



**MINUTES OF ORDINARY MEETING OF COUNCIL
HELD ON 29 APRIL 2014**

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
KUNUNURRA COUNCIL CHAMBERS
HELD ON TUESDAY, 29 APRIL 2014 AT 5:30 PM.

1. DECLARATION OF OPENING / ANNOUNCEMENT OF VISITORS

The Shire President declared the meeting open at 5.30pm.

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

ATTENDANCE

Cr J Moulden	Shire President
Cr R Dessert	Deputy Shire President
Cr D Learbuch	Councillor
Cr K Wright	Councillor
Cr B Robinson	Councillor
Cr D Spackman	Councillor
Cr S Cooke	Councillor
Cr G Taylor	Councillor
Cr G King	Councillor
G Gaffney	Chief Executive Officer
N Octoman	Director Corporate Services
K Hannagan	Director Infrastructure
W Richards	Acting Director Community Development
A Richards	Governance Officer
M Tonkin	Executive Assistant to the Chief Executive Officer (Minute Taker)

GALLERY

Rhonda Guerinoni	JAB Industries
Simon Roxburgh	SNR Cabinets & Carpentry
Geoff Warnock	Folle Investments
Dorte Maria Botten Magnay	Kimberlyland Holiday Park P/L
Jill Williams	Direct Drilling
Bernice Spackman	Tuckerbox Stores/Gulliver's Tavern
Bevan Spackman	Tuckerbox Stores/Gulliver's Tavern
Cally Dupe	The Kimberley Echo
Troy Potter	Kimberley Excavators
Lisa Spackman	Larimer Holdings P/L
Alma Petherick	Petherick Enterprises
Debbie Freer	Member of the public
Julie Fysh	Member of the public
Cam Jackson	Member of the public
Will Coole	W Coole Mechanical
Robert Jehu	Emergency Regulatory Services Coordinator (SWEK)

Peter Kerp
Jennifer Ninyette
Elle Davidson

Manager Engineering Services (SWEK)
Senior Planning Officer (SWEK)
Planning Officer (SWEK)

APOLOGIES

Nil

LEAVE OF ABSENCE PREVIOUSLY APPROVED

Nil

3. DECLARATION OF INTEREST

- **Financial Interest**

Cr S Cooke declares a Financial Interest to Item 17.1 – Confidential – Tender 06 2013/2014 Construction Ivanhoe and Crossing Falls Bush Fire Stations

- **Impartiality Interest**

Nil

- **Proximity Interest**

Cr G Taylor declares a Proximity Interest to Item 13.3.1 – State Cane Toad Initiative

Cr S Cooke declares a Proximity Interest to Item 13.4.5 – Development Application for Single Dwelling at Lot 10 Weaber Plain Road, Kununurra

4. RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE

Nil

5. PUBLIC QUESTION TIME

The following question was submitted by Rhonda Guerinoni, as a rate payer:

Considering the majority of Indigenous people do not pay council rates and the majority of daily rubbish clean ups, some reticulation repairs and some general maintenance repairs around Kununurra are caused by irresponsible person not doing the “right thing” e.g. Lily Creek costing the Council approximately \$100,000.00 to be kept clean, has the Council considered approaching the Indigenous Corporations of Kununurra for compensation of these acts instead of consistently penalising the ratepayers with higher rate charges?

Cr J Moulden moves that Council take the question on notice, think about a suitable response, and a written response will be provided within the next Meeting Minutes.

6. APPLICATIONS FOR LEAVE OF ABSENCE

Nil

7. PETITIONS

Nil

8. CONFIRMATION OF MINUTES

8.1 CONFIRMATION OF MINUTES OF ORDINARY COUNCIL MEETING OF 25 MARCH 2014

RECOMMENDATION

That Council confirms the Minutes of the Ordinary Council Meeting held on 25 March 2014.

COUNCIL DECISION

Minute No. 10375

Moved: Cr K Wright

Seconded: Cr S Cooke

That Council confirms the Minutes of the Ordinary Council Meeting held on 25 March 2014.

Carried Unanimously 9/0

8.2 CONFIRMATION OF MINUTES OF SPECIAL COUNCIL MEETING HELD ON 1 AUGUST 2013

RECOMMENDATION

That Council confirms the Minutes of the Special Council Meeting held on 1 August 2013.

MOTION

Cr K Wright moved that Council defers this item until the Officer provides to Council a copy of the Minutes of Special Council Meeting held on 1 August 2013.

COUNCIL DECISION

Minute No. 10376

Moved: Cr K Wright

Seconded: Cr D Spackman

That Council defer confirmation of the Minutes of the Special Council Meeting held on 1 August 2013, until a copy of Minutes have been provided to Councillors.

Carried Unanimously 9/0

9. ANNOUNCEMENTS BY THE PERSON PRESIDING WITHOUT DISCUSSION

Nil

10. MATTERS FOR WHICH THE MEETING MAY BE CLOSED

Nil

11. DEPUTATIONS / PRESENTATIONS / SUBMISSIONS / NOTICES OF MOTIONS

12. MINUTES OF COUNCIL COMMITTEE MEETINGS

Nil

13. REPORTS

13.1 MATTERS ARISING FROM COMMITTEES OF COUNCIL

Nil

13.2 CORPORATE SERVICES

13.2.1 Monthly Financial Report

DATE:	29 April 2014
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	N/A
AUTHOR:	Asanka Jayakody, Accountant
REPORTING OFFICER:	Natalie Octoman, Director Corporate Services
FILE NO:	FM.09.5

PURPOSE

For Council to note and accept the Monthly Financial Report for March 2014.

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 2012 – 2022, objective 1.4, strategies 1.4.1 to 1.4.5

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 2014.

COUNCIL DECISION

Minute No. 10377

Moved: Cr B Robinson

Seconded: Cr D Spackman

That Council accepts the Monthly Financial Report for the month of March 2014.

Carried Unanimously 9/0



Shire of Wyndham East Kimberley

Monthly Financial Report 2013/2014

As at 31 March 2014

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 2014

	YTD Actual 2013/14 \$	YTD Budget 2013/14 \$	YTD Variance 2013/14	
			\$	%
Revenue				
General Purpose Funding	1,796,291	1,773,894	22,396	1% ▲
Governance	102,232	91,515	10,717	12% ▲
Law, Order, Public Safety	41,858	40,063	1,795	4% ▼
Health	62,001	63,676	(1,675)	-3% ▼
Education and Welfare	115,398	121,226	(5,829)	-5% ▼
Housing	168,952	159,928	9,024	6% ▲
Community Amenities	2,094,481	2,047,576	46,905	2% ▲
Recreation and Culture	424,298	389,437	34,861	9% ▲
Transport	2,971,227	3,506,663	(535,436)	-15% ▼
Economic Services	76,356	87,121	(10,765)	-12% ▼
Other Property and Services	326,062	288,944	37,118	13% ▲
	<u>8,179,155</u>	<u>8,570,043</u>	<u>(390,889)</u>	<u>-5% ▼</u>
Expenses				
General Purpose Funding	(495,137)	(483,410)	(11,727)	2% ▲
Governance	(2,801,020)	(2,849,717)	48,697	-2% ▼
Law, Order, Public Safety	(548,696)	(502,007)	(46,689)	9% ▲
Health	(343,381)	(339,298)	(4,084)	1% ▲
Education and Welfare	(368,600)	(333,650)	(34,950)	10% ▲
Housing	(547,968)	(507,325)	(40,643)	8% ▲
Community Amenities	(3,488,071)	(3,468,056)	(20,015)	1% ▲
Recreation & Culture	(4,263,661)	(3,933,414)	(330,247)	8% ▲
Transport	(5,149,128)	(5,029,740)	(119,388)	2% ▲
Economic Services	(680,880)	(625,122)	(55,759)	9% ▲
Other Property and Services	(424,180)	(374,440)	(49,740)	13% ▲
	<u>(19,110,721)</u>	<u>(18,446,177)</u>	<u>(664,544)</u>	<u>4% ▼</u>
Adjustments for Cash Budget Requirements:				
Non-Cash Expenditure and Revenue				
(Profit)/Loss on Asset Disposals	(28,195)	(44,826)	16,631	0% ▼
Movement in Accruals and Provisions	(5,717)	48,452	(54,169)	-112% ▲
Depreciation on Assets	4,172,453	4,023,682	148,771	4% ▲
Capital Expenditure and Revenue				
Purchase Land Held for Resale	0	0	0	0% ▼
Purchase Land and Buildings	(476,541)	(519,782)	43,241	-8% ▼
Purchase Infrastructure Assets - Roads	(714,045)	(988,823)	274,778	-28% ▼
Purchase Infrastructure Assets - Footpaths	0	0	0	0% ▼
Purchase Infrastructure Assets - Drainage	(483,436)	(561,393)	77,957	-14% ▼
Purchase Infrastructure Assets - Other	(1,261,812)	(1,608,057)	346,244	-22% ▼
Purchase Plant and Equipment	(636,879)	(595,023)	(41,856)	0% ▲
Purchase Furniture and Equipment	(113,528)	(150,884)	37,356	-25% ▼
Grants / Contributions for Development of Assets	877,507	1,026,178	(148,671)	0% ▼
Proceeds from Disposal of Assets	126,000	933,000	(807,000)	0% ▼
Proceeds from Sale of Land Held for Resale	0	0	0	0% ▼
Repayment of Debentures	(323,569)	(323,127)	(442)	0% ▼
Proceeds from New Debentures	0	0	0	0% ▼
Transfers to Reserves (Restricted Assets)	(168,173)	(178,630)	10,457	0% ▼
Transfers from Reserves (Restricted Assets)	0	0	(0)	0% ▼
ADD Estimated Surplus/(Deficit) July 1 B/Fwd	5,702,346	5,702,346	0	0% ▼
LESS Estimated Surplus/(Deficit) June 30 C/Fwd	3,310,618	4,388,296	(1,077,678)	-25% ▲
Amount Required to be Raised from Rates	<u>7,575,773</u>	<u>7,501,316</u>	<u>74,457</u>	<u>0% ▼</u>

Shire of Wyndham East Kimberley

Note to Statement of Financial Activity

Net Current Assets

as at 31 March 2014

NET CURRENT ASSETS

Composition of Estimated Net Current Asset Position

	YTD Actual 2013/14	Brought Forward 1 July 2013
CURRENT ASSETS		
Cash - Unrestricted	1,726,673	5,262,152
Cash - Restricted	7,472,289	7,288,404
Cash - Restricted Unspent Grants	0	0
Receivables	1,692,448	1,426,471
Inventories	23,030	17,288
	<u>10,914,440</u>	<u>13,994,314</u>
LESS: CURRENT LIABILITIES		
Payables and Provisions	(131,533)	(1,003,565)
Less: Cash - Restricted	<u>(7,472,289)</u>	<u>(7,288,404)</u>
NET CURRENT ASSET POSITION	<u><u>3,310,618</u></u>	<u><u>5,702,346</u></u>

Shire of Wyndham East Kimberley

Notes to Statement of Financial Activity

For the Period Ended 31 March 2014

Explanation of Material Variances

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

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

Operating

Recurrent Income - Excluding Rates		▼	
General Purpose Funding		▲	
Interest Income - Reserve Fund	\$ 14,700	▲	Over achieved year to date budget estimate due to timing of investment maturity.
Governance		▲	
Contributions (Projects/Business Planning) - Kimberley Regional Collaborative Group (KRCG)	\$ 15,900	▲	Un-budgeted income due to reimbursement of zone expenses.
Law, Order and Public Safety		▼	
No material variances to report			
Health		▼	
No material variances to report			
Education and Welfare		▼	
No material variances to report			
Housing		▲	
No material variances to report			
Community Amenities		▲	
Rubbish Disposal Charges	\$ 55,700	▼	Delay in invoicing process. Timing. Expect to correct.
Contribution to Local Planning Strategy MUN	\$ 90,000	▲	Invoice process occurred earlier than expected. Timing.
Youth Services Grant - Wyndham	\$ 15,300	▲	Grant income received earlier than expected. Timing.
Recreation and Culture		▲	
No material variances to report			
Transport		▼	
Aircraft Landing Fees - East Kimberley Regional Airport	\$ 87,900	▼	Under achieved year to date budget estimate due to seasonal impact.
Passenger Head Tax - East Kimberley Regional Airport	\$ 293,600	▼	Delay in invoicing process. Timing. Expect to correct.
Passenger Screening Fees - East Kimberley Regional Airport	\$ 144,100	▼	Delay in invoicing process. Timing. Expect to correct.
Leases - East Kimberley Regional Airport Terminal	\$ 11,900	▼	Under achieved year to date budget estimate.
Economic Services		▼	
No material variances to report			
Other Property and Services		▲	
Private Works Income	\$ 11,000	▲	Higher income due to new private works offset by higher expenditure in private work.
Other income - Public work overheads MUN	\$ 23,400	▲	Income received earlier than expected. Timing.
Recurrent Expenditure		▼	
General Purpose Funding		▲	
No material variances to report			
Governance		▼	
Member Fees - Meeting Allowance	\$ 35,700	▼	Timing of payments. Expected to correct.
Staff Survey MUN	\$ 15,000	▼	No activity on this project to date in contrast to budget timing forecast.

Shire of Wyndham East Kimberley

Notes to Statement of Financial Activity

For the Period Ended 31 March 2014

(continued)

Recurrent Expenditure (continued)

Governance (continued)

Administration Salary and Wages Allocated - Other Governance	\$	31,400	▲	Timing related to year to date budget estimates. Expected to correct. Non cash item.
Admin Overheads Allocated - Other Governance	\$	11,300	▼	Timing related to year to date budget estimates. Expected to correct. Non cash item.

Law, Order and Public Safety

Direct Salaries - Ranger Services	\$	47,100	▲	Higher cost due to higher operations. Some cost set-off against lower cost in direct salaries -other law, order & public safety.
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Health

No material variances to report

Education and Welfare

Depreciation - Wyndham Childcare Centre	\$	19,800	▲	Movement in actual depreciation due to Land & Building re-valuation process. Budget to be amended. Non cash item.
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Housing

Depreciation - Staff Housing	\$	19,500	▲	Movement in actual depreciation due to Land & Building re-valuation process. Budget to be amended. Non cash item.
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Community Amenities

Tip Maintenance	\$	136,000	▼	Pending invoices for payments. Timing.
Refuse Collection	\$	54,500	▼	Pending invoices for payments. Timing.
Litter Control	\$	12,000	▲	Timing relates to year to date budget estimates.
Pre Cyclone Cleanups	\$	52,100	▲	Over expended against amended budget due to work required for the project higher than predicted.
Cumbungi Management - Protection of Environment	\$	29,800	▲	Over expended against amended budget due to work required for the project higher than predicted.
Waste Management Strategy - Protection of Environment	\$	15,300	▼	Timing relates to year to date budget estimates. Expected to correct.
Depreciation - Other Community Amenities	\$	100,300	▲	Movement in actual depreciation due to Land & Building re-valuation process. Budget to be amended. Non cash item.

Recreation and Culture

Depreciation - Public Halls	\$	66,800	▲	Movement in actual depreciation due to Land & Building re-valuation process. Budget to be amended. Non cash item.
Direct Salaries - Kununurra Swimming Complex	\$	20,800	▲	Higher direct salaries due to seasonal impact. Timing. Some cost set off against lower cost in Leisure Centre direct salaries.
Direct Salaries - Kununurra Leisure Centre	\$	11,800	▼	Low cost set-off against higher direct salaries cost in Swimming complex.
Depreciation - Kununurra Leisure Centre	\$	81,100	▲	Movement in actual depreciation due to Land & Building re-valuation process. Budget to be amended. Non cash item.
Depreciation - Wyndham Youth and Recreation Centre	\$	34,400	▲	Movement in actual depreciation due to Land & Building re-valuation process. Budget to be amended. Non cash item.
Kununurra Sports Oval Maintenance	\$	19,100	▲	Higher cost due to seasonal maintenance. Timing
Depreciation - Kununurra Grounds	\$	11,000	▲	Movement in actual depreciation due to Land & Building re-valuation process. Budget to be amended. Non cash item.
Depreciation - Wyndham Grounds	\$	15,100	▲	Movement in actual depreciation due to Land & Building re-valuation process. Budget to be amended. Non cash item.
Parks and Gardens Maintenance - Kununurra	\$	69,300	▲	Higher cost due to seasonal maintenance. Timing
Parks and Gardens Maintenance - Wyndham	\$	23,600	▲	Higher cost due to seasonal maintenance. Timing
Direct Salaries - Libraries	\$	12,500	▲	Timing relates to year to date budget estimates.
Direct Salaries - Wyndham Community Resource Centre (CRC)	\$	18,000	▼	Lower expenses set-off against higher Direct Salaries in Wyndham Administration.

Shire of Wyndham East Kimberley

Notes to Statement of Financial Activity

For the Period Ended 31 March 2014

(continued)

Recurrent Expenditure (continued)

Transport

	▲	
Rural Road Maintenance	\$ 29,500	▼ Timing relates to year to date budget estimates. Expected to correct.
Urban Road Maintenance - Kununurra	\$ 27,200	▲ Timing relates to year to date budget estimates. Expected to correct.
Monsoonal Trough Flood Event, 6-9 Feb 2014	\$ 243,000	▲ Unbudgeted expenses due to major flood event. Majority of the project cost to be claimed from WANDRA funding.
Depreciation - Streets, Roads & Bridges - Maintenance	\$ 15,500	▲ Higher depreciation due to completed project started depreciating. Non cash item.
Airport Terminal Building Maintenance - East Kimberley Regional Airport	\$ 29,300	▼ Timing relates to year to date budget estimates. Expected to correct.
Airside Operations - East Kimberley Regional Airport	\$ 15,900	▲ Timing relates to year to date budget estimates. Expected to correct.
Passenger Screening Expenses - East Kimberley Regional Airport	\$ 10,400	▼ Timing relates to year to date budget estimates. Expected to correct.
Depreciation - East Kimberley Regional Airport	\$ 153,700	▼ Movement in actual depreciation due to Land & Building re-valuation process. Budget to be amended. Non cash item.
Direct Salaries - Wyndham Airport MUN	\$ 24,000	▼ Lower expenses set-off against direct Salaries - East Kimberley Regional Airport
Depreciation - Wyndham Airport	\$ 38,300	▲ Movement in actual depreciation due to Land & Building re-valuation process. Budget to be amended. Non cash item.

Economic Services

	▲	
Direct Salaries - Building Control	\$ 17,200	▲ Higher cost due to temporary relief staff required.
Depreciation - Other Economic Services	\$ 40,100	▲ Movement in actual depreciation due to Land & Building re-valuation process. Budget to be amended. Non cash item.

Other Property and Services

	▲	
Private Works - Expenses	\$ 50,800	▲ Higher cost due to new private works offset by higher income in private work. Some cost yet to be invoiced.
Vehicle Expenses - Public Works	\$ 14,100	▼ Timing relates to year to date budget estimates. Expected to correct.
Direct Salaries - Wyndham Administration	\$ 30,400	▲ Higher expenses set-off against lower Direct Salaries in Wyndham CRC.
Building Maintenance - 20 Coolbah - New Kununurra Administration	\$ 13,400	▲ Timing related to year to date budget estimates.
Depreciation - Wyndham Administration	\$ 14,000	▲ Movement in actual depreciation due to Land & Building re-valuation process. Budget to be amended. Non cash item.
Internet and Network Connectivity - Information Services	\$ 10,300	▲ Timing related to year to date budget estimates.
Depreciation - Plant Operation	\$ 177,100	▼ Lower Plant depreciation due to correction adjustment made as a result of Plant re-valuation process as at 30 June 13. Budget to be amended. Non cash item.
Loss on Sale of Assets - Plant Operation	\$ 19,200	▲ Loss on sale of assets disposal recorded after budget amendment. Non cash item.
Landcorp /SWEK Deed Agreement - Expenses	\$ 24,300	▼ Un-expended casual engineers time.
Administration Salary and Wages Allocated - Public Works Overheads	\$ 15,500	▲ Timing related to year to date budget estimates. Expected to correct. Non cash item.
Building Maintenance - Kununurra Depot	\$ 21,200	▲ Over expended against the annual amended budget due to higher maintenance. Some cost set-off against new depot caretaker dwelling maintenance cost.

Non Cash Expenditure and Revenue

Adjustments and Accruals

Movement in Accruals and Provisions	\$ 54,200	▲ Net increase in actual accrual and provision is lower than expected as at date of reporting.
Depreciation	\$ 148,800	▲ Movement in actual depreciation due to Land & Building re-valuation process and correction for Plant depreciation. Budget to be amended. Non cash item.

Shire of Wyndham East Kimberley

Notes to Statement of Financial Activity

For the Period Ended 31 March 2014

(continued)

Capital

Purchase Land Held for Resale		▼	
No material variances to report			
Purchase Land and Buildings		▼	
Building Upgrades - Kununurra Swimming Complex	\$ 15,700	▼	Project completed. Pending invoices for payment.
Wyndham Oval Toilet	\$ 28,000	▼	Project almost completed. Expect some savings.
Kununurra Depot Upgrade	\$ 27,000	▼	Project in progress. Timing.
Wyndham Community Resource Centre (CRC) - Building Upgrade	\$ 20,300	▲	Project in progress. Timing.
Purchase Infrastructure Assets - Roads		▼	
Road Upgrade Carlton Hill Road	\$ 137,100	▼	Design in progress.
Messmate Way Roundabout - Reconstruct and Seal	\$ 118,100	▼	Project re-schedule to Jun 14.
Kerb renewal	\$ 14,200	▼	Project in progress. Timing.
Purchase Infrastructure Assets - Footpaths		▼	
No material variances to report			
Purchase Infrastructure Assets - Drainage			
River Farm Road - Drainage Upgrades	\$ 18,400	▼	Project completed. Pending invoices for payment. Expect some savings.
Drainage Strategy, re-instate drain, 746m to 1149m MUN	\$ 34,000	▼	Project in progress. Timing.
Drainage Strategy, Survey, Design section 1, Ironwood MUN	\$ 19,100	▼	Design in progress.
Purchase Infrastructure Assets - Other		▼	
Kununurra Landfill Site - Liquid Waste Facility	\$ 139,600	▼	Project work progressing. Timing.
Wyndham Landfill Site - Bores MUN	\$ 20,000	▼	Project not yet started.
Kununurra Landfill Site - Green Waste Hardstand MUN	\$ 38,400	▼	Project started. Progressing in early stage.
Kununurra Landfill Site - Capping Existing Site. MUN	\$ 39,200	▼	Project work progressing. Timing.
Wyndham Landfill Site - Capping Existing Site MUN	\$ 39,900	▲	Project work progressing. Timing.
Kununurra Landfill Site - New Landfill Site Identification MUN	\$ 13,200	▼	Project started. Progressing in early stage.
Erythrina St - Reconstruct, Seal Pavement & Footpath Re-instate MUN	\$ 17,000	▲	Project work progressing. Timing.
Security Fence Upgrade - East Kimberley Regional Airport	\$ 23,200	▼	Project work progressing. Timing.
Reseal Apron - East Kimberley Regional Airport	\$ 100,000	▼	Project not yet started.
Car Park Repairs - Wyndham Airport	\$ 20,000	▼	Project not yet started.
Purchase Plant and Equipment		▲	
Airport Plant - Purchase Price	\$ 29,400	▲	Plant purchase occurring earlier than budget forecasting. Expected to correct.
Medium Plant - Purchase Price	\$ 12,500	▲	Higher cost set-off against Airport plant purchase price.

Shire of Wyndham East Kimberley

Notes to Statement of Financial Activity

For the Period Ended 31 March 2014

(continued)

Capital (continued)

Purchase Furniture and Equipment ▼

Infrastructure Dept. Landfill Software MUN \$ 10,500 ▼ Project work progressing. Timing.

Grants / Contributions for Development of Assets ▼

Aboriginal Roads Funding - State Grants \$ 50,000 ▼ Income based on progress claim for projects. Timing.

Regional Road Group Grants \$ 100,000 ▼ Income based on progress claim for projects. Timing.

Proceeds from Disposal of Assets ▼

Sale of Boobiialla Housing Kununurra \$ 800,000 ▼ Sale process in progress. Timing.

Debentures ▼

No material variances to report

Reserves ▼

Reserve Interest - Transfer to Reserve \$ 10,500 ▼ Timing related to year to date budget estimates.

Shire of Wyndham East Kimberley

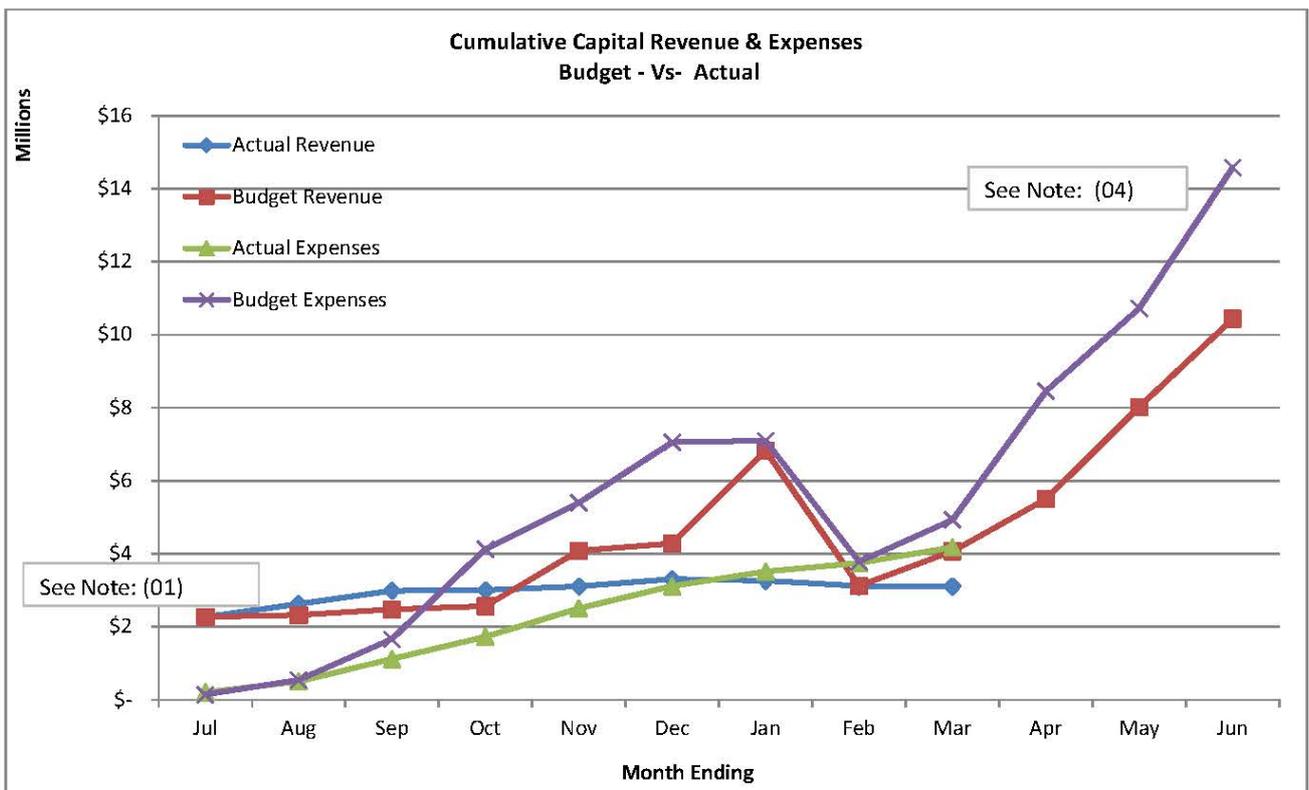
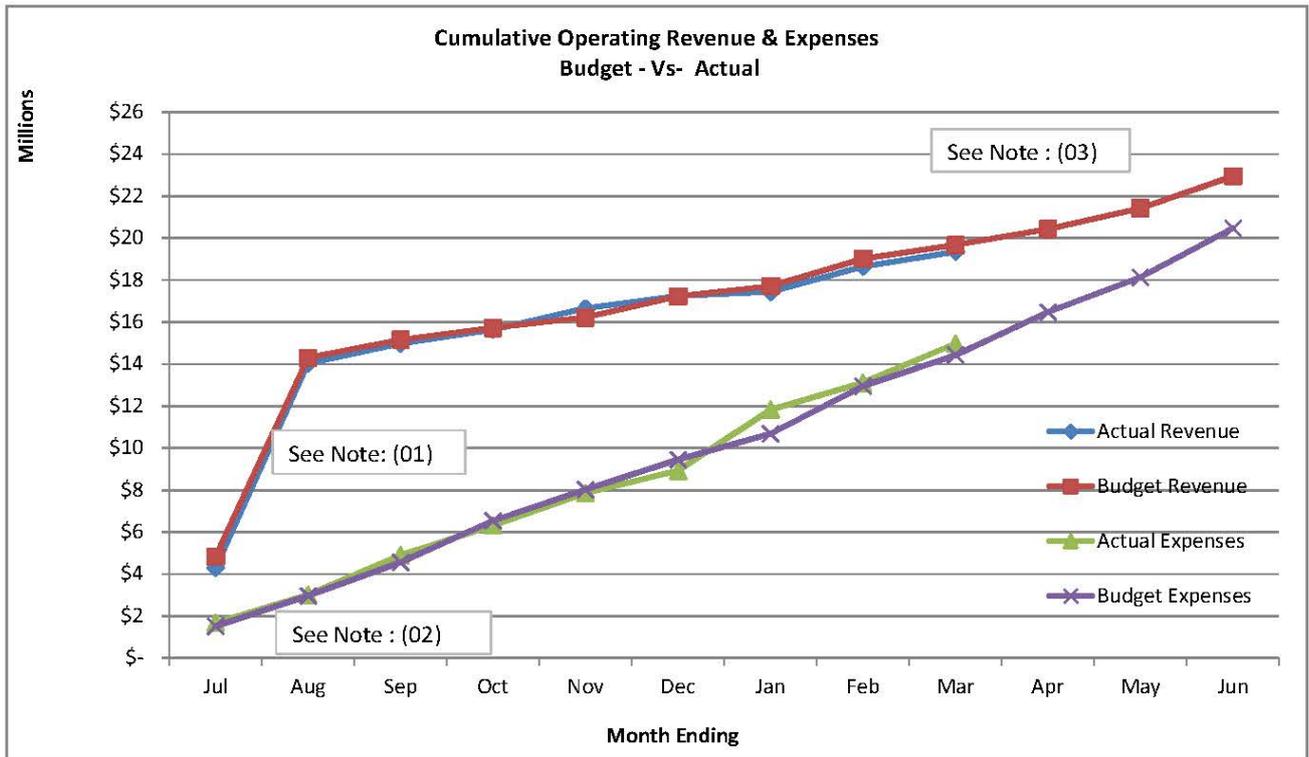
Note to Statement of Financial Activity

Budget Remaining to Collect/Spend as at 31 March 2014

	YTD Actual 2013/14 \$	Annual Budget 2013/14	Budget Remaining 2013/14	
			\$	%
Revenue				
General Purpose Funding	1,796,291	2,284,289	487,998	21% ▼
Governance	102,232	119,966	17,734	15% ▼
Law, Order, Public Safety	41,858	42,697	839	2% ▼
Health	62,001	81,357	19,356	24% ▼
Education and Welfare	115,398	174,377	58,980	34% ▼
Housing	168,952	940,198	771,246	82% ▼
Community Amenities	2,094,481	2,552,334	457,853	18% ▼
Recreation and Culture	424,298	639,490	215,192	34% ▼
Transport	2,971,227	4,521,034	1,549,807	34% ▼
Economic Services	76,356	145,000	68,644	47% ▼
Other Property and Services	326,062	328,371	2,309	1% ▼
	<u>8,179,155</u>	<u>11,829,113</u>	<u>3,649,958</u>	<u>31% ▼</u>
Expenses				
General Purpose Funding	(495,137)	(844,584)	(349,447)	41% ▼
Governance	(2,801,020)	(3,274,343)	(473,323)	14% ▼
Law, Order, Public Safety	(548,696)	(709,724)	(161,028)	23% ▼
Health	(343,381)	(480,768)	(137,387)	29% ▼
Education and Welfare	(368,600)	(493,699)	(125,100)	25% ▼
Housing	(547,968)	(707,616)	(159,648)	23% ▼
Community Amenities	(3,488,071)	(4,936,178)	(1,448,107)	29% ▼
Recreation & Culture	(4,263,661)	(5,497,612)	(1,233,952)	22% ▼
Transport	(5,149,128)	(7,158,044)	(2,008,917)	28% ▼
Economic Services	(680,880)	(948,852)	(267,972)	28% ▼
Other Property and Services	(424,180)	(343,239)	80,941	-24% ▲
	<u>(19,110,721)</u>	<u>(25,394,660)</u>	<u>(6,283,939)</u>	<u>25% ▼</u>
Adjustments for Cash Budget Requirements:				
Non-Cash Expenditure and Revenue				
(Profit)/Loss on Asset Disposals	(28,195)	(778,004)	(749,809)	96% ▼
Movement in Accruals and Provisions	(5,717)	48,452	54,169	112% ▼
Depreciation on Assets	4,172,453	5,662,315	1,489,862	26% ▼
Capital Expenditure and Revenue				
Purchase Land Held for Resale	0	(504,504)	(504,504)	100% ▼
Purchase Land and Buildings	(476,541)	(3,221,628)	(2,745,087)	85% ▼
Purchase Infrastructure Assets - Roads	(714,045)	(2,214,546)	(1,500,501)	68% ▼
Purchase Infrastructure Assets - Footpaths	0	(31,000)	(31,000)	100% ▼
Purchase Infrastructure Assets - Drainage	(483,436)	(595,000)	(111,564)	19% ▼
Purchase Infrastructure Assets - Other	(1,261,812)	(4,184,706)	(2,922,893)	70% ▼
Purchase Plant and Equipment	(636,879)	(685,863)	(48,984)	7% ▼
Purchase Furniture and Equipment	(113,528)	(343,985)	(230,456)	67% ▼
Grants / Contributions for Development of Assets	877,507	5,156,224	4,278,717	83% ▼
Proceeds from Disposal of Assets	126,000	940,638	814,638	87% ▼
Proceeds from Sale of Land Held for Resale	0	0	0	0% ▼
Repayment of Debentures	(323,569)	(478,397)	(154,828)	32% ▼
Proceeds from New Debentures	0	2,308,498	2,308,498	100% ▼
Transfers to Reserves (Restricted Assets)	(168,173)	(2,315,914)	(2,147,741)	93% ▼
Transfers from Reserves (Restricted Assets)	0	1,611,787	1,611,787	100% ▼
ADD Estimated Surplus/(Deficit) July 1 B/Fwd	5,702,346	5,702,346	0	0% ▼
LESS Estimated Surplus/(Deficit) June 30 C/Fwd	3,310,618	31,300	(3,279,318)	-10477% ▲
Amount Required to be Raised from Rates	<u>7,575,773</u>	<u>7,520,134</u>	<u>(55,639)</u>	<u>-1% ▲</u>

