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

No policy implications apply in the preparation of this report.

FINANCIAL IMPLICATIONS

There are no financial implications associated with this item.

STRATEGIC IMPLICATIONS

There are no strategic implications associated with this matter.

COMMUNITY CONSULTATION

Community consultation is not required in relation to this item.

COMMENT

The attached report outlines the use of Delegated Authority by relevant Council Officers for endorsement by Council.

ATTACHMENTS

Attachment 1 – Delegated Authority Report

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council receives the Delegated Authority Report for the period 1 to 30 April 2013

COUNCIL DECISION

Minute No. 10078

Moved: Cr D Ausburn

Seconded: Cr R Addis

That Council receives the Delegated Authority Report for the period 1 to 30 April 2013

Carried Unanimously 8/0

COMMUNITY QUICK GRANTS DELEGATED AUTHORITY APPROVALS – 1 APRIL – 30 APRIL 2013

Approval Date	Organisation	Purpose of Quick Grant	Total Project Cost	Amount Requested	Amount Approved
9/04/2013	Glenn Taylor	Kununurra ½ Marathon	\$5,643	\$566	\$500 and \$66 in-kind

**CERTIFICATE OF DESIGN COMPLIANCE (Form BA03) ISSUED AS THE CERTIFIER FOR THE PERMIT ISSUING AUTHORITY –
01 to 30 April 2013**

APPLIC NO	DATE APPLIC RECD	DATE ISSUED	ASSESS NO.	CERT No	LOCATION	DESCRIPTION
100754	2/10/2012	9/04/2013	A7321P	BA5136	Lot 154 Berkeley Crescent Kununurra	Class 1A dwelling with attached Class 10A deck & carpot
100981	13/03/2013	9/04/2013	A6806P	BA5138	Lot 567 Ivanhoe Road Kununurra	Class 10A Ablution block under existing roof structure
101007	8/04/2013	9/04/2013	A61P	BA5142	Loc 242 Weaber Plain Road Kununurra	Class 10A Rural Machinery Shed

BUILDING PERMITS (Form BA04) ISSUED AS THE PERMIT ISSUING AUTHORITY – 01 to 30 April 2013

LIC#	DATE RECEIVED	DATE LICENCE D	OWNER	BUILDER	LOCATION	DESCRIPTION	NEW/ ADD	EST. VALUE	COMMENT / PROCESSING TIME – WORKING DAYS
029/2013	2/10/2012	9/04/2013	Karen Bartley & Bevan Frisby	Karen Bartley & Bevan Frisby	Lot 154 Berkeley Crescent Kununurra	Class 1A dwelling with attached Class 10A deck & carpot	New	\$350,000.00	
030/2013	13/03/2013	9/04/2013	Darryl Smith	Franmor Constructions	Lot 567 Ivanhoe Road Kununurra	Class 10A Ablution block under existing roof structure	Add	\$ 48,500.00	17/25 assess days
031/2013	8/04/2013	10/04/2013	Ernst-Wilhelm Bloecker t/as Bothkamp Australia Farm	Ernst-Wilhelm Bloecker t/as Bothkamp Australia Farm	Loc 242 Weaber Plain Road Kununurra	Class 10A Rural Machinery Shed	New	\$ 115,000.00	2/25 assess days
								\$ 513,500.00	

**BUILDING PERMITS (BA04), DEMOLITION PERMITS (BA06) AND CERTIFICATES OF DESIGN COMPLIANCE (BA03) & Record Purposes Only (exempt)
ISSUED BY EXTERNAL PERMIT ISSUING AUTHORITIES UNDER BUILDING ACT 2011 S.7(02)
RELATING TO PROPERTIES WITHIN THE SHIRE OF WYNDHAM EAST KIMBERLEY. – 01 to 30 April 2013**

PERMIT NO	DATE OF ISSUE	PERMIT ISSUING AUTHORITY	PROPERTY ASSESS NO.	PROPERTY ADDRESS	DESCRIPTION	BUILDING CLASS	BUILDER	CERTIFICATE OF DESIGN COMPLIANCE ISSUED BY:	CONSTRUCTION VALUE
B2013-2485-0081	22/03/2013	Department of Finance - Building Management and Works	A1231P	Lot 79 Coolibah Drive Kununurra	Class 10A Shade Sails	10A	Gavalan Pty Ltd t/a West Coast Shade	CADDS Group Pty Ltd t/a CADDS Compliance	\$ 65,490.00

DEMOLITION PERMITS (Form BA06) ISSUED AS THE PERMIT ISSUING AUTHORITY – 01 to 30 April 2013

DEMO LIC#	DATE APPLIC RECVD	DATE LICENCE D	ASSE SS NO.	BA RECO RD	OWNER	BUILDER/ DEMOLITIO N CONTRACT OR	DEMO CLASS (1, 2 or 3)	WAD CLASS / LIC NO	LOCATION	DESCRIPTION
DP001/ 2013	18/04/2013	23/04/2013	A1231P	BA5156	Kununurra District High School	Jasper Ord	2	WAD 275 & WARA 232	Lot 79 Coolibah Drive/ Mangaloo Street Kununurra	Demolition & Removal of 5 x Class 9B structures

OCCUPANCY PERMITS (Form BA10) ISSUED – 01 to 30 April 2013

OCCUP PERMIT NO	DATE	BUILDING PERMIT / LICENCE NO	ASSESS NO.	Receipt No	Building Class	OWNER	BUILDER	BRB / OB NO	LOCATION	DESCRIPTION
BA5155	19/04/2013	BP 021/2012	A7103P	N/A prior to 01.04.2012	4	D & C Thornycroft	D & C Thornycroft	Owner/Builder - Not within jurisdiction of Building Services (Registration) Board	Lot 115 (4) Salacca Loop Kununurra	Staged Occupancy - Class 4 Caretakers Quarters with Balcony

OCCUPANCY PERMITS – STRATA (BA12) ISSUED – 01 to 30 April 2013

OCCUP PERMIT NO	DATE	BUILDING PERMIT / LICENCE NO	ASSESS NO.	Receipt No	Buildin g Class	OWNER	BUILDER	BRB / OB NO	LOCATION	DESCRIPTION
BA5144	10/04/2013	BP 211/2009 & AMEND 1	A1141P	N/A prior to 01.04.2012	1A & 3	Kimberley Land Holdings Pty Ltd	Thoroughbred Constructions Pty Ltd		Strata Lot 43 to 60 inclusive Lot 961 (16) Bandicoot Drive Kununurra	Class 1A Residential & Class 3 Residential
BA5145	10/04/2013	BP 211/2009 & AMEND 1	A1141P	N/A prior to 01.04.2012	3 & vacant	Kimberley Land Holdings Pty Ltd	Thoroughbred Constructions Pty Ltd		Strata Lot 61 to 73 inclusive Lot 961 (16) Bandicoot Drive Kununurra	Class 3 Residential

CERTIFICATES OF CONSTRUCTION COMPLIANCE (Form BA17) ISSUED AS THE CERTIFIER FOR THE PERMIT ISSUING AUTHORITY – 01 to 30 April 2013

APPLIC NO	DATE ISSUED	ASSESS NO.	CERT No	BUILDING PERMIT NO	LOCATION	DESCRIPTION
100237	19/04/2013	A7103P	BA5153	BP 021/2012	Lot 115 (4) Salacca Loop Kununurra	Staged Completion - Class 4 Caretakers dwelling & balcony

**NOTICE OF PROPOSED BUILDING ORDER – pursuant to Building Act 2011 Part 8 Division 5 Section s.111 (14 day notice)
– 01 to 30 April 2013**

B/L NO.	DATE	ASSESS NO	OWNER		BUILDER	ADDRESS	DESCRIPTION	ISSUE AT HAND	FOLLOW UP
N/A	30/04/2013	A5908	Murray Schnaars	PO Box 1174 Kununurra Murray.Schnaars@kigroup.com.au Mob: 0438 682 176		Lot 37 Bandicoot Drive Kununurra	Collapsed brick wall	30.04.13 - SM5008 - Notice of proposed Building Order issued	14.05.2013

THERE WAS NO REPORTABLE ACTIVITY FOR THE PERIOD – 01 to 30 April 2013 for the following:

AMENDMENTS TO EXISTING BUILDING PERMIT (Form BA04) ISSUED AS THE CERTIFIER FOR THE PERMIT ISSUING AUTHORITY
 BUILDING APPROVAL CERTIFICATES (Form BA14) ISSUED AS THE CERTIFIER FOR THE PERMIT ISSUING AUTHORITY
 BUILDING APPROVAL CERTIFICATES – STRATA (Form BA16)
 CERTIFICATES OF BUILDING COMPLIANCE (Form BA18) ISSUED AS THE CERTIFIER FOR THE PERMIT ISSUING AUTHORITY
 FORMAL NOTICES RAISED PURSUANT TO THE BUILDING ACT 2011
 SIGN LICENCES