Shire of Wyndham East Kimberley

Note to Statement of Financial Activity
as at 31 March 2014

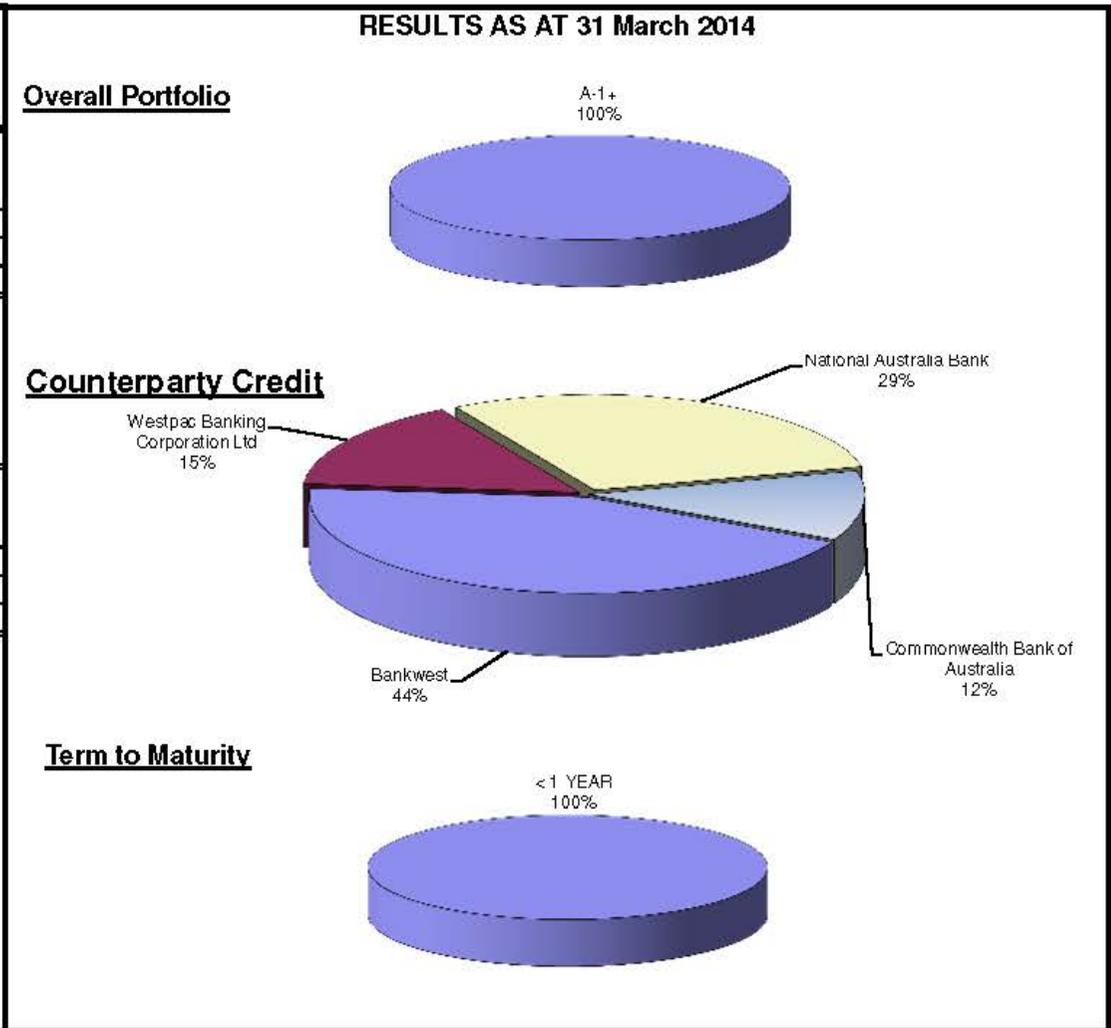


Note:

- (01) Start position includes allowance for brought forward surplus from previous financial year, Operating \$ 3.6M & Capital \$ 2.1M.
- (02) Budget/Actual operating expenditure excludes non financial transactions (Depreciation, Loss/Profit on assets disposals).
- (03) Surplus income to fund Capital Revenue gap.
- (04) Surplus operating income funds capital gap.

MONTHLY REPORT ON INVESTMENT PORTFOLIO (CASH)

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	80%	80%
<small>Note: "S & P" relates to Standard & Poors credit rating agency</small>			
"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	80%		
Portfolio % > 3 year	35%		
Portfolio % > 5 year	25%		
Individual Investment Maturity Limits			
ADI	5 years		
Non ADI	3 years		
<small>Note: "ADI" relates to an Authorised Deposit Institution (authorised under the Banking Act 1959)</small>			



13.2.2 List of Accounts Paid from Municipal Fund and Trust Fund

DATE:	29 April 2014
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	N/A
AUTHOR:	Felicity Heading, Senior Finance Officer Paul Tily, Finance Officer
REPORTING OFFICER:	Natalie Octoman, 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 16 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 EFT 120357 – 120569 (11 March – 28 March 14)	\$ 1,049,691.08
Municipal cheques 42683 - 42734 (11 March – 28 March 14)	\$ 122,072.67
Trust cheques 634 – 648 (28 March – 28 March 14)	\$ 3,010.00
Trust EFT 500671 – 500690 (04 March – 31 March 14)	\$ 23,128.80
Payroll (05 March – 28 March 14)	\$ 487,218.60
Direct bank debits (03 March – 31 March 14)	\$ 31,164.57
TOTAL	\$ 1,716,285.72

COUNCIL DECISION

Minute No. 10378

Moved: Cr S Cooke

Seconded: Cr D Learbuch

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

Municipal EFT 120357 – 120569 (11 March – 28 March 14)	\$ 1,049,691.08
Municipal cheques 42683 - 42734 (11 March – 28 March 14)	\$ 122,072.67
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Payroll (05 March – 28 March 14)	\$ 487,218.60
Direct bank debits (03 March – 31 March 14)	\$ 31,164.57
TOTAL	\$ 1,716,285.72

Carried Unanimously 9/0

LIST OF ACCOUNTS SUBMITTED TO COUNCIL 29 APRIL 2014

CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
EFT120357	11/03/2014	DEPT OF FIRE & EMERGENCY SERVICES WA	EMERGENCY SERVICES LEVY 3RD QUARTER CONTRIBUTION	90,438.13
EFT120358	11/03/2014	FRANMOR CONSTRUCTIONS PTY LTD	SUPPLY AND FIT STAINLESS STEEL SCREENS ,REPLACE DOORS - LANDFILL OFFICE	7,848.50
EFT120359	11/03/2014	AUSTRALIAN FUEL DISTRIBUTORS	7000 LTRS DIESEL TO DEPOT TANK	11,567.02
EFT120360	11/03/2014	ALL ABOUT CANVAS	BANNERS IN THE TERRACE 2014 - PVC CANVAS AND DELIVERY	118.80
EFT120361	11/03/2014	ALLGEAR MOTORCYCLES & SMALL ENGINES	BRUSHCUTTER PARTS P357, REPAIR AND SERVICE P356 - KNX DEPOT	1,910.40
EFT120362	11/03/2014	ARGYLE ELECTRICAL SERVICES PTY LTD	INSTALL & REPLACE VACUUM MOTOR TO POLISHING MACHINE PETER REID HALL	176.00
EFT120363	11/03/2014	AUST LOCAL GOVERNMENT JOB DIRECTORY	ADVERT FOR MANAGER FINANCE AND DIRECTOR COMMUNITY DEVELOPMENT	3,476.00
EFT120364	11/03/2014	BODAN CONSTRUCTIONS PTY LTD	REPAIR DOOR LOCK TO REAR STORE - WYNDHAM YOUTH CENTRE	275.00
EFT120365	11/03/2014	BEING THERE SOLUTIONS PTY LTD	SUBSCRIPTION TO BEINGTHERE VIDEO CONFERENCING 12 MONTHS	715.00
EFT120366	11/03/2014	BLACKWOODS ATKINS PTY LTD	CLOTHING -OUTDOOR WORKFORCE, CLEANING GOODS,TRUCK MAINT. -P477 - KNX	353.23
EFT120367	11/03/2014	BUSHCAMP SURPLUS STORE	CLOTHING AND BOOTS - OUTDOOR WORK FORCE KUNUNURRA	980.45
EFT120368	11/03/2014	C & S JOLLY ELECTRICS PTY LTD	REPAIRS ADVENTURE POOL PLANT ROOM - LEISURE CENTRE KUNUNURRA	569.86
EFT120369	11/03/2014	CIVIC LEGAL	LEGAL ADVICE - LEASES	182.60
EFT120370	11/03/2014	DEAN WILSON TRANSPORT	FREIGHT - PINDAN PRINTING - KUNUNURRA ADMINISTRATION	49.87
EFT120371	11/03/2014	EAST KIMBERLEY CONSTRUCTION PTY LTD	INTERNAL RECONSTRUCTION AND FIT OUT - COMMUNITY RESOURCE CTR. WYN.	14,585.00
EFT120372	11/03/2014	ENIGMA BUSINESS PRODUCTS	NEW PRINTER AND INK CARTRIDGES - KUNUNURRA ADMINISTRATION	1,424.50
EFT120373	11/03/2014	GALVINS PLUMBING SUPPLIES	FLUORO DRAIN DYE GREEN 1KG CONTAINER - EVIRON. HEALTH SAMPLING	208.80
EFT120374	11/03/2014	INTERN. ASSOC. FOR PUBLIC PARTICIPATION	EFFECTIVE PUBLIC PARTICIPATION COURSE - COMMUNITY DEV. OFFICER	3,465.00
EFT120375	11/03/2014	JASON SIGNMAKERS LTD	SIGN GROUND SOCKETS & SIGN SOCKET WEDGES - VARIOUS LOCATIONS KNX.	669.90
EFT120376	11/03/2014	STAFF MEMBER	REIMBURSEMENT - IN ACCORDANCE WITH EMPLOYMENT CONTRACT	160.00
EFT120377	11/03/2014	KUNUNURRA MEDICAL	HEP A & B BOOSTER SHOT -ENVIRONMENTAL HEALTH OFFICER	132.00
EFT120378	11/03/2014	KIMBERLEY HYDRAULICS	REPAIRS TO HOSE ON FUEL TANK - P132	170.06
EFT120379	11/03/2014	KIMBERLEY KOOL REFRIGERATION & AIRCON	REPLACEMENT FILTER TO AIRCON - ADMINISTRATION OFFICE KUNUNURRA	682.00
EFT120380	11/03/2014	KIMBERLEY MOTORS	FUEL COSTS DECEMBER 2013 - WYNDHAM VEHICLES	3,795.48
EFT120381	11/03/2014	KIMBERLEY PUMPING SERVICE	REPAIRS AND PARTS TO PIPES -WORK CAMP & IVANHOE ROAD PUMP	2,267.76
EFT120382	11/03/2014	KIMBERLEY TRAINING INSTITUTE	TRAINING PROMOTE TEAM EFFECTIVENESS, WHITE CARDS- 3 STAFF MEMBERS	2,154.73
EFT120383	11/03/2014	STAFF MEMBER	REIMBURSEMENT - IN ACCORDANCE WITH EMPLOYMENT CONTRACT	302.80
EFT120384	11/03/2014	KUNUNURRA BETTA ELECTRICAL & GAS	DVD PLAYER - WYN. CHILD CARE CENTRE, REPLACE FAULTY KETTLE - ADMIN KNX.	57.95

EFT120385	11/03/2014	KUNUNURRA HOME & GARDEN	VARIOUS HARDWARE ITEMS - DEPOT KUNUNURRA	29.25
EFT120386	11/03/2014	KUNUNURRA PANEL BEATING WORKS WA P/L	REPLACEMENT OF WINDSCREEN - P113	418.00
EFT120387	11/03/2014	LANDGATE	MINING VALUATION SHEDULES	117.65
EFT120388	11/03/2014	MARKET CREATIONS PTY LTD	INTEGRATION OF FLIGHT INFORMATION TO NEW WEBSITE	572.00
EFT120389	11/03/2014	METALAND KUNUNURRA	PARTS FOR HIRED LOADER - LANDFILL KUNUNURRA	14.65
EFT120390	11/03/2014	ORD RIVER ELECTRICS	CALLOUT AND REPAIRS - CBS X-RAY - AIRPORT KUNUNURRA	506.00
EFT120391	11/03/2014	ORDCO	VARIOUS HARDWARE ITEMS - KUNUNURRA AND WYNDHAM DEPOTS	286.00
EFT120392	11/03/2014	ORICA AUSTRALIA PTY LTD	WYN. AND KNX. POOL CHLORINE GAS SUPPLY	1,581.28
EFT120393	11/03/2014	OFFICE NATIONAL KUNUNURRA	STATIONERY SUPPLIES - ADMINISTRATION OFFICE KUNUNURRA	151.10
EFT120394	11/03/2014	PAINT INDUSTRIES PTY LTD	ROADMARKING PAINT- MANGALOO ST. KUNUNURRA	1,055.89
EFT120395	11/03/2014	RED SUN SPORTS	STOP WATCHES - WYNDHAM POOL	119.80
EFT120396	11/03/2014	SPORTSPEOPLE	ADVERTISEMENT FOR FIXED TERM POOL OPERATOR - KUNUNURRA POOL	154.00
EFT120397	11/03/2014	ST JOHN AMBULANCE	FIRST AID TRAINING - STAFF MEMBER	249.00
EFT120398	11/03/2014	STITCHED UP EMBROIDERY SERVICES	EMBROIDERY ON SHIRTS - WYNDHAM RECREATION CENTRE	40.00
EFT120399	11/03/2014	STORE DJ	PORTABLE AUDIO AND LIGHTING EQUIPMENT - WYNDHAM YOUTH CENTRE	113.00
EFT120400	11/03/2014	SURVEY NORTH	SURVEY - WYNDHAM WALK TRAIL	4,807.00
EFT120401	11/03/2014	TOX FREE SOLUTIONS LTD	REFUSE/LITTER COLLECTION/STREET SWEEPING - KNX & WYN- JAN 14	72,289.57
EFT120402	11/03/2014	TRAVELWORLD KUNUNURRA	FLIGHTS & ACCOM. - AUS SWIM TRAINING INSTRUCTORS	2,839.00
EFT120403	11/03/2014	VANDERFIELD NORTHWEST PTY LTD	SERVICE REPAIRS AND PARTS - P113, P491,	1,008.13
EFT120404	11/03/2014	WA LOCAL GOVERNMENT ASSOCIATION	ADVERTISING TENDER, DIRECTOR OF COMMUNITY DEVELOPMENT	2,080.02
EFT120405	11/03/2014	WALKABOUT SOUVENIRS	GIFTS FOR AUSTRALIA DAY CITIZENSHIP CEREMONY	549.50
EFT120406	11/03/2014	STAFF MEMBER	REIMBURSEMENT - IN ACCORDANCE WITH EMPLOYMENT CONTRACT	24.00
EFT120407	11/03/2014	WESTERN AUST. TREASURY CORPORATION	LOAN INTEREST PAYMENT	8,872.90
EFT120408	11/03/2014	WYNDHAM SUPERMARKET	PROGRAM SUPPLIES - WYNDHAM CHILDCARE	349.35
EFT120409	11/03/2014	BODAN CONSTRUCTIONS PTY LTD	BOARD UP BROKEN GLASS WINDOW - WYNDHAM CHILDCARE	100.00
EFT120410	11/03/2014	CIVIC LEGAL	LEGAL ADVICE	9,321.71
EFT120411	11/03/2014	COMFORT HOTEL PERTH CITY	ACCOM. & MEALS -PUBLIC SECTOR MANAGEMENT PROGRAM - STAFF MEMBER	628.00
EFT120412	11/03/2014	LANDGATE	GROSS RENTAL VALUATION SHEDULES	470.67
EFT120413	11/03/2014	TUCKERBOX / RETRAVISION KUNUNURRA	PROVISIONS - CITIZENSHIP CEREMONY 5TH DECEMBER	137.34
EFT120414	18/03/2014	ATO CHILD SUPPORT AGENCY	PAYROLL DEDUCTIONS	1,220.53
EFT120415	18/03/2014	ALLGEAR MOTORCYCLES AND SMALL ENGINES	PARTS - P356	82.90
EFT120416	18/03/2014	AUSTRALIAN SERVICES UNION	PAYROLL DEDUCTIONS	219.96

EFT120417	18/03/2014	AUSTRALIAN TAXATION OFFICE - PAYG	PAYROLL DEDUCTIONS	70,399.62
EFT120418	18/03/2014	AUTO ONE KUNUNURRA	1 KG POWDER - PRESSURE EXTINGUISHER - P394	31.30
EFT120419	18/03/2014	CDM HYDRAULICS PTY LTD	REPLACE HYDRAULIC HOSE - SKID STEER P136	128.72
EFT120420	18/03/2014	CENTURION TRANSPORT	FREIGHT - PAINT INDUSTRIES, PINE TIMBER PRODUCTS - DEPOT KNX	2,769.46
EFT120421	18/03/2014	COATES HIRE OPERATIONS PTY LTD	HIRE OF GENERATOR AND MESSAGE BOARDS WYN LANDFILL , WEABER PLAIN RD	1,881.64
EFT120422	18/03/2014	DAVEY TYRE & BATTERY SERVICE	REPAIR & REPLACE TYRES P372 ON COMMUNITY BUS	2,754.00
EFT120423	18/03/2014	DEPARTMENT OF TRANSPORT	ANNUAL JETTY LICENCING	108.93
EFT120424	18/03/2014	EAST KIMBERLEY PLUMBING	EKRA FIRE PUMP MAINTENANCE PROGRAM - AIRPORT KUNUNURRA	300.30
EFT120425	18/03/2014	FLAMETREE NURSERY	STREET TREES - KUNUNURRA	439.00
EFT120426	18/03/2014	GUERINONI & SONS	FLOAT AND TIPPER HIRE- LAKE ARGYLE RD, AGGREGATE - DEPOT KUNUNURRA	8,560.18
EFT120427	18/03/2014	HYDRO KLEEN	CLEAN AIRCONDITIONERS - ADMINISTRATION BUILDING WYNDHAM	4,125.00
EFT120428	18/03/2014	IMAGESOURCE	PRINTED LETTERHEAD SUPPLIES - ADMINISTRATION OFFICE KUNUNURRA	689.92
EFT120429	18/03/2014	JSW HOLDINGS PTY LTD	LOADER HIRE,SUPPLY BASALT,SHALE-FLOOD WORKS LEICHHARDT/ERYTHRINA ST.	28,633.70
EFT120430	18/03/2014	JAB INDUSTRIES	SIGNS & HEAVY VEHICLE HIRE- FLOOD WORKS - VAR. LOCATIONS - KUNUNURRA	74,815.40
EFT120431	18/03/2014	KIMBERLEY ECHO - ALBANY ADVERTISER	SWEK NEWS JAN 14 (4 ISSUES), ADVERT EXEC. ASSISTANT & DIR. COMM. DEV.	3,005.08
EFT120432	18/03/2014	KIMBERLEY KOOL REFRIGERATION & AIRCON	REPAIR AIR-CON. & ICE MACHINE - REC. CENTRE, ADMIN OFFICE - WYNDHAM	3,432.00
EFT120433	18/03/2014	KIMBERLEY MARKETING - CASH AND CARRY	SUPPLIES - AIRPORT KNX	86.90
EFT120434	18/03/2014	KUNUNURRA COURIERS	WATER SUPPLIES - LANDFILL KNX	200.00
EFT120435	18/03/2014	L.G.R.C.E.U	PAYROLL DEDUCTIONS	19.40
EFT120436	18/03/2014	MANDALAY TECHNOLOGIES PTY LTD	SOFTWARE TRAINING & LICENCING 2013-2014 - LANDFILL KUNUNURRA	8,580.00
EFT120437	18/03/2014	MAXXIA	PAYROLL DEDUCTIONS	5,686.51
EFT120438	18/03/2014	MCLEAN ENTERPRISES PTY LTD	FREIGHT- DEPOT KUNUNURRA	506.00
EFT120439	18/03/2014	METALAND KUNUNURRA	PARTS AND REPAIR - P485	100.66
EFT120440	18/03/2014	NYTROWORX	BUILDING REPAIR & MAINTENANCE- SHIRE PROPERTY	382.38
EFT120441	18/03/2014	ORD RIVER ELECTRICS	REPAIRS AND MAINTENANCE FLOOD LIGHT - AIRPORT KUNUNURRA	549.78
EFT120442	18/03/2014	OFFICE NATIONAL KUNUNURRA	STATIONERY SUPPLIES - ADMINISTRATION OFFICE KUNUNURRA	4.95
EFT120443	18/03/2014	PRITCHARD BOOKBINDERS	A4 STANDARD COUNCIL MINUTES BOOKS	161.70
EFT120444	18/03/2014	SHIRE OF WYNDHAM EAST KIMBERLEY	PAYROLL DEDUCTIONS	70.00
EFT120445	18/03/2014	SURVEY NORTH	PEG OUT AND SURVEY BOUNDARIES - WELSH ST WYNDHAM, LANDFILL KNX.	3,938.00
EFT120446	18/03/2014	TELFORD INDUSTRIES	POOL MAINTENANCE EQUIPMENT - POOL KUNUNURRA	320.98
EFT120447	18/03/2014	TNT AUSTRALIA PTY LIMITED	FREIGHT - ENVIRONMENTAL HEALTH SAMPLES	1,186.78
EFT120448	18/03/2014	TOLL EXPRESS	FREIGHT - CHEMICALS - POOL KUNUNURRA	793.84

EFT120449	18/03/2014	TST ELECTRICAL	REPAIR LIGHTING - BOAT RAMP WYNDHAM	360.00
EFT120450	18/03/2014	THINK WATER KUNUNURRA	REPLACEMENT CONTROLLER - MESSMATE WAY	175.12
EFT120451	18/03/2014	TYREPLUS KUNUNURRA	TYRE REPAIR - P491	30.00
EFT120452	18/03/2014	VANDERFIELD NORTHWEST PTY LTD	PARTS - DEPOT KUNUNURRA	43.06
EFT120453	18/03/2014	WA LOCAL GOVT. SUPERANNUATION PLAN	SUPERANNUATION CONTRIBUTIONS	31,988.42
EFT120454	18/03/2014	WESTRAC EQUIPMENT PTY LTD	PARTS - P390	120.82
EFT120455	18/03/2014	NEED FOR SPEED TOWING	REMOVAL OF ABANDONED CAR	110.00
EFT120456	21/03/2014	KIMBERLEYLAND HOLIDAY PARK	ACCOMMODATION FOR TEMPORARY SENIOR BUILDING SURVEYOR	840.00
EFT120457	21/03/2014	ATO CHILD SUPPORT AGENCY	PAYROLL DEDUCTIONS	1,280.53
EFT120458	21/03/2014	AUSTRALIAN SERVICES UNION	PAYROLL DEDUCTIONS	219.96
EFT120459	21/03/2014	AUSTRALIAN TAXATION OFFICE - PAYG	PAYROLL DEDUCTIONS	68,677.00
EFT120460	21/03/2014	BOAB REFRIGERATION AND AIRCON	REPACE AND INSTALL PARTS FOR AIRCONDITIONERS - AIRPORT KUNUNURRA	1,881.00
EFT120461	21/03/2014	BUSHCAMP SURPLUS STORE	SAFETY WORK BOOTS - OUTDOOR WORKFORCE - KUNUNURRA	273.90
EFT120462	21/03/2014	C & S JOLLY ELECTRICS PTY LTD	ELECTRICAL FAULT REPAIR - YOUTH CENTRE KUNUNURRA	176.00
EFT120463	21/03/2014	CIVIC LEGAL	LEGAL ADVICE	18,406.70
EFT120464	21/03/2014	CROCODILE SIGNS PTY LTD	BASKETBALL/NETBALL COURT SIGN - HARD COURTS KUNUNURRA	360.80
EFT120465	21/03/2014	DELRON CLEANING PTY LTD	CLEANING - STAFF HOUSING ON TERMINATION OF LEASE	385.00
EFT120466	21/03/2014	DISCOVERY EDUCATIONAL PTY LTD	EDUCATION MATERIALS - LIBRARY KUNUNURRA	88.85
EFT120467	21/03/2014	DOWNER EDI WORKS PTY LTD	PAVING INDUSTRIAL PLANT AND PARTS - AIRPORT KUNUNURRA	66,154.00
EFT120468	21/03/2014	DATA #3 LICENSING SOLUTIONS	RENEWAL SOFTWARE - INFORMATION SERVICES KUNUNURRA	3,815.21
EFT120469	21/03/2014	EAGLE TRAINING SERVICES NT PTY LTD	CERT II IN SECURITY OPERATIONS ,FIRST AID TRAINING X 8 - AIRPORT KUNUNURRA	11,010.00
EFT120470	21/03/2014	EAST KIMBERLEY GLASS	REPLACE GLASS - WYN COMMUNITY RESOUC ECTR, WYN CHILDCARE	1,933.80
EFT120471	21/03/2014	EAST KIMBERLEY HARDWARE	HARDWARE MATERIALS AND PARTS - WYNDHAM AND KUNUNURRA	2,979.00
EFT120472	21/03/2014	EAST KIMBERLEY PLUMBING	BUILDING REPAIRS - SHIRE PROPERTY	186.56
EFT120473	21/03/2014	ENIGMA BUSINESS PRODUCTS	PRINTER MATERIALS - YOUTH CENTRE WYNDHAM	1,028.50
EFT120474	21/03/2014	FUJI XEROX AUSTRALIA P/L	PRINTING COSTS - ADMINISTRATION OFFICE KUNUNURRA	51.71
EFT120475	21/03/2014	HART SPORT	SPORTS EQUIPMENT - WYNDHAM YOUTH AND RECREATION PROGRAMS	386.70
EFT120476	21/03/2014	HOTEL KUNUNURRA	SHIRE CHRISTMAS FUNCTION	1,824.88
EFT120477	21/03/2014	IBAC PLUMBING PTY LTD	REPLACE PUMP - CELEBRITY TREE PARK KUNUNURRA	3,453.67
EFT120478	21/03/2014	KATHERINE TREE MAINTENANCE	MACHINERY HIRE - LANDFILL KUNUNURRA	5,940.00
EFT120479	21/03/2014	KIMBERLEY HYDRAULICS	PARTS - P136	126.82
EFT120480	21/03/2014	KIMBERLEY KOOL REFRIGERATION & AIRCON	REPLACEMENT AIRCONDITIONER - STAFF HOUSING X 2 - KUNUNURRA	9,180.60
EFT120481	21/03/2014	KIMBERLEY TREE SERVICES PTY LTD	TREE REMOVAL - SPORTS OVAL KUNUNURRA	1,850.00

EFT120482	21/03/2014	KUNUNURRA BETTA ELECTRICAL & GAS	FRIDGE PARTS - ADMINISTRATION OFFICE KUNUNURRA	340.00
EFT120483	21/03/2014	KUNUNURRA COURIERS	WATER COSTS - ADMINISTRATION OFFICE KUNUNURRA	75.00
EFT120484	21/03/2014	KUNUNURRA MAINTENANCE SERVICE	REPLACEMENT SCREENS - POOL - WYNDHAM	875.00
EFT120485	21/03/2014	KUNUNURRA SECURITY SERVICE	SECURITY CALL OUTS - SHIRE BUILDINGS - KUNUNURRA	770.00
EFT120486	21/03/2014	KUNUNURRA SOCCER ASSOCIATION INC	KIDSPORT MEMBERSHIP	420.00
EFT120487	21/03/2014	MAXXIA	PAYROLL DEDUCTIONS	6,218.52
EFT120488	21/03/2014	MCLEAN ENTERPRISES PTY LTD	FREIGHT - DEPOT KUNUNURRA	44.00
EFT120489	21/03/2014	NJ GAFF & C YATES	STREET TREES - WYNDHAM AND KUNUNURRA	237.00
EFT120490	21/03/2014	NYTROWORX	REPAIRS AND MAINT. - KNX. OVAL CHANGE ROOMS, SHIRE PROPERTIES KNX.	2,000.66
EFT120491	21/03/2014	OPTEON (NORTH WEST WA) PTY LTD	VALUATION ADVICE - SHIRE PROPERTY	1,210.00
EFT120492	21/03/2014	ORD RIVER ELECTRICS	ELECTRICAL LIGHTING MAINTENANCE - AIRPORT KUNUNURRA	4,008.20
EFT120493	21/03/2014	OFFICE NATIONAL KUNUNURRA	STATIONERY SUPPLIES - ADMINISTRATION OFFICE KUNUNURRA	39.90
EFT120494	21/03/2014	PIVOTEL	SATELITE PHONE COSTS - JANUARY 2014	60.00
EFT120495	21/03/2014	PLANETT PTY LTD	STAFF UNIFORMS - RECREATION AND LEISURE KUNUNURRA AND WYNDHAM	3,141.88
EFT120496	21/03/2014	QUBE LOGISTICS PTY LTD (IML LOGISTICS)	CHEMICAL TRANSPORT - POOL - WYNDHAM	567.90
EFT120497	21/03/2014	QUICK CORPORATE AUSTRALIA	STATIONERY SUPPLIES - ADMINISTRATION OFFICE KUNUNURRA	804.16
EFT120498	21/03/2014	RED RUST CONTRACTING PTY LTD	INSTALLATION OF WINDSOCK AND STORAGE AREA - POOL, SPORTS OVAL KNX	3,180.00
EFT120499	21/03/2014	SEARLES HOLDINGS T/A AUTO PRO	OUTDOOR TOOLS AND EQUIPMENT - DEPOT WYNDHAM	664.95
EFT120500	21/03/2014	SJR CIVIL CONSULTING PTY LTD	SURVEY & DESIGN - VARIOUS LOCATIONS - KUNUNURRA	8,360.00
EFT120501	21/03/2014	SCOTT DAY - DJ/KARAOKE HIRE	HIRE OF DJ AND EQUIPMENT - AUSTRALIA DAY CELEBRATIONS	200.00
EFT120502	21/03/2014	SHIRE OF WYNDHAM EAST KIMBERLEY	PAYROLL DEDUCTIONS	70.00
EFT120503	21/03/2014	SURVEY NORTH	SURVEY & DESIGN - VARIOUS LOCATIONS - KUNUNURRA	2,821.50
EFT120504	21/03/2014	TOLL EXPRESS	FREIGHT - STATE LIBRARY - LIBRARY WYNDHAM	79.07
EFT120505	21/03/2014	TROPICAL PEST CONTROL	SPRAY FOR WASPS - SWIM BEACH KUNUNURRA	110.00
EFT120506	21/03/2014	VANDERFIELD NORTHWEST PTY LTD	VEHICLE SERVICE & REPAIRS - P468, P118, P113, P111	753.02
EFT120507	21/03/2014	WA LOCAL GOVERNMENT SUPER. PLAN	SUPERANNUATION CONTRIBUTIONS	30,051.04
EFT120508	21/03/2014	WA LOCAL GOVERNMENT ASSOCIATION	LOCAL GOVERNMENT DIRECTORIES	559.20
EFT120509	21/03/2014	WYNDHAM EXCAVATIONS	HEAVY EQUIPMENT HIRE - ROAD, DRAIN MAINTENANCE - WYNDHAM	3,938.00
EFT120510	28/03/2014	CORE BUSINESS AUSTRALIA PTY LTD	WANDRRA PROJECT MANAGEMENT	36,364.10
EFT120511	28/03/2014	AMPAC DEBT RECOVERY (WA) PTY LTD	DEBT RECOVERY RATES - JANUARY 2014	2,935.47
EFT120512	28/03/2014	ASK WASTE MANAGEMENT	WASTE MANAGEMENT CONSULTANCY - LANDFILL KUNUNURRA	10,605.50
EFT120513	28/03/2014	AUSTRALIAN FUEL DISTRIBUTORS	7,000 LITRES OF DIESEL - DEPOT KUNUNURRA	11,452.98
EFT120514	28/03/2014	BLACKWOODS ATKINS PTY LTD	SAFETY EQUIPMENT AND PROTECTIVE CLOTHING - OUTDOOR WORKFORCE - KNX.	684.09

EFT120515	28/03/2014	BUSHCAMP SURPLUS STORE	WORK CLOTHING - OUTDOOR WORKFORCE - KUNUNURRA	961.00
EFT120516	28/03/2014	CHILDCARE ASSOCIATION OF WA	MEMBERSHIP - WYNDHAM CHILDCARE CENTRE	189.60
EFT120517	28/03/2014	STAFF MEMBER	REIMBURSEMENT - IN ACCORDANCE WITH EMPLOYMENT CONTRACT	1,592.55
EFT120518	28/03/2014	COATES HIRE OPERATIONS PTY LTD	EQUIPMENT HIRE - LANDFILL KUNUNURRA	4,150.68
EFT120519	28/03/2014	CROCODILE SIGNS PTY LTD	SIGNAGE - LEISURE CENTRE KUNUNURRA	858.00
EFT120520	28/03/2014	DAVEY TYRE & BATTERY SERVICE	BATTERIES AND MATERIALS - P367, P390, P356, LANDFILL KUNUNURRA	1,771.75
EFT120521	28/03/2014	DEAN WILSON TRANSPORT	FREIGHT - KIMBERLEY SOILS LABS - SAMPLES - DEPOT KUNUNURRA	36.30
EFT120522	28/03/2014	DEREK BOHN	PROVISION OF LABOUR SERVICES - AIRPORT KUNUNURRA	2,464.00
EFT120523	28/03/2014	EAST KIMBERLEY HARDWARE	VARIOUS HARDWARE ITEMS - DEPOT KUNUNURRA	827.45
EFT120524	28/03/2014	EAST KIMBERLEY PLUMBING	FIRE PUMP MAINTENANCE AND ROOF REPAIR -AIRPORT, YOUTH CENTRE - KNX	429.00
EFT120525	28/03/2014	EAST KIMBERLEY REAL ESTATE	WATER CONSUMPTION - STAFF HOUSING RENTAL	18.66
EFT120526	28/03/2014	FRONTIER FENCING	SUPPLY AND INSTALL FENCE - LANDFILL KUNUNURRA	4,722.82
EFT120527	28/03/2014	GYM CARE	GYM EQUIPMENT - LEISURE CENTRE KUNUNURRA	2,057.00
EFT120528	28/03/2014	GALVINS PLUMBING SUPPLIES	PLUMBING REPAIRS - CHILDCARE WYNDHAM	14.13
EFT120529	28/03/2014	GUERINONI & SONS	FLOOD EMERGENCY WORKS - LAKE ARGYLE RD,CROSSING FALL RD,LANDFILL KNX.	98,605.10
EFT120530	28/03/2014	HYDRAMET PTY LTD	RETICULATION REPAIRS - WASTE WATER TREATMENT PLANT - WYNDHAM	3,795.00
EFT120531	28/03/2014	IBAC PLUMBING PTY LTD	PLUMBING MAINTENANCE AND REPAIR - ADMIN OFFICE, YOUTH CENTRE - KNX.	554.84
EFT120532	28/03/2014	JSW HOLDINGS PTY LTD	SUPPLY AGGREGATE - FLOOD EMERGENCY WORKS - VAR. LOCS. - KUNUNURRA	280.50
EFT120533	28/03/2014	JAB INDUSTRIES	HEAVY EQUIPMENT HIRE - LANDFILL KUNUNURRA	1,053.25
EFT120534	28/03/2014	STAFF MEMBER	REIMBURSEMENT - IN ACCORDANCE WITH EMPLOYMENT CONTRACT	619.05
EFT120535	28/03/2014	KUNUNURRA 4WD SPARES	VEHICLE MAINTENANCE - P134, P131	3,714.53
EFT120536	28/03/2014	KIMBERLEY COMMUNICATIONS	RADIO EQUIPMENT REPAIR AND MAINTENANCE - KUNUNURRA AND WYNDHAM	2,308.00
EFT120537	28/03/2014	KIMBERLEY KOOL REFRIGERATION & AIRCON.	AIRCONDITIONER MAINTENANCE - STAFF HOUSING, YOUTH CENTRE KUNUNURRA	2,420.00
EFT120538	28/03/2014	KIMBERLEY TREE SERVICES PTY LTD	TREE MAINTENANCE - IRONWOOD DR, CASUARINA WY. KUNUNURRA	3,980.00
EFT120539	28/03/2014	KUNUNURRA COURIERS	WATER COSTS -ADMINISTRATION OFFICE KUNUNURRA	20.00
EFT120540	28/03/2014	KUNUNURRA DISTRICT HIGH SCHOOL	PHOTOCOPIER COSTS - LIBRARY KUNUNURRA	155.88
EFT120541	28/03/2014	KUNUNURRA HOME & GARDEN	CONSTRUCTION MATERIALS - VARIOUS LOCATIONS - KUNUNURRA	978.00
EFT120542	28/03/2014	KUNUNURRA LOCK & KEY	KEY CUTTING - POUND, OVAL AND GROUNDS - KUNUNURRA	196.00
EFT120543	28/03/2014	KUNUNURRA PANEL BEATING WORKS WA P/L	REPLACE WINDSCREEN - P367	484.00
EFT120544	28/03/2014	KUNUNURRA/WYNDHAM HEALTH SERVICE	OUTPATIENT APPOINTMENT - WORKERS COMPENSATION	203.00
EFT120545	28/03/2014	L3 COMMUNICATIONS AUSTRALIA PTY LTD	MAINTENANCE - PASSENGER SCREENING EQUIP. AIRPORT KUNUNURRA	4,026.00

EFT120546	28/03/2014	LAWRENCE & HANSON GROUP	LIGHTING EQUIPMENT - AIRPORT KUNUNURRA	95.48
EFT120547	28/03/2014	LANDGATE	LAND ENQUIRIES RATES - FEBRUARY 2014	407.00
EFT120548	28/03/2014	MINISTER FOR HEALTH	REFUND OVERPAYMENT OF RATES	8,648.00
EFT120549	28/03/2014	NYTROWORX	BUILDING REPAIR & MAINTENANCE - SHIRE PROPERTIES	2,910.02
EFT120550	28/03/2014	ORDCO	HERBICIDES - MAINTENANCE - KUNUNURRA AND WYNDHAM	2,453.00
EFT120551	28/03/2014	OFFICE NATIONAL KUNUNURRA	STATIONERY SUPPLIES - ADMINISTRATION OFFICE KUNUNURRA	31.90
EFT120552	28/03/2014	OLLIE'S IRRIGATIONS & PLUMBING SUPPLIES	RETICULATION MAINTENANCE - CASUARINA WY, KONKEBERRY DR. KUNUNURRA	951.83
EFT120553	28/03/2014	ORD FUEL SUPPLIES	4,000 LITRES OF DIESEL - DEPOT KUNUNURRA	7,176.26
EFT120554	28/03/2014	PRITCHARD FRANCIS	CIVIL ENGINEERING ADVICE - ERYTHINA ST. KUNUNURRA	17,888.20
EFT120555	28/03/2014	RED SUN SPORTS	WILDLIFE PROTECTION SUPPLIES - AIRPORT KUNUNURRA	550.00
EFT120556	28/03/2014	SEARLES HOLDINGS T/A AUTO PRO	VEHICLE MAINTENANCE - P379	160.89
EFT120557	28/03/2014	SETON AUSTRALIA PTY LTD	MAGNIFYING LAMP - ENVIRONMENTAL HEALTH - KUNUNURRA	48.06
EFT120558	28/03/2014	SJR CIVIL CONSULTING PTY LTD	SURVEY AND DESIGN - AIRPORT KUNUNURRA	2,640.00
EFT120559	28/03/2014	SURVEY NORTH	SURVEY AND DESIGN - CARLTON HILL ROAD	1,402.50
EFT120560	28/03/2014	TELFORD INDUSTRIES	POOL MAINTENANCE SUPPLIES - POOL KUNUNURRA	74.80
EFT120561	28/03/2014	TNT AUSTRALIA PTY LIMITED	FREIGHT - ENVIRONMENTAL HEALTH SAMPLES	158.85
EFT120562	28/03/2014	TOP END MOTORS	VEHICLE MAINTENANCE - P475	279.80
EFT120563	28/03/2014	TRAVELWORLD KUNUNURRA	TRAVEL AND ACCOMMODATION - WALGA TAX TRAINING - FINANCE STAFF	1,998.00
EFT120564	28/03/2014	TUCKERBOX / RETRAVISION KUNUNURRA	PROVISIONS AND MATERIALS JAN-FEB 14 - KUNUNURRA & WYNDHAM	2,050.17
EFT120565	28/03/2014	UHY HAINES NORTON (WA) PTY LTD	ACQUITTAL - WYNDHAM YOUTH CENTRE	2,860.00
EFT120566	28/03/2014	VANDERFIELD NORTHWEST PTY LTD	PARTS - P491,P135,P138,P383	264.40
EFT120567	28/03/2014	WALKABOUT SOUVENIRS	CELEBRITY TREE PARK PLAQUES	198.00
EFT120568	28/03/2014	WESTBOOKS	BOOKS - LIBRARY KUNUNURRA	53.98
EFT120569	28/03/2014	WESTRAC EQUIPMENT PTY LTD	PARTS - P390	116.93
TOTAL MUNI EFT PAYMENTS				1,049,691.08

CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
42683	11/03/2014	CASH - PETTY CASH KNX DEPOT	MILK	96.80
42694		CANCELLED	CANCELLED	-
42685	11/03/2014	HORIZON POWER	ELEC. - VARIOUS LOCATIONS INCL. WYN. POOL, KNX LSR CNTR, 26/11/13-30/1/14	33,464.79
42686	13/03/2014	CASH - PETTY CASH KNX OFFICE	P384 TRAVEL AND INSPECTION COST, SUPPLIES - DEPOT KUNUNURRA	180.40
42687	18/03/2014	AMP CORPORATE SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	199.45

42688	18/03/2014	AMP LIFE LTD	SUPERANNUATION CONTRIBUTIONS	428.53
42689	18/03/2014	AUSTRALIAN SUPER	SUPERANNUATION CONTRIBUTIONS	412.01
42690	18/03/2014	AUSTRALIAN SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	1,686.05
42691	18/03/2014	CARE SUPER	SUPERANNUATION CONTRIBUTIONS	101.37
42692	18/03/2014	COLONIAL FIRST STATE	SUPERANNUATION CONTRIBUTIONS	240.93
42693	18/03/2014	CONCEPT ONE SUPERANNUATION FUND	SUPERANNUATION CONTRIBUTIONS	221.74
42694	18/03/2014	DEPARTMENT OF TRANSPORT	VARIOUS PLANT - REGISTRATION	1,778.50
42695	18/03/2014	HEALTH INSURANCE FUND OF AUST LTD	PAYROLL DEDUCTIONS	42.75
42696	18/03/2014	HORIZON POWER	ELEC. - VARIOUS LOCATIONS INCL. KNX AIRPRT, PETER REID HALL 1/12/13-31/1/14	11,519.96
42697	18/03/2014	LOCAL GOVERNMENT SUPER	SUPERANNUATION CONTRIBUTIONS	492.98
42698	18/03/2014	MLC MASTERKEY PERSONAL SUPER	SUPERANNUATION CONTRIBUTIONS	859.30
42699	18/03/2014	MLC NOMINEES PTY LTD	SUPERANNUATION CONTRIBUTIONS	454.93
42700	18/03/2014	MTAA SUPER	SUPERANNUATION CONTRIBUTIONS	101.37
42701	18/03/2014	REI SUPER	SUPERANNUATION CONTRIBUTIONS	350.29
42702	18/03/2014	REST SUPER	SUPERANNUATION CONTRIBUTIONS	207.66
42703	18/03/2014	SUNSUPER	SUPERANNUATION CONTRIBUTIONS	782.11
42704	18/03/2014	THE TRUSTEE FOR HEADING SUPER FUND	SUPERANNUATION CONTRIBUTIONS	433.97
42705	18/03/2014	UNISUPER	SUPERANNUATION CONTRIBUTIONS	148.06
42706	18/03/2014	VICSUPER	SUPERANNUATION CONTRIBUTIONS	250.70
42707	18/03/2014	VISION SUPER	SUPERANNUATION CONTRIBUTIONS	3,783.92
42708	18/03/2014	WESTSCHEME	SUPERANNUATION CONTRIBUTIONS	610.51
42709	18/03/2014	WATER CORP. SUPERANNUATION PLAN	SUPERANNUATION CONTRIBUTIONS	185.04
42710	21/03/2014	AMP LIFE LTD	SUPERANNUATION CONTRIBUTIONS	460.64
42711	21/03/2014	AUSTRALIAN SUPER	SUPERANNUATION CONTRIBUTIONS	430.70
42712	21/03/2014	AUSTRALIAN SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	1,815.94
42713	21/03/2014	CARE SUPER	SUPERANNUATION CONTRIBUTIONS	68.35
42714	21/03/2014	COLONIAL FIRST STATE	SUPERANNUATION CONTRIBUTIONS	237.24
42715	21/03/2014	CONCEPT ONE SUPERANNUATION FUND	SUPERANNUATION CONTRIBUTIONS	231.54
42716	21/03/2014	HEALTH INSURANCE FUND OF AUST LTD	PAYROLL DEDUCTIONS	42.75
42717	21/03/2014	HORIZON POWER	ELEC - STREET LIGHTING 1/1/14-28/2/14, ADMIN OFFICE KNX 14/1/14-10/2/14	40,106.97
42718	21/03/2014	LOCAL GOVERNMENT SUPER	SUPERANNUATION CONTRIBUTIONS	493.86
42719	21/03/2014	MLC MASTERKEY PERSONAL SUPER	SUPERANNUATION CONTRIBUTIONS	872.88
42720	21/03/2014	MLC NOMINEES PTY LTD	SUPERANNUATION CONTRIBUTIONS	500.68

42721	21/03/2014	MTAA SUPER	SUPERANNUATION CONTRIBUTIONS	156.62
42722	21/03/2014	REI SUPER	SUPERANNUATION CONTRIBUTIONS	377.70
42723	21/03/2014	REST SUPER	SUPERANNUATION CONTRIBUTIONS	216.90
42724	21/03/2014	SUNSUPER	SUPERANNUATION CONTRIBUTIONS	745.30
42725	21/03/2014	THE TRUSTEE FOR HEADING SUPER FUND	SUPERANNUATION CONTRIBUTIONS	455.62
42726	21/03/2014	UNISUPER	SUPERANNUATION CONTRIBUTIONS	155.09
42727	21/03/2014	VICSUPER	SUPERANNUATION CONTRIBUTIONS	130.43
42728	21/03/2014	VISION SUPER	SUPERANNUATION CONTRIBUTIONS	3,501.16
42729	21/03/2014	WESTSCHEME	SUPERANNUATION CONTRIBUTIONS	643.96
42730	21/03/2014	WATER CORP. SUPERANNUATION PLAN	SUPERANNUATION CONTRIBUTIONS	195.46
42731	25/03/2014	DEPARTMENT OF TRANSPORT	REGISTRATION AND INSURANCE - VARIOUS PLANT	4,866.20
42732	28/03/2014	AUSTRALIAN TRAVELLER	MAGAZINE SUBSCRIPTION - AUSTRALIAN TRAVELLER 2 YEARS	65.95
42733	28/03/2014	HORIZON POWER	ELEC. - VARIOUS INCL. STAFF HOUSING KUNUNURRA 18/12/13-17/3/14	5,323.45
42734	28/03/2014	WATER CORPORATION	WATER USE&SERVICE CHARGES - STAFF HSING KNX, EWIN CENTRE - 2/1/14-4/3/14	943.16
TOTAL MUNI CHEQUE PAYMENTS				122,072.67

CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
634	28/03/2014	ADRIAN PORTER	BOND REFUND ASIC CARD	50.00
635	28/03/2014	ALLCLEAN COMMERCIAL CLEANERS	BOND REFUND ASIC CARD B. SULLIVAN	100.00
636	28/03/2014	AMANDA DOYLE	BOND REFUND KUNUNURRA LEISURE CENTRE HALL HIRE 21/11/13	500.00
637	28/03/2014	GEORGE JOHNSON	BOND REFUND PETER REID HALL HIRE 6/3/14	1,020.00
638	28/03/2014	HUGH CAMPBELL	BOND REFUND ASIC CARD	50.00
639	28/03/2014	JAKE HOPKINS	BOND REFUND ASIC CARD	50.00
640	28/03/2014	JEREMY WILTSHIRE	BOND REFUND ASIC CARD	50.00
641	28/03/2014	KUNUNURRA COURIERS	BOND REFUND ASIC CARD L. BAILEY	100.00
642	28/03/2014	KUNUNURRA SECURITY SERVICE	BOND REFUND ASIC CARD B. FENNELL	200.00
643	28/03/2014	MALCOLM FRANK VICKERS	BOND REFUND ASIC CARD	50.00
644	28/03/2014	NORTHERN AIRPORT SERVICES	BOND REFUND ASIC CARD J. SAUNDERS	100.00
645	28/03/2014	TONY FITZGERALD	BOND REFUND PETER REID HALL HIRE 11/3/14	270.00
646	28/03/2014	TOP END BUILDING COMPANY	KERB BOND REFUND BL110/2009	370.00
647	28/03/2014	WAYNE CAHILL	BOND REFUND ASIC CARD	50.00
648	28/03/2014	NORTHERN AIRPORT SERVICES	BOND REFUND ASIC CARD J. LODGE	50.00
TOTAL TRUST CHEQUE PAYMENTS				3,010.00

CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
500671	04/03/2014	TRUST DPI CLEARING	TRANSPORT CLEARING 4/3/14	471.60
500672	05/03/2014	TRUST DPI CLEARING	TRANSPORT CLEARING 5/3/14	710.40
500673	06/03/2014	TRUST DPI CLEARING	TRANSPORT CLEARING 6/3/14	771.75
500674	07/03/2014	TRUST DPI CLEARING	TRANSPORT CLEARING 7/3/14	458.45
500675	10/03/2014	TRUST DPI CLEARING	TRANSPORT CLEARING 10/3/14	1,479.65
500676	11/03/2014	TRUST DPI CLEARING	TRANSPORT CLEARING 11/3/14	402.05
500677	12/03/2014	TRUST DPI CLEARING	TRANSPORT CLEARING 12/3/14	2,133.60
500678	13/03/2014	TRUST DPI CLEARING	TRANSPORT CLEARING 13/3/14	1,492.05
500679	14/03/2014	TRUST DPI CLEARING	TRANSPORT CLEARING 14/3/14	607.75
500680	17/03/2014	TRUST DPI CLEARING	TRANSPORT CLEARING 17/3/14	766.75
500681	18/03/2014	TRUST DPI CLEARING	TRANSPORT CLEARING 18/3/14	1,200.80
500682	19/03/2014	TRUST DPI CLEARING	TRANSPORT CLEARING 19/3/14	274.35
500683	20/03/2014	TRUST DPI CLEARING	TRANSPORT CLEARING 20/3/14	833.85
500684	21/03/2014	TRUST DPI CLEARING	TRANSPORT CLEARING 21/3/14	918.75
500685	24/03/2014	TRUST DPI CLEARING	TRANSPORT CLEARING 24/3/14	279.35
500686	25/03/2014	TRUST DPI CLEARING	TRANSPORT CLEARING 25/3/14	1,254.40
500687	26/03/2014	TRUST DPI CLEARING	TRANSPORT CLEARING 26/3/14	577.90
500688	27/03/2014	TRUST DPI CLEARING	TRANSPORT CLEARING 27/3/14	2,166.15
500689	28/03/2014	TRUST DPI CLEARING	TRANSPORT CLEARING 28/3/14	6,172.20
500690	31/03/2014	TRUST DPI CLEARING	TRANSPORT CLEARING 31/3/14	157.00
TOTAL TRANSPORT EFT PAYMENTS				23,128.80

5/03/2014	PAYROLL	PAYROLL	234,618.22
14/03/2014	PAYROLL	PAYROLL	1,059.79
18/03/2014	PAYROLL	PAYROLL	22,744.05
19/03/2014	PAYROLL	PAYROLL	226,697.95
28/03/2014	PAYROLL	PAYROLL	682.00
28/03/2014	PAYROLL	PAYROLL	531.19
28/03/2014	PAYROLL	PAYROLL	885.40
TOTAL PAYROLL PAYMENTS			487,218.60

CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
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3/03/2014	DIRECT DEBIT	FEE - BPAY	94.87
3/03/2014	DIRECT DEBIT	BANK FEES	161.80
3/03/2014	DIRECT DEBIT	LEASE COSTS 16/33 KONKERBERRY DRIVE KUNUNURRA	2,253.33
3/03/2014	DIRECT DEBIT	LEASE COSTS - 11 KWINANA STREET WYNDHAM	1,441.00
4/03/2014	DIRECT DEBIT	LEASE COSTS - 9B PLUM COURT KUNUNURRA	1,380.50
10/03/2014	DIRECT DEBIT	LEASE COSTS - 5 RATTLEPOD CLOSE KUNUNURRA	2,946.66
10/03/2014	DIRECT DEBIT	LEASE COSTS - 38 GARDENIA DRIVE KUNUNURRA	3,606.55
18/03/2014	DIRECT DEBIT	LEASE COSTS - 9B PLUM COURT KUNUNURRA	1,380.50
20/03/2014	DIRECT DEBIT	PERIODICAL PAYMENT TO MASTERCARD	10,403.04
27/03/2014	DIRECT DEBIT	LEASE COSTS 17/33 KONKERBERRY DRIVE KUNUNURRA	2,253.33
28/03/2014	DIRECT DEBIT	LEASE COSTS - LOT 2433 (REAR) 60 COOLIBAH DRIVE KUNUNURRA	2,383.33
31/03/2014	DIRECT DEBIT	BANK FEES	606.33
31/03/2014	DIRECT DEBIT	LEASE COSTS 16/33 KONKERBERRY DRIVE KUNUNURRA	2,253.33
		TOTAL DIRECT DEBIT PAYMENTS	<u>31,164.57</u>

13.2.3 Request for the write off of back rates on A2490 and reimbursement of works undertaken to the access road

DATE:	29 April 2014
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	N/A
AUTHOR:	Shelley Binnie, Finance Officer – Rates and Property
REPORTING OFFICER:	Natalie Octoman, Director of Corporate Services
FILE NO:	A2490D
ASSESSMENT NO:	A2490

PURPOSE

For Council to consider a request from Mr and Mrs Breig, lessees of the PumpHouse Restaurant, to write off back rates and to reimburse works undertaken on access road to the PumpHouse Restaurant.

BACKGROUND

The following was put to the 3 February 2014 Council Briefing:

Assessment No: A2490 – M1 Pump Station – Part of Lot 3005 Lakeview Drive

The M1 Station, commonly referred to as The PumpHouse Restaurant is on Crown land that was transferred to the Water Corporation on 6 October 2005. The site was included in the Register of Heritage Places on 2 June 2006 and adopted as part of the Municipal Inventory on 20 February 1997. In accordance with Part 5, Division 1 of the *Water Corporations Act 1995*, section 75 states:

“No local government rate or charge is to be imposed or levied on any land vested in, or under the management and control of, a corporation that is used or reserved exclusively for the purpose of providing works, undertakings or facilities necessary to the performance of the functions of the corporation.”

On 27 February 2008 part of Lot 3005 was registered to be leased from Water Corporation to Thomas Breig and Dominique Monique Breig with the lease commencing on 1 June 2008. Accordingly, section 6.26 of the *Local Government Act 1995* is enacted, and the exemption under the *Water Corporation Act 1995* is no longer applicable. Clause 4.1 of the Lease between the parties also states “the Lessee is to pay to the relevant Authority all Rates and Taxes which are assessed or imposed by the Authority in respect of the Premises before they become overdue”. Clause 6.2 of the Lease also states “The Lessee is to pay all charges for Services which are imposed in respect of the Premises...”

Valuations have been provided by the Valuer General’s Office, and back rates and charges have been calculated accordingly. Given the restriction of section 6.39(2)(b) of the *Local Government Act 1995* that outlines local governments may only amend the rate record for the five years preceding the current financial year, no rates or service charges can be applied prior to 1 July 2008. The amounts that the Shire will therefore oncharge are as follows: (the below table has different values to the one supplied at the February meeting as Lot 3005 Lakeview Drive is outside the town boundary, therefore a UV value is applied).

Year	Valuation	Rating Category	Rate in the Dollar	Rates Payable	Service Charges Payable	TOTAL PAYABLE
2008/09	\$16,500	Rural A	0.004257	\$750.00	\$0.00	\$750.00
2009/10	\$16,500	UV – Rural Ag 1	0.004429	\$788.00	\$0.00	\$788.00
2010/11	\$16,500	UV – Rural Ag 2	0.004826	\$830.00	\$170.00	\$1,000.00
2011/12	\$16,500	UV - Other	0.004826	\$875.00	\$180.00	\$1,055.00
2012/13	\$16,500	UV - Other	0.005371	\$925.00	\$199.00	\$1,124.00
2013/14	\$17,500	UV - Other	0.005666	\$975.00	\$200.00	\$1,175.00
						\$5,892.00

An interim notice showing the above charges and a letter explaining the interim notice was issued to the lessees on 4 March 2014, also providing them with the option of entering into an alternative payment arrangement.

The lessees have questioned the interim notice and also produced an invoice from Guerinoni & Son from 2009 for works they had requested to be completed on the access road to the PumpHouse Restaurant.

On 3 April 2014, a formal letter was received by email requesting the back rates to be effectively written off and that the Shire reimburse them for the Guerinoni & Son invoice associated with road works undertaken.

STATUTORY IMPLICATIONS

Local Government Act 1995

6.26. Rateable land

- (1) *Except as provided in this section all land within a district is rateable land.*
- (2) *The following land is not rateable land —*
 - (a) *land which is the property of the Crown and —*
 - (i) *is being used or held for a public purpose; or*
 - (ii) *is unoccupied, except —*
 - (I) *where any person is, under paragraph (e) of the definition of owner in section 1.4, the owner of the land other than by reason of that person being the holder of a prospecting licence held under the Mining Act 1978 in respect of land the area of which does not exceed 10 ha or a miscellaneous licence held under that Act; or*

6.39. Rate record

- (1) *As soon as practicable after a local government has resolved to impose rates in a financial year it is to ensure that a record is compiled, at the time and in the form and manner prescribed, for that financial year of —*
 - (a) *all rateable land in its district; and*
 - (b) *all land in its district on which a service charge is imposed.*
- (2) *A local government —*
 - (a) *is required, from time to time, to amend a rate record for the current financial year to ensure that the information contained in the record is current and correct and that the record is in accordance with this Act; and*
 - (b) *may amend the rate record for the 5 years preceding the current financial year.*

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; or*

- (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.

6.47. Concessions

Subject to the Rates and Charges (Rebates and Deferments) Act 1992, a local government may at the time of imposing a rate or service charge or at a later date resolve to waive a rate or service charge or resolve to grant other concessions in relation to a rate or service charge.*

**absolute majority required.*

POLICY IMPLICATIONS

No policy implications apply in the preparation of this report.

FINANCIAL IMPLICATIONS

If Council resolved to write off the back rates, there will be a reduction in rating revenue in the order of \$5,892.00 in back rates and current year rates. If Council resolved to reimburse monies for the road works, this would result in a negative budget impact of \$5,410.00 for 2013/14.

STRATEGIC IMPLICATIONS

Strategic Community Plan

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

Objective 1.4: Business innovation, efficiency and improved service.

Strategy 1.4.1: Ensure legislative compliance and follow best practice principles in planning and service delivery.

Strategy 1.4.3: Maintain Council's long term financial viability.

COMMUNITY CONSULTATION

Community consultation is not formally required.

Officers have offered the lessees an alternative payment arrangement whereby they can choose to make payments over the coming months, with the final debt requiring payment by 30 June 2014.

COMMENT

Back Rates

As the part of Lot 3005 Lakeview Drive that is leased to Thomas and Dominique Breig is not being used for Water Corporation purposes it becomes rateable land under Section 6.26 of the *Local Government Act 1995*. As the land is rateable the Shire is entitled to amend the rate record for the 5 years preceding the current financial year under Section 6.39(2)(b).

It is also to be noted that in the lease documents that were signed by the ratepayers, Clause 4.1 states that "the Lessee is to pay to the relevant Authority all Rates and Taxes which are assessed or imposed by the Authority in respect of the Premises before they become overdue". Clause 6.2 of the Lease also states "The Lessee is to pay all charges for Services which are imposed in respect of the Premises..."

Whilst the current lessees have indicated that the PumpHouse Restaurant has had a bad year financially, if the back rates are written off it sets a precedent for other ratepayers to request the same option therefore having a negative impact on the Shire's financial position.

Based on the discussions at the Council Briefing session, and the fact that approval of the write off would set a precedent, officers are recommending that the Council do not approve the write off of the back rates.

Road Works

The Shire has Management Orders for a number of reserves which encompass the Golf Club lease. There is also an easement through these reserves for future construction of a road. On 2 April 2004 the Shire wrote to Thomas Breig advising that Council would at its 15 June 2004 meeting consider road access.

On 15 June 2004 Council resolved in part the following:

"That Council:

Advise the Water Corporation that it supports the construction of a dedicated road on King Location 692 within Reserve No 29167 provided that a condition be placed on sale of the Former Pump Station which would require the Water Corporation and/or the developer to contribute to the construction of the new road, and....'

The letter from the Water Corporation dated 7 July 2004 advised that the Water Corporation was not prepared to make any contribution for the upgrade of roads and to date; the road has never been constructed.

The Shire issued a planning permit for the M1 Pump House on 18 December 2007 with one of the conditions being:

"1.2 The written consent of the Kununurra Golf Club to the use of portion of Reserve 29167 for parking and access"

Clause 6.9(a) of the lease between the Water Corporation and Thomas and Dominique Breig for the M1 Pump Station states:

'the lessee is and must be solely responsible for vehicular access to and parking for the Premises, and must make its own arrangements, at its cost, with third parties as may be necessary for these purposes;.....'

Based on the Council resolution on 15 June 2004 and the contents of the lease document, officers are recommending not to reimburse monies spent on the vehicular access road.

ATTACHMENTS

Attachment 1 - Letter from Mr and Mrs Breig including attached invoices

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council:

1. Refuses the request to write off back rates on Assessment A2490;
2. Offers the ratepayer an alternative payment arrangement, with the final payment to be made prior to 30 June 2014; and
3. Refuses the request to reimburse monies associated with the road works undertaken.

MOTION

Cr K Wright proposes an amendment that the date in item 2 of the Officer's recommendation be changed from 30 June 2014 to 30 June 2015.

Lapsed/No Seconder

MOTION

Cr D Spackman moves that this Item 13.2.3 be deferred to the next Briefing Session so more information can be provided to Councillors. More information is to include the development application and approvals regarding roadworks.

COUNCIL DECISION

Minute No. 10379

Moved: Cr D Spackman

Seconded: Cr K Wright

That this Item 13.2.3 be deferred to the next Briefing Session so more information can be provided to Councillors. More information is to include the development application and approvals regarding roadworks.

Lost 2/7

For: Cr D Spackman, Cr K Wright

**Against: Cr J Moulden, Cr R Dessert, Cr D Learbuch, Cr B Robinson, Cr S Cooke
Cr G Taylor, Cr G King**

MOTION

Cr K Wright proposes an amendment that the date in item 2 of the Officer's recommendation be changed from 30 June 2014 to 31 December 2014.

COUNCIL DECISION

Minute No. 10380

Moved: Cr K Wright

Seconded: Cr S Cooke

That Council:

- 1. Refuses the request to write off back rates on Assessment A2490;**
- 2. Offers the ratepayer an alternative payment arrangement, with the final payment to be made prior to 31 December 2014; and**
- 3. Refuses the request to reimburse monies associated with the road works undertaken.**

Carried 8/1

For: Cr J Moulden, Cr R Dessert, Cr D Learbuch, Cr K Wright, Cr B Robinson

Cr D Spackman, Cr S Cooke, Cr G King

Against: Cr G Taylor



PumpHouse Restaurant + Bar

Lot 3005 Lakeview Drive, Kununurra, WA, 6743

Phone: (08) 9169 3222

Fax: (08) 9169 3233

Email: info@ordpumphouse.com.au

www.ordpumphouse.com.au

Felicity Heading

SWEK

C.c.: Natalie Octoman, Shelley Binnie

Thursday, 3 April 2014

Sorry for the late reply. My partner, Thomas, was away and has only just got back.

We are obviously not happy with the way this rate notice for the PumpHouse Restaurant is presented and at this stage, we are not sure whether at all this is possible (or indeed legal) to be able to back date a rate notice by 6 years?

Even if this is legal (we will have to seek legal advice), we are unable to make this large amount of payment at this stage. We had bad management last year and business is suffering. We have only just come back on board and we are trying to bring the restaurant back to normal again. Also, it is still early in the season and business is always very slow at this particular time of the year (and bills are mounting).

If the council is determined to recuperate this rate from that far back, this would be disappointing and we would need to work on a different arrangement.

Also on a separate note, we have had to do major road work back in 2009 as the shire was unable to assist us at that time (see invoice from *Guerinoni & Sons* we have provided you during our last meeting). But as it turned out, these road works have been done on a gazetted road which is part of the shire's responsibility. This improved area is extensively used by the Golf Club and the Kimberley Moon, as well as other events that have taken place in this area.

We would also seek a refund for this road upgrade, but we would be happy discuss this with you in person if possible.

Hopefully, we can come to arrangements that will suit all parties.

Kind Regards,



Dominique & Thomas Breig

Owners / Managers

PumpHouse Restaurant

GUERINONI & SON

Guerinoni Nominees Pty Ltd t/as Guerinoni & Son

9 Mango Street, KUNUNURRA WA 6743
PO Box 195, KUNUNURRA WA 6743
Phone: (08) 9169 1411 Fax: (08) 9168 1646
A.B.N. 39 452 983 202

Invoice to:

PUMPHOUS

Pump House Restaurant
PO BOX 1115
KUNUNURRA WA 6743

Customer ABN

Order Number

Thomas

Tax Invoice

Number: I 014079

Page: 1

Invoice Date: 18/02/09

Delivery Date: 18/02/09

Docket #: 3742

Date	Dkt #	Description	Qty	Unit	Price	GST	Total
17/02/09	69006	Pea gravel	90.00	c/mtre	40.00	360.00	3,960.00
17/02/09	69006	Delivery to Pump House Restaurant	5.00	Trips	109.09	54.55	600.00
17/02/09	67616	Multi tyred roller	2.50	hour	100.00	25.00	275.00
17/02/09	03291	Concrete - stabiliser mix Kununurra	4.00	c/mtre	130.68	52.27	575.00



Please put Invoice Number on
Remittance Advice. **THANKYOU**

Bank Details
Name: Guerinoni Nominees Pty Ltd
BSB: 306-048
Account #: 049-348-7

Subtotal (exc. GST): 4918.18

Total GST: 491.82

Invoice Total (inc GST): 5410.00

Any queries about this invoice to be
raised within 7 days of it's date or
deemed to be a true and correct charge.