PLANNING DELEGATED AUTHORITY APPROVALS - 1 - 30 April 2013

Application / Delegation Number	Approval Type	Date Received	Owner	Address	Proposed Development	Assess't Number	Approval Date	Approved By
DA23/13	P	7/03/2013	Lincoln Kirby	Lot 199 Chamberlain Drive, Kununurra	Proposed single detached dwelling	7400	9/04/2013	Julia Hall
DA24/13	Signage	7/03/2013	Thorley's Store	Lot 907 Koolinda Street, Wyndham	Replacement of current sign to A frame sign	219	29/04/2013	Julia Hall
DA26/13	HOCC	27/03/2013	Jane & Warren Petz	Lot 657 Welch Street, Wyndham	Home Based Business, JAWrusticART - arts & craft gallery	489	22/04/2013	Julia Hall
DA29/13	P	26/03/2013	Harry Ciccotosto	Lot 911 Koolinda Street, Wyndham	Proposed secure storage for Op-Shop	489	18/04/2013	Julia Hall
DA30/13	P	27/03/2013	Brendan and Paula Fenech	Lot 22A Bull Run Road, Kununurra	New Dwelling	6996	16/04/2013	Julia Hall
DA31/13	P	10/04/2013	Gordon Edward Mock	Lot 11 Pruinosa Street, Kununurra	Change of use - Health Studio	781	24/04/2013	Nick Kearns

COUNCIL DECISION

Minute No. 10079

Moved: Cr J Parker

Seconded: Cr D Ausburn

That Council suspend standing orders 7.5 Limitation of Number of Speeches to discuss item 12.5.3, Councillor Committee Representation.

Carried Unanimously 8/0

5:48pm Council suspends standing orders

COUNCIL DECISION

Minute No. 10080

Moved: Cr J Parker

Seconded: Cr D Ausburn

That Council resume standing orders.

Carried Unanimously 8/0

6:04pm Council resumes standing orders

12.5.3 Councillor Committee Representation

DATE:	28 May 2013
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	N/a
AUTHOR:	Gary Gaffney, Chief Executive Officer
REPORTING OFFICER:	Gary Gaffney, Chief Executive Officer
FILE NO:	GN.06.2

PURPOSE

The purpose of this report is for Council to consider its delegates and representatives to various committees.

BACKGROUND

Council is involved with a large number of committees, some of which are statutory requirements such as the audit committee and CEO review and selection panel, several in-house committees that assist in the decision-making of Council and numerous committees that relate to the community.

The current list of committees and endorsed representatives is provided in the following table:

Councillor Representation on Committees			
No.	Committee Name	Representative /s	Minute No.
<i>Legislated Committees</i>			
1.	Audit and Risk Management – bi-monthly meetings(<i>Local Government Act 1995</i>)	1 Cr J Moulden 2 Cr R Addis 3 Cr D Ausburn 4 Cr J Parker	9601 (18/10/11)
2.	CEO Review and Selection Panel – meets as required (<i>Local Government Act 1995</i>)	1 Cr D Ausburn 2 Cr J Moulden 3 Cr R Addis 4 Cr C Gore Birch-Gault	9608 (15/11/11)
3.	Local Emergency Management Committee (LEMC) – bi-monthly meetings (Emergency Management Act 2005 Sect 38)	1(Kununurra) Cr D Ausburn 1(Wyndham) Cr A Horn	9632 (22/11/11)
4.	Bush Fire Advisory Committee (BFAC) – bi-monthly meetings (Bush Fires Act 1954 - Sect 67)	1 Cr D Ausburn 2 Cr R Dessert	9632 (22/11/11)
5.	Development Assessment Panels – meets as required (<i>Planning and Development Act 2005</i>)	Members: Cr J Moulden Cr D Ausburn Alternative members: Cr J Parker	9632 (22/11/11)

		Cr R Dessert	
Regional Representation			
6.	WALGA Kimberley Zone Council Delegates – quarterly meetings	1 Cr J Moulden 2 Cr J Parker Proxy – Cr C Gore Birch-Gault Proxy – Cr R Addis	9613 (15/11/11)
7.	Regional Collaborative Group – meets as required	1 Cr J Moulden 2 Cr C Gore Birch-Gault Proxy Cr R Addis	9613 (15/11/11)
8.	Kimberley Regional Road Group – twice per year	1 Cr R Dessert	9608 (15/11/11)
9.	North Kimberley Land Care District Council (LCDC) – twice per year	1 Cr K Torres 2 Cr J Moulden	9632 (22/11/11)
Local Representation			
10.	Annual Community Grants Assessment Panel – twice per year	1 Cr D Ausburn 2 Cr J Parker	9632 (22/11/11)
11.	Community and Civic Events Australia Day/Citizenship/Volunteer Awards – once per year and other significant functions	1 Cr D Ausburn 2 Cr A Horn	9608 (15/11/11)
12.	Kununurra Community Library Committee – 6 monthly	1 Cr Gore Birch-Gault 2 Director Community Development	9632 (22/11/11)
13.	Disability Access and Inclusion Planning Committee – annual meetings	1 Cr D Ausburn 2 Cr C Gore Birch-Gault	9632 (22/11/11)
14.	Roadwise Committee – bi-monthly meetings	1 Cr J Moulden 2 Cr J McCoy Proxy Cr J Parker	9632 (22/11/11)
15.	East Kimberley Visitor Centre – monthly meetings	1 Cr D Ausburn	9632 (22/11/11)
16.	SWEK Liquor Accord Kununurra – 6 weekly	1 Cr D Ausburn 2 Cr J Moulden 3 Cr C Gore Birch-Gault	9632 (22/11/11)
17.	Community Resource Centre – monthly	1 Cr J Parker	9632 (22/11/11)
18.	SWEK DoW Foreshore Committee – quarterly meetings	1 Cr J Moulden 2 Cr K Torres	9632 (22/11/11)
Officer Representation			
19.	Australian Airport Owners Association – twice yearly	1 Chief Executive Officer	9632 (22/11/11)
20.	Ord Valley Events – meets as required	1 Chief Executive Officer	9632 (22/11/11)

Two Councillors have resigned from Council since these endorsements – Councillors Horn and Torres - and two new Councillors were elected in February of this year – Councillors Kelly and Learbuch.

The resignation of Councillors Horn and Torres affects 4 of the 20 committees; however, given the substantial time since the previous nominations, Council may wish to review other nominations.

STATUTORY IMPLICATIONS

Appointments to official Committees of Council are bound by the rules and regulations of the *Local Government Act 1995* Section 5.10.

Membership to the Kimberley Development Assessment Panel is done in line with the *Planning and Development Act 2005* and the Western Australian Planning Commission was notified of the most recent appointments in December 2012.

POLICY IMPLICATIONS

Council policies in relation to reimbursements of costs incurred while undertaking the role of Councillor are relevant to this matter.

FINANCIAL IMPLICATIONS

There are no financial implications associated with this item.

STRATEGIC IMPLICATIONS

This is an operational function of the organisation and there are no direct strategic implications associated with these endorsements.

COMMUNITY CONSULTATION

Community consultation is not required in relation to this item.

COMMENT

Council policies in relation to reimbursements of costs incurred while undertaking the role of Councillor are relevant to this matter.

ATTACHMENTS

There are no attachments associated with this report.

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council endorses the following Councillor representation on Committees:

- 1) Audit and Risk Management
 - a) Representative 1
 - b) Representative 2
 - c) Representative 3
 - d) Representative 4

- 2) CEO review and selection panel
 - a) Representative 1
 - b) Representative 2
 - c) Representative 3
 - d) Representative 4

- 3) Local Emergency Management Committee (LEMC)
 - a) Representative 1 - Wyndham
 - b) Representative 1 - Kununurra

- 4) Bush Fire Advisory Committee (BFAC)
 - a) Representative 1
 - b) Representative 2

- 5) Development Assessment Panels
 - a) Representative 1
 - b) Representative 2
 - c) Proxy 1
 - d) Proxy 2

- 6) WALGA Kimberley Zone Council Delegates
 - a) Representative 1
 - b) Representative 2
 - c) Proxy 1
 - d) Proxy 2

- 7) Regional Collaborative Group
 - a) Representative 1
 - b) Representative 2
 - c) Proxy 1

- 8) Kimberley Regional Road Group
 - a) Representative 1

- 9) North Kimberley Land Care District Council
 - a) Representative 1
 - b) Representative 2

- 10) Annual Community Grants Assessment Panel
 - a) Representative 1
 - b) Representative 2

- 12) Kununurra Community Library Committee
 - a) Representative 1
 - b) Representative 2

13) Disability Access and Inclusion Planning

- a) Representative 1
- b) Representative 2

14) Roadwise Committee

- a) Representative 1
- b) Representative 2
- c) Proxy 1

15) East Kimberley Visitor Centre

- a) Representative 1

16) SWEK Liquor Accord Kununurra

- a) Representative 1
- b) Representative 2
- c) Representative 3

17) Community Resource Centre

- a) Representative 1

18) SWEK DoW Foreshore Committee

- a) Representative 1
- b) Representative 2

19) Environmental Sustainability Committee

- a) Representative 1
- b) Proxy 1

20) Australian Airport Owners Association

- a) Representative 1

21) Ord Valley Events

- a) Representative 1

2 nominations were received for CEO review panel, Cr Jane Parker and Cr Maryanne Kelly.