Payment terms: 14 days from invoice
By accepting these goods and/or services you accept our trading terms
Overdue accounts may be subject to an administration charge of 1.5%/mth

STREET
195
MURRA W.A. 6743
PHONE: (08) 9169 1411
FAX: (08) 9168 1646

GUERINONI & SON

A.B.N. 39 452 983 202

Supplier of Crushed Metal and Pre-Mixed Concrete
★ Earth Moving Contractors ★ Plant Hire



Docket: 10000

Date: 17-02-09

Customer: Pump House Restaurant
Address: Location: TINY

	QTY	HOURS
Delivery of 5		
Loads of Road Base		

Operator: DARREN
Plant No.: 107
Kilometres: Fuel:

Total
3,960.00
600.00
275.00
575.00

PAID
DATE: 04/04
CHK NO: 200

Please put Invoice Number on Remittance Advice. THANKYOU

Bank Details
Name: Guerinoni Nominees Pty Ltd
BSB: 306-048
Account #: 049-348-7

Subtotal (exc. GST): 4918.18
Total GST: 491.82
Invoice Total (inc GST): 5410.00

Any queries about this invoice to be raised within 7 days of its date or deemed to be a true and correct charge.

Payment terms: 14 days from invoice
By accepting these goods and/or services you accept our trading terms
Overdue accounts may be subject to an administration charge of 1.5%/mth

13.3 INFRASTRUCTURE

13.3.1 State Cane Toad Initiative

DATE:	29 April 2014
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	N/A
AUTHOR:	Kevin Hannagan, Director Infrastructure
REPORTING OFFICER:	Kevin Hannagan, Director Infrastructure
FILE NO:	EM12.2

PURPOSE

To brief Councillors on the State Cane Toad Initiative and discuss a request for the Shire to take over responsibilities performed by Department of Parks and Wildlife (DPAW) staff during the dry season.

Note: This report has not been through a Councillor Briefing due to the short notice given by DPAW for the Shire to take over service provision (1 April 2014).

BACKGROUND

In 2010 the Shire agreed to support the State Governments, Cane Toad Initiative, this involved:

- Wyndham - as there are no DPAW staff located in Wyndham, the public deposits toads at the Shire's landfill and after being euthanized they are disposed of at the Wyndham landfill; and
- Kununurra – there are alternative drop off points at the DPAW office, Ivanhoe Road and other agencies in town. A box was installed at the Shire Depot gate that is processed by DPAW staff.

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 current process involves staff time at Wyndham to remove cane toads (using a stick device), euthanizing the toads by depositing in a freezer and then placing them in the medical waste disposal area at the landfill.

If the Shire was to take over DPAW services in Kununurra during the wet season the Shire would need to budget for:

- Purchase of handling device and freezer;
- Training of staff in cane toad handling and humane euthanasia procedures; and
- Shire Officers time to undertake the process including transport to the landfill and disposal (estimated at 4 hours per week).

COMMUNITY CONSULTATION

Community consultation is not required in relation to this item.

COMMENT

Shire Officers met with DPAW staff to discuss their letter. Cane toad eradication resources have recently been reduced mainly affecting the Cane Toad Busters initiative. DPAW resources will no longer be available during the dry season for processing of toads from the Kununurra Depot as staff resources have been reallocated 'in the field'.

DPAW have other agencies / operators who process cane toads where there are no DPAW Officers stationed (similar to Wyndham).

DPAW are now proposing the Shire do similar at the Depot during the dry season, when cane toad numbers are less. The difference is that at other locations the public do not have an alternative location to drop off cane toads. Whereas in Kununurra there are alternative agencies / operators locations including the DPAW Office on Ivanhoe Road.

Historically State Governments have continued to 'cost shift' services to Local Government resulting in either a reduction in Shire services or an increase in rates.

ATTACHMENTS

Attachment 1 – Letter from Project Leader, State Cane Toad Initiative

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council advises the Department of Parks and Wildlife that:

1. The Shire will continue to provide cane toad services in Wyndham;
2. The Shire cannot continue to take over responsibility for State Government service provision as this 'cost shifting' to Local Government contributes to increased rates payable by local ratepayers;
3. There are alternative locations within Kununurra for the drop off of cane toads; and
4. The Shire will install signage at its Kununurra depot cane toad box advising the community of the alternative drop off locations at Department of Parks and Wildlife Office, Ivanhoe Road, during the dry season.

COUNCIL DECISION

Minute No. 10381

Moved: Cr G King

Seconded: Cr K Wright

That Council advises the Department of Parks and Wildlife that:

- 1. The Shire will continue to provide cane toad services in Wyndham;**
- 2. The Shire cannot continue to take over responsibility for State Government service provision as this 'cost shifting' to Local Government contributes to increased rates payable by local ratepayers;**
- 3. There are alternative locations within Kununurra for the drop off of cane toads; and**
- 4. The Shire will install signage at its Kununurra depot cane toad box advising the community of the alternative drop off locations at Department of Parks and Wildlife Office, Ivanhoe Road, during the dry season.**

Carried Unanimously 9/0



Government of **Western Australia**
Department of **Parks and Wildlife**
Kimberley Region

Your ref:
Our ref:
Enquiries:
Phone: 08 9168 4200
Email: corrin.everitt@dpaw.wa.gov.au

RE Cane Toad Drop off boxes

Dear sir, madam

Since the implementation of the Drop Off Point (DOP) strategy for live cane toads in 2010 well over 17 000 cane toads have been collected from the drop off points in Kununurra alone. Due to the success of the drop off points, they have subsequently been installed in strategic places along the expanding cane toad front line. These additional places include; El Questro Wilderness park, Home Valley station, Purnululu National Park and Doon Doon road house.

The Department of Parks and Wildlife cane toad team will be transitioning the responsibility of servicing the DOP installed on your property to you, bringing them in line with the drop off points installed outside of Kununurra.

This transition will be taking place in the first week of April. Our team will be unable to provide servicing of the DOP after this date due to field work commitments. We appreciate your support to date and hope to continue our collaboration after April 1 2014.

If you have any questions, please don't hesitate to contact us on 9168 4200, or email us on canetoads@dpaw.wa.gov.au

Yours sincerely,

Corrin Everitt

Program Leader
State Cane Toad Initiative

26 March 2014

Kimberley Region
Lot 248 Ivanhoe Rd, KUNUNURRA WA 6743
PO Box 942, Kununurra WA 6743
Phone: (08) 9168 4200 Fax (08) 9168 2179
www.dpaw.wa.gov.au

13.3.2 Update of progress - Special Council Meeting Resolution No. 10287 – K.D.H.S Bus Parking

DATE:	29 April 2014
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	N/A
AUTHOR:	Kevin Hannagan, Director Infrastructure
REPORTING OFFICER:	Kevin Hannagan, Director Infrastructure
FILE NO:	GN.05.10

PURPOSE

To update Council on progress of Council Resolution No. 10287 – K.D.H.S Bus Parking.

BACKGROUND

At a Special Meeting of Council on 19 December 2013 a three part resolution regarding the new proposed school bus drop off / pick up area located at Kununurra District High School (KDHS) on Coolibah Drive was passed. Parts 1 and 2 of that motion have been processed by Shire Officers and a response letter from the Department of Education has been provided to Councillors.

Part 3 of that motion was:

“The CEO to prepare and propose a policy to be brought to Council for consideration on the Shire carrying out work on behalf of a Government department on Council controlled land.

- ***Including what projects have recently been finished or are underway.***
- ***What liability is the Shire exposed to in undertaking these works?***
- ***Does the Shire need development approval as normal or is it exempt if working on behalf of Government?***
- ***Are there Budget implications for this type of work?***
- ***When a project of this nature (relocation of bus area onto Council land) can potentially affect such a large sector of the community, what policies can be put in place to ensure the community has the appropriate input and is kept informed?***

Carried 4/3

Against Cr J Moulden, Cr R Dessert & Cr D Learbuch”

STATUTORY IMPLICATIONS

There are no statutory implications associated with this report.

POLICY IMPLICATIONS

At this time there are no policy implications that apply in the preparation of this report.

FINANCIAL IMPLICATIONS

There are no financial implications associated with this item.

COMMUNITY CONSULTATION

Community consultation is not required in relation to this item.

COMMENT

Comments on progressing Part 3 of Resolution No. 10287 are:

Shire Officers are currently researching and preparing a Policy for Private Works that will also address the Shire carrying out work on behalf of a Government department on Council controlled land.

What projects have recently been finished or are underway

Since the KDHS project, the Shire has constructed a car park in Wyndham for the Department of Education (on their land), this project also involved the Shire extending its bitumen seal of Welch Street (2013/2014 budget item) at the same time. Currently the Shire has been requested to build a car park on Coolibah Drive road reserve for the new Kununurra Courthouse funded by the Department of the Attorney General.

What liability is the Shire exposed to in undertaking these works?

There are financial risks for any construction project but Shire Officers allow contingencies in their budget estimates to ensure financial risk is mitigated. The Welch Street project enabled the Shire to undertake the reseal component and save on contractor mobilisation as these costs were charged to the Department of Education. The estimate for the Courthouse car park allows for all Shire overheads and supervision costs.

Does the Shire need development approval as normal or is it exempt if working on behalf of Government?

Road related projects (such as car-parks, lawns, seating etc.) within the Shire's road reserve do not require development approval. Advice has been sought from the Shire's planning section on whether approvals are required if any non-road assets are constructed.

Are there Budget implications for this type of work?

In some cases there are budget savings when works can be undertaken in conjunction with other Shire projects such as the Wyndham, Welch Street sealing project.

The main budget implication is that these types of projects are not known at the time of annual budget preparation and are thus usually included in Council's midyear budget reviews. However it must be noted that any estimates for proposed work must include contingencies to ensure the Shire is not exposed to potential cost over-runs. To date the Income from Private Work's projects has exceeded the Expenditure. This matter will be covered further in the draft Private Work's policy to be presented to Council.

When a project of this nature (relocation of bus area onto Council land) can potentially affect such a large sector of the community, what policies can be put in place to ensure the community has the appropriate input and is kept informed?

The Council has since adopted a Community Engagement Policy in 2012 that will be applied for future projects of this nature. The Policy is currently being reviewed and is proposed to be forwarded to the May Briefing Session.

ATTACHMENTS

There are no attachments associated with this report.

VOTING REQUIREMENT

Simple Majority.

OFFICER'S RECOMMENDATION

That Council notes progress on Council Resolution No. 10287.

MOTION

Cr D Spackman moved that Council defer Item 13.3.2 – Update of Progress – Special Council Meeting Resolution No. 10287 – K.D.H.S Bus Parking, to the next Briefing Session.

COUNCIL DECISION

Minute No. 10382

Moved: Cr D Spackman

Seconded: Cr S Cooke

That Council defer Item 13.3.2 – Update of Progress – Special Council Meeting Resolution No. 10287 – K.D.H.S Bus Parking, to the next Briefing Session.

Carried Unanimously 9/0

13.3.3 Animal Control Audit

DATE:	29 April 2014
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	N/A
AUTHOR:	Robert Jehu, Emergency & Regulatory Services Coordinator
REPORTING OFFICER:	Kevin Hannagan, Director Infrastructure
FILE NO:	LE.10.3

PURPOSE

To conduct an Animal Audit throughout the Shire to increase the number of animals registered.

BACKGROUND

The Shire currently has a large percentage of unregistered cats and dogs. Unregistered animals are causing a concern to the public with an increase in reporting of dog attack and complaints in relation to dogs and cats wandering Kununurra and Wyndham streets.

The Shire's Domestic Animal Management Plan (DAMP) promotes responsible pet ownership. One of the strategies mentioned in the Domestic Animal Management Plan was for Rangers to conduct ongoing animal audits in Kununurra and Wyndham.

STATUTORY IMPLICATIONS

The *Dog Act 1976* and the *Cat Act 2011* require the registration of all cats and dogs in Western Australia. Local Government is responsible for the registration of these animals and must keep an appropriate register.

POLICY IMPLICATIONS

The Domestic Animal Management Plan supports the implementation of animal audits in Kununurra and Wyndham.

FINANCIAL IMPLICATIONS

There is the potential of financial benefit to the Shire with an increased number of animal registrations. The implementation of animal audits in Kununurra and Wyndham may also be a financial gain with fine notices that may be issued. This benefit will contribute towards the cost of animal management.

COMMUNITY CONSULTATION

It is recommended that the Shire undertake community awareness of the implementation of the Animal Audits in Kununurra and Wyndham through:

- Issuing of media releases;
- Radio interviews;
- The Shire of Wyndham East Kimberley (SWEK) News; and
- The Shire website and Facebook page.

COMMENT

The Shire currently receives a high amount of dog attack reports and complaints of nuisance and wandering animals in Kununurra and Wyndham. The Shire Rangers are impounding over 60 dogs per month and trapping on average five (5) to six (6) feral cats.

The majority of these animals are currently being euthanized as they are unregistered and unclaimed. If these animals were micro chipped, (all new cat and dog registrations require micro chipping) and registered, this would allow the Rangers to be able to contact the owners and lower the number of animals to be euthanized.

It is proposed the Rangers will target random streets within the Shire, specifically those locations with a prior record of animal attacks and impounding of unregistered animals. The Rangers will conduct door knocks to ascertain if unregistered animals or strays are at the residence. It is recommended that the owners will be given an initial warning and the Rangers will take the animal/s owners' name, address and details for future use.

The Owners will then be given seven (7) days to register their animal/s. If after the lapse of seven (7) days the animal/s have not been registered, the Rangers will issue notices to the owners and impound the animal/s.

While conducting the Animal Audits at a property with more than two (2) animals the Rangers will advise the Owner they will have a choice of keeping two (2) only and the remainder impounded.

It is recommended community awareness will be undertaken prior to the audits informing the public of the process being conducted. Media information will also inform the public of the notices and implications associated with unregistered animals and the benefits of registration and responsible pet ownership.

ATTACHMENTS

There are no attachments associated with this report.

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council endorses the Shire Rangers to conduct an Animal Audit within the Shire.

COUNCIL DECISION

Minute No. 10383

**Moved: Cr K Wright
Seconded: Cr G King**

That Council endorses the Shire Rangers to conduct an Animal Audit within the Shire.

Carried Unanimously 9/0

13.3.4 Ord East Kimberley Expansion Project – Dedication of Public Roads

DATE:	29 April 2014
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	Ord East Kimberley Expansion Project Roads
AUTHOR:	Peter Kerp, Manager Engineering Services
REPORTING OFFICER:	Kevin Hannagan, Director Infrastructure
FILE NO:	RD.07.25

PURPOSE

To seek Council resolution requesting formal dedication of the roads associated with the Ord East Kimberley Expansion Project , namely Moonamang Road, Minjiljirrga Lane, Jandami Lane and Wooljim Lane as public roads.

BACKGROUND

The Ord East Kimberley Expansion Project works include the roads and associated drainage which will become assets of the Shire Wyndham East Kimberley, namely Moonamang Road, Minjiljirrga Lane, Jandami Lane and Wooljim Lane as shown on the attached plan.

The future Shire assets were constructed by Leighton Contractors with Contract Administration / Supervision provided by Main Roads WA. Main Road WA has issued Practical Completion to Leighton Contractors for the road and drainage works effective 25 October 2013. The Shire Officers have also undertaken the required road inspections and risk assessments as part of this process. The 12 month Defect Liability Period expires on 25 October 2014. Leighton Contractors are responsible for construction related defects of the roads during the 12 month defects period.

Shire Officers wrote to Landcorp 11 December 2013 confirming that the Shire's acceptance of the care, control and maintenance of Moonamang Road, Minjiljirrga Lane, Jandami Lane, Wooljim Lane and associated drainage works in each road corridor, effective 25 October 2013 are subject to receipt of the following information:

1. Quality Control Records;
2. As Constructed Drawings associated with the Shire assets;
3. The contract technical specification for roadwork's and drainage.

Landcorp submitted the above documentation 18 February 2014.

The Shire has received a written request from The Department of Lands on 17 March 2014 seeking Council resolution for formal dedication of public roads associated with the Ord East Kimberley Expansion Project.

STATUTORY IMPLICATIONS

There are no statutory implications associated with this report.

POLICY IMPLICATIONS

There are no policy implications applicable in the preparation of this report.

FINANCIAL IMPLICATIONS

Nil

COMMUNITY CONSULTATION

Not required

COMMENT

The Shire has been made aware of leaking pipes associated with the irrigation infrastructure under the Ord East Expansion Project. Testing has revealed the pipes leak when under pressure and these pipes run under the newly built roads to farms being developed.

Shire Officers have contacted Landcorp to confirm that all remediation or replacement of leaking pipes is to be borne by the State or Leighton Contractors.

Landcorp has confirmed by email dated 21 February 2014 they are working with Leighton Contractors to resolve the leaking pipe issue at Leighton's cost.

Shire Officers have further written to Landcorp seeking responses to the following:

1. The vesture of the corridors containing the irrigation structures constructed under public roads and as to who is the agency / party responsible for their integrity and maintenance should the KAI lease be surrendered;
2. The Shire's preferred option for remediation of the leaking pipes is a full replacement of the irrigation pipes where they cross under public roads to achieve a design life of 75 years; and
3. The status of the proposed tourist road off Moonamang Road to provide access to the "butterfly caves" as previously discussed between Landcorp and the Shire in the early stages of the Ord East Kimberley Expansion Project.

Landcorp have advised that in relation to:

1. The State Government is the owner of the assets and as such the State is responsible and that the proposed Easement Agreements will cover this issue;
2. Landcorp is still liaising with Leighton Contractors on a treatment option that will achieve the integrity of the design life of 75 years; and
3. Awaiting response.

The dedication of public roads is a separate issue to the leaking pipes concern and resolution of the methodology of remediating the leaking irrigation pipes should not delay the road dedication process.

All roads associated with the Ord East Kimberley Expansion Project are accessible to the driving public and in effect are 'de-facto' public roads. Easements created over the irrigation structures constructed under public roads which convey water to farmlands will be the responsibility of the agency / party named in the vesting order. These irrigation easements will not be managed by the Shire and therefore will not be a Shire responsibility. The Shire's lawyers and Shire Officers have considered the draft easements and amended documents were provided to the State's lawyers approximately one (1) month ago. These documents will be formally presented to Council for consideration when received from the State's lawyers.

It is the responsibility of the Developer (Landcorp) through its Contractor (Leighton Contractors) to repair any defects resulting from faulty workmanship and / or defective materials and associated works for a period of 12 months from the date of practical completion.

ATTACHMENTS

There are no attachments associated with this report

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council advises The Department of Lands that the Shire supports dedication of the roads associated with the Ord East Kimberley Expansion Project, namely Moonamang Road, Minjiljirrga Lane, Jandami Lane and Wooljim Lane.

MOTION

Cr G Taylor moved that Council advises the Department of Lands that the Shire supports dedication, once the farmland that this road services, becomes rateable at comparable rates to existing RA1 farmland associated with the Ord East Kimberley Expansion Project, namely Moonamang Road, Minjiljirrga Lane, Jandami Lane and Wooljim Lane.

COUNCIL DECISION

Minute No. 10384

Moved: Cr G Taylor

Seconded: Cr B Robinson

That Council advises the Department of Lands that the Shire supports dedication once the farmland, that this road services, becomes rateable at comparable rates to existing RA1 farmland associated with the Ord East Kimberley Expansion Project, namely Moonamang Road, Minjiljirrga Lane, Jandami Lane and Wooljim Lane.

Carried Unanimously 9/0

13.3.5 Proposed Mobile Asphalt Plant – Gravel Reserve 30804, Weero Road

DATE:	29 April 2014
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	Gravel Reserve 30804, Weero Road
AUTHOR:	Peter Kerp, Manager Engineering Services
REPORTING OFFICER:	Kevin Hannagan, Director Infrastructure
FILE NO:	CM.16.33

PURPOSE

For Council to approve a Licence Agreement between the Shire of Wyndham East Kimberley and BGC Asphalt, Lot 4 Stirling Crescent, Hazelmere for the establishment of a mobile manufacturing asphalt plant on Lot 879, Reserve 30804 on the corner of Weero Road and Victoria Highway.

BACKGROUND

Council at a Special Council Meeting of 1 May 2012 resolved to accept the tender submitted by BGC Asphalt as follows:

“Minute No. 9762

Moved: Cr J Parker

Seconded: Cr R Dessert

That Council:

- 1. Accept the tender submitted by BGC Asphalt, Lot 4 Stirling Crescent, Hazelmere WA 6055 for Tender T13 11/12 Supply and Lay Hot Asphalt in accordance with the schedule of prices tendered and tender documentation for the contract period from date of award to 30 June 2014.***
- 2. Assist BGC Asphalt/Quarries to obtain an Asphalt Manufacturing licence issued by Department Environment Conservation in accordance with the Environmental Protection Regulations 1987 for BGC Asphalt/Quarries to operate an Asphalt Manufacturing premises.***
- 3. That a lease agreement be entered into between BGC Asphalt/Quarries and the Council should the agreed site be on Council owned or managed land.***

Carried Unanimously 6/0”

In respect to item three (3) above, the Shire has identified the land on the corner of Weero Road and Victoria Highway, Lot 879 Reserve 30804 vested in the Shire of Wyndham East Kimberley. Reserve 30804 is vested with Shire of Wyndham East Kimberley for the purpose of gravel extraction.

STATUTORY IMPLICATIONS

There are no statutory implications associated with this report.

POLICY IMPLICATIONS

There are no policy implications apply in the preparation of this report.

FINANCIAL IMPLICATIONS

The Shire of Wyndham East Kimberley will incur legal costs for preparation of a Licence Agreement. The cost will be charged to the Asphalt Projects budgets.

The Shire will gain income on the proposed Licence Fee of \$100 from BGC. It is noted that normally an annual licence fee of \$500 would be charged. However, given that the licence period is for four (4) weeks, a fee of \$100 is recommended.

COMMUNITY CONSULTATION

Not Applicable

COMMENT

The Department of Lands advised the Shire by correspondence dated 23 October 2013 that reserve 30804 has been set apart for the purpose of "Gravel and Mobile Asphalt Plant" with a management order formerly (vesting order) issued in favour of the Shire of Wyndham East Kimberley (Attachment 1).

The Department Environment Regulation (DER) by correspondence dated 28 August 2013 issued a licence for Mobile Asphalt Plant being established on Lot 789, Reserve 30804 for a period of five (5) years expiry date 1 September 2018 (Attachment 2).

A draft Licence Agreement (Attachment 3) has been prepared by Civic Legal with the draft copy forwarded to BGC Asphalt for their consideration and endorsement. The Licence is for a period of four (4) weeks to enable the set-up of the mobile asphalt plant and four (4) material bins to enable the asphalt mix to be manufactured and the asphalt resurfacing programme to be delivered to the Shire.

As the plant is a totally mobile plant, there is no construction costs involved. The recommendation is to licence an area of 40 metres x 70 metres for the mobile plant footprint and material storage areas that make up the asphalt mix products.

The Licence Agreement is from 14 June 2014 to 12 July 2014 inclusive with the area required for the manufacture shown in attachment 4. The Contractor is scheduled to start laying asphalt Monday 16 June 2014. It is anticipated that asphalt resurfacing works will take approximately 17 days to complete.

ATTACHMENTS

- Attachment 1 – Letter from Department of Lands
- Attachment 2 – Letter from Department of Environment Regulation
- Attachment 3 – Civic Legal Draft Licence Agreement
- Attachment 4 – Mobile Asphalt Plant Location

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council gives delegated authority to the Shire President and Chief Executive Officer to sign the Licence Agreement on behalf of the Shire Wyndham East Kimberley with BGC Asphalt for the establishment and operation of a mobile asphalt manufacturing plant on Lot 879, Reserve 30804 corner Weero Road and Victoria Highway, for the period 14 June to 12 July 2014 inclusive to enable execution of the asphalt resurfacing program scheduled to commence 16 June 2014.

COUNCIL DECISION

Minute No. 10385

Moved: Cr B Robinson

Seconded: Cr S Cooke

That Council gives delegated authority to the Shire President and Chief Executive Officer to sign the Licence Agreement on behalf of the Shire Wyndham East Kimberley with BGC Asphalt for the establishment and operation of a mobile asphalt manufacturing plant on Lot 879, Reserve 30804 corner Weero Road and Victoria Highway, for the period 14 June to 12 July 2014 inclusive to enable execution of the asphalt resurfacing program scheduled to commence 16 June 2014.

Carried Unanimously 9/0



Government of **Western Australia**
Department of **Lands**

Your ref:
Our ref: 02777-1970 / 06
Enquiries: Mark Rossi

Ph: (08) 6552 4478
Fax: (08) 6552 4417
Mark.Rossi@lands.wa.gov.au

Regional and Metropolitan Services

23 October 2013

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

Dear Sir / Madam

Reserve 30804 – Change of Reserve Purpose to “Gravel and Mobile Asphalt Plant”

I advise for your information that Reserve 30804 has been set apart for the purpose of “Gravel and Mobile Asphalt Plant” with a Management Order (formerly Vesting Order) issued in favour of the Shire of Wyndham-East Kimberley.

Under the Transfer of Land Act document registration system, Management Orders are recorded on the Crown Land Title for the reserve and become effective on the date of lodgement.

The duplicate copy of the Management Order for the reserve and a print of the Crown Land Title have been enclosed.

A handwritten signature in blue ink that reads "M. Rossi".

Mark Rossi
**For MANAGER –
KIMBERLEY REGION
DEPARTMENT OF LANDS**

WESTERN



AUSTRALIA

REGISTER NUMBER 879/DP192409	
DUPLICATE EDITION N/A	DATE DUPLICATE ISSUED N/A

RECORD OF QUALIFIED CERTIFICATE

VOLUME
LR3125

FOLIO
486

OF

CROWN LAND TITLE

UNDER THE TRANSFER OF LAND ACT 1893
AND THE LAND ADMINISTRATION ACT 1997

NO DUPLICATE CREATED

The undermentioned land is Crown land in the name of the STATE of WESTERN AUSTRALIA, subject to the interests and Status Orders shown in the first schedule which are in turn subject to the limitations, interests, encumbrances and notifications shown in the second schedule.



REGISTRAR OF TITLES

LAND DESCRIPTION:

LOT 879 ON DEPOSITED PLAN 192409

**STATUS ORDER AND PRIMARY INTEREST HOLDER:
(FIRST SCHEDULE)**

STATUS ORDER/INTEREST: RESERVE UNDER MANAGEMENT ORDER

PRIMARY INTEREST HOLDER: SHIRE OF WYNDHAM-EAST KIMBERLEY OF PO BOX 614, KUNUNURRA
(XE M345684) REGISTERED 18 JULY 2013

**LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:
(SECOND SCHEDULE)**

- H854775 RESERVE 30804 FOR THE PURPOSE OF GRAVEL REGISTERED 30.8.2001.
M345683 CHANGE OF RESERVE PURPOSE. PURPOSE CHANGED TO GRAVEL AND MOBILE ASPHALT PLANT REGISTERED 18.7.2013.
M345684 MANAGEMENT ORDER. CONTAINS CONDITIONS TO BE OBSERVED. WITH POWER TO LEASE FOR ANY TERM NOT EXCEEDING 21 YEARS, SUBJECT TO THE CONSENT OF THE MINISTER FOR LANDS. REGISTERED 18.7.2013.

- Warning: (1) A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.
Lot as described in the land description may be a lot or location.
(2) The land and interests etc. shown hereon may be affected by interests etc. that can be, but are not, shown on the register.
(3) The interests etc. shown hereon may have a different priority than shown.

-----END OF CERTIFICATE OF CROWN LAND TITLE-----

STATEMENTS:

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND: DP192409.
PREVIOUS TITLE: LR3123-251, LR3093-844.
PROPERTY STREET ADDRESS: NO STREET ADDRESS INFORMATION AVAILABLE.
LOCAL GOVERNMENT AREA: SHIRE OF WYNDHAM-EAST KIMBERLEY.

END OF PAGE 1 - CONTINUED OVER

ORIGINAL CERTIFICATE OF CROWN LAND TITLE
QUALIFIED

REGISTER NUMBER: 879/DP192409

VOLUME/FOLIO: LR3125-486

PAGE 2

RESPONSIBLE AGENCY: DEPARTMENT OF LANDS (SLSD).

NOTE 1: A000001A CORRESPONDENCE FILE 02777-1970-06RO.

NOTE 2: LAND PARCEL IDENTIFIER OF KING LOCATION 879 ON SUPERSEDED PAPER
CERTIFICATE OF CROWN LAND TITLE CHANGED TO LOT 879 ON DEPOSITED PLAN
192409 ON 12-SEP-02 TO ENABLE ISSUE OF A DIGITAL CERTIFICATE OF TITLE.

NOTE 3: THE ABOVE NOTE MAY NOT BE SHOWN ON THE SUPERSEDED PAPER CERTIFICATE
OF TITLE.

FORM LAA-1023

SECTION 46

WESTERN AUSTRALIA
 LAND ADMINISTRATION ACT 1997 as amended
 TRANSFER OF LAND ACT 1893 as amended

MANAGEMENT ORDER (XE)

RESERVE DESCRIPTION (NOTE 1)

30804

EXTENT

Whole

VOLUME

3125

FOLIO

486

MANAGEMENT BODY (NOTE 2)

Shire of Wyndham-East Kimberley of PO Box 614, Kununurra WA 6743
--

CONDITIONS (NOTE 3)

<p>1. To be used for the designated purpose of "Gravel and Mobile Asphalt Plant" only.</p> <p>2. Power to lease for the designated purpose (or sub-lease or licence) is granted for the whole or any portion thereof for any term not exceeding twenty-one (21) years from the date of lease subject to the approval in writing of the Minister for Lands being first obtained to each and every lease or assignment of lease pursuant also to the provisions of Section 18 of the Land Administration Act 1997.</p>
--

THE MINISTER FOR LANDS (IN THE NAME OF AND ON BEHALF OF THE STATE OF WESTERN AUSTRALIA) ORDERS THAT THE CARE, CONTROL AND MANAGEMENT OF THE ABOVE RESERVE BE PLACED WITH THE MANAGEMENT BODY DESCRIBED ABOVE FOR THE PURPOSE FOR WHICH THE LAND COMPRISING THE RESERVE IS RESERVED UNDER SECTION 41 OF THE LAND ADMINISTRATION ACT 1997, AND FOR PURPOSES ANCILLARY OR BENEFICIAL TO THAT PURPOSE TO THE CONDITIONS ABOVE

Dated this	<i>17th</i>	day of	<i>July</i>	in the year	<i>2013</i>
------------	-------------	--------	-------------	-------------	-------------

ATTESTATION (NOTE 4)



NAME: LEANNE MICHELLE SHAW

SENIOR STATE LAND OFFICER

TEAM: KIMBERLEY

AN OFFICER DELEGATED OR AUTHORISED TO
 ACT ON BEHALF OF THE MINISTER FOR LANDS

DUPLICATE

INSTRUCTIONS

- 1. If insufficient space in any section, Additional Sheet Form B1 should be used with appropriate headings. The boxed sections should only contain the words "See Annexure".
- 2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by parties.
- 3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the person signing this document and their witnesses.

NOTES

- 1. RESERVE DESCRIPTION
Reserve number and details to be stated. The Volume and Folio numbers to be stated.
- 2. MANAGEMENT BODY
State the full name and address of management body.
- 3. CONDITIONS
Detail the conditions specified by the Minister to be observed by the management body in its care control and management of the Reserve.
- 4. ATTESTATION
This document is to be executed by the Minister for Lands or a person to whom the power to grant a management order under section 46 of the Land Administration Act 1997 has been duly delegated under section 9(1) of the Act (if applicable).

EXAMINED

DUPLICATE



M345684 XE
18 Jul 2013 15:19:04 Midland

MANAGEMENT ORDER (XE)

LODGED BY Department of Lands
 ADDRESS DoL - Kimberley - Box 98C
 PHONE No.
 FAX No.
 REFERENCE No. Cody Rampant Ph: 9168 0606 Fax: 9168 0600
 ISSUING BOX No.

PREPARED BY Department of Lands
 ADDRESS DoL - Kimberley - Box 98C
 PHONE No.
 FAX No.

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

- 1. _____ Received Items
- 2. _____ Nos.
- 3. _____
- 4. _____ Receiving Clerk
- 5. _____
- 6. _____

122958-003



Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.



- 5 SEP 2013



Government of **Western Australia**
Department of **Environment Regulation**

Your ref L8753/2013/1
Our ref 2013/002874
Enquiries Damian Thomas
Phone 9168 4200
Fax 9168 2179
Email damian.thomas@der.wa.gov.au

ED.03.2
I-19911

CEO
Shire of Wyndham East Kimberley
PO Box 614
Kununurra 6743

Dear Sir

ENVIRONMENTAL PROTECTION ACT 1986: LICENCE GRANTED

Premises

Weero Road Asphalt Plant
Corner Weero Road and Victoria Highway, Lot 879 on Plan 192409Kununurra WA 6743
Licence Number: L8753/2013/1

Further to the correspondence dated 7 July 2013 a licence L8753/2013/1 has been granted to BGC (Australia) Pty Ltd under section 57 of the *Environmental Protection Act 1986*. The licence is in relation to

Category 35 - Asphalt manufacturing.

A copy of the licence is available from Department of Environment Regulation (DER) Kununurra Office or online at www.der.wa.gov.au.

If you are concerned about, or object to any aspect of the licence you may lodge an appeal with the Minister for Environment within 21 days of 2 September 2013. To lodge an appeal contact the Office of the Appeals Convenor on 6467 5190 or by email at admin@appealsconvenor.wa.gov.au.

If you have any queries regarding the above information, please contact Damian Thomas on 9168 4200.

Yours sincerely

A handwritten signature in blue ink, appearing to be 'D. Thomas'.

Damian Thomas
Regional Leader, Industry Regulation, Kununurra

03/09/2013

Kununurra
Lot 248 Ivanhoe Rd
Kununurra WA 6743
Phone: 9168 4200
Fax: 9168 2179
www.der.wa.gov.au



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+65 6327 8463 F

Ref: GM/XLD/103991

LICENCE AGREEMENT

SHIRE OF WYNDHAM EAST KIMBERLEY (ABN 35 647 145 756)
("Licensor")

AND

BGC (AUSTRALIA) PTY LTD (ACN 005 736 005) TRADING AS BGC ASPHALT
("Licensee")

BETWEEN:

SHIRE OF WYNDHAM EAST KIMBERLEY (ABN 35 647 145 756) of Post Box 614, Kununurra WA (Licensor)

and

BGC (AUSTRALIA) PTY LTD (ACN 005 736 005) TRADING AS BGC ASPHALT of Level 6, 18 Mount Street, Perth WA (Licensee)

RECITALS:

- A. The Land is reserved to the Crown and has been placed under the care, management and control of the Licensor by the Minister with power to lease (or sub-lease or licence) for a term not exceeding 21 years, subject to the consent of the Minister.
- B. The Licensee wishes to licence the Licensed Area from the licensor and to develop the Licensed Area by undertaking the Licensee's Works.
- C. Subject to the Minister's consent and all other necessary consents and approvals, the Licensor has agreed to licence the Licensed Area to the Licensee and to allow the Licensee to carry out the Licensee's Works on the terms and conditions of this Licence.
- D. The Minister indicates its approval of this Licence by endorsing its consent.

BY THIS DEED:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following terms are defined:

"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)* (as varied from time to time) from and including the Commencement Date;

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

"Authorised Person" means:

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

- (b) any person visiting the Land with the express or implied consent of any person referred to in paragraph (a) of this definition; and

- (c) any person claiming under or through the Licensee;

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

"Building" means

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

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

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

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

"Facilities" means the water supply, drainage, sewerage, gas and electrical fixtures, fittings or appliances, in or on the Land or the Licensed Area;

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

"Land" means the land described in Item 4(a) of Schedule 1;

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

"Licence" means this agreement and the schedules and, where applicable, any appendices, plans or other attachments to this agreement as amended from time to time;

"Licence Fee" means the fee specified in Item 5 of Schedule 1 and payable pursuant to clause 3;

"Licence Period" means the period specified in item 6 of Schedule 1;

"Licensed Area" means that part of the Land described as item 4(b) of Schedule 1;

"Licensee's Fixtures" means each fixture and fitting installed by the Licensee in or on the Licensed Area with the Licensor's consent which is not, or is not re-classified as, a Licensor's Fixture in accordance with this Licence, and for the avoidance of doubt, includes without limitation, the Licensee's Works;

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

"Licensee's Works" means the development of the Licensed Area by the Licensee in accordance with:

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

and which development can be generally described as involving the mobilisation and set-up of a mobile asphalt plant;

"Licensor's Fixtures" means the Licensor's fixtures and fittings in or on the Licensed Area (if any);

"Licensor's Rights" means the rights of the Licensor under this Licence or implied by law, including without limitation the benefit of the Licensee's Obligations;

"Licensor's Works" means any construction, refurbishment, upgrade and renovation works carried out or to be carried out on or to the Licensed Area as notified to the Licensee by the Licensor from time to time;

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

"Management Order" means Management Order E640854;

"Minister" means the Minister for Lands, a body corporate under section 7 of the *Land*

Administration Act 1997 (WA) as varied from time to time;

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

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

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

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

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

"Schedule" means a schedule to this Licence;

"State" means the State of Western Australia;

"Termination" means the expiry of the Period by effluxion of time or by termination in accordance with this Licence;

"Works Conditions" means in respect of any Maintenance or works carried out by the Licensee, the Licensee must:

- (a) do so:
 - (i) at the Licensee's cost;
 - (ii) in a safe and proper workmanlike manner and to the satisfaction of the Licensor, acting reasonably;
 - (iii) using only good quality materials;
 - (iv) in full compliance with:
 - (A) and only after obtaining the approvals of, all Relevant Authorities;

- (B) and subject to the conditions of, the Licensor's consent in relation to those works;
- (C) plans and specifications approved by the Licensor;
- (D) all Requirements and Laws;
- (v) using a qualified and competent contractor engaged by the Licensee (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 Licensor and evidence of which must be provided to the Licensor);
- (b) ensure that the Licensee and all its employees, agents, contractors and workmen employed in executing the relevant works:
 - (i) duly and punctually comply with the reasonable directions of the Licensor in relation to their conduct in and access to the Licensed Area and when going to and from the Land and Licensed Area; 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 Licensor or other Occupiers;
- (c) if required by the Licensor, erect and maintain a fence around the Licensed Area during the erection and completion of the works and ensure that such fence is sufficiently sound, high and secure to prevent entry upon the Licensed Area by unauthorised persons and members of the public;
- (d) clean up the Licensed Area progressively during the construction, installation or demolition of the works as the case may be and promptly remove from the Licensed Area all rubbish and waste arising from such works; and
- (e) pay on demand to the Licensor:
 - (i) all the reasonable costs of the Licensor in connection with the relevant works including the Licensor's administrative and other reasonable costs of giving consent and the fees of any architect or other consultant used by the Licensor in connection with the relevant works EXCEPT THAT such costs do not include any costs or expenses incurred by the Licensor or entitled to be recovered by the Licensor in its capacity as the local government charged with the responsibility of approving such works; and
 - (ii) all costs and expenses incurred or arising as a consequence of any disruption caused by the Licensee or the Licensee's contractors on the Licensed Area in carrying out the relevant works.

"Written Law" has the same meaning given to that term in the *Interpretation Act 1984* (WA) as varied from time to time.

1.2 Interpretation

The following interpretations shall apply:

- (a) if two (2) or more persons by this Licence undertake an obligation or make or give any warranty or undertaking, or waive any right or entitlement, they shall be bound both jointly and jointly and severally;
- (b) where the day or last day for doing an action or for the payment of any money or on which any entitlement is due to arise or a notice is deemed served is not a Business Day, the day or last day for doing that act or payment of that money or on which that entitlement arises or notice is

- deemed served, shall be deemed to be the next Business Day;
- (c) a reference to any Party includes that Party in its own right and in its capacity as trustee of any trust (whether specified or not), and also includes that Party's executors, administrators, successors, substitutes and permitted assigns in accordance with this Licence, including any person taking by way of novation;
- (d) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of such word or phrase shall have a corresponding meaning;
- (e) a reference to:
- (i) an obligation includes a warranty or representation;
- (ii) a failure to observe or perform an obligation includes a breach of warranty or representation;
- (iii) provisions or terms of this Licence include a reference to both express and implied provisions or terms;
- (iv) conduct includes, without limitation, an omission, statement or undertaking, whether or not in writing; and
- (v) an amount for which a person is contingently liable includes, without limitation, an amount which that person may become actually or contingently liable to pay if a contingency occurs, whether or not that liability will actually arise;
- (f) "including" and similar expressions are not words of limitation;
- (g) a covenant, agreement, representation or warranty in favour of two (2) or more persons is for the benefit of them jointly and severally;
- (h) derivatives of a word or expression defined in clause 1.1 have a corresponding meaning to that assigned to it in that clause;

- (i) a reference to "Licensor" is a reference to the Shire of Wyndham East Kimberley only in its capacity as owner of the Land and not in its capacity as a Relevant Authority, and separate and distinct from its capacity as a Relevant Authority; and
- (j) covenants implied by Laws are not incorporated in the Licence, unless the relevant Law provides that certain covenants are to be implied and cannot be excluded by agreement.

2. LICENCE

2.1 Grant and Licence Period

The Licensor hereby grants to the Licensee the full liberty and licence during the Licence Period to use the Licensed Area for the Authorised Use together with all ancillary rights (in common with any other persons authorised by the Licensor) of ingress to and egress from the Licensed Area subject to the terms and conditions in this Licence.

2.2. Limit of Licensor's liability

- (a) The Licensee acknowledges and agrees that:
- (i) all the Licensee's Fixtures in or on the Land and the Licensed Area shall be at the sole risk of the Licensee during the Licence Period and the Licensor shall not be liable for any claim, loss or damage that the Licensee may suffer as a result of:
- (A) any fault in the construction or state of repair of the Licensed Area or the Licensee's Fixtures; or
- (B) any flow, overflow, leakage or breakdown of any water, air-conditioning, gas, power or other source of energy whether from the Licensed Area or otherwise;

- (ii) the Licensor gives no warranty as to the use to which the Licensed Area may be put; and
- (iii) the Licensee has not relied on any representation or warranty of the Licensor in entering into this Licence and, for this purpose, the Licensee acknowledges that:
- (iv) the Licensee has relied on the Licensee's own skill and judgment and has made the Licensee's own enquiries in determining the suitability of the Licensed Area for the Authorised Use; and
- (v) the Licensee's use of the Licensed Area is conclusive evidence of the Licensee's acceptance of the Licensed Area as being in good order, repair and condition at the Commencement Date.
- (b) The Licensor is not liable to the Licensee and the Licensee will not make a claim against the Licensor in respect of any liability resulting from any accident, death, injury, damage to any property (including water damage), equipment, or machinery malfunction or other event of a similar nature in or affecting the Licensed Area.
- (c) The Licensee agrees that the Licensee's non-exclusive right to use the Licensed Area is subject to the rights of other Occupiers.
- (d) Each Licensor is only liable for any breaches under this Licence occurring while that person is the registered proprietor of the Licensed Area.
- (e) Unless this Licence provides otherwise, whenever the Licensee is obligated or required by this Licence to do or omit to do any act or thing, the doing or the omission of the act or thing will be at the sole risk and expense of the Licensee.
- 2.2 No Representations by the Licensor
- (a) The Licensor does not represent that the:
- (i) Land is suitable for the Authorised Use; or
- (ii) Licensor's Fixtures are suitable for Authorised Use.
- (b) The Licensee acknowledges that it is the Licensee's responsibility to make its own enquiries about zoning and the suitability of the Land and Licensor's Fixtures for the Authorised Use, and acknowledges that, before signing, that it has done so to its own satisfaction.
- 2.3 Pre-Conditions to Use of the Licensed Area
- No person shall use the Licensed Area for any activity pursuant to this Licence until a fully executed copy of this Licence and proof of public liability insurance have been received by the Licensor.
- 2.4 No Interest in the Land
- (a) The rights and privileges conferred by this Licence on the Licensee rest in contract only and nothing in this Licence shall be construed as creating a tenancy, or conferring on the Licensee any estate or interest in the Land nor any right to exclusive use of the Licensed Area.
- (b) Nothing in the Licence shall be construed as restricting or in any way interfering with the right of the Licensor and all persons authorised by it on that behalf to enter use and maintain the Land for any purpose whatsoever not incompatible with the Licensee's rights under this Licence and subject to those rights to erect on the Land any building or structure necessary for the purpose of the Licensor.
- 2.5 Conditions Precedent
- (a) This Licence is subject to and expressly conditional upon the:
- (i) Licensor complying with the procedures set out in section 3.58 of the *Local Government Act 1995* (WA)

- (as varied from time to time) relating to disposal of property ("**Local Government Condition**");
- (ii) approval of the Minister pursuant to the Management Order and the *Land Administration Act 1997* (WA) ("**Minister Approval Condition**"); and
- (iii) the Licensee obtaining all necessary Approvals to undertake the Licensee's Works from all Relevant Authorities, including the prior consent of the Licensor ("**Development Condition**").
- (b) The parties covenant and agree that:
- (i) where relevant, the parties will each use their best endeavours to satisfy the Conditions Precedent;
- (ii) the Licensor will bear all costs associated with satisfying the Local Government Condition;
- (iii) the Licensee will bear all costs associated with satisfying the Minister Approval Condition;
- (iv) the Licensee will bear all the costs associated with satisfying or attempting to satisfy the Development Condition, including but not limited to any application fees; and
- (v) if any Approval:
- (A) is refused; or
- (B) granted subject to a condition with which the Licensee in its reasonable opinion is unable to comply with, and the Licensee within ten (10) Business Days after being notified of the condition elects, by notice in writing to the Licensor, to withdraw from the Licence,
- THEN this Licence, but for this clause 2.5, ceases to have effect and no Party has any claim against any other Party.
- 2.6 Discretion of the Licensor in its capacity as an Authority
- The parties agree and acknowledge that nothing in this Licence shall fetter or be construed as an attempt to fetter the discretion or the powers of the Licensor in its capacity as a Relevant Authority under any Written Law and in particular does not fetter the Licensor in its capacity as a Relevant Authority with regard to the approval or imposition of conditions on any approval required for the development of the Land or carrying out of the Licensee's Works in accordance with this Licence.
- 2.7 Reservation of Licensor's Rights
- Without limiting any other provision of this Licence, the Licensor reserves the following rights:
- (a) the Licensor may at any time carry out improvements to the Licensed Area, including, without limitation:
- (i) construct new structures on the Licensed Area;
- (ii) alter, add to, extend, reduce the size of, or otherwise modify, existing structures on the Licensed Area;
- (iii) any other Licensor's Works,
- but in exercising these rights, the Licensor shall use the Licensor's reasonable endeavours not to cause any undue interference with the Authorised Use;
- (b) the Licensor may grant easements of support or any other easements or similar rights over any part of the Land or the Licensed Area or dedicate, transfer or otherwise deal with any part of the Land or the Licensed Area in favour of another person for any reason whatsoever except that the Licensor shall not without the Licensee's prior consent

do anything which will substantially and permanently derogate from the quiet enjoyment of the Licensee's rights under this Licence or implied by law.

3. **LICENCE FEE**

The Licensee shall pay to the Licensor the Licence Fee in full on the Commencement Date.

4. **LICENSEE COVENANTS**

The Licensee covenants with the Licensor as follows:

4.1 **Use**

The Licensee must not use or permit the Licensed Area to be used for any purpose other than the Authorised Use.

4.2 **Improvements and Additions**

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

(b) Unless otherwise agreed, every building and fitting, fixture or structure erected, fixed or placed upon the Licensed Area shall become the absolute property of the Licensor and shall not be removed from the Licensed Area or moved to any other part of the Land except with the prior written consent of the Licensor.

4.3 **Maintenance**

The Licensee must:

(a) Maintain the Licensed Area 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 Licensed Area for which the

Licensee is responsible to the satisfaction of the Licensor;

(c) keep the Licensed Area clean and free from rubbish;

(d) not do or omit to do anything which might cause the Licensed Area 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;

(e) not without the Licensor's prior consent, install any electrical equipment on the Licensed Area which might overload the cables, switchboards or sub-boards through which electricity is connected to the Licensed Area;

(f) not without the Licensor's prior written consent interfere with the drainage or water supply facilities (if any) serving the Licensed Area or any equipment connected to such facility;

(g) not without the Licensor's prior consent, erect or place on or in the Licensed Area any radio or television aerial or antenna; and

(h) maintain all roads, driveways and access ways (if any) on the Licensed Area and keep them free of rubbish and debris and ensure that they are not obstructed.

4.4 **Report to Licensor**

The Licensee shall report promptly to the Licensor in writing:

(a) all damage or defects in the Licensed Area of which the Licensee is or ought to be aware; and

(b) any circumstances likely to be a danger or cause any damage or danger to the Licensed Area and the Licensee's Fixtures or any person in or on the Licensed Area and the Licensee's Fixtures of which the Licensee is aware.

4.5 **Nuisance**

(a) The Licensee must take all reasonable precautions against the outbreak of fire on the Licensed

Area and to make firebreaks upon the Licensed Area and at the locations and to the specifications required by the Licensor and to permit the entry of the Licensor its officers and servants or agents on to the Licensed Area for the purpose of abating any fire on or in the vicinity of the Licensed Area.

- (b) The Licensee shall not to do or permit anything to be done on or in relation to the Land, which may be or may become a danger or a nuisance to the Licensor or other persons authorised by the Licensor to enter or use the Land or to the owner or occupier of any adjoining or nearby land.

4.6 Expenses

The Licensee will during the Licence Period pay on demand, all expenses incurred by the Licensor in respect of carrying out a defaulted Licensee covenant.

4.7 Unlawful Activities

The Licensee must not, except as is lawful and necessary and an ordinary incident of the Authorised Use, do or carry on in the Licensed Area any activity which might be harmful, offensive or illegal, or cause a nuisance, damage or disturbance to the Licensor or the Occupiers or the owners or occupiers of any nearby properties unless with the prior consent of any Relevant Authority and the Licensor.

4.8 Rubbish

The Licensee must not:

- (a) place any rubbish on or in any part or the Licensed Area except in a suitable receptacle; or
- (b) burn any rubbish in or on the Licensed Area, unless permitted by law and a necessary and ordinary incident of the Authorised Use.

4.9 Goods and Chemicals

The Licensee must not:

- (a) except for reasonable quantities for normal applications in connection with the Authorised Use of the Licensed Area, bring onto, store or use any chemical or inflammable

substance in or the Licensed Area; and

- (b) store goods on or in the Licensed Area other than those necessary for the Authorised Use.

5. ASSIGNMENT

5.1 The Licensee shall not transfer or assign or sub-licence its rights under this Licence except with the prior written consent of the Licensor.

5.2 Should the Licensor at any time during the currency of this Licence transfer the ownership of the Land the Licensor reserves to itself the right to assign the Licensor's interest in the Licence to the transferee of the Land.

6. INSURANCE

6.1 The Licensee shall effect and maintain in the names of the Licensor and the Licensee with an insurance company approved by the Licensor all policies of insurance relating to the Licensed Area or otherwise as reasonably required by the Licensor from time to time, including policies of insurance in respect of the matters referred to in clause 6.2, and the Licensee shall:

- (a) supply to the Licensor current details of all insurance effected in accordance with this clause, including copies of certificates of insurance or policy documents and receipts for premiums as updated, amended or varied from time to time;
- (b) not without the Licensor's prior consent, alter the terms or conditions of any policy; and
- (c) ensure that each policy of insurance includes a provision for cross liability and waiver of subrogation rights in favour of the Licensor.

6.2 The Licensee shall effect policies of insurance in respect of:

- (a) employers' indemnity insurance including worker's compensation insurance in respect of all the Licensee's employees working on or about the Licensed Area;
- (b) public liability insurance for a minimum amount of twenty million

dollars (\$20,000,000.00) for any one incident or such greater amount as may be specified from time to time by the Licensor; and

- (c) the full insurable value on a replacement or reinstatement basis of the Licensee's Fixtures against fire, explosion, earthquake, aircraft, riot, civil commotion, flood, lightning, storm, tempest, smoke, rainwater, water leakage, impact by vehicles, machinery breakdown or malfunction, and malicious acts or omissions; and
- (d) any other matter or thing which the Licensor requires by notice to the Licensee.

6.3 The Licensee must not by any act or omission cause or allow anything to be done which might result in any insurance policy effected under this Licence or in respect of the Licensed Area becoming void or voidable or which might increase the premium on any policy.

7. **INDEMNITY**

7.1 The Licensee will be at all times responsible for any vehicle, plant, equipment, building or structure which the Licensee or any Authorised Person may cause or allow to be brought, placed or erected upon the Land.

7.2 The Licensee shall indemnify and keep indemnified the Licensor, its officers, servants and agents from and against all actions, proceedings, suits, claims, demands, damages, costs and expenses that may be made, brought or prosecuted by the Licensee or any other person in respect of any loss, damage, injury or death or any matter whatsoever arising from or in any way incidental to the exercise by the Licensee of the rights under this Licence and against all costs, damages and expenses that may be incurred by the Licensor, its officers, servants or agents in defending or settling those actions, proceedings, suits, claims, demands, damages, costs and expenses except to the extent that such injury, damage or loss shall have been caused by or contributed to by the Licensor, its officers, servants or agents.

7.3 To indemnify and keep indemnified the Licensor its officers servants and agents from and against all claims which may be made by the Licensee or any other person in respect of loss or damage sustained from any cause whatsoever to any vehicle plant

equipment building or structure erected or caused or allowed to be brought on to the Land and in respect of loss or damage arising directly or indirectly out of the use of the Land or the observance or non-observance of any of the covenants contained in this Licence to be observed or performed by the Licensee or the exercise of any privilege or right conferred upon or granted to the Licensee under this Licence.

8. **COMPLY WITH LAWS**

8.1 The Licensee will in exercising its rights pursuant to this Licence promptly observe and comply with:

- (a) all Laws;
- (b) all Requirements; and
- (c) all rules directions and orders made in respect of the Airport and its operation,

relating to or effecting the Licensed Area, the Licensee's Fixtures or the Authorised Use, including any structural work in respect of the Licensee's Works.

8.2 The Licensee will comply with the provisions of and give all notices required by and cause any Authorised Person to comply with any Laws relating to the Licensed Area PROVIDED THAT this covenant shall not require or permit the Licensee to make any alterations to any building or fitting, fixture or structure on or in any part of the Licensed Area without the written prior approval of Licensor.

8.3 To comply with and cause to be complied with all lawful Licensor directions, rules and bylaws regarding the Licensed Area or the Authorised Use thereof concerning the Licensee's exercise of its rights pursuant to this Licence.

9. **RIGHT TO ACCESS**

9.1 The Licensor and any person authorised by the Licensor may enter upon the Licensed Area at all reasonable times for any purpose authorised by the Licensor.

9.2 The Licensor and any person authorised by the Licensor, may enter the Licensed Area at all reasonable times to view the state and condition of the Licensed Area and to examine whether the Licensee has performed the covenants contained in this Licence. If it is thought appropriate, the

Licensor and any person authorised by the Licensor, can leave a written notice requiring the Licensee to make good any damage or neglect incurred by the Licensee to the Licensed Area.

- 9.3 Should the Licensee make default in the performance of any of the Licensee covenants contained in this Licence, the Licensor may do all such acts and things and pay all such monies as are necessary or desirable to secure faithful performance of any covenant in question. This may be performed by the Licensor or his agents, who may enter upon the Licensed Area with or without workmen, and carry out such work and improvements and make and effect the repairs in respect of which default shall have been made. The cost of such work improvements and repairs shall be a debt due from the Licensee to the Licensor payable on demand.

10. DEFAULT & TERMINATION

- 10.1 The Licensor is entitled to give the Licensee notice of termination of this Licence and notice of the right to enter and re-take exclusive possession of the Licensed Area if the events of default are as follows:

- (a) if the Licensee fails to pay the Licence Fee in accordance with the terms of this Licence;
- (b) if the Licensee fails to perform or observe any covenant or condition of the Licence and notice is given by the Licensor to the Licensee in writing requiring the Licensee to remedy the default within five (5) Business Days and the Licensee fails to remedy the complaint of default within the period specified in that notice; and
- (c) a receiver or receiver and manager or controller as defined in the *Corporations Act 2001* (Cth) (as varied from time to time) is appointed in respect of any part of the Licensee's Fixtures;
- (d) the Licensee ceases to use the Licensed Area for the Authorised Use;
- (e) where the Licensee is a company and:
 - (i) an application is made to a court for an order or an

order is made that the Licensee be wound up;

- (ii) an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of the Licensee;
- (iii) except for the purposes of reconstruction or amalgamation, the Licensee enters into a scheme of arrangement, deed of company arrangement or composition with, or assignment for the benefit of, all or any class of the Licensee's creditors;
- (iv) the Licensee resolves to wind itself up or otherwise dissolve itself;
- (v) the Licensee states that it is insolvent; or
- (vi) the Licensee takes any step to obtain protection or is granted protection from its creditors under any applicable legislation;

- 10.2 This Licence may be revoked or suspended by the Licensor in the event of the Licensee's failure to remedy a material breach of or default under this Licence. Upon revocation, all rights to use the Licensed Area shall cease and no compensation will be payable by the Licensor to the Licensee.

11. TERMINATION

11.1 Yield up Licensed Area

The Licensee shall on Termination surrender and yield up the Licensed Area to the Licensor in a condition consistent with the compliance of the Licensee's Obligations during the Term.

11.2 Remove Licensee's Fixtures

The Licensee shall:

- (a) prior to Termination or on the termination of any period of holding over, remove from the Licensed Area the mobile asphalt plant and all of the Licensee's Fixtures including any Building and other property and any Licensor's Fixtures which the

Licensor requires to be removed, and make good any damage caused to the Licensed Area by the removal of the Licensee's Fixtures,

- (b) comply with the Works Conditions in respect of the removal of those items specified in 11.2(a); and
- (c) submit details of the proposed removal works for the Landlord's approval not less than two (2) months prior to Termination, or in the event of the sooner determination of this Licence, on or prior to that sooner determination.

11.3 Making Good of Licensed Area on Termination

Subject to clause 11.2, the Licensee shall, unless the Licensor agrees to the contrary, prior to Termination or on the termination of any period of holding over, make good the Licensed Area and the Facilities on the Licensed Area.

11.4 Licensor Can Make Good

If the Licensee does not comply with the obligation to make good as set out in subclause 11.3 of this clause, the Licensee shall pay the Licensor within ten (10) business days after the Licensor requests payment, any costs reasonably incurred by the Licensor to make good the Licensed Area. The obligation to pay those costs does not limit any other rights of the Licensor in relation to the Licensee's default.

11.5 Dealing with Licensee's Fixtures not removed at Termination

The Licensor has the following rights in respect of the mobile asphalt plant and any Licensee's Fixtures which are not removed at Termination:

- (a) demolish and dispose of the mobile asphalt plant and Licensee's Fixtures or remove and store the mobile asphalt plant and Licensee's Fixtures in an alternative premises at the Licensee's cost;
- (b) to sell or dispose of the mobile asphalt plant and Licensee's Fixtures and apply the proceeds of sale towards payment of any unpaid Licence Fee or other money payable under this Licence; or

- (c) to elect that the mobile asphalt plant and Licensee's Fixtures is the absolute property of the Licensor and to deal with the mobile asphalt plant and Licensee's Fixtures as the Licensor sees fit,

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

- (d) the Licensee failing to remove the mobile asphalt plant and all of the Licensee's Fixtures by Termination; or
- (e) any claim against the Licensor by any person by reason of the exercise by the Licensor of its rights under this clause 11.5.

11.6 Licensee to continue to pay Licence Fee

If the Licensee fails to make good the Licensed Area as specified in subclause 11.3, or fails to remove the Licensee's Fixtures at Termination, then until the Licensed Area is restored in accordance with this Licence or the Licensor elects to take the absolute property in the Licensee's Fixtures left after Termination, the Licensee must continue to pay the Licence Fee as if the Licensee were holding over the Licensed Area.

12. EXTENSION BEYOND TERMINATION DATE

In the event of the Licensee continuing in use of the Land after the expiration of the Licence Period without any demand in writing for possession thereof having been made by the Licensor the Licensed Area shall be held by the Licensee under a Licence determinable at any time by fourteen (14) days' notice in writing given by either party to the other and upon the same terms and conditions as are herein contained so far as the same can be applied to a periodic licence.

13. COSTS

Save and except costs associated with the preparation, negotiation and execution of this Licence (which shall be borne by the Licensor), the Licensee must pay to the Licensor, or as the Licensor directs, all the Licensor's costs, charges and expenses in connection with:

- (a) any consent, approval or exercise of any right, waiver, variation, release,

surrender or discharge in connection with this Licence, 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* (WA) (as varied from time to time);

- (b) any inspection or report concerning the Licensed Area and the Licensee's Fixtures;
- (c) any breach of the Licensee's Obligations;
- (d) any work done at the request of the Licensee;
- (e) the exercise of attempted exercise of the Licensor's Rights; and
- (f) any action, suit or proceeding to which the Licensor is joined as a party as a result of the Licensee's use of the Licensed Area and the Licensee's fixtures, and

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

- (g) taxes and fees and fines and penalties which may be payable in connection with this Licence;
- (h) all legal costs and expenses on a full indemnity basis; and
- (i) all interest which the Licensor is entitled to claim.

14. **SPECIAL CONDITIONS**

Any Special Conditions stipulated in item 7 of Schedule 1 and in Schedule 2 shall form part of the Licence and in the event that such Special Conditions are inconsistent with the terms of the Licence, then the Special Conditions shall prevail to the extent of such inconsistency.

15. **ENVIRONMENTAL MATTERS**

15.1 **Licensee's Environmental Covenants**

The Licensee must:

- (a) comply with all Environmental Laws including, without limitation, obtaining all necessary permits, authorisations and approvals required for the Licensee to carry out the Authorised Use on the Licensed Area;

- (b) take all practicable precautions to ensure that no Contamination of the Licensed Area or the Environment in the vicinity of the Licensed Area occurs;
- (c) not discharge into any stormwater drain any trade effluent, Hazardous Material or Waste, other than that which is authorised by the relevant Government Authority;
- (d) immediately notify the Licensor if:
 - (i) a Contamination Event occurs on the Licensed Area; or
 - (ii) an Environmental Notice is served on the Licensee;
- (e) if a Contamination Event occurs and irrespective of whether an Environmental Notice has been served on the Licensee, promptly take all usual and reasonable actions at the Licensee's own cost and in accordance with best industry practice for the Remediation of the Licensed Area and any land in the vicinity of the Licensed Area to a condition, as far as practicable, as if the Contamination Event had not occurred;
- (f) at the Licensee's own cost, comply with every Environmental Notice issued in respect of, or arising from, the Licensee's use or use of the Licensed Area, whether the notice is served on the Licensor or the Licensee;
- (g) allow the Licensor and its employees and contractors:
 - (i) after receiving reasonable notice from the Licensor, access to the Licensed Area to conduct environmental audits or inspections from time to time; and
 - (ii) immediate access to the Licensed Area to conduct an inspection following a Contamination Event; and
- (h) pay the reasonable costs of any reputable environmental consultant appointed by the Licensor to undertake an inspection from time to

time of the Licensed Area to verify the Licensee's compliance with this clause 15.

Remediation Notice (if applicable); and

15.2 Remediate Contamination

- (a) Without limiting the Licensee's obligation under clause 15.1(e), the Licensee must ensure that at the expiration of the Term it has Remediated any Contamination of the Licensed Area or any land in the vicinity of the Licensed Area caused by the Licensee, to the absolute satisfaction of the Licensor.
- (b) Subject to clause 15.2(e), not later than one (1) week before the expiration of the Term, the Licensee must arrange for a reputable environment consultant approved by the Licensor (whose approval must not be unreasonably withheld) to:
 - (i) carry out an investigation of Contamination at the Licensed Area;
 - (ii) prepare a report with respect to any (if any) Contamination at the Licensed Area; and
 - (iii) prepare a Remediation Notice (if applicable).
- (c) Subject to clause 15.2(d), the Licensee must promptly carry out all the works specified in the Remediation Notice to the satisfaction of the Licensor, and at the Licensee's sole cost.
- (d) The Licensee is under no obligation to carry out remedial works in respect of Contamination of the Licensed Area shown to exist at the Commencement Date, except to the extent that the Licensee has disturbed the Contamination in a manner which creates a risk of harm to people or the Environment.
- (e) If this Licence is terminated by the Licensor prior to the expiration of the Term, the Licensor may:
 - (i) arrange for the investigation of Contamination referred to in clause 15.2(a) and for the preparation of a

- (ii) carry out the works specified in the Remediation Notice, at the Licensee's expense, and the Licensee will indemnify the Licensor under clause 15.3(a).

- (f) For the avoidance of doubt, this clause 15.2 is for the benefit of the Licensor and can only be waived by the Licensor.

15.3 Environmental Indemnity

- (a) Without limiting clause 7 of the Licence the Licensee indemnifies the Licensor and the Licensor's employees in respect of all claims, judgments, orders, costs (including legal costs on a full indemnity basis) and expenses for which the Licensor is or may become liable in respect of or arising from the Licensee's breach of any of the Licensee's Environmental Covenants.
- (b) Without limiting clause 15.3(a) above, in the event that the Licensee fails to promptly comply with its obligations under clauses 15.1(e), 15.1(f), 15.2(a), 15.2(b) or 15.2(c) the Licensor shall be at liberty to carry out all of the said obligations at the cost of the Licensee, which cost shall be recoverable from the Licensee on demand.

15.4 Event of Default and Essential Term

For the avoidance of doubt, a failure by the Licensee to perform or comply with any of its obligations under this clause 15 is an Event of Default and a breach of an essential term of the Licence.

15.5 Definitions

In this clause 15:

- (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 use 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 Licensed Area involving:
- (i) any Contamination or likely Contamination of the Licensed Area, or the Environment in the vicinity of the Licensed Area; 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 Licence;
- (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 Licensed Area 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 Laws;

(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) "Licensee's Environmental Covenants" means the Licensee's obligations under clause 15.1, 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 Licensed Area 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, re-processing, recovery or purification.

16. MISCELLANEOUS

16.1 Licensee not to permit prohibited matters

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

16.2 Cost of Complying with Obligations

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

16.3 Licensor's consent

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

16.4 Proper Law and Jurisdiction

This Licence is governed by the law in force in Western Australia, or where applicable, the Commonwealth of Australia, and the Parties consent to the jurisdiction of the courts of the Western Australia.

16.5 Time of the essence

Time shall be of the essence in all respects.

16.6 Exercise of rights by Licensor

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

(a) a single or partial exercise of a right, power or remedy does not prevent a further exercise of that right, power or remedy;

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

(c) the rights, powers and remedies of the Licensor are cumulative with and not exclusive of the rights, powers and remedies provided by law; and

(d) any demand made shall not in any way be deemed to constitute a waiver by the Licensor of any breach or non-observance of a Licensee's Obligation and shall not prejudice any other right of the Licensor in relation to such breach.