Cr Parker – 7 votes

Cr Kelly – 1 vote

Moved: Cr R Addis

Seconded: Cr Gore-Birch Gault

COUNCIL DECISION

Minute No. 10081

Moved: Cr J Parker

Seconded: Cr D Ausburn

That Council endorses the following Councillor representation on Committees:

1) Audit and Risk Management

- a) Representative 1 – Cr John Moulden
- b) Representative 2 – Cr Ralph Addis
- c) Representative 3 – Cr Di Ausburn
- d) Representative 4 – Cr Jane Parker

2) CEO review and selection panel

- a) Representative 1 - Cr Di Ausburn
- b) Representative 2 – Cr John Moulden
- c) Representative 3 – Cr Jane Parker
- d) Representative 4 – Cr Cissy Gore-Birch Gault

3) Local Emergency Management Committee (LEMC)

- a) Representative 1 – Wyndham – Cr Jackie McCoy
- b) Representative 1 – Kununurra – Cr Di Ausburn

4) Bush Fire Advisory Committee (BFAC)

- a) Representative 1 – Cr Di Ausburn
- b) Representative 2 – Cr R Dessert

5) Development Assessment Panels

- a) Representative 1 – Cr John Moulden
- a) Representative 2 – Cr D Ausburn
- b) Proxy 1 – Cr Jane Parker
- c) Proxy 2 – Cr Raymond Dessert

6) WALGA Kimberley Zone Council Delegates

- a) Representative 1 – Cr John Moulden
- b) Representative 2 – Cr Jane Parker
- c) Proxy 1 – Cr Di Ausburn
- d) Proxy 2 – Cr Ralph Addis

7) Regional Collaborative Group

- a) Representative 1 – Cr John Moulden
- b) Representative 2 – Cr Jane Parker
- c) Proxy 1 – Cr Ralph Addis

- 8) Kimberley Regional Road Group
 - a) Representative 1 – Cr Raymond Dessert
- 9) North Kimberley Land Care District Council
 - a) Representative 1 – Cr Cissy Gore-Birch Gault
 - b) Representative 2 – Cr John Moulden
- 10) Annual Community Grants Assessment Panel
 - a) Representative 1 – Cr Di Ausburn
 - b) Representative 2 – Cr Jane Parker
- 11) Kununurra Community Library Committee
 - a) Representative 1 – Cr Cissy Gore-Birch Gault
 - b) Representative 2 – Director Community Development
- 12) Disability Access and Inclusion Planning
 - a) Representative 1 – Cr Di Ausburn
 - b) Representative 2 – Cr Raymond Dessert
- 13) Roadwise Committee
 - a) Representative 1 – Cr Don Learbuch
 - b) Representative 2 – Cr John Moulden
 - c) Proxy 1 – Cr J Parker
- 14) East Kimberley Visitor Centre
 - a) Representative 1 – Cr Di Ausburn
- 15) SWEK Liquor Accord Kununurra
 - a) Representative 1 – Cr Di Ausburn
 - b) Representative 2 – Cr John Moulden
- 16) Community Resource Centre
 - a) Representative 1 – Cr Jane Parker
- 17) SWEK DoW Foreshore Committee
 - a) Representative 1 – Cr John Moulden
 - b) Representative 2 – Cr Raymond Dessert
- 18) Australian Airport Owners Association
 - a) Representative 1 – Chief Executive Officer
- 19) Ord Valley Events
 - a) Representative 1 – Chief Executive Officer

Carried Unanimously 8/0

12.5.4 Economic Development and Events Investment

DATE:	28 May 2013
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	N/a
AUTHOR:	Janet Takarangi Economic Development Officer
REPORTING OFFICER:	Gary Gaffney, Chief Executive Officer
FILE NO:	ED.10

PURPOSE

In the 2012/13 budget Council agreed to make available \$55,000 to support economic development and \$ 80,000 for events. The Economic Development policy approved by Council in April 2011 resolved to make funding available, separate to the community development budget. Council also requested that regular reporting occur to demonstrate how funds were utilised.

An event investment policy was requested by Council with the same requirement to provide an update report for Council.

This report provides an update for Council on activities undertaken under this Policy and the type of investments made.

BACKGROUND

For the financial year 2012/13 the following direct investments have been made by the Shire:

DATE	ACTIVITY	AMOUNT	COMMENT
September 23 to 27 2012	National Rangelands Conference	\$10,000	<p>Silver Sponsor of this event Opportunity was taken for regional promotion including A display (backdrop of the Shire / regional banners) at the Welcome Function</p> <p>Provision of Shire material (as previously discussed) for inclusion in the delegate satchels</p> <p>Access to a counter / desk at the Airport to enable conference staff to handle incoming delegate enquiries and advise details of coach transfer arrangements</p> <p>A display of regional banners (or similar items) in Passenger Arrival area at Airport Looped DVD on Airport TVs showcasing pastoral station Kachana</p>

			<p>Station.</p> <p>Opening address by Shire President.</p> <p>Working with Conference organisers to ensure promotion of the event was undertaken including promotion on SWEK website and Facebook page and contact with Ord Land and Water staff. Follow-up liaison between DEC and SWEK was undertaken to see if there could be a regional focus on a ranger network.</p> <p>http://www.austrangesoc.com.au for copies of papers.</p>
2012	Shire of Wyndham East Kimberley Small Business Awards	\$4545	First year that it was negotiated that the Shire would have naming rights to the event. Staff were involved in working with organisers on a range of activities. An East Kimberley business, Ecoefficient Homes, went on to win the State Awards.
February 2013	Australia Regional Tourism Network (ARTN) subscription	\$291.65	There was a possibility of the Shire partnering with Tourism Western Australia and ARTN accessing Federal funding to undertake an in-depth destination management plan. Joining ARTN was seen as a prudent investment in preparation for this. However Federal funding was not successful. (See later project Tourism Action Plan)
April 2013	Cultural Event China. Aboriginal Art Exhibition	\$10,000	Arranged by Regional Development and Lands (RDL) the Shire was invited to participate and support the Cultural Event in Shanghai.
May 2013	Waringarri Tourism Radio	\$750.00	Up until recently Waringarri Tourism Radio was running a promotional extract with past President Fred Mills. New staff at the radio station have approached the Shire with a view to revamping how the Shire can use resources available. The \$750 investment will

			provide a 30 second advertisement run 6570 times per year. Other free services will also be on offer.
April 2013	Small Plane Landing fee.	\$780	The Shire was approached by a Cessna Club involving some 50 planes and 70 people visiting the area. The estimated economic benefit was seen to be \$70,000 for a small waiver of landing fees. The new aerial highway promotional material developed by Tourism WA was shared and it is hoped return visits will occur. The fee will be transferred to the Airport budget.
June 2013	East Kimberley Tourism Action Plan	\$10,000	Following the decision by Federal Government to not fund ARTN Tourism WA who was investing in the original plan contacted the Shire to say that their investment stood if we wanted to work with them in developing an East Kimberley Tourism Plan. This offer was accepted as it is in line with the Corporate Business Plan to enhance and expand tourism opportunities and improve access to significant tourism destinations. A total budget of \$50,000 has been made available to a group of consultants with the RFP closing 16 May. A Steering group made up of Tourism WA, Kimberley Development Commission, Australia's Northwest, Department of Environment and Conservation, Kununurra Visitor Centre, Kununurra Chamber of Commerce, WAITOC (Western Australian Indigenous Tourism Operators) and SWEK have had one conference call and signed off on the process and project specifications. Council were briefed on the original concept 27 November 2012.
12/13	Financial contribution to the Kununurra Visitor	\$10,000	Yet to be invoiced but refers to a previous agreement whereby the Visitor Centre was supported

	Centre		on a reducing amount annually, this year is \$10,000 and next year is \$5000 and then ceases. It has been allocated to this fund starting in 2011/12.
Total investment to date		\$46,366.65	

All applicants for the Economic Development funding have been required to make contact with the Shire before the event or activity, outlining the purpose of the application and what the regional benefits are. The approved Investment assessment sheet has been completed and face to face meetings held with the applicants. In most cases fixed price support has been given or applicants have carried the cost and then invoiced the Shire. Shire branding has been achieved and sponsorship acknowledged.

Funding for events is linked to the event approval process run by a multidisciplinary team within Council. It was agreed in the policy that funding would not be released until the event had been approved and information on this funding approval pre-requisite has been notified to agreed applicants. This step was an outcome of the review following the Race to the Planet event and the need to ensure all compliance requirements were met. This now means that event organisers must engage early in the planning process.

Budgeted events are as follows:

- Barramundi Concert \$10,000
- Ord Valley Muster \$40,000
- Stars on the Bastion (to be determined)
- Kimberley Writers Festival (to be determined)

STATUTORY IMPLICATIONS

There are no statutory implications associated with this report.

POLICY IMPLICATIONS

The investment policies for both Economic Development and Event Investment will be reviewed and brought back to Council for approval.

FINANCIAL IMPLICATIONS

There are no financial implications associated with this item.

STRATEGIC IMPLICATIONS

This report is in line with Goal 2, Greater returns from regional investment to ensure sustainable provision of appropriate physical and social infrastructure in the Shire's Strategic Community Plan.

COMMUNITY CONSULTATION

Community consultation is not required in relation to this item.

COMMENT

The process of placing event and project investment inside a framework is new for the Shire and the planned policy review will enable improvements to be made as required.

ATTACHMENTS

There are no attachments associated with this report.

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council notes the Economic Development and Investment Report

COUNCIL DECISION

Minute No. 10082

Moved: Cr J Parker

Seconded: Cr R Addis

That Council notes the Economic Development and Investment Report

Carried Unanimously 8/0

12.5.5 Tanami Action Group

DATE:	28 May 2013
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	N/a
AUTHOR:	Megan Callus Executive Assistant
REPORTING OFFICER:	Gary Gaffney, Chief Executive Officer
FILE NO:	RD.15

PURPOSE

For Council to consider an invitation for membership to Tanami Action Group as requested by Phillip Hams, Chairman Tanami Action Group.

BACKGROUND

The Tanami Action Group was formed by the Central Kimberley Chamber of Commerce to carry on the outstanding roadwork and lobbying that the Shire of Halls Creek has previously undertaken to have the Tanami Road sealed and upgraded to a freight corridor of National Highway standard.

The group's strategy includes:

1. Generating operating revenue in the form of paid memberships from stakeholders to fund attendance at meetings, research, collection of resources and community consultation.
2. Proposing the reclassification of the Tanami Road as a Class 3 State Road with WA Main Roads funding all maintenance and works along the road to the WA border.
3. Lobby Federal and State Government for funding to complete the upgrade and sealing in stages.

The Shire has been invited to pay a membership fee of \$10,000 for the 2013/2014 financial year.

STRATEGIC IMPLICATIONS

The Shire's Strategic Community Plan under Strategy 2.2.9 supports improvements to transport infrastructure, particularly for heavy haulage and shipping.

STATUTORY IMPLICATIONS

There are no statutory implications with regards to this report.

POLICY IMPLICATIONS

There are no policy implications with regards to this report.

FINANCIAL IMPLICATIONS

The Shire has not budgeted the cost of this membership. There are no funds available.

COMMUNITY CONSULTATION

No community consultation has taken place with regard to this matter. The matter has been raised at the Kimberley Zone Group.

COMMENT

The Tanami Action Group has also sent a similar request for support to the Kimberley Zone and this is on the agenda for discussion in June.

ATTACHMENTS

Attachment 1 – Letter of Membership Request from Tamami Action Group and proposal
Attachment 2 – Letter to Tanami Action Group declining the invitation for membership

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council writes a letter to the Tanami Action Group noting its support within the wider context of all Kimberley roading but declines the invitation to join the Tanami Action Group.

COUNCIL DECISION

Minute No. 10083

Moved: Cr D Ausburn

Seconded: Cr D Learbuch

That Council writes a letter to the Tanami Action Group noting its support within the wider context of all Kimberley roading but declines the invitation to join the Tanami Action Group.

Carried Unanimously 8/0

30 APR 2013
I-18133

26th April 2013



John Moulden
President
Shire of Wyndham East Kimberley

Dear John

As you would be aware the Central Kimberley Chamber of Commerce has recently formed the Tanami Action Group (TAG) to carry on the outstanding work that the Shire of Halls Creek has previously undertaken to have the Tanami Road sealed and upgraded to a freight corridor of National Highway standard.

The strategy proposed by the TAG is a 3 pronged approach involving

- Engaging stakeholders not only from the local area along the Tanami but also throughout the Kimberley and Central Australian region as well as investors who are based throughout Australia. This engagement will take the form of a paid membership, a newsletter subscription and a comprehensive database for communications. Stakeholders will be invited to join as members from various industry groups, small business, individuals and all tiers of Government.
- Have the Tanami Road reclassified as a Class 3 State Road with WA Main Roads funding all of the maintenance and works along the length of the Tanami Road to the WA border.
- Lobby the Federal and State Government for funding to complete the upgrade and sealing in stages.

We invite the Shire of Wyndham East Kimberley to lead the way by engaging as a stakeholder and paying the full membership fee of \$10,000 for the 2013 / 2014 financial year.

This membership fee will be used to fund the TAG strategy including attending meetings, collating resources, consultation with communities and researching predicted benefits and outcomes.

Yours Sincerely

Phillip Hams
Chairman
Tanami Action Group

Application for Membership



Membership fee:
\$10,000 Government
\$5,000 Industry Bodies and large business
 (more than 25 employees)
\$1,000 Small Business
 (less than 25 employees)
\$200 Individuals

A 10% discount applies to small business and individuals who are current members of the CKCOC

Application Details			
Applicant Name:			
Registered Business Name:			
Business Trading Name:			
Business Address:			
Postal Address:			
ABN:			
Email:			
Would you like to receive regular email updates?	<input type="checkbox"/>	YES	
	<input type="checkbox"/>	NO	
Telephone:			
Fax:			
Mobile:			
Industry:			
Please tick as appropriate			
Government \$10,000	<input type="checkbox"/>	Small Business (less than 25 employees) \$1,000	<input type="checkbox"/>
Industry Bodies and large business (more than 25 employees) \$5,000	<input type="checkbox"/>	Individual \$200	<input type="checkbox"/>

I _____ of _____
Applicant Name Business Name
 apply to become a member of the Tanami Action Group

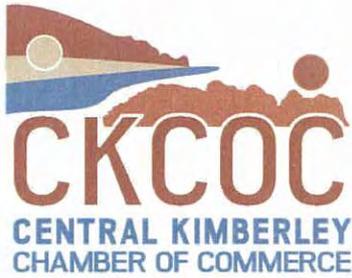
Signature: _____ Date: _____

Once you have completed your membership form, please return to
PO Box 18 Halls Creek WA 6770
tanami@ckcoc.com.au

Tax Invoice
 GST is not applicable

Membership is valid from the 1st of July until the 30th of June.
 The Tanami Action Group is a part of the Central Kimberley Chamber of Commerce
 Payment can be made by cheque (payable to Central Kimberley Chamber of Commerce)
 EFT – Bank: Commonwealth BSB: **066 530** Account No: **10 324 744**
 Please use your business name as the reference.
 Central Kimberley Chamber of Commerce ABN 79 510 209 292





The
Tanami Action Group
Tanami Road
Project Proposal
for the
Shire of
Wyndham East Kimberley

26th April 2013



Project details

Description:

The Tanami Road is 1,077 kms long with 753 kms remaining unsealed between Halls Creek, WA and Yuendumu, NT. This unsealed section covers both sides of the Western Australian and Northern Territory borders.

The Tanami Road will serve as a major arterial road connecting freight, services, defence and tourists in South Eastern Australia with the Kimberley.

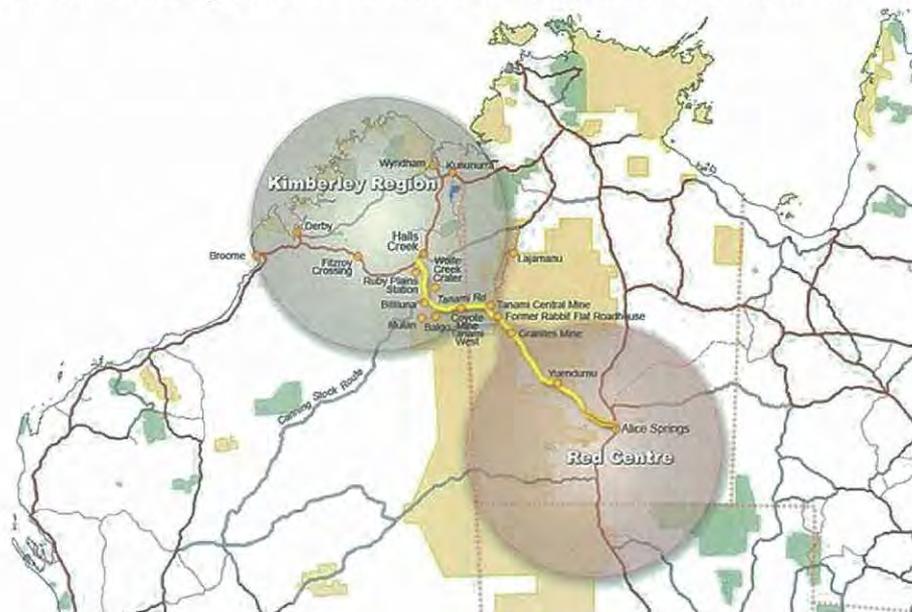
Realistically the upgrade to the Tanami Road may not be completed in the next decade, but if we are to have sustainable growth in the Kimberley we need to plan now for the key infrastructure required in ten years' time.