16.7 Variation

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

16.8 Further assurances

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

16.9 Effect of execution

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

16.10 Severance

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

16.11 Goods and services tax

(a) In this Licence:

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

“GST Act” means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as varied from time to time;

“GST Law” has the same meanings as in the GST Act; and

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

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

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

(i) the Licensee must do everything reasonably requested by the Licensor to ensure this Licence is treated as taxable for the purposes of the GST, the Licensee must pay the GST to the Licensor at the same time as the payment to which the GST relates, and the Licence Fee and other amounts payable under this Licence are exclusive of GST;

(ii) the Licensee must pay to the Licensor on demand any GST charged on goods and services acquired or payable or paid by the Licensor in connection with this Licence or the Licensed Area, including but not limited to any GST payable in connection with or in respect of the provision of any Services and the Licence Fee; and

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

16.12 Entire Agreement

This Licence 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 Licence. This Licence supersedes all previous correspondence or documentation relating to the Licensee's interest (if any) in the Licensed Area.

16.13 Termination

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

SCHEDULE 1

Item 1 **Authorised Use**

Mobile Asphalt Plant

Item 2 **Commencement Date**

14 June 2014

Item 3 **End Date**

12 July 2014

Item 4 **Land and Licensed Area**

Land

- (a) Reserve 30804 - Lot 879 on Deposited Plan 192409 being the land comprised in Certificate of Title Volume LR3125 Folio 486

Licensed Area

- (b) That part of the Land having an area of approximately five thousand (5000) square metres as depicted and hatched in black on the plan in Annexure "A" to this Licence.

Item 5 **Licence Fee**

The Licence Fee is one hundred dollars (\$100.00) per annum plus GST.

Item 6 **Licence Period**

Subject to clause 11, the Licence shall be for the period of four (4) weeks commencing on the Commencement Date and expiring on the End Date.

Item 7 **Special Conditions**

The Licensee agrees that:

- (a) in granting a licence to use the Land, the Licensor has to first comply with or satisfy any obligations or requirements under any law, including the *Aboriginal Heritage Act 1972 (WA)*, and that the grant is made expressly conditional upon and subject to satisfaction of the provisions of the *Aboriginal Heritage Act 1972 (WA)*; and
- (b) the Licensee will bear the risk of any Aboriginal Heritage Claim in respect of or relating to the Land arising from and including the Commencement Date, and will not make any claim against the Licensor in relation to any of those risks.

SCHEDULE 2 – LICENSEE’S WORKS

1. Interpretation

- (a) These are the special clauses referred to in clause 14 of the Licence.
- (b) All words and expressions used but not defined in these special clauses but which are defined in clause 1 of the main body of the Licence, shall have the same meanings respectively assigned to them in clause 1 of the Licence.

2. Licensee’s Works

2.1 Licensee’s Development Covenants

The Licensee must:

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

2.2 Access to the Licensed Area

- (a) The Licensee is entitled to take possession of the Licensed Area and to enter upon the Licensed Area and commence the Licensee’s Works from and including the Commencement Date PROVIDED the:
 - (i) Licence has been executed by the Licensee, the Licensor and the Guarantor (if applicable) and all other consenting parties; and
 - (ii) Conditions Precedents have been satisfied.
- (b) For the avoidance of doubt, the Licensee is obliged to pay the full Licence Fee and all other money payable under the Licence from the Commencement Date regardless of whether the Licensee has commenced or completed the Licensee’s Works or whether the Licensee can operate the Licensee’s Business from the Licensed Area.
- (c) Notwithstanding clause 2.2(a) above, should the Licensee commence the Licensee’s Works prior to the satisfaction of any Conditions Precedent, whether with or without the Licensor’s prior consent, the Licensee does so at its own risk and shall have no claim against the Licensor in the event that any of the Conditions Precedent are thereafter not satisfied.

2.3 Facilities for Licensee’s Contractors

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

2.4 Licensee Responsible for Damage

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

2.5 Licensee's Insurance

- (a) Prior to the commencement of the Licensee's Works (or any associated or incidental works on the Licensed Area), the Licensee must have procured the insurance policies referred to in clause 6 and otherwise complied with the terms of clause 6 of the Licence in respect of those insurance policies.
- (b) For the avoidance of doubt and notwithstanding or limiting clause 6 of the Licence, the Licensee must, prior to the commencement of any Licensee's Works or associated or incidental works on the Licensed Area:
 - (i) insure against and ensure that all of its contractors engaged in carrying out the Licensee's Works, throughout the Licensee'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 Licensee's Works and shall also insure for the Licensee's and its contractors' common law liability to all such persons for such amount as shall be nominated by the Licensor; and
 - (ii) ensure that the insurance policies referred to in clause 6 insures the Licensee's Works for their full reinstatement and replacement value and apply all insurance moneys received in reinstating, rebuilding and repairing any damage incurred or suffered to the Licensee's Works.

2.6 Assumption of Risk by Licensee

The Parties expressly acknowledge and agree that:

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

2.7 Property in Works

Despite any rule of law or equity to the contrary, title to and ownership of the Licensee's Works shall be the property of the Licensee regardless of their attachment or affixation to the Licensed Area, and shall be a Licensee's Fixture, unless re-classified as a Licensor's Fixture in accordance with this Licence.

2.8 Default

- (a) For the avoidance of doubt, a failure by the Licensee 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 Licence ("Development Default").
- (b) Without prejudice to any other rights or remedies available to the Licensor, if the Licensor terminates this Licence pursuant to clause 11 on the occurrence of a Development Default:
 - (i) the Licensee shall, unless otherwise directed by the Licensor, within sixty (60) days from the date upon which the Licensor terminates the Licence remove from the Licensed Area the Licensee's Works in compliance with the Works Conditions and make good the Licensed Area to the satisfaction of the Licensor;
 - (ii) the termination of the Licence shall be without prejudice to the obligations of the Licensee to pay the Licensor any moneys which shall be due and owing as at the date on which the Licensor terminates the Licence; and
 - (iii) the Licensee shall pay to the Licensor on demand all costs and expenses incurred by the Licensor as a consequence of the Licensee's Development Default and in the exercise of the rights of the Licensor under this clause 2.8.
- (c) Should the Licensee not comply with its obligation under clause 2.8(b)(i) above the Licensor shall be at liberty to exercise any of the rights conferred on the Licensor pursuant to clause 11.5 of the Licence.
- (d) Until the Licensed Area are restored in accordance with the Licence (whether by the Licensee or the Licensor) or until the Licensor elects to take the absolute property in the Licensee's Fixtures (which includes the Licensee's Fixtures) left after termination, the Licensee shall continue to pay the Licence Fee and all other payments pursuant to this Licence as if the Licensee were holding over in the Licensed Area.

2.9 Indemnity

Without limiting the generality of clause 7 of the Licence, the Licensee indemnifies the Licensor and the Licensor's employees against all claims, demands, loss, damage, costs and expenses of every description which the Licensor may suffer or incur in connection with or arising directly or indirectly from the Licensee's entry upon and use of the Licensed Area for the purpose of the Licensee's Works or the construction, installation or carrying out the Licensee's Works (whether undertaken by the Licensee or the Licensor or any contractor on behalf of or at the direction of either the Licensee or the Licensor).

2.10 Definitions

For the purpose of this clause 2:

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

Executed by the parties as a deed on the _____ day of _____ 2014

EXECUTION BY THE LICENSOR:

The COMMON SEAL of the **SHIRE OF**)
WYNDHAM EAST KIMBERLEY was)
affixed by the authority of a resolution)
of the Council in the presence of:)

Shire President

Chief Executive Officer

Print Full Name

Print Full Name

EXECUTION BY THE LICENSEE:

EXECUTED for and on behalf of)
BGC (AUSTRALIA) PTY LTD)
(ACN 005 736 005) by authority of)
its Directors in accordance with)
section 127 of the *Corporations Act*)
2001 (Cth))

Director – Signature

Director/Secretary – Signature

Director – Print Name

Director/Secretary – Print Name

CONSENT:

THE MINISTER FOR LANDS hereby consents to the within Licence pursuant to section 18 of the *Land Administration Act 1997 (WA)*.

Dated this _____ day of _____ 2014

ANNEXURE "A"
PLAN WHICH IDENTIFIES LICENSED AREA

Comment [XD1]: Please provide plan showing licenced area

Mobile Asphalt Plant Site

Area: 2,826 Square Meters



13.3.6 Kununurra - Courthouse Landscaping

DATE:	29 April 2014
PROPONENT:	Department of the Attorney General
LOCATION:	Kununurra Courthouse
AUTHOR:	Kevin Hannagan, Director Infrastructure
REPORTING OFFICER:	Kevin Hannagan, Director Infrastructure
FILE NO:	LP.02.65

PURPOSE

To seek Council approval for establishment of landscaping and seating structures by the Department of the Attorney General in Council's road reserve Messmate Way adjacent to the new courthouse.

BACKGROUND

At the Councillor Briefing of 5 November 2013 (copy of report attached) Councillors considered the attached landscape plan and instructed Shire Officers to negotiate further with the Architects for the Department of the Attorney General.

STATUTORY IMPLICATIONS

There are no statutory implications associated with this matter. However, the Shire's Thoroughfares and Public Places Local Law enables the Shire to approve alternative verge treatments as is proposed, to Shire specifications.

POLICY IMPLICATIONS

No policy implications apply in the preparation of this report.

FINANCIAL IMPLICATIONS

There are no financial implications associated with this item as infrastructure constructed by the Department of the Attorney General's contractors and on-going maintenance to be borne by the Courthouse.

COMMUNITY CONSULTATION

Community consultation is not required in relation to this item.

COMMENT

The initial plan also included an extension to the existing government car parking in the Shires road reserve. This was not supported by Councillors and the car park location is the subject of another report in the Council Agenda.

The landscaping works are based on the materials and design within White Gum / Wahlarring Park, and include (as denoted on the plans supplied):

- Landscaping directly adjacent to the new building;
- Construction of a new footpath connecting the existing path to the north with Coolibah Drive; and

- Construction of concrete seating areas with rocks. These areas are suggested as possible 'breakout' areas, particularly as smoking would not be allowed in any part of the complex.

The landscaping area adjacent to the building would be irrigated and maintained by the Courthouse. Lights are proposed to be mounted directly onto the new building to illuminate the landscaping and footpath areas in the evening.

The new structures would, nevertheless, need to be maintained and replaced if required by the Courthouse, as they're likely to be prone to vandalism and graffiti. Likewise, the Courthouse would need to ensure that these seating areas are appropriately cleaned and litter and cigarette butts removed each week day.

ATTACHMENTS

Attachment 1 – Kununurra Courthouse, Landscape Plan

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council advises the architects for the Department of the Attorney General:

1. The Landscaping Plan as provided to Council can be constructed within the Shire's Messmate Way road reserve;
2. All costs for implementation of the Landscape Plan will be at the Department of the Attorney Generals' expense, and
3. All ongoing cleaning, litter and cigarette butt removal, maintenance and renewal of infrastructure will be at the Department of the Attorney Generals' expense.

COUNCIL DECISION

Minute No. 10386

Moved: Cr S Cooke

Seconded: Cr G Taylor

That Council advises the architects for the Department of the Attorney General:

1. **The Landscaping Plan as provided to Council can be constructed within the Shire's Messmate Way road reserve;**
2. **All costs for implementation of the Landscape Plan will be at the Department of the Attorney Generals' expense, and**
3. **All ongoing cleaning, litter and cigarette butt removal, maintenance and renewal of infrastructure will be at the Department of the Attorney Generals' expense.**

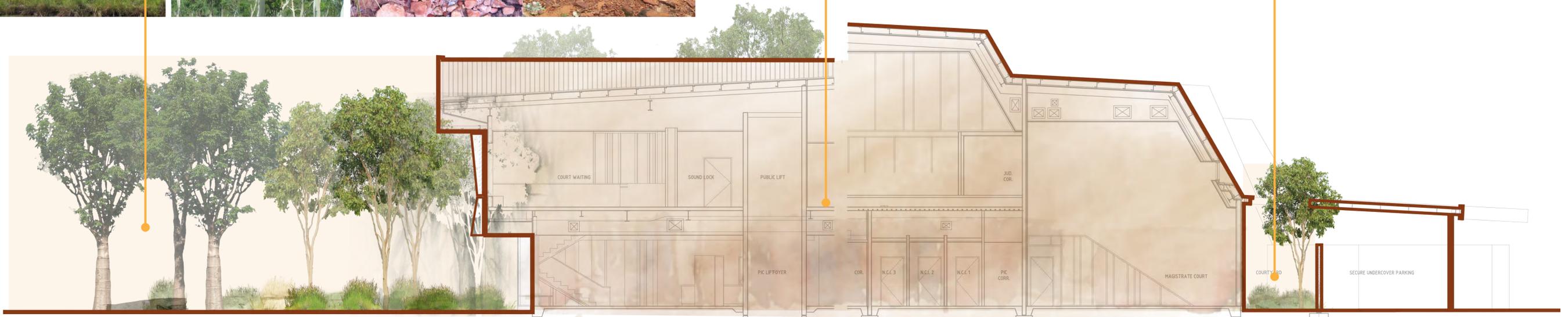
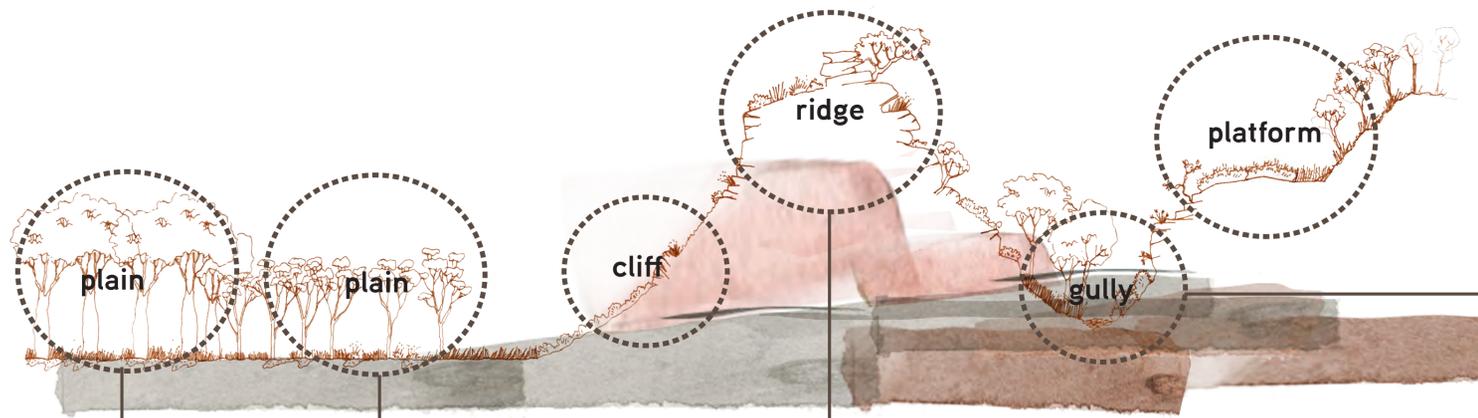
Carried 8/1

For: Cr J Moulden, Cr R Dessert, Cr D Learbuch, Cr B Robinson, Cr S Cooke,

Cr G Taylor, Cr K Wright, Cr G King

Against: Cr D Spackman

THE VISIBLE LANDSCAPE



**KUNUNURRA REPLACEMENT
COURTHOUSE
LANDSCAPE CONCEPT**

**PLACE
LABORATORY**



Revision
A:1

Date
MARCH 2012

Scale
Refer to scale bar

Client
TAG Architects +
Iredale Pederson
Hook Architects

Project
KUNUNURRA
REPLACEMENT
COURT HOUSE

Drawing
L_SITE_CP_01





- 1 Police Station
- 2 Kununurra Courthouse
- 3 Road Reserve
- 4 Public Car Park
- 5 Secured Car Park

**KUNUNURRA REPLACEMENT
COURTHOUSE
CONTEXT PLAN**

**PLACE
LABORATORY**

Revision
A:1

Date
MARCH 2012

Scale
Refer to scale bar

Client
TAG Architects +
Iredale Pederson
Hook Architects

Project
KUNUNURRA
REPLACEMENT
COURT HOUSE

Drawing
L_SITE_CP_01





Shade Trees
Boab *Adansonia gregorii*



White Trunk
Northern Salmon Gum
Eucalyptus bigalerita



White Trunk
Cabbage Gum
Eucalyptus brevifolia



Grasses
Triodia epactia, Cymbopogon procerus, Themeda triandra



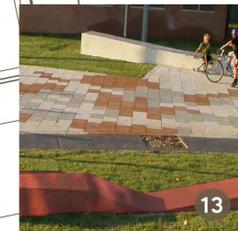
Low Shrubs
Grevillea dryandri, Cajanus pubescens



Tall Shrubs
G. pteridifolia



Courtyard Plants
Argyle Cycad Cycas pruinosa, Blechnum orientale



Seating Walls
Red oxide in situ concrete seating walls



Seating
Local stone boulders randomly placed



Seating Nodes
Natural grey concrete seeded with local stone aggregate with green cut



Footpath
Natural grey concrete seeded with local stone aggregate with wash finish



Courtyard Drainage
River Pebbles

- 1 **Gathering Place** Low walls and large local stone boulders to create an informal cluster seating area near the entry, shaded by Boab Trees.
- 2 **Connecting Path** concrete footpath between entry and carpark.
- 3 **Local Stone Spalling** located around stormwater grates
- 4 **Garden Bed** Copse of white trunk trees planted in low native groundcovers and grasses.
- 5 **Visual Courtyard** Low raised garden beds planted with ferns and cycads. A channel drain is located along the courtyard wall.
- 6 **Utility Courtyard** Riverstone gravel with low shrub and native grasses. A central concrete channel collects stormwater.

13.3.7 Great Northern Highway Widening

DATE:	29 April 2014
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	Great Northern Highway, last 22.2km into Wyndham
AUTHOR:	Beck Foulkes-Taylor, Infrastructure Support Officer
REPORTING OFFICER:	Kevin Hannagan, Director Infrastructure
FILE NO:	RD.07.23

PURPOSE

To advise Council on the outcome of the October 2013 Council Minute regarding the Roadwise Committee request to raise concerns regarding the Great Northern Highway and the width of the last 22.2 kilometres into Wyndham.

BACKGROUND

At the October 2013 Ordinary Council Meeting, Councillor Don Learbuch moved a Notice of Motion raising concerns of the Roadwise Committee regarding the Great Northern Highway and road width in the last 22.2 kilometres to Wyndham as follows:

That Council writes to the Minister for Transport regarding the Great Northern Highway and requesting that urgent consideration be given to funding for widening the last 22.2 kilometres of the highway for the safety of all road users.

STATUTORY IMPLICATIONS

There are no statutory implications associated with this report.

POLICY IMPLICATIONS

There are no policy implications apply in the preparation of this report.

FINANCIAL IMPLICATIONS

There are no financial implications associated with this report.

COMMUNITY CONSULTATION

Community consultation is not required in relation to this report.

COMMENT

The Shire has received a response from the Minister for Transport's Policy Advisor advising;

1. There are many similarly considered projects State-wide competing for the limited road funding that is available annually;
2. That the completion of the highway upgrade will be considered for funding as part of the 2014 / 2015 State budgetary deliberations.

ATTACHMENTS

Attachment 1 – Letter Treasurer; Minister for Transport

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council:

1. Notes the response from the Minister of Transport; and
2. Provides a copy of the letter and his Policy Advisor's response to the Roadwise Committee.

COUNCIL DECISION

Minute No. 10387

Moved: Cr D Learbuch

Seconded: Cr G King

That Council:

1. **Notes the response from the Minister of Transport; and**
2. **Provides a copy of the letter and his Policy Advisor's response to the Roadwise Committee.**

Carried Unanimously 9/0

07 MAR 2014
GR.03.2
1-22141



Treasurer; Minister for Transport

Our Ref: 30-45594, 30-45594/2
Your Ref: /O-16755

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

Dear Mr Gaffney

Thank you for your letter of 6 February 2014 addressed to the Minister for Transport and courtesy copied to Main Roads seeking the provision of future funding to upgrade the remaining 22.2 kilometres of Great Northern Highway into Wyndham. Minister Buswell has asked that I respond. Please also accept this response on behalf of Main Roads.

While the upgrade of the 22.2 kilometres of Great Northern Highway into Wyndham is considered a priority, there are many similarly considered projects State-wide competing for the limited road funding that is available annually.

In recognition of the importance of these works, the Minister made available \$3 million from the Safer Roads Program to commence the upgrade of this section of Great Northern Highway. Of this funding, \$1.65 million will be spent on widening approximately 3 kilometres with the remaining funding having already been expended on service relocations and the preparations for delivery.

You are assured that the completion of the Highway upgrade will be considered for funding as part of the 2014/15 State budgetary deliberations.

Thank you for taking the time to write to the Minister regarding these matters.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Samuel Calabrese', written in a cursive style.

Samuel Calabrese
SENIOR POLICY ADVISOR

04 MAR 2014

13. MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil

14. QUESTIONS BY MEMBERS OF WHICH DUE NOTICE HAS BEEN GIVEN

Nil

15. URGENT BUSINESS APPROVED BY THE PERSON PRESIDING OR BY DECISION

15.1 Roadwise Committee Request

Cr D Learbuch

On Friday, 11 October I attended the Roadwise Committee meeting in Kununurra as the Council's representative and I was asked to raise the concerns of the committee regarding the Great Northern Highway and road width in the last 20 km to Wyndham.

The Roadwise Committee acknowledges that the council has met and sent correspondence to the Minister for Transport Mr Troy Buswell regarding this matter.

The committee requests that Council writes the Minister for Transport requesting that urgent action be taken to widen the road over the last 20 km to Wyndham as a matter of priority.

I propose the following motion:

That Council writes to the Minister for Transport regarding the Great Northern Highway and requesting that urgent consideration be given to funding for widening the last 22.2km of the highway for the safety of all road users.

COUNCIL DECISION

Minute No. 10229

**Moved: Cr D Learbuch
Seconded: Cr Gary King**

That Council writes to the Minister for Transport regarding the Great Northern Highway and requesting that urgent consideration be given to funding for widening the last 22.2km of the highway for the safety of all road users.

Carried Unanimously 9/0

COUNCIL AGENDA item 15:

URGENT BUSINESS APPROVED BY THE PERSON PRESIDING OR BY DECISION:

I request the Shire President under Standing Orders Local Law 2003

Part 2 – Business of the meeting: item 2.10 Urgent Business Approved By the person Presiding or by Decision.

ROADWISE COMMITTEE REQUEST:

On Friday, 11 October I attended the Roadwise Committee meeting in Kununurra as the Council's representative and I was asked to raise the concerns of the committee regarding the Great Northern Highway and road width in the last 20 km to Wyndham.

The Roadwise Committee acknowledges that the council has met and sent correspondence to the Minister for Transport Mr Troy Buswell regarding this matter.

The committee requests that Council writes the Minister for Transport requesting that urgent action be taken to widen the road over the last 20 km to Wyndham as a matter of priority.

I propose the following motion:

That Council:

Writes to the Minister for Transport regarding the Great Northern Highway and requesting that urgent consideration be given to funding for widening the highway for the safety of all road users.

13.3.8 Proposed Car Park Design – New Courthouse

DATE:	29 April 2014
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	Coolibah Drive, Picture Gardens
AUTHOR:	Peter Kerp, Manager Engineering Services
REPORTING OFFICER:	Kevin Hannagan, Director Infrastructure
FILE NO:	RD.07.25

PURPOSE

For Council to consider an appropriate location and layout design for provision of a car parking area for the new courthouse in Coolibah Drive, Kununurra.

BACKGROUND

Shire Officers have met with the architects of the new courthouse building in Coolibah Drive, to discuss various options of design layout and location for a new car parking facility to service the new courthouse.

An earlier option by the architects was to extend the car bays in front of the government buildings (entry from Konkerberry Drive) further towards the courthouse providing an additional nine (9) parking bays. This option was not supported at the November Councillor Briefing.

Another option was to build the car park facility on the road verge in front of the Kununurra Country Club as it is directly opposite the new courthouse. This option was also not supported due to the removal of trees on the road verge.

A subsequent option (suggested by Shire Officers) was to build the car park facility within the government land on the corner of Konkerberry Drive and Messmate Way. This option was not supported by the architects.

The Chief Executive Officer on the 24 March 2014 wrote to the architects advising that the Shire supports the contribution of \$220,000 (GST inclusive) towards the construction of a new car parking facility off Coolibah Drive in front of the Picture Gardens.

STATUTORY IMPLICATIONS

There are no statutory implications associated with this report.

POLICY IMPLICATIONS

There are no policy implications associated in the preparation of this report.

FINANCIAL IMPLICATIONS

The Department of the Attorney General has made an offer to the Shire of \$220,000 (GST inclusive) for the construction of a car parking facility to accommodate the new courthouse in Coolibah Drive, Kununurra. Shire Officers have designed two (2) car parking options with construction estimates in front of the Picture Gardens on Coolibah Drive with either option being within the \$220,000 (GST inclusive) offer.

COMMUNITY CONSULTATION

Not required

COMMENT

Shire Officers have produced two (2) concept design layouts within the road reservation of Coolibah Drive in front of the Picture Gardens premises:

1. Retain the 'helicopter' tree within the centre of the car park within a landscaped kerbed area. This results in a total of 15 bays plus one (1) disabled bay; and
2. Remove the 'helicopter' tree which results in a total of 18 bays plus one (1) disabled bay.

Number two (2) is the preferred option as it achieves more parking bays.

Provision of a car park facility 200 metres from the courthouse building is not considered an excessive distance for courthouse attendee's to walk. Furthermore this location will tidy up an existing brown spot and will provide a car park facility with additional landscaping to soften the harshness of the paved area.

ATTACHMENTS

Attachment 1 – Layout Plan with Tree

Attachment 2 – Layout Plan without Tree

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council constructs car park design option two (2) within the road reservation of Coolibah Drive, Kununurra in front of the Picture Gardens.

COUNCIL DECISION

Minute No. 10388

Moved: Cr S Cooke

Seconded: Cr B Robinson

That Council:

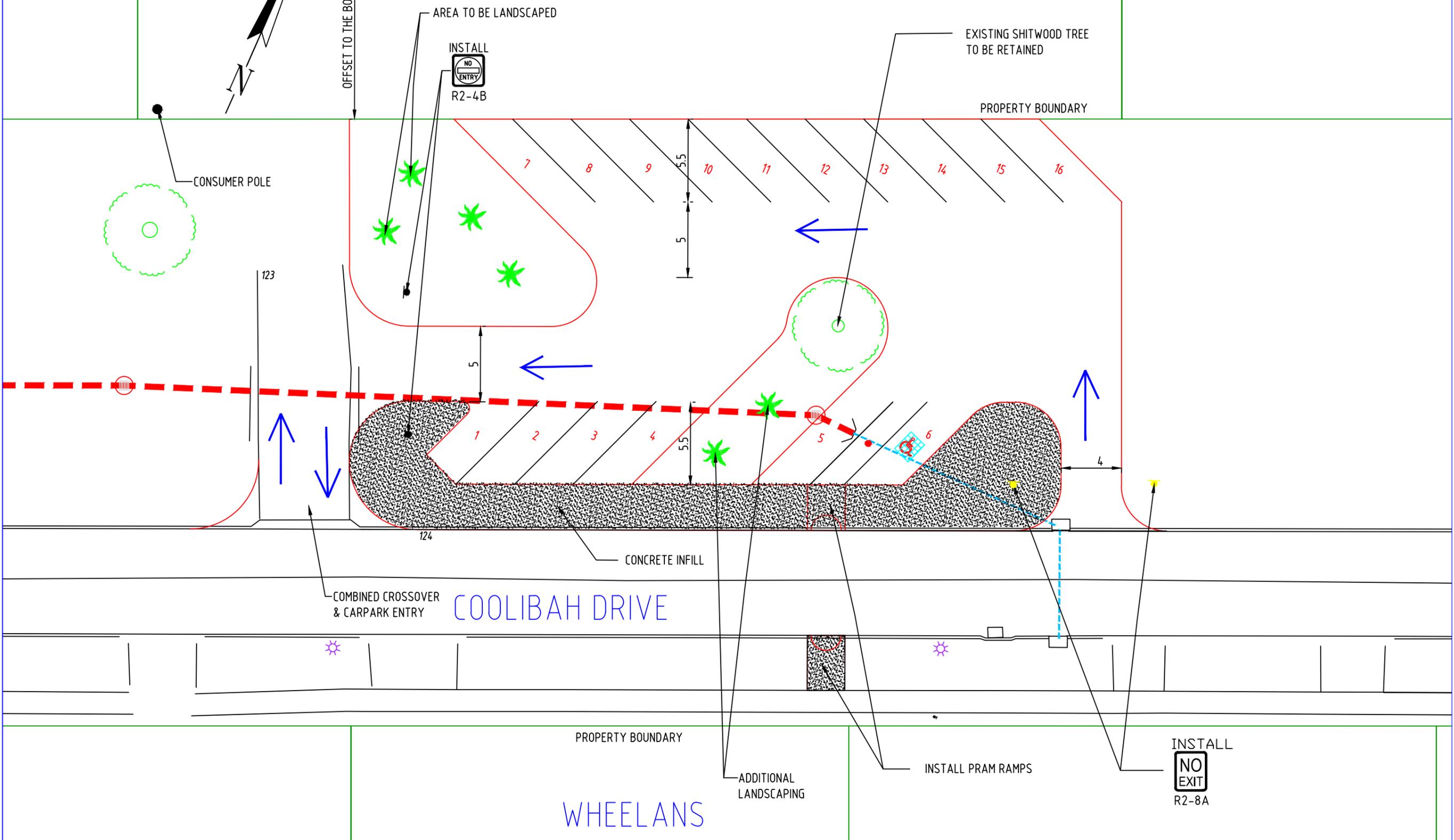
1. constructs car park design option two (2) within the road reservation of Coolibah Drive, Kununurra in front of the Picture Gardens; and
2. access to the courthouse is all access standard.

Carried 6/3

For: Cr J Moulden, Cr S Cooke, Cr B Robinson, Cr G Taylor, Cr R Dessert, Cr D Learbuch

Against: Cr K Wright, Cr D Spackman, Cr G King

KUNUNURRA PICTURE GARDEN



CONCEPT PLAN - OPTION1 RETENTION OF TREE

AMENDMENTS	No.	INITIAL	DATE	DESCRIPTION
1	NR	31-03-16	CONCEPT PLAN	

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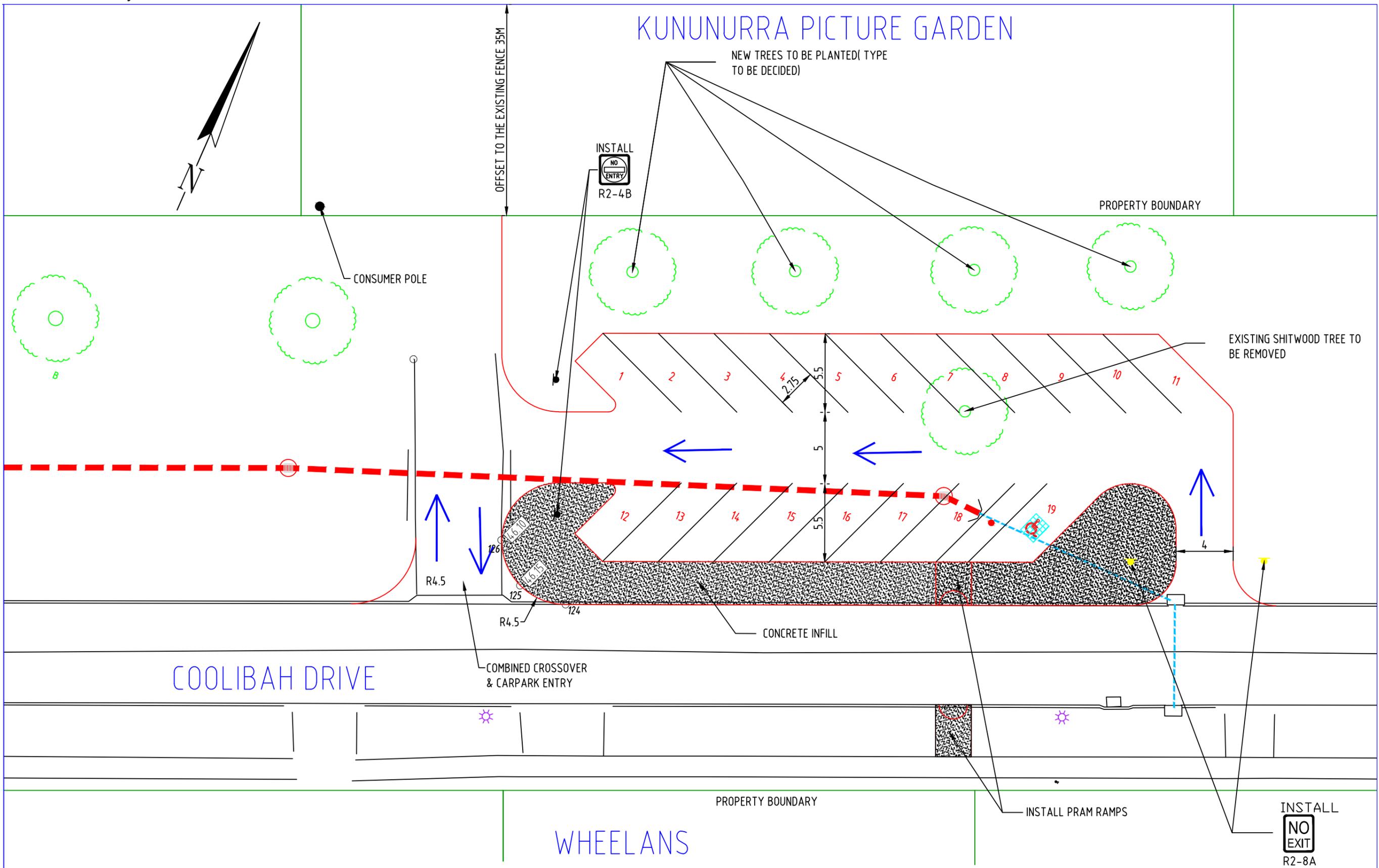
SCALE: 1:250 (A3 SIZE)
 DATUM: A.H.D.
 DESIGNED: NAVNEET RAHEJA
 DRAWN: NAVNEET RAHEJA
 CHECKED: P. KERP
 DATE DRN: MARCH 2016

- SURVEY TBM
- ⊗ TELSTRA PIT
- SEWER VENT
- ⊕ SIGN ON POST
- POST/BOLLARD
- ⊗ ELEC. PIT
- ⊗ ELEC. PILLAR
- ⊗ LIGHT POLE
- ⊗ U/G POWER
- ⊗ LAMP PIT
- WATER HYDRANT
- ⊗ WATER STOP VALVE
- ⊗ WATER MAIN MARKER
- ⊗ WATER LINE
- WATER TAP

COURT HOUSE PARKING
 VERGE PARKING AREA FOR THE CAR PARK
 TOTAL NUMBER OF BAYS = 16

S W E K

KUNUNURRA PICTURE GARDEN



CONCEPT PLAN - OPTION 2 REMOVAL OF TREE

AMENDMENTS	No.	INITIAL	DATE	CONCEPT PLAN	DESCRIPTION
1	NR	31-03-16		CONCEPT PLAN	

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SCALE: 1:250 (A3 SIZE)
 DATUM: A.H.D.
 DESIGNED: NAVNEET RAHEJA
 DRAWN: NAVNEET RAHEJA
 CHECKED: P. KERP
 DATE DRN: MARCH 2016

- SURVEY TBM
- ⊗ ELECTRIC PIT
- WATER HYDRANT
- ⊗ TELSTRA PIT
- ⊗ ELEC. PILLAR
- WATER STOP VALVE
- SEWER VENT
- ⊗ LIGHT POLE
- WATER MAIN MARKER
- ⊗ SIGN ON POST
- ⊗ U/G POWER
- WATER LINE
- ⊗ POST/BOLLARD
- ⊗ LENGTH PIT
- WATER TAP

COURT HOUSE PARKING
 VERGE PARKING AREA FOR THE CAR PARK
 TOTAL NUMBER OF BAYS = 19

S W E K

13.3.9 Coolibah Drive/Messmate Way – Parking

DATE:	29 April 2014
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	Coolibah Drive and Messmate Way
AUTHOR:	Robert Jehu, Emergency Regulatory Services Coordinator
REPORTING OFFICER:	Kevin Hannagan, Director Infrastructure
FILE NO:	TT.07.1

PURPOSE

For Council to review parking around the new Courthouse including the Police Station.