Project owner:

Tanami Action Group

Since the early 1990s, the Shire of Halls Creek has explored options to upgrade and seal the Tanami Road. In 2012 the Central Kimberley Chamber of Commerce formed a subcommittee – the Tanami Action Group to take over the project for the benefit of the whole Kimberley region.

The purpose of the Tanami Action Group is to engage stakeholders from the Kimberley, Western Australia, Northern Territory and industry to lobby the Federal Government for funding and assistance to upgrade and seal the Tanami Road.



Stakeholder analysis:

A number of Stakeholder groups have been identified who will be engaged with the project and can expect to see significant benefits during and upon completion of the project.

These stakeholder groups include:

- Traditional Owners and Aboriginal Communities
- Mining companies
- Freight companies
- Tourism services and tourism providers
- Agriculture (pastoral stations, cropping, horticulture, fisheries and National Parks and wildlife management)
- Economic Development (Chambers of Commerce, regional business support networks, skills and training, new business opportunities, construction, contractors, industry groups, and investors)
- Government Agencies (Federal, State, Territory, Local and related groups)
- Media

Coordinators from throughout the Kimberley have been engaged to liaise with and represent each stakeholder group.



Indicative budget:

There are two budgets to consider when analysing the Tanami Road project.

Firstly a budget must be allocated to the Tanami Action Group for the purpose of engaging stakeholders, conducting feasibility studies and lobbying State, Territory and Federal government.

This budget will need to accommodate:

- Promotional material
- Stationery such as business cards, uniforms
- Office space including phone, internet and utilities
- Travel – flights, vehicles
- Accommodation
- Attendance at conferences (delegate fees, trade stand fees)
- Staff wages
- Contractor fees to conduct feasibility studies and reports
- Auxiliary costs such as meals

It is for this budget that the Tanami Action Group seeks the financial support of the Shire of Wyndham East Kimberley through paid membership.

Secondly a budget must be allocated to the actual completion of the project. The upgrade and sealing of the Tanami Road would see the entire road sealed to a National Highway Standard 8 meters wide.

This is estimated by Main Roads WA to cost between \$500,000 and \$750,000 per kilometre depending on the specific section being upgraded and sealed. The total estimated cost is approximately \$564,750,000.

Estimated start and finish dates:

The Tanami Action Group has commenced to lobby for Government funding to have the road upgraded and sealed.

It is estimated that depending on the outcome of future Government elections it may take up to 5 years to secure funding.

For the completion of the upgrade and sealing 10 years should be considered a modest time frame.

Project team:

The Central Kimberley Chamber of Commerce has formed a subcommittee called the Tanami Action Group.

The Chair of the Tanami Action Group is Phillip Hams of Go Go Station near Fitzroy Crossing. Phil has had extensive experience managing projects of this scope before and has extensive networks within numerous stakeholder industry groups and Government departments. Phil is exceptionally passionate about the future of the Kimberley and the role that a direct freight corridor along the Tanami will play in the development of the region.

The vice chair of the Tanami Action Group is Jamie Savage. Jamie is also the vice chair of the Central Kimberley Chamber of Commerce and a business owner who has spent his life living on the Tanami and servicing the communities and businesses who reside there.

Spokesperson for the Tanami Action Group is Lara Wilde, Economic Development Officer for the Shire of Halls Creek. Funded by the Shire, Lara coordinates much of the activity and prepares resources for the project.

Besides this core team of Central Kimberley Chamber of Commerce members, a secondary project team has been created to engage, liaise and represent each of the stakeholder groups.

- Traditional Owners and Aboriginal Communities: Lee Bevan, KLC Board Member
- Mining companies: Phil Hams of Fitzroy Crossing
- Freight companies: Phil Hams of Fitzroy Crossing
- Tourism services and tourism providers: Chris Telenta, Board member of the Visitor Centre Association of WA
- Agriculture (pastoral stations, cropping, horticulture, fisheries and National Parks and wildlife management): Phil Hams of Fitzroy Crossing
- Economic Development (Chambers of Commerce, regional business support networks, skills and training, new business opportunities, construction, contractors, industry groups, and investors): Tony Proctor of the Broome Chamber of Commerce
- Government Agencies (Federal, State, Territory, Local and related groups): Lara Wilde Economic Development Officer, Shire of Halls Creek
- Media: Lara Wilde Economic Development Officer, Shire of Halls Creek

As the project develops, those roles currently filled by Phil Hams and Lara Wilde will be replaced by new team members who have the networks, passion and resources to make a positive contribution.

Project outputs and objectives – including benefits analysis:

Currently the majority of traffic traveling from South Eastern States to the Kimberley has a choice of either:

- Traveling along the Stuart Highway through Alice Springs, Katherine and then across to Kununurra, or
- Traveling across the Nullarbor before heading north along the west coast to Broome.

The option of traveling via the Tanami Road has massive savings for some Kimberley centres.

Distance from Adelaide	Via the Tanami	Via Katherine	Via the West Coast
HALLS CREEK	2,576 km	3,584 km	5,044 km
BROOME	3,227 km	4,268 km	4,360 km
DERBY	3,091 km	4,133 km	4,582 km
KUNUNURRA	2,936 km	3,226 km	5,404 km

There are significant traffic numbers traveling through the Kimberley each day and much of this traffic could be diverted along the Tanami Road saving time and money, savings which will be passed on to businesses and residents.

ROAD	Number of vehicles daily	Percentage of Heavy vehicles
Derby Road (North of the Great Northern Hwy)	440	16.2%
Great Northern Hwy (South of Derby Hwy)	250	47.4%
Great Northern Hwy (East of Derby Hwy)	320	51.5%
Great Northern Hwy (South of Victoria Hwy)	390	24.3%
Victoria Hwy (East of Great Northern Hwy)	850	18.5%
Tanami Road	166	13.7%



A direct freight corridor linking South East Australia with the Kimberley will allow growth and development in a number of industries including:

- Construction: would not only benefit from the project itself supplying the road, housing and infrastructure for the 300 plus men work crew; but also by reducing freight costs for the delivery of materials for other projects throughout the Kimberley.
- Mining: currently mining is the biggest economic contributor to the Kimberley Region. In 2011 mining had an output valued at \$1.159 billion and there has been a steady growth in this sector over the last 5 years. A direct arterial route will not only reduce freight costs for supplies brought in but also for product shipped out. For those mining companies based along the Tanami Road, sealing and upgrading the road will have a significant impact on their operational costs.
- Tourism: In 2010, tourism employed 2,171 people and generated approximately \$265 million with 235,000 tourists visiting the region. The sealing and upgrading of the Tanami not only makes attractions such as Wolfe Creek Crater more accessible and safer, but it also provides another route into the Kimberley region.
- Agriculture: Approximately \$200 million is contributed to the Kimberley economy each year through Pastoral Stations, Horticulture and broad acre crops. The instability of the live export trade demands an efficient route to South Eastern markets for the viability of pastoral stations and the welfare of livestock. New agricultural projects in the La Grange project, the Fitzroy Valley and the Ord Valley will require machinery, resources and supplies from South Eastern States and a freight corridor to take their produce to the heavily populated South Eastern markets.
- Social service delivery: By improving the road to remote communities along the Tanami, Government departments and non-government organisations will be able to deliver services in a safer and more cost effective manner meaning that not only will services be improved but in some cases they will be available for the first time.
- Economic Development: Businesses throughout the Kimberley region will access opportunities as a result of the Tanami Road being sealed. As a part of the construction project communities will need to be strengthened, locals will be trained and jobs will be created.

Business impact analysis – including Council resources, other activities, ICT:

The majority of the business impact is currently on the Shire of Halls Creek. Since the 1990s the Shire has been committed to upgrading the Tanami Road and delivering outcomes to the Kimberley. Recently, they have engaged consultants to complete an Economic Impact Study and have assigned a staff member to assist the Tanami Action Group.