BACKGROUND

The new Court House is nearing completion. It is considered if parking conditions are not altered prior to opening there will be parking issues, such as congestion and potential danger to pedestrians and local traffic. Additionally the existing parking around the courthouse area, including the Police Station has no set time limits and there are no restrictions on parking on the road verge in front of the Kununurra Country Club.

STATUTORY IMPLICATIONS

The Parking responsibilities are a statutory concern for the Shire under the *Parking and Parking Facilities Local Law 2003* and the *Local Government Act 1995*.

POLICY IMPLICATIONS

There are no policy implications applicable in the preparation of this report.

FINANCIAL IMPLICATIONS

Any changes to line marking, signage etc. will be charged to the Shire's Urban Road Maintenance budget.

COMMUNITY CONSULTATION

It is recommended to undertake community awareness of any proposed parking restrictions to be implemented via:

- Issuing of media releases;
- Radio interviews;
- Shire of Wyndham East Kimberley (SWEK) News; and
- The Shire website and Facebook page.

COMMENT

The area around the new Courthouse has very limited parking available. Currently there is 50 metres of parallel parking available on the south side of Coolibah Street and 30 metres parallel parking available on the north side.

It is proposed that these areas should be line marked and divided into parallel parking bays on both the south and north sides.

There currently is no public Disabled parking in this location. It is proposed to request the Architects for the courthouse to convert one of the newly constructed car parking bays (entrance off Konkerberry Drive) as a Disabled car parking bay.

It is recommended the Shire implement a 30 minute time restriction on the bays on the south side to allow for short term parking for the Police Station and Courthouse customers. The bays on the north side would be restricted to a two (2) hour time limit to allow for extended court visitation.

It is also recommended that the Shire consider installation of “*unbroken yellow, no stopping lines*” on Coolibah Drive between Chestnut Drive and Ron Hodnett Drive to ensure vehicles do not stop or park on the side of the roadway as this is a road safety issue given the amount of traffic and the width of the roadway. The proposed line marking will also be installed on both sides of Messmate Way between Coolibah Drive and the roundabout at Konkerberry Drive.

ATTACHMENTS

Attachment 1 – Coolibah Drive Courthouse and Police Station Proposed parking layout plan

VOTING REQUIREMENT

Simple Majority

OFFICER’S RECOMMENDATION

That Council:

1. Installs “unbroken yellow, no stopping lines” on Coolibah Drive, both sides, from Chestnut Drive and Ron Hodnett Drive and Messmate Way between Coolibah Drive and the roundabout at Konkerberry Drive;
2. Amends the current parking area outside the Police Station / Courthouse on the south side of Coolibah Drive to be divided into an appropriate number of 30 minute parking bays;
3. Amends the current parking area on the north side of Coolibah Drive to be divided into an appropriate number of 2 hour parking bays;
4. Requests the Architects for the courthouse to convert one of the newly constructed car parking bays (entrance off Konkerberry Drive) as a disabled car parking bay.

COUNCIL DECISION

Minute No. 10389

Moved: Cr K Wright

Seconded: Cr R Dessert

That Council:

- 1. Installs “unbroken yellow, no stopping lines” on Coolibah Drive, both sides, from Chestnut Drive and Ron Hodnett Drive and Messmate Way between Coolibah Drive and the roundabout at Konkerberry Drive;**
- 2. Amends the current parking area outside the Police Station / Courthouse on the south side of Coolibah Drive to be divided into an appropriate number of 30 minute parking bays;**
- 3. Amends the current parking area on the north side of Coolibah Drive to be divided into an appropriate number of 2 hour parking bays;**
- 4. Requests the Architects for the courthouse to convert one of the newly constructed car parking bays (entrance off Konkerberry Drive) as a disabled car parking bay.**

Carried Unanimously 9/0



2 Hour Parking

15min Parking

13.4 COMMUNITY DEVELOPMENT

13.4.1 Annual Community Grant Policy Review

DATE:	29 April 2014
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	N/A
AUTHOR:	Wayne Richards, Acting Director Community Development
REPORTING OFFICER:	Wayne Richards, Acting Director Community Development
FILE NO:	CR.22.1

PURPOSE

For Council to endorse the reviewed Annual Community Grants Policy CP/COM-3582 Annual Community Grants Scheme

BACKGROUND

The Shire's Community Grants program is a mechanism put in place to provide financial support for local, not for profit, community, sporting, cultural and environmental service groups and associations.

This process allows the Shire to provide financial assistance in a manner that fosters high quality programs, community events, facilities and services that provide benefit to the Shire of Wyndham East Kimberley in a fair and equitable manner.

The policy governing the Annual Community Grants program, Policy CP/COM-3582 Annual Community Grants Scheme, was due for review on 28 February 2014. This policy has been reviewed with the draft amended CP/COM-3582 Annual Community Grants Scheme presented at the 8 April Briefing Session.

STATUTORY IMPLICATIONS

There are no statutory implications associated with this report.

POLICY IMPLICATIONS

The endorsed policy will have a review date of 29 April 2015.

FINANCIAL IMPLICATIONS

There are no financial implications associated with this item.

STRATEGIC IMPLICATIONS

This report aligns with the Shire's Strategic Community Plan Objective:

- 3.1 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

Key amendments to CP/COM-3582 Annual Community Grants Scheme include:

- Removing the need for a second grant round if all budget allocation is expended in the first round.
- Amendments of details such as Shire staff and the 10 year Strategic Community Plan

ATTACHMENTS

Attachment 1 – Draft CP/COM-3582 Annual Community Grants Scheme

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council adopts the Reviewed Policy CP/COM-3582 Annual Community Grants Scheme as per the attached draft.

COUNCIL DECISION

Minute No. 10390

Moved: Cr K Wright

Seconded: Cr B Robinson

That Council adopts the Reviewed Policy CP/COM-3582 Annual Community Grants Scheme as per the attached draft.

Carried Unanimously 9/0



Draft Council Policy Number: CP/COM-3582 **Annual Community Grants Scheme**

OBJECTIVE:

The objective of the Annual Community Grants Scheme is to provide consistent, equitable and accessible funding opportunities for local community based organisations for the purposes of community development activities, events and projects.

POLICY:

Scope & Limitations

Each year the Shire will invite submissions from the community. These funds are non-recurrent and applications will be received in two rounds with submission closing dates of 30 May and 30 September each year. If not all budgeted allocation is spent through this process an additional funding round will be arranged with a closing date of 30 September

Background

The purpose of this funding is to offer ~~not for profit~~ **not-for-profit** community, sporting, cultural, environmental, service groups and association's financial assistance to foster high quality programs, community events, facilities and services that provide benefit to the community of the Shire of Wyndham East Kimberley.

Guiding Statement

Administration and resourcing

- Council shall make an allocation for Annual Community Grants within each annual budget. This funding pool is increased in line with the adopted rate increase each subsequent year.
- The distribution of the funds shall be via an application process. The process shall involve the following:
 - Annual Community Grants will be promoted through direct distribution to community organisations annually, promotion in the local newspaper and other media and communication mediums. Application forms and guidelines will be available from the Shire Offices and on the Shire's website.
 - Annual Community Grants shall be assessed on the following criteria:
 - Demonstrated need for funding.
 - Benefits to the community, including community development outcomes.
 - Demonstrated partnerships and ability to source additional funds and/or partnerships.
 - Demonstrated community support for the organisation and the project or activities planned.
 - The organisation's demonstrated ability or capacity to achieve measurable outcomes for the community.
 - Demonstration of links to Council's Strategic Direction and Objectives.
 - The Annual Community Grants will be decided by Council decision based on recommendations from the Grants Assessment Panel
 - The Grants Assessment Panel will consist of:

- A minimum of 2 Councillors
- [Director Community Development or](#) Manager Community and Youth
- Projects, activities and events should be in keeping with Council's Strategic Direction and Objectives as noted in Council's Strategic [PlanCommunity Plan](#).
- All recommendations of the Grants Assessment Panel will be presented to Council for consideration at the next available Ordinary Council Meeting.
- All organisations receiving community grants will be required to expend and acquit the funds within 12 months of the grant being approved at an Ordinary Council Meeting.

Limitations

- Community organisations or events where the primary purpose is to promote political beliefs.
- Community organisations or events where the primary purpose is to promote religious beliefs or where people are excluded on religious grounds.
- Individuals (or sponsorship of cash prizes for individuals or teams).
- Activities or events that are the core responsibility of a state or federal government department, though contribution to components that expand on the core responsibilities may be considered.
- Projects that have already been completed or are currently in progress.
- Funds not to be used for trophies, prizes, insurance or operational expenses (including loan repayments) incurred in the conduct of community activities.
- Applicants must seek other funding where available.
- Applications must be submitted on Council's prescribed forms.
- Council employees, equipment or facilities may be used in lieu of cash distribution and costed against the relevant ledger folio.
- All works are to be completed to the satisfaction of Council.
- Organisations will be limited to one successful application for funds per financial year.
- Council does not intend the Grants to be utilised for monetary profit, but that they help ~~not for profit~~ not-for-profit groups to achieve their objectives and provide benefits to the community.
- Applicants must provide evidence of their own contribution (financial and in-kind) as well as contributions from other sources towards the project.
- Applicants seeking capital/building funding for a project need to ensure that the project relates to crown reserve or land owned or vested in the Shire of Wyndham East Kimberley (or at Council's discretion).

Outcomes

Local community based organisations will be provided with consistent, equitable and accessible funding opportunities to support community development activities, events and projects.

GOVERNANCE REFERENCES

Statutory Compliance	Local Government Act 1995 Section 6.2
Industry Compliance	
Organisational Compliance	
Process Links	Annual Community Grants Scheme Work Instruction Annual Community Grants Application forms, Acquittal forms and guidelines

POLICY ADMINISTRATION

Directorate		Officer Title		Contact:	
Community Development		Manager Community and Youth		Ext: 152	
Date Effective	17 June 2008	CEO Approved			
Date Adopted	17 June 2008	Last Reviewed	28/02/2013		
Risk Rating	Low	Review Cycle	Annual	Next Due	28/02/2014
Organisational Compliance					
Process Links	Annual Community Grants Scheme Work Instruction Annual Community Grants Application forms, Acquittal forms and guidelines				

**13.4.2 Development Application for a Change of Use – Motor Vehicle
Repair at Lot 317 Laine Jones Drive, Kununurra**

DATE:	29 April 2014
PROPONENT:	William Coole
LOCATION:	Lot 317 Laine Jones Drive, Kununurra
AUTHOR:	Jennifer Ninnette, Senior Planning Officers
REPORTING OFFICER:	Wayne Richards, Acting Director Community Development
FILE NO:	A5833P

PURPOSE

For Council to consider a development application for a Change of Use - Motor Vehicle Repair at Lot 317 Laine Jones Drive, Kununurra.

BACKGROUND

An application for planning approval was lodged on 4 March 2014 by Brian Measey for an existing car rental depot to be used for private Motor Vehicle Repair at Lot 317 Laine Jones Drive, Kununurra.

The property is located at the East Kimberley Regional Airport on the southern side of Laine Jones Drive and has an area of 2693m². The land is zoned Special Site - Airport under *Town Planning Scheme No.7 – Kununurra and Environs (TPS 7)*.

The property has already been developed as a car rental depot (Thrifty) with one large shed that includes reception, offices, and workshop, two covered car detailing and wash down bays and hardstand areas.

Proposal

The car rental agent proposes to continue to use the site predominantly as a car rental depot, however also wishes to undertake mechanical work on private vehicles to help supplement the business.

The only development proposed is for the placement of a sea container that is already on site and used to store tyres, and two additional signs (each 1.5m x 1m) to be attached the wall of the building.

The agent has advised that in order to retain the container and comply with the Shire's sea container policy, it is proposed for the container to be painted the same colour as the main building.

Plans and an email covering letter for the proposed development are provided in the Attachment.

An application for a building permit for the sea container and sign licence will be required.

STATUTORY IMPLICATIONS

The land at Lot 317 is zoned Special Site - Airport under TPS 7.

The objective of the Special Site zone is to reflect those sites specifically established for a particular use. Land within the Special Site Zone may be used for the purposes specified on the Scheme Map and the schedule in Appendix No. 2 as applicable to that site and for no other purpose except for a use that Council deems is incidental to the predominant use. Under Appendix No. 2 of *TPS7*, Special Site uses are prescribed under the following provision:

Other uses may be permitted by Council provided that they are incidental to the predominant use of the land and/or deemed to be dependent on the function of the Airport.

Appendix 2 of TPS 7 identifies the use of this Special Site as Airport, however states that other uses may be permitted by Council provided that they are incidental to the predominant use of the land and/or deemed to be dependent on the function of the Airport.

The proposed use would be Motor Vehicle Repair which is defined in TPS 7 as below:

Motor Vehicle Repair Station means land and buildings used for or in connection with the electrical and mechanical repairs and overhauls to motor vehicles. The term includes repairs to tyres, panel beating, spray painting and chassis reshaping.

The proposed use is listed in Table 1 – Zoning Table however, the application is required to be determined by Council on the basis that the land is within a Special Site Zone.

POLICY IMPLICATIONS

Local Planning Policy No. 5 – Sea (Shipping) Containers

Under *Local Planning Policy No. 5 – Sea (Shipping) Containers (LPS5)*, a sea container is considered development and requires a planning approval. This policy has been developed to ensure an acceptable quality of development is achieved that does not detrimentally affect the amenity and streetscape of a locality. Under section 2.2 (b) of *LPS5*, sea containers are to be placed in the rear of the yard and painted in a colour that compliments the existing development on the lot and/or is appropriately screened from the street. Sea containers within the airport precinct is only supported where they are located within an existing shed or hanger building, other than as prescribed in section 2.2 (b) of *LPS5*.

FINANCIAL IMPLICATIONS

The application fee of \$295 has been paid.

STRATEGIC IMPLICATIONS

East Kimberley Regional Airport (EKRA) Master Plan

The EKRA Master Plan identifies the subject site as part of Precinct 2: Aviation Related Commercial Precinct without Airside Access. This document states that due to the location and nature of the land in this area, it is not possible to provide airside access, however, that a variety of business types exist that have an aviation connection and will benefit from a location at the airport. These businesses will either support the aeronautical activities at the

airport, support the aviation-related businesses that own, operate or deal with aircraft or gain some benefit from the proximity to the air services from the airport.

COMMUNITY CONSULTATION

There is no community consultation required in relation to this item.

COMMENT

The land has been developed and is currently utilised as a car rental depot, which includes washing and detailing of, and mechanical repairs and maintenance to Thrifty's rental car fleet.

The change of use application proposes to also allow the mechanical repair of private vehicles in addition to Thrifty's rental car fleet.

The agent for Thrifty is a licenced repairer and has stated that, in order to keep the repair of private vehicles as an incidental use, a maximum of 10 private vehicles will be allowed on the premises at any one time.

As the land has been set aside as Special Site – Airport, Council's discretion is required to consider and permit other uses provided that they are incidental to the predominant use of the land and/or deemed to be dependent on the function of the Airport. It will be difficult for Shire Officers to monitor the ongoing impacts of the proposed private mechanical activities to ensure that they are incidental to the predominant use of motor vehicle hire.

It is acknowledged that the proposed use is not intended to change the appearance of the existing operations, other than the additional signage proposed, and that the existing use (rental car depot) has previously been approved as a business that benefits from its proximity to the airport.

ATTACHMENTS

Attachment 1 – Submission and Plans

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council refuses the planning application for Private Motor Vehicle Repairs at Lot 317 Laine Jones Drive, Kununurra as the use does not comply with the objectives under Town Planning Scheme No. 7 – Kununurra and Environs for airport related uses within Special Site – Airport as it is not deemed to be dependent on the function of the airport.

COUNCIL DECISION

Minute No. 10391

Moved: Cr K Wright

Seconded: Cr B Robinson

That Council refuses the planning application for Private Motor Vehicle Repairs at Lot 317 Laine Jones Drive, Kununurra as the use does not comply with the objectives under Town Planning Scheme No. 7 – Kununurra and Environs for airport related uses within Special Site – Airport as it is not deemed to be dependent on the function of the airport.

Carried 6/3

**For: Cr K Wright, Cr B Robinson, Cr G Taylor, Cr G King, Cr D Learbuch, Cr R Dessert
Against: Cr J Moulden, Cr S Cooke, Cr D Spackman**

Jennifer Ninyette

From: Will Coole <wcoolecontracting@gmail.com>
Sent: Friday, 28 March 2014 3:11 PM
To: Jennifer Ninyette
Subject: Shire Approval
Attachments: Workshop permission.docx; Thrifty Shed Plans 001.jpg

Hi Jennifer

I have written a letter in regards to the use of the facilities as a private workshop.

I would like to seek approval to hang two signs (one displaying "W.Coole Mechanical", the other displaying "Mechanical Workshop, Automotive Electrician") on the front of the building, being roughly 1.5m wide and 1m tall.

In regards to making the sea container meet the requirements of the shire's sea container policy we will look at painting the container the same colour as the main shed.

I have also attached a copy of the shire plans showing where vehicles will be parked and how the bays in the shed are laid out.

Let me know if there is anything else you need.

Kind regards

Will Coole

--

***W.Coole Contracting
Thrifty Car Rental Agent Kununurra
Mobile Heavy Diesel, Automotive Mechanical Repair
317 Laine Jones Drive Kununurra WA
0429336824***

W.Coole Contracting

William Coole

PO Box 302

Kununurra WA 6743

0429336824

wcoolecontracting@gmail.com



William Coole
Genuine Service, Fair Price

0429 336 824
wcoolecontracting@gmail.com

To The Shire of Wyndham- East Kimberley,

I am looking to use the premises at 317 Laine Jones Drive, Kununurra Airport to complete private mechanical works to help support my business. I am currently the agent for Thrifty Car Rental and provide mechanical services for their vehicles. I am a licenced repairer (Licence no: MRB5266) and a qualified heavy diesel mechanic.

During the wet season months, Thrifty rental sales can drop by up to 90% making it very difficult to continue employing staff over the quiet months. Thrifty mechanical work also drops considerably due to the lack of vehicles working. This in turn makes it difficult to retain mechanical staff.

Training admin staff to use our Thrifty computer program can take up to 2 months so being able to retain staff over the wet season by using them as admin for private mechanical works would be very beneficial.

A maximum of 10 private vehicles would be allowed on the premises at any one time and existing parking spaces can be used for private vehicles. Traffic will travel one way around the premises to prevent damage as per Shire plans. We also encourage customers to park their vehicles in the front of the office where we then move the vehicles into the appropriate parking space. This further prevents any damage occurring.

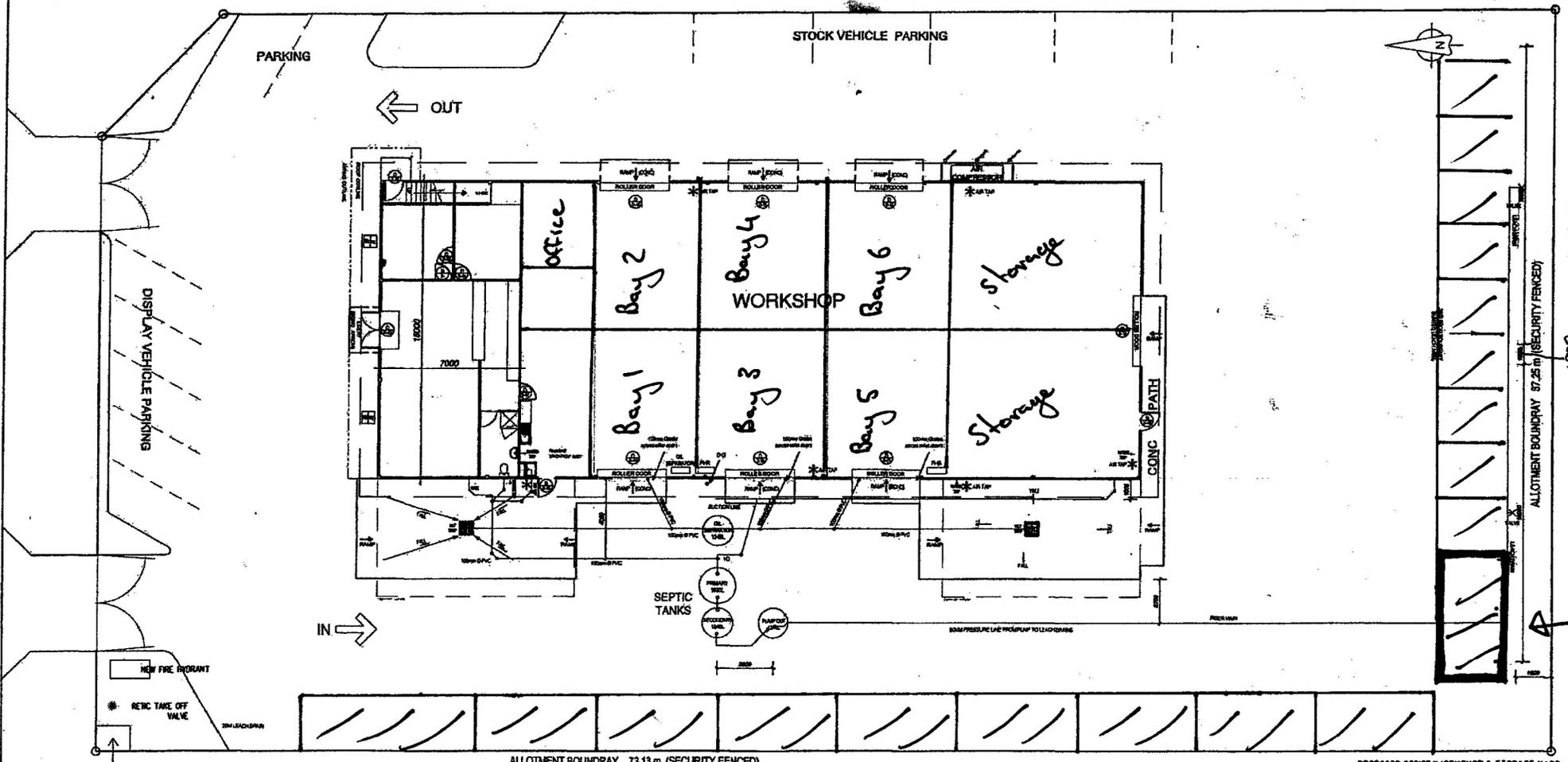
Our workshop has been built to accommodate the needs of a mechanical work-shop (Oil separator system, hoist and wash bays with suitable drainage) as per Shire plans.

I am aware that the Shire wishes to maintain a professional image, particularly within their Airport zoned area so all private vehicles would be parked in allocated places as per plan allocations and all waste would be disposed of correctly to maintain the image of the business.

Thankyou for your consideration,

William Coole

1 3000 2 3500 3 4000 4 4500 5 5000 6 5500 7 6000 8 6500 9 7000 10 7500 11 8000 12 8500 13 9000 14 9500 15
SETOUT



1800 amended 1/11/11
ALLOTMENT BOUNDARY 97.25 m (SECURITY FENCED)

Sea containers.

ALLOTMENT BOUNDARY 73.13 m (SECURITY FENCED)

Vehicle Parking

PROPOSED OFFICE/WORKSHOP & STORAGE YARD
THRIFTY CAR RENTAL

HYDRAULIC PLAN

DESIGN	DRP	REVISION	
DRAWN	CS	APPROVED	
SCALE	1:500	DATE	OCT 2011
DATE	OCT 2011	REVISION	
A-04		0	

HYDRAULIC SERVICES PLAN

13.4.3 Development Application for Extension to Caretakers Dwelling at Lot 302 Poincettia Way, Kununurra

DATE:	29 April 2014
PROPONENT:	Franmor Constructions
LOCATION:	Lot 302 Poincettia Way, Kununurra
AUTHOR:	Elle Davidson, Planning Officer
REPORTING OFFICER:	Wayne Richards, Acting Director Community Development
FILE NO:	A6025P

PURPOSE

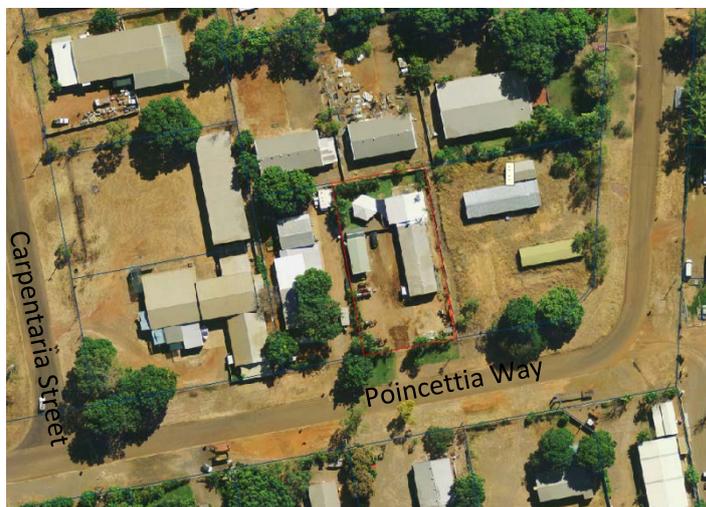
For Council to consider a development application for Extension to Caretakers Dwelling at Lot 302 Poincettia Way, Kununurra.

BACKGROUND

An application for planning approval was lodged on 4 February 2014 by Troy Potter for the Extension to Caretakers Dwelling at Lot 302 Poincettia Way, Kununurra.

The property is located in the Weaber Plain Road Light Industrial Area and has an area of 1,920m². The land is zoned Light Industrial under *Town Planning Scheme No. 7 – Kununurra and Environs (TPS 7)*.

The property contains an existing light industrial workshop, used for the operation of the business Kimberley Excavations, a carport, pergola and an existing caretakers dwelling.



Site Location

Proposal

The applicant proposes to extend the existing caretakers dwelling, which currently has a floor area of 86m² to include an ensuite, walk-in wardrobe and a third bedroom. The proposed total resultant floor area will measure 117m². An existing slab of concrete is located in the area proposed for the extension and the existing building setback on the eastern side will be retained with a 4.4m setback proposed from the northern boundary.

STATUTORY IMPLICATIONS

Town Planning Scheme No. 7 – Kununurra and Environs (TPS7)

The land at Lot 302 Poincettia Way is zoned Light Industry under TPS7. The objectives of this zone are:

- a) *To provide for areas for the establishment of light industrial pursuits such as small scale manufacturing, service industry pursuits, prefabrication and vehicle repairs and storage;*
- b) *To ensure that residential uses are not established in the area unless the residential use is a caretakers dwelling associated with an established industrial use, and that the Council is satisfied that the proposed residential use will not compromise existing industrial activity both on the site and any adjoining site and that it is contained on land zoned Light Industry zone at the date of the gazettal of Town Planning Scheme No. 7.*

Section 5.13.2 of TPS7 outlines the following requirements for caretakers dwellings within the Light Industry zone.

- a) *A caretakers dwelling is not to be developed and/or occupied on a lot unless that lot has been developed and is being used in accordance with the Scheme;*
- b) *Only one caretakers dwelling is permitted on a lot or parent lot of a strata or a survey strata lot created under the Strata Titles Act 1985;*
- c) *A caravan or park home is not to be permitted as a caretakers dwelling for either permanent or temporary occupation;*
- d) *A caretakers dwelling is to be screened and/or fenced from the street frontage of the lot to the satisfaction of the local government and whatever possible is to be sited at the rear of other buildings on the lot;*
- e) *A caretakers dwelling is to contain 3 bedrooms only within a total floor area that does not exceed 110m² measured from the internal face of walls;*
- f) *Open verandahs may be permitted but must not be enclosed by any means unless the total floor area remains within the 100m² referred to in paragraph (e).*

It is noted that TPS7 contains an inaccuracy, where it allows for 110m² floor area instead of 100m² floor area, which is to be amended as part of the current revision of the Local Planning Scheme.

Clause 11.3 of TPS7 provides guidance with respect to determining applications – principally with regard to orderly and proper planning and the preservation of the amenities of the locality.

Clause 5.5.1, if a development is the subject of an application for planning approval and does not comply with a standard or requirement prescribed under the Scheme, the Council may, despite the non-compliance, approve the application unconditionally or subject to conditions as Council thinks fit. For the application to be considered under section 5.5.1 of TPS7, the application is to be advertised to adjoining properties that Council consider may be affected by the proposed variation to development standards. Any matters raised by submissions are to be duly regarded prior to a decision being made by Council.

Council is only to be exercised under section 5.5.3 if the Council is satisfied that:

- a) *Approval of the proposed development would be consistent with the orderly and proper planning of the locality and preservation of the amenities of the locality; and*

- b) *The non-compliance will not have an adverse effect upon the occupiers or users of the development, the inhabitants of the locality or the likely future development of the locality;*
- c) *The spirit and purpose of the requirement or standard will not be unreasonably departed from thereby.*

The proposed use is a Permissible Use; however the resultant floor area does not comply with the provisions of *TPS7* and therefore is a proposal that requires Council's discretion.

POLICY IMPLICATIONS

Local Planning Policy no. 6 – Caretakers Dwelling in Light Industrial Areas (LPP6)

The objectives of this policy are:

- *To reiterate, clarify and to some degree relax the development standards applied to the establishment of a Caretakers Dwelling in industrial zones as prescribed under *TPS7* and *TPS6*;*
- *To ensure that residential living through the use of caretakers dwellings does not impose constraints on lawful use of land for industrial purposes nor compromise the integrity of industrial areas;*
- *To acknowledge that caretakers dwellings at times are needed for financial and security purposes, whilst equally recognising that the physical environment in industrial areas is potentially unsafe and unattractive for residents;*
- *To provide for caretakers dwellings in industrial areas subject to appropriate planning controls.*

Under section 3.2 of *LPP6* a caretakers dwelling is required to be incidental to the predominant industrial use of the site. The total floor area of a caretakers dwelling is limited to 100m² with a maximum of three bedrooms under section 3.8 of *LPP6*. It is also preferred that the dwelling is adequately screened from the street and sited at the rear of the property.

FINANCIAL IMPLICATIONS

The application fee of \$256 has been paid.

STRATEGIC IMPLICATIONS

Review of Local Planning Strategy

GHD have been engaged as the Shires consultants to review the existing *Local Planning Strategy (LPS)*. At this stage the draft *LPS* has not been adopted by the Council, therefore future zoning and development provisions for this area are yet to be finalised.

COMMUNITY CONSULTATION

Due to the minor change in floor plan of the caretakers dwelling and the application being simply an extension to an existing use it is deemed unnecessary to notify the adjoining properties of this application. Surrounding industrial operations will not be impacted by the proposal.

COMMENT

In some instances within the locality it is currently difficult to discern between the light industrial use and residential occupation of the sites. The property in question appears to be predominantly light industrial from the street as the existing warehouse used for Kimberley Excavations is located at the front of the site and there is a clear separation between the industrial and accommodation uses of the site at the rear. It is acknowledged that the proposed extension is located at the rear of the existing building footprint and therefore the proposal will not visually impact the property from the street.