With financial support from stakeholders, the Tanami Action Group will provide all of the necessary resources, ICT and other activities.

Project delivery options:

There are a number of options available to complete the project including

- engaging investors and having the road built as a toll road;
- having the road upgraded to a better class of dirt road; and
- funding the road in stages through the Shire of Halls Creek.

The preferred option is:

- Engage stakeholders at all levels
- Apply to Main Roads WA to have the Tanami Road reclassified as a State road
(Class 3: Those roads that are, or will be: the connection between towns and important centers; the connection between important centers with significant interactions; the connection between important centers and Class 1 and 2 roads; or the main access to areas of regional tourist or recreational significance.)
- Lobby Federal Government for funding to complete the road in as few stages as possible to an 8m wide road meeting National Highway standards.

Roles and responsibilities:

The Tanami Action Group takes the role of Regional Lobby Group and will be responsible for driving the project through engagement of stakeholders, preparation of resources and delivery of results.

The Shire of Wyndham East Kimberley is asked to become a member and to support the Tanami Action Group financially.

Funding partners

Funding for the operation of the Tanami Action Group will be sourced through memberships from engaged stakeholders according to the following pricing structure.

\$10,000 per Local Government

\$5,000 Industry Bodies and large business (more than 25 employees)

\$1,000 Small Business (less than 25 employees)

\$200 Individuals

A 10% discount applies to small business and individuals who are current members of the CKCOC

Funding will also be sourced through State, Territory and Federal Government funding programs and investors.

Funding for the upgrade and sealing of the Tanami Road will be sourced through various Government funding programs.

Operational costs for the Tanami Action Group to effectively engage stakeholders and lobby Government to have the Tanami Road upgraded and sealed are estimated to be the following per annum.

ITEM	ESTIMATED COST
Promotional material	\$5,000
Stationery such as business cards, uniforms	\$2,500
Office space including phone, internet and utilities	\$40,000
Travel – flights, vehicles	\$30,000
Accommodation	\$10,000
Attendance at conferences (delegate fees, trade stand fees)	\$20,000
Staff wages and on costs	\$50,000
Contractor fees to conduct feasibility studies and reports	\$15,000
Auxiliary costs such as meals	\$5,000
Total estimated cost	\$177,500

Initial project scheduling:

Tanami Action Group Initial Project Scheduling			
	Start Date	Duration (weeks)	End Date
Engage stakeholders	Feb-13	182	Aug-16
Planning and consultation	Feb-13	13	May-13
Data collation	Feb-13	13	May-13
Raise the profile of the project through traditional and social media	Feb-13	200	Dec-16
Lobby for government and industry support	Feb-13	156	Feb-16
Reclassification submission	Jun-13	26	Dec-13
Apply for funding	Mar-13	157	Mar-16
Commencement funding granted	Jun-13	31	Jan-14
Road work commences	Feb-14	4	Mar-14
Completion funding granted	Nov-14	4	Dec-14
Tanami upgrade and sealing is completed	Feb-14	522	Feb-24

Risk assessment:

There are no significant risks directly to the Shire of Wyndham East Kimberley or the individual Council members.

Key performance indicators:

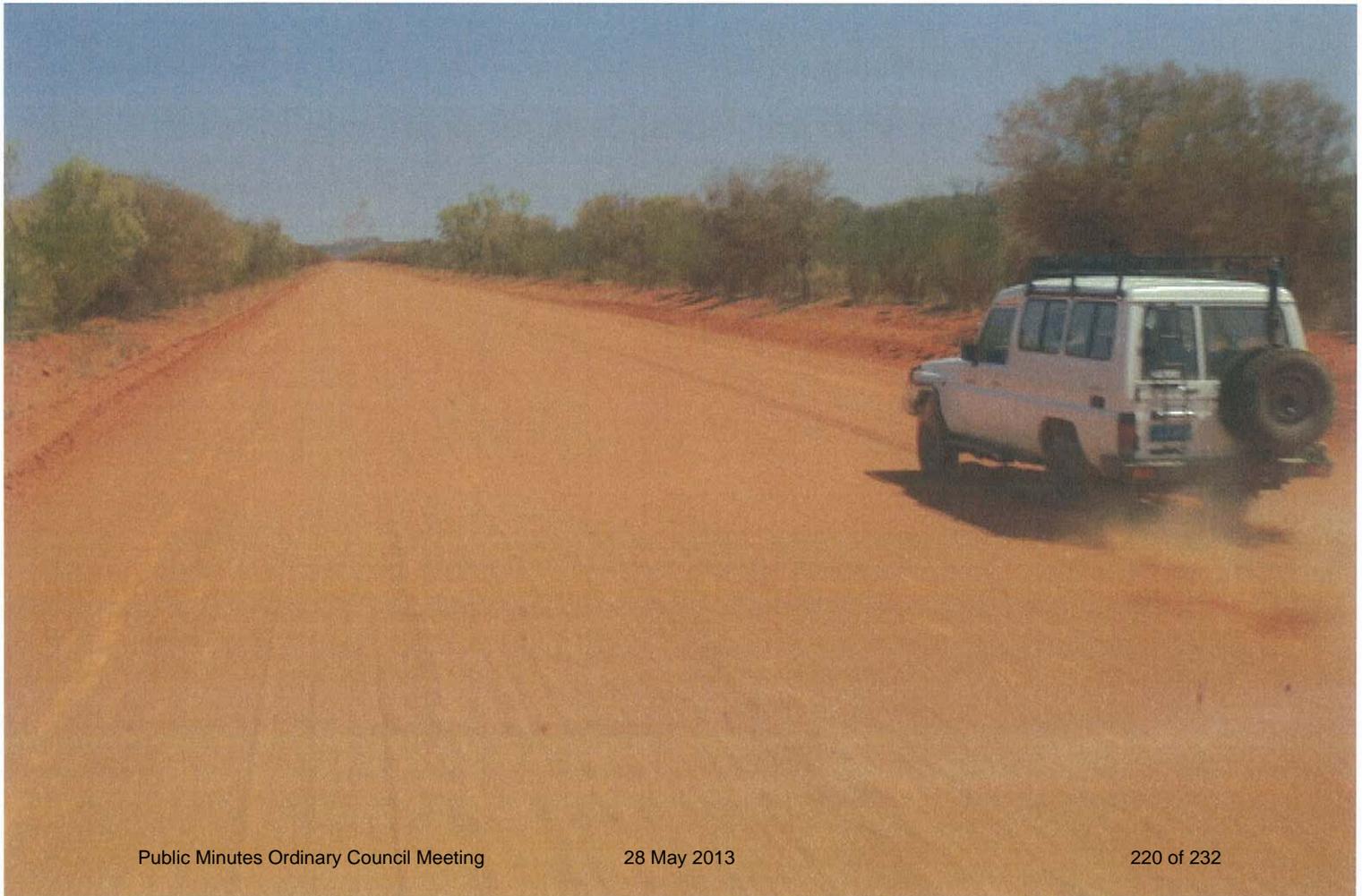
- Financial membership from key stakeholders so that the budget is provided.
- Confirmation that the Tanami Road is reclassified as a Class 3 State Road.
- Confirmation that funding is secured to commence work to upgrade and seal the Tanami Road.
- Confirmation that funding is secured to complete work to upgrade and seal the Tanami Road.





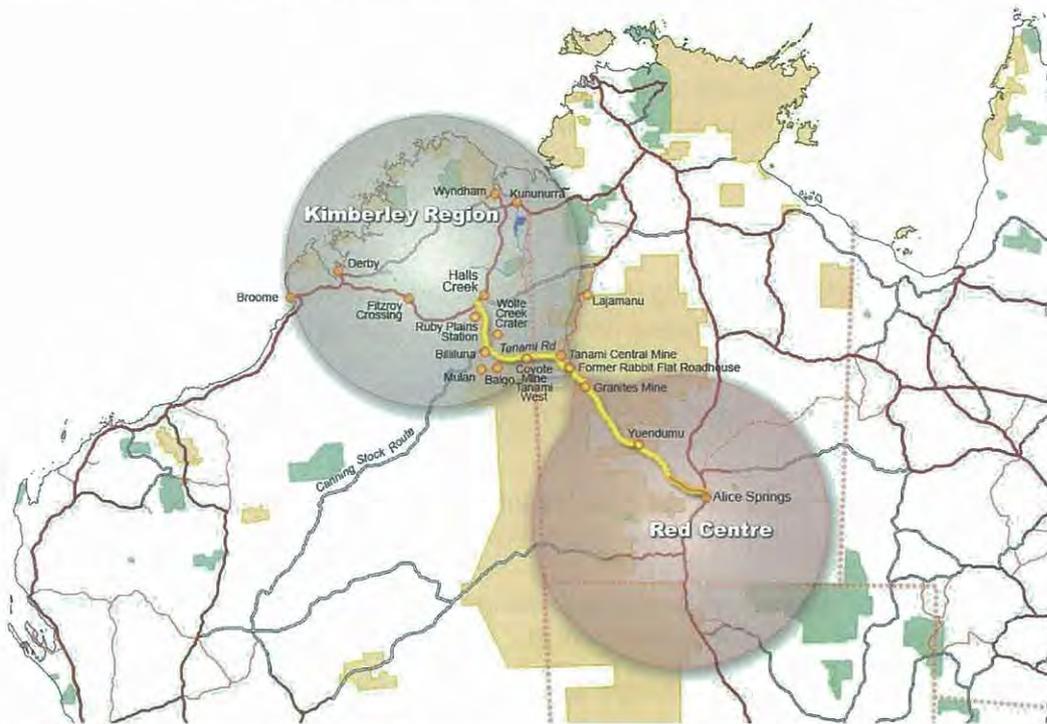
For more information
please contact:

tanami@ckcoc.com.au



Economic Benefits of Upgrading the Tanami Road

A Highway to Prosperity for the Kimberley Region and the Broader Australian Economy



The Tanami Road runs 1,015 km from a turnoff from the Great Northern Highway, 16km west of Halls Creek in the Kimberley region, in a south and south eastern direction to a junction with the Stuart Highway, 19km north of Alice Springs (see **Map above**).

In 2009 the Shire of Halls Creek commissioned Cummings Economics to conduct an economic impact study on a proposed upgrade of the Tanami Road to a sealed standard appropriate to an inter-state transport route. We do not believe that taxpayers' money should be allocated to those capital projects whose supporters have the loudest voices or the most effective lobbyists; such investment decisions should be made on the basis of sound economic analysis, with competing projects being ranked on a monetised cost-benefit basis.

The economic impact study demonstrated that an investment in upgrading the Tanami Road as proposed would have very robust economic multipliers across a range of discount rates. The study was well received, and the project enjoys very broad support across the Kimberley and Red Centre regions as well as elsewhere from those who understand the potential benefits to the broader Australian economy.

The costs per kilometre used in the 2009 economic impact study were mainly at a cost of construction that local authorities would incur if constructing to their standards. The Territory and West Australian Governments requested that it be revised at costs per km typically incurred by them in constructing roads to their standards. So the study was updated in 2011 using costs accepted by Main Roads WA, and the updated economic impact study shows that **even at the costs accepted by Main Roads WA, this project is a very sound investment.**

SUMMARY OF MAIN FINDINGS

- The study looks at the impacts of upgrading the 753km of currently unsealed road from Halls Creek to Yuendumu. (For the purposes of this study, it is taken that the sealing of the last remaining unsealed section from Alice Springs to Yuendumu is already committed.)
- The upgrading will benefit activity along the road including:
 - = Major mining operations with an output value when current expansion is completed of close to \$1 billion per annum.
 - = Substantial indigenous communities.
 - = Tourism and pastoral industries.
- The main benefit of the upgrading will be the opening up of a much shorter route with savings of up to 1,100km between the Kimberley region and the Red Centre/Alice Springs area.
 - = This will result in major savings for tourism and inter-regional inbound freight movements.
 - = It will also have significant benefits for the cattle industry and for transport of horticulture produce from the Ord to southern markets.
- Apart from “direct” savings of operating costs and travel times, upgrading of the road will have significant “wider economic benefits” including:
 - = Secondary efficiency savings as a result of less road closures and other factors for the large mining operations along the road.
 - = “Regeneration” effects of creating employment in indigenous communities along the road and saving substantial income and other support expenditure in indigenous communities.
- There will be defence ramifications in providing a more direct interior route to support operations in Australia’s north west, especially in light of current concerns to strengthen defence presence in relation to the large offshore gas developments in this area.
- The Kimberley area is poised to record strong growth of mining activity over the coming decades, increased agricultural production and tourism, with likely steady growth in population and employment.
- The capital cost of the road upgrading to the standard envisaged is estimated (based on State Government costs of road construction), at \$303.6m against expected benefits at a 4% discount rate of Direct \$532m, Wider Benefits \$221m, Total \$753,
- Estimated benefit cost ratio at a 4% discount rate is a robust 2.4, is still strong at a 7% discount rate at 1.6, and still positive at a 10% discount rate at 1.1.



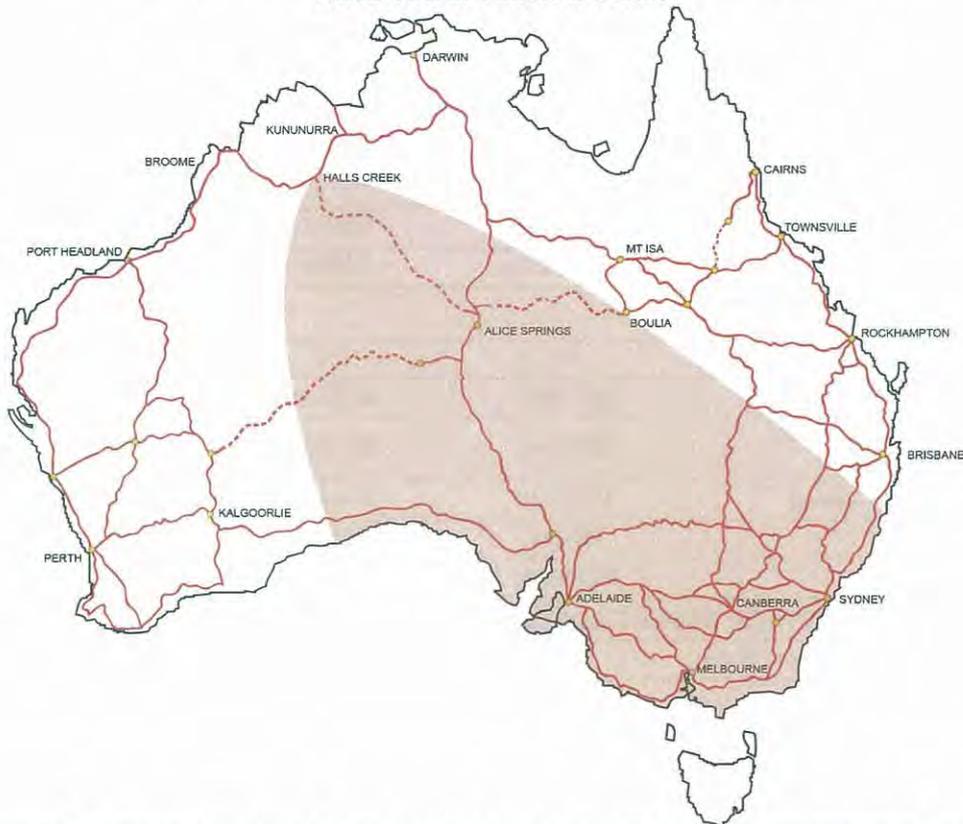
The main findings of the updated economic impact study are presented on the page opposite, which is extracted from the report from Cummings Economics.

A copy of the full report can be downloaded from the Shire of Halls Creek's website at www.hallscreeek.wa.gov.au or alternatively a copy can be requested from the Shire by telephoning (08) 9168 6007 or emailing hcshire@hcshire.wa.gov.au

In essence, the Tanami Road links the two iconic Australian regions of the Red Centre and Kimberley through a relatively flat, sparsely populated area. Although populations along the road are low, it services a traditional pastoral industry, major mining operations, gives access to tourism attractions and a number of important indigenous communities. At a strategic level, it provides a potentially important direct route between the Kimberley region and the major centres of south eastern Australia (especially Adelaide and Melbourne), via Alice Springs and the Red Centre.

The map below illustrates Inter-regional distance savings from Alice Springs and the major capitals of the south east to Halls Creek, Fitzroy Crossing, Derby and Broome are major at over 1,000km to Alice Springs, Adelaide and Melbourne and 635km to Sydney. Kununurra savings are marginal to Alice Springs, Adelaide and Melbourne (272).

Map #2
Areas of Australia Made Closer to the Kimberleys in
Road Travel Times & Costs



In addition to the direct benefits of the proposed investment in terms of the Tanami Road's role as a more direct inter-regional tourism route and interstate freight transport route and benefits to growing mining activity along the route, the economic impact study also identifies wider economic benefits such as creation of employment along the road; savings in government special support expenditure, especially CDEP in indigenous communities; secondary benefits to mining; and safety benefits.

Full calculations are shown in the complete report from Cummings Economics; a summary of the analysis is shown on the following page.

ANALYSIS

DIRECT BENEFITS

The following sets out summary of Nett Present Benefits in 2007 values and then adjusted to 2009 values by use of Consumer Price Index Darwin.

Summary of NPV's, 2007 Values			
	4%	7%	10%
Light Vehicles			
Communities	10.2	6.9	4.9
Inter-regional Private	10.6	7.3	5.2
Business	25.3	17.0	12.2
Inter-regional Business	11.5	7.7	5.5
Tourist (Existing & Generated)	28.1	19.4	13.7
Inter-regional Tourist (Diverted)	99.9	67.1	48.2
Stations	2.1	1.4	1.0
	\$187.7 m	\$126.8 m	\$90.7 m
Heavy Vehicles			
Cattle	18.6	13.3	10.1
Horses	10.1	0.9	0.9
Mining Transports	102.4	66.9	47.9
Community Supply/Other	14.5	9.7	7.0
Interstate Freight	133.4	87.2	62.4
Coaches	4.0	2.9	2.1
	\$283.0 m	\$180.9 m	\$130.4 m
Total Direct			
2007 Dollars	\$470.7 m	\$307.7 m	\$221.1 m
2009 Dollars (CPI Darwin)	\$532.4 m	\$348.0 m	\$250.1 m

WIDER ECONOMIC BENEFITS

Discount Rate:	4%	7%	10%
Creation of employment	\$57.5 m	\$43.0 m	\$30.5 m
Reduction in Commonwealth Support Expenditure	\$34.2 m	\$24.0 m	\$18.7 m
Secondary Benefits Mining	\$120.0 m	\$78.4 m	\$56.2 m
Safety	\$9.2 m	\$6.6 m	\$5.0 m
Total	\$220.9 m	\$152.0 m	\$110.4 m

CALCULATION OF MONETISED BENEFIT COST RATIO

Discount Rate:	4%	7%	10%
Direct	532.4	348.0	250.1
Wider	220.9	152.0	110.4
Total	753.3	500.0	360.5
Less NPV Increased Maintenance Costs (2009 values)	40.7	29.2	22.2
Nett Benefits	712.6	470.8	338.3
Capital Cost (Resource Pricing)	303.6	303.6	303.6
Benefit Cost Ratio	2.35	1.55	1.11

The indications are that the monetised benefit cost ratio is strongly robust 2.35 at 4% discount rate, still robust at 7% (1.55) and still positive at 10% (1.11).



Our Ref:RD.15
Enquiries: Gary Gaffney

17 May 2013

Phillip Hams
Chairman
Tanami Action Group
P.O. Box 18
Halls Creek
WA 6770

Dear Phillip,

Invitation to become a member of the Tanami Action Group.

Thank you for your letter dated 26 April 2013 inviting the Shire of Wyndham East Kimberley to be a member of the Tanami Action Group with a membership fee of \$10,000.

After due consideration of your request at the Council meeting held 28 May 2013 the Council wishes to express its support for the work of the group in bringing attention to the issue of road access in the Kimberley which is a regionally significant issue. The Council would lend support to this agenda by ensuring that the Tanami road is included in any meetings held to discuss roading issues.

At this stage they not in a position to accept your invitation to join the Action Group.

Yours sincerely

Gary Gaffney
Chief Executive Officer

12.6 ELECTED MEMBER REPORTS

Councillor John Moulden

- 14 March Integrated Planning and Reporting Framework workshop
Ord project briefing, Peter Stubbs, Director Ord Expansion Project
- 18 March Meeting with Drug & Alcohol Grant Akesson
- 20 March Multi agency briefing, youth issues
- 26 March Miriuwung Gajerrong Corporation / Wunan meeting
- 4-6 April Kimberley Zone / RCG meeting Perth
- 9 April Miriuwung Gajerrong Corporation
Frank Audas, WA police
- 10 April Ord River Sports Club
- 11 April Senate Rural and Regional Affairs Committee hearing
- 12 April Kimberley Group Training awards
- 16 April Miriuwung Gajerrong Corporation
- 20 May Tree planting, reception and dinner, US Consul General Aleisha Woodward

Councillor Di Ausburn

- 25 April Anzac Dawn Service 4am
Anzac Day March 9am
- 2 May Hon Michael Sutherland MLA
Opening of Kingfisher Air
- 07 May Bush Fire Advisory Committee (BFAC)
Local Emergency Management Committee (LEMC)
- 15 May District Hospital Advisory Committee Meeting
- 17 May Opening of Kangaroo Haven
- 19 May Alyssa Spackman Memorial
- 20 May US Consult General Aleisha Woodward Tree Planting
Kimberley Kids in the Kitchen
- 22 May Simultaneous Story Time
- 24 May Muster Cocktail Party
Kununurra District High School new facilities official opening.
- 25 May Northern Territory Minister's Meeting
Brendon Grylls Meeting

Councillor Don Learbuch

- 25 April Anzac Dawn Service 4am
Anzac Day March 9am
- 20 May Meeting Consul General of the United States of America, Aleisha Woodward

COUNCIL DECISION

Minute No. 10084

Moved: Cr J Parker

Seconded: Cr R Addis

That Council accepts the Elected Member Reports for the period 18 April to 23 May 2013.

Carried Unanimously 8/0

12.7 CHIEF EXECUTIVE OFFICER REPORTS

The Chief Executive Officer attended the following meetings on behalf of Council:

Date	Meeting type
22 April	Tyne McConnell - ABC Radio
24 April	Jim Engleke - Kimberley Agricultural Investments
25 April	ANZAC Dawn Service ANZAC March
26 April	Rosemary Taffinder - Kimberley Training Institute
29 April	Western Australian Local Government Association
30 April	Argyle Diamond Mine
1 May	Waringarri Corporation David Latina - Deloitte
2 May	Hon Michael Sutherland, MLA
3 May	Ord Valley Events Board Meeting Stars on the Bastion Committee
6 May	Waringarri Arts
7 May	Local Emergency Management Committee (LEMC)
15 May	Northern Minerals
20 May	Tree planting, Consul General of the United States of America, Aleisha Woodward Kimberley Kids in the Kitchen competition Meeting Consul General of the United States of America, Aleisha Woodward
22 May	Sheryll Fischer Outback Initiatives

COUNCIL DECISION

Minute No. 10085

Moved: Cr D Ausburn

Seconded: Cr D Learbuch

That Council accepts the Chief Executive Officer Reports for the period 18 April to 23 May 2013.

Carried Unanimously 8/0

13. MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil

14. QUESTIONS BY MEMBERS OF WHICH DUE NOTICE HAS BEEN GIVEN

Nil

15. URGENT BUSINESS APPROVED BY THE PERSON PRESIDING OR BY DECISION

Nil

COUNCIL DECISION

Minute No. 10086

Moved: Cr J Parker

Seconded: Cr D Ausburn

That Council, in accordance with section 5.23(2) of the Local Government Act 1995 moves behind closed doors to consider confidential item 16.1 Tender T08 12/13 – Earthworks and Construction of Retaining Walls, Lot 501 Water Lily Place, Kununurra

Carried Unanimously 8/0

6:25pm Council moves behind closed doors

16. MATTERS BEHIND CLOSED DOORS

16.1 CONFIDENTIAL, TENDER T08 12/13 – EARTHWORKS AND CONSTRUCTION OF RETAINING WALLS, LOT 501 WATER LILY PLACE, KUNUNURRA

DATE:	28 May 2013.
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	N/a
AUTHOR:	Peter Kerp, Manager Engineering Services.
REPORTING OFFICER:	Director Infrastructure, Kevin Hannagan.
FILE NO:	CM.16.61

The business of the meeting is of a confidential nature as it relates to the business affairs of a person. The item will be discussed Behind Closed Doors under Section 5.23 (2) (c) and (e) (ii) as this is a matter that affects:

- c) A contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting.
- e) A matter that if disclosed, would reveal –
 - (ii) information that has a commercial value to a person.

PURPOSE

To provide Council with details of the Tenders received for T08 12/13 Earthworks and Construction Retaining Wall, Lot 501 Water Lily Place, Kununurra, document the results of the tender assessment and make recommendations regarding award of the Tender.

VOTING REQUIREMENT

Simple majority

COUNCIL DECISION

Minute No. 10087

**Moved: Cr D Ausburn
Seconded: Cr D Learbuch**

That Council accepts the Alternative tender submitted by Guerinoni and Sons, 9 Mango Street, Kununurra WA 6743 for the Lump Sum Price of \$221,983 + GST for Tender T08 12/13 Earthworks and Construction of Retaining Wall, Lot 501 Water Lily Place, Kununurra in accordance with the tender documentation.

Carried Unanimously 8/0

COUNCIL DECISION

Minute No. 10088

Moved: Cr J Parker

Seconded: Cr R Addis

That Council moves out from behind closed doors.

Carried Unanimously 8/0

6:26pm Council moves out from behind closed doors.

17. CLOSURE

The Shire President declares the meeting closed at 6:27 pm. Thank you to staff for attendance in gallery.