For a variation to be considered, the applicant is required to demonstrate how the proposal complies with the objectives of the zone and address how the development responds to the impacts of the variation. The applicant has not submitted any such justification and therefore assessing the proposed variation on submitted information is challenging.

The proposal does not comply with the current provisions of *TPS7* and *LPP6*, of a maximum floor area of 100m² which is prescribed for caretaker's dwellings. The maximum floor area has been imposed to ensure that a caretakers dwelling remains incidental to the predominant light industrial use of the property. It is therefore recommended to refuse the application.

ATTACHMENTS

Attachment 1 – Proposed plan and submission

Attachment 2 – Site photos of Lot 302 Poincettia Way, Kununurra

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council refuses the planning application for an extension to a caretaker's residence at Lot 302 Poincettia Way, Kununurra, as the application does not comply with the maximum floor area prescribed in Town Planning Scheme No. 7 – Kununurra and Local Planning Policy No. 6 – Caretaker's Dwellings in Light Industrial Areas.

MOTION

Cr K Wright moved that Council approves the planning application for an extension to a caretaker's residence at Lot 302 Poincettia Way, Kununurra.

COUNCIL DECISION

Minute No. 10392

Moved: Cr K Wright

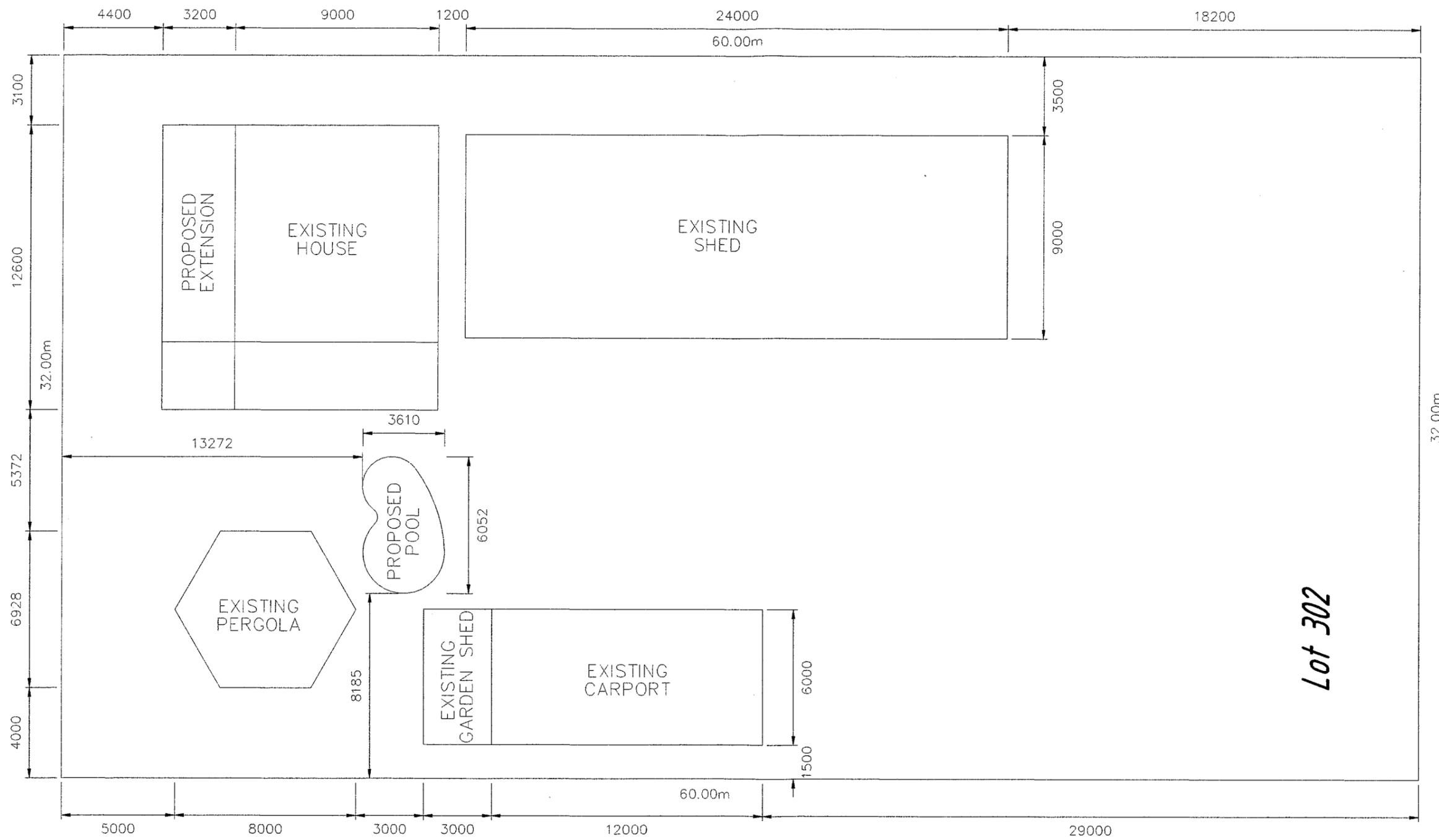
Seconded: Cr B Robinson

That Council approves the planning application for an extension to a caretaker's residence at Lot 302 Poincettia Way, Kununurra.

Carried 7/2

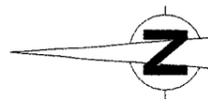
**For: Cr K Wright, Cr B Robinson, Cr J Moulden, Cr D Learbuch, Cr D Spackman,
Cr S Cooke, Cr G King**

Against: Cr R Dessert, Cr G Taylor

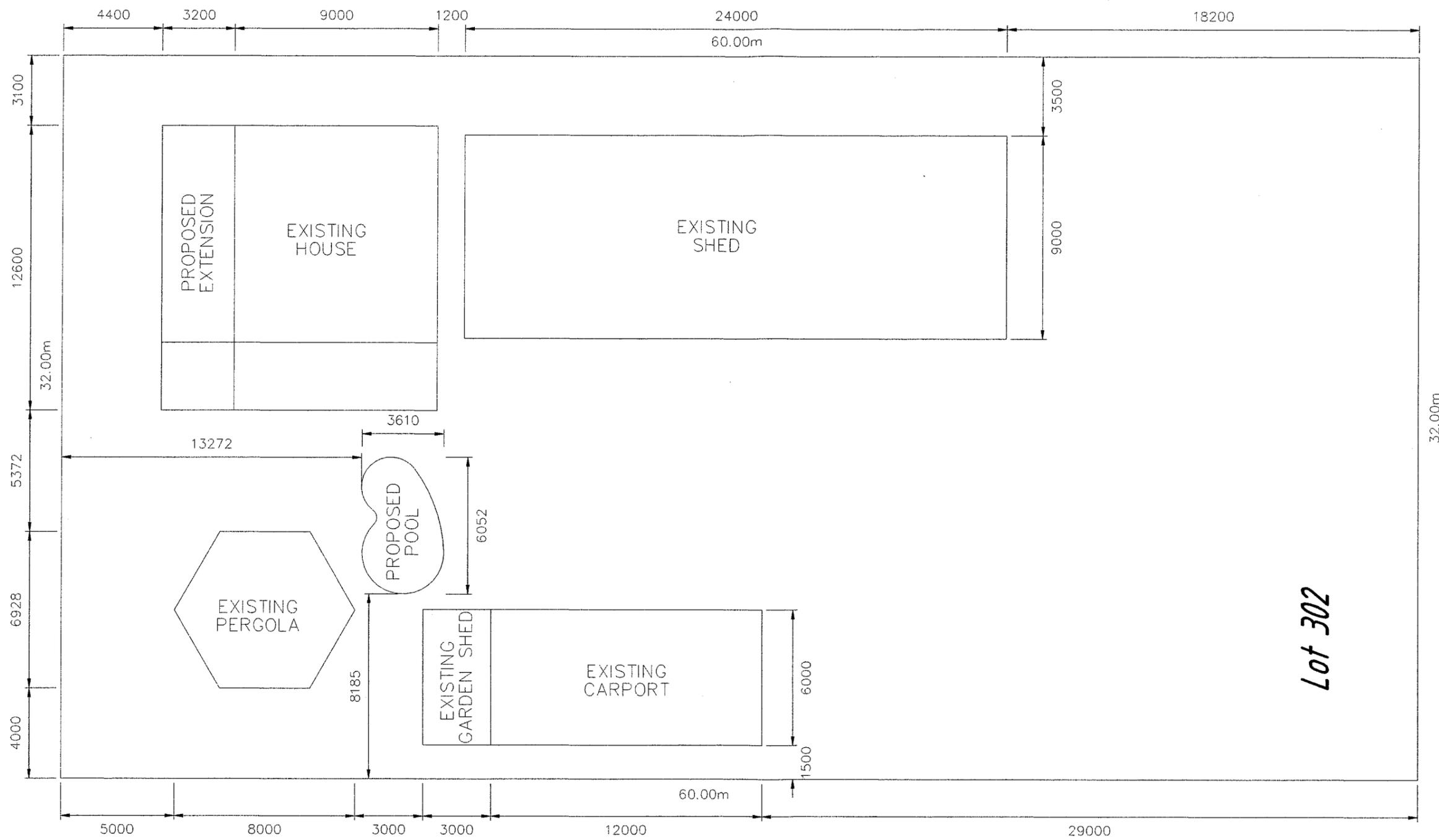


POINCETTIA WAY

Lot 302

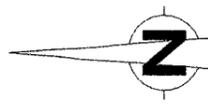


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scale 1:200			builder FRANMOR CONSTRUCTION	

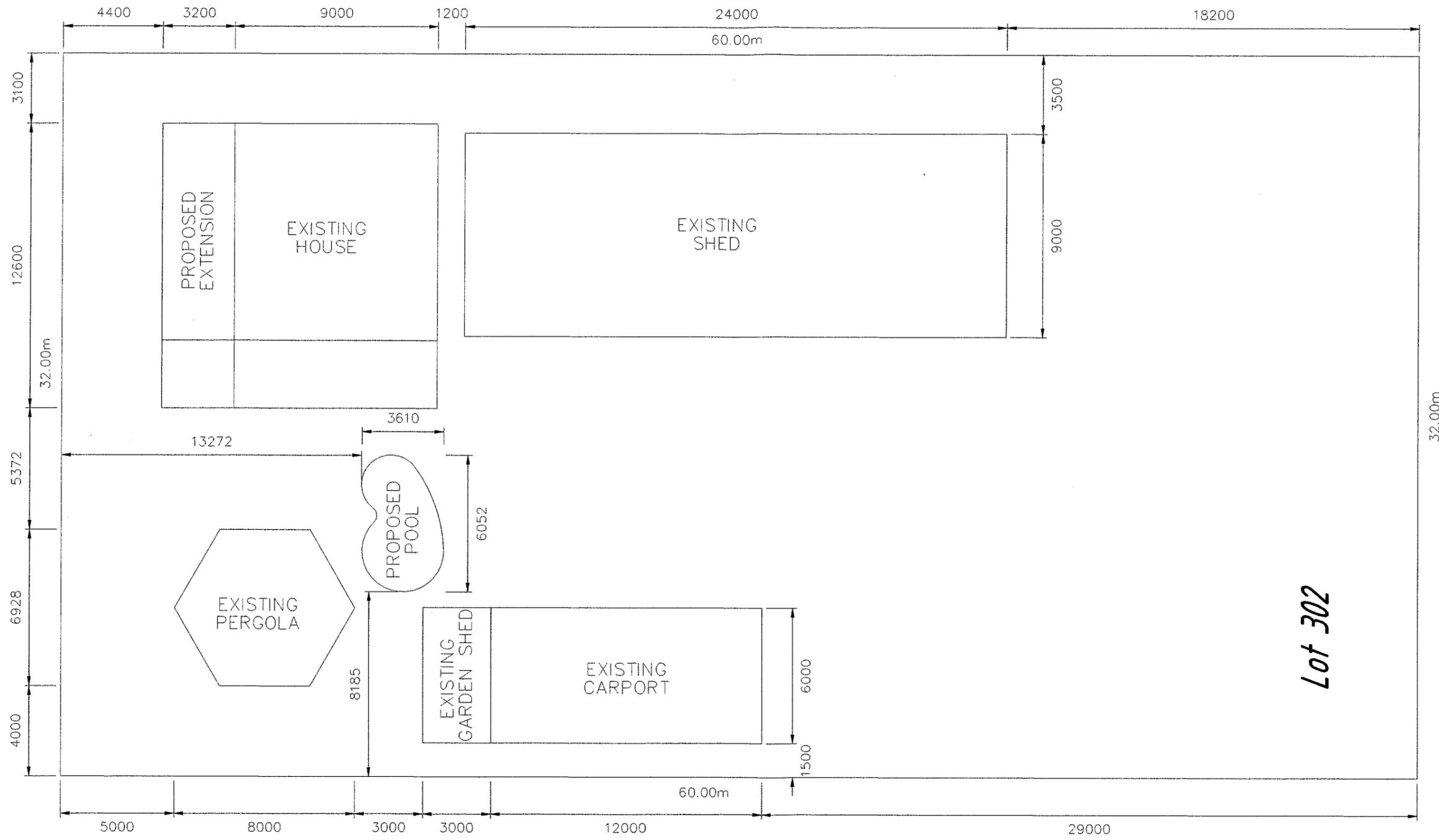


POINCETTIA WAY

Lot 302

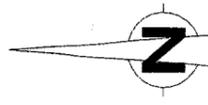


REV 0	title SITE PLAN 282-S01	project PROPOSED EXTENSION LOT 302 POINCETTIA WAY KUNUNURRA	client TROY	NICKAD DESIGN DRAFTING P.O. Box 2189 Kununurra WA 6743
scale 1:200		builder FRANMOR CONSTRUCTION		

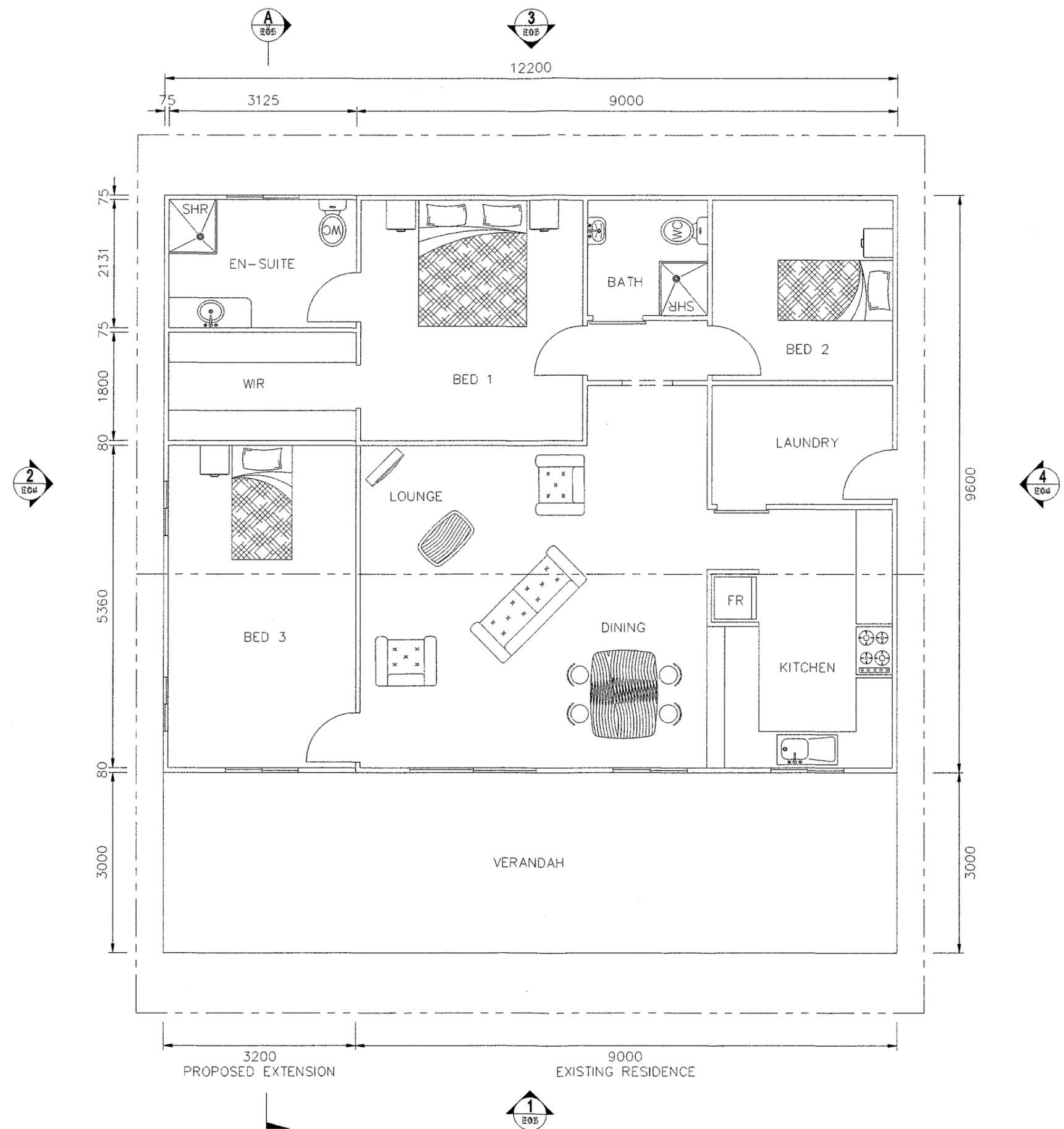


POINCETTIA WAY

Lot 302



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scale 1:200			builder FRANMOR CONSTRUCTION	



REV
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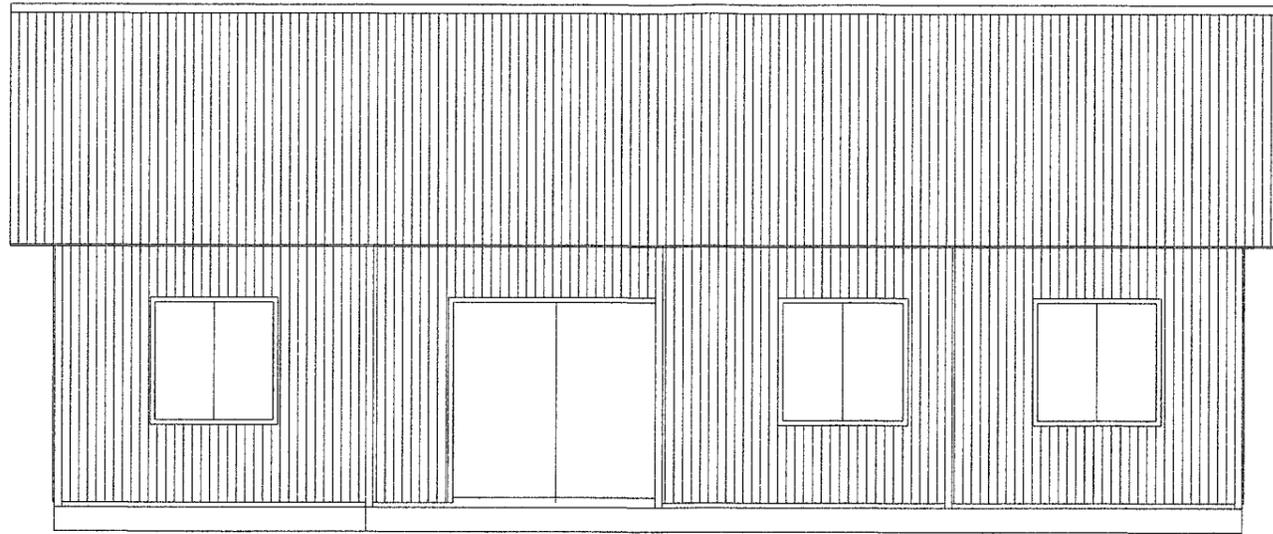
title
FLOOR PLAN
282-E02

project
PROPOSED EXTENSION
LOT 302 POINCETTIA WAY
KUNUNURRA

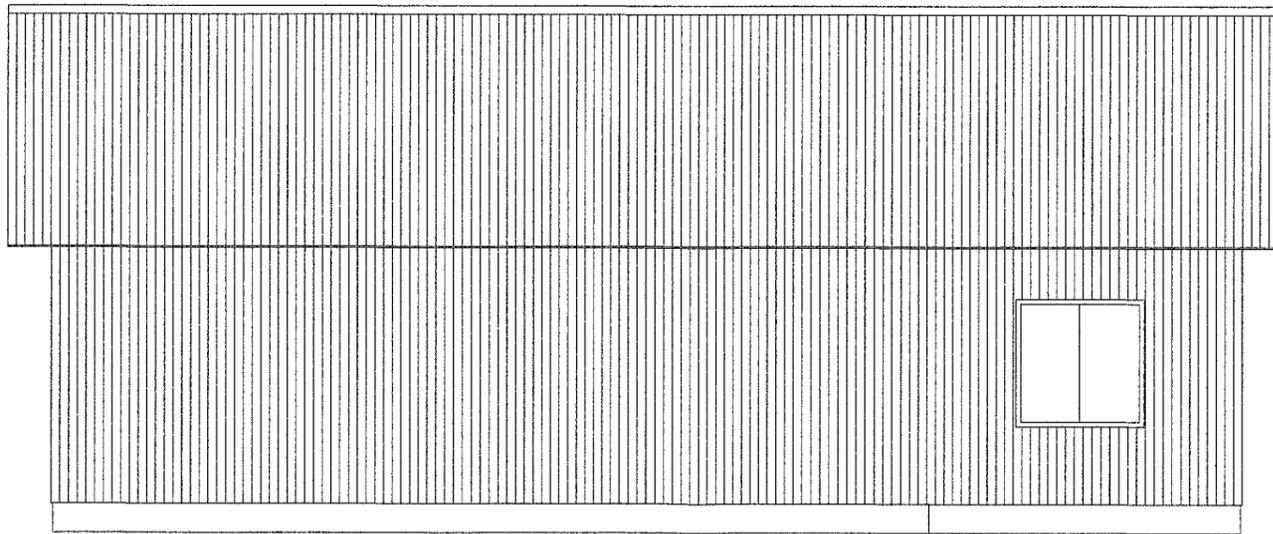
client
TROY
builder
FRANMOR CONSTRUCTION

NICKAD

DESIGN DRAFTING
P.O. Box 2189 Kununurra WA 6743



ELEVATION 1
E02



ELEVATION 3
E02

REV
0

title ELEVATIONS 1 & 3
scale 1:75 282-E03

project

PROPOSED EXTENSION
LOT 302 POINCETTIA WAY
KUNUNURRA

client

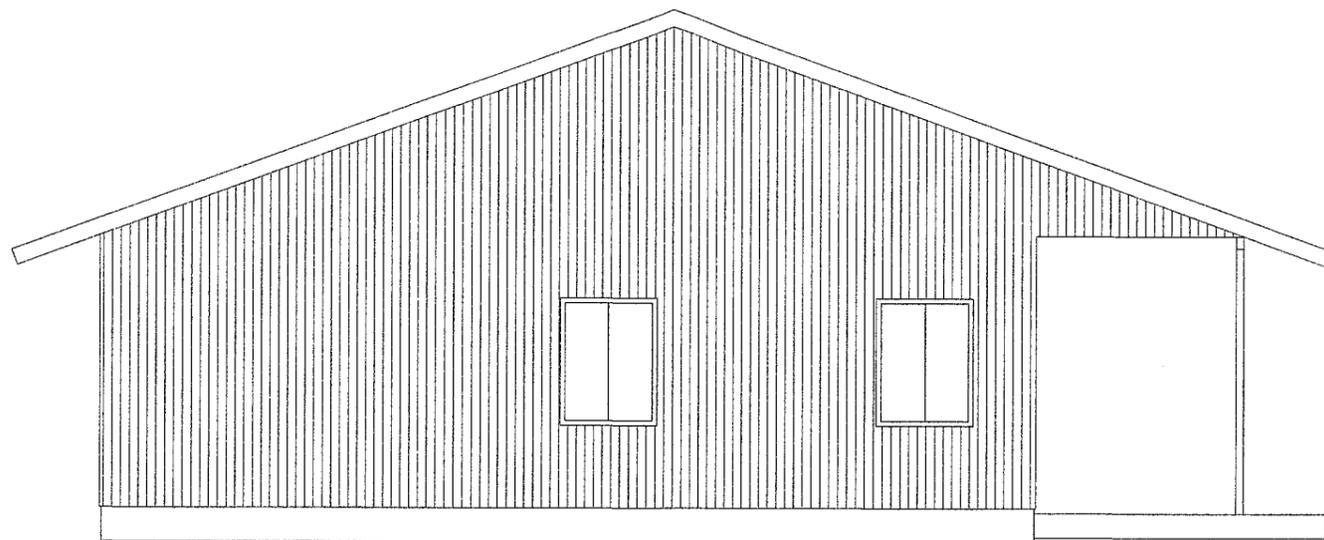
TROY

builder

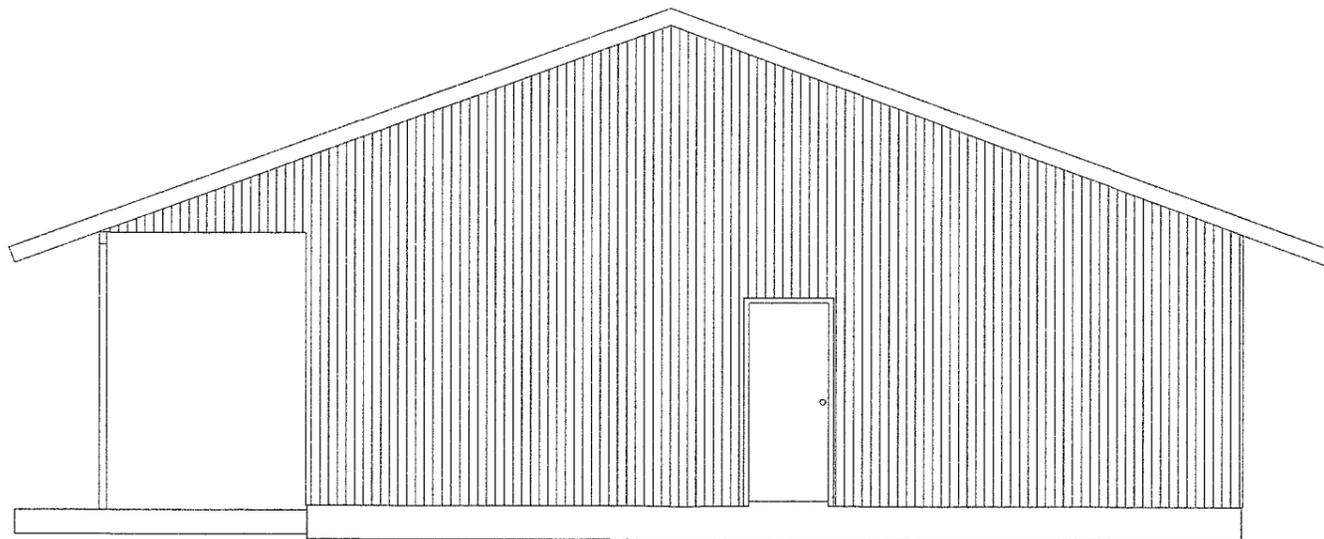
FRANMOR CONSTRUCTION

NICKAD

DESIGN DRAFTING
P.O. Box 2189 Kununurra WA 6743



ELEVATION 2
E02



ELEVATION 4
E02

REV

0

title ELEVATIONS 2 & 4

scale 1:75

282-E04

project

PROPOSED EXTENSION
LOT 302 POINCETTIA WAY
KUNUNURRA

client

TROY

builder

FRANMOR CONSTRUCTION

NICKAD

DESIGN DRAFTING
P.O. Box 2189 Kununurra WA 6743



3 Poincettia Way
KUNUNURRA WA 6743

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KUNUNURRA WA 6743

Ph/Fax: (08) 9168 3150
Email: kimex@bigpond.com
ABN: 92 132127 783

I- 22124
A 6025P

To The Councillors of The Shire of Wyndham East Kimberley

I Troy Potter of Kimberley Excavations Pty Ltd have appointed Leigh Pedler of Franmor Constructions to design, draft plans, obtain planning and engineering approvals to construct a small extension to my Caretakers residence in the LIA at 3 Poincettia way.

Currently the residence is 86 square meters consisting of 2 small bedrooms, a small bathroom and combined Dining Kitchen and Lounge. I wish to add an en'suite to the main bedroom and another bedroom to an existing concrete slab which has footings etc in place already.

The reason for the extension is that I want to start a family and my father will visit us two times a year and the extra room will allow us to have two children.

Over the last two years I have looked at rural properties which will support my business and my intended family but they are out of my price range and also a bit far out of town and some are not zoned for business purposes.

The proposal I am putting forward meets requirements of the shires planning scheme as far as set backs, roof area etc goes but I am requesting to have 115 square metres of living space which is 15 square metres over the allowed floor area. The reasons for the request are listed above but also because the concrete slab was already in place when I brought the in property 2008.

Additionally the proposal is for a swimming pool which my new family will be able to enjoy while growing up in Kununurra.

I am aware that this proposal is outside the guidelines and ask that you please consider my request so I can continue to provide the services I provide to our community and to grow my family.

Thank you for your consideration sincerely

Troy Potter

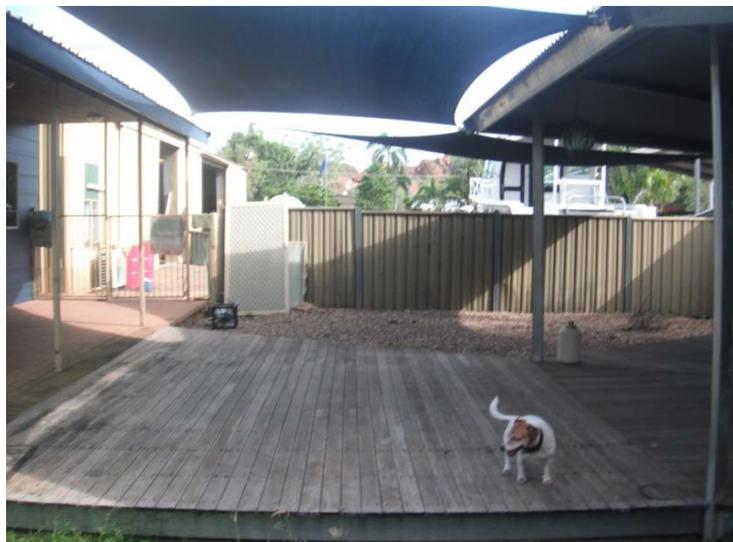
Site Photos of Lot 302 Poincettia Way, Kununurra



Existing Setback to be retained



Existing slab to be used for extension



Extension not visible from frontage
Clear separation between industry and caretakers

13.4.4 Development Application for Rural Industry at Lot 396 Moonamang Road, Kununurra

DATE:	29 April 2014
PROPONENT:	Kimberley Agricultural Investments Pty Ltd
LOCATION:	Lot 396 Moonamang Road, Kununurra
AUTHOR:	Jennifer Ninyette, Senior Planning Officer
REPORTING OFFICER:	Wayne Richards, Acting Director Community Development
FILE NO:	A7272P

PURPOSE

For Council to consider a development application for a Rural Industry at Lot 396 Moonamang Road, Kununurra.

BACKGROUND

An application for planning approval was lodged on 19 March 2014 by Kimberley Agricultural Investments Pty Ltd (KAI) for the development of a Machinery Workshop and Caretakers' Residence at Lot 396 Moonamang Road, Kununurra.

The property is located on the corner of Moonamang Road and Martins Gap Road, north east of the Weaber Plain Road intersection, and has an area of 287ha; however the site area for the proposed and existing development is approximately 6500m². A location plan is provided at Attachment 1.

The land has been reserved for the purpose of 'Raw Material Area' for which Department of Lands is the responsible agency, as it was identified under the Ord Final Agreement as a resource for raw materials to be used during construction of the Goomig farmlands.

An occupation licence for an area of approximately 6ha has been issued to KAI for a term of 4 years commencing from 5 July 2013 for a permitted use to *'enter upon and remain on and use the Licence Area, with such vehicles, machinery, plant or equipment as is reasonable necessary for the purpose of establishing and occupying a site office associated with the construction and operation of irrigation infrastructure'*. A copy of this Occupation Licence is provided as Attachment 2. The applicant has advised that it is their intent to purchase the land in the future, to remain as the main office and base for managing KAI's leased farmlands and associated equipment and machinery.

The licenced site is cleared has an existing office and fenced compound area which was previously used as the site office for the development of the Goomig farmlands. There are also a number of sea containers on site, some of which are intended to be retained for storage and to create shaded bays, and a self bunded fuel container.

The land is Scheme Reserve for the purpose of Conservation/Environmental Protection under *Town Planning Scheme No.7 – Kununurra and Environs (TPS 7)*.

Proposal

The applicant proposes to continue to use the existing office building as an office as well as establishing two large open sheds, and three smaller shaded areas, to be used as

machinery workshop, servicing and storage areas for farm machinery, and a caretaker's residence.

The two proposed sheds will cover a floor area of 491m², with one of these sheds to include an additional 6m wide lean to along one side. A parts store and offices with a floor area of approximately 34m² each, with stairs proposed to lead up to mezzanine storage area of the same size. The applicant has advised that the plans provided for the sheds are only preliminary at this stage, and will be the same size as indicated however the proposed office and storage areas may change. The sheds are to be constructed with steel frame with trimdek cladding, and will predominantly open sided structures.

The shade structures are proposed to use sea containers with shade cloth spanned between, and are intended to be used for wash down bays, minor servicing, and to park machinery awaiting more comprehensive servicing or repair. No plans have been provided in relation to these structures, with only a photograph being provided for illustration purposes at this stage.

The caretaker's dwelling has an area of 100m² and is proposed to be constructed with colorbond custom cladding, and with colorbond custom orb roof sheeting.

Plans and a covering letter for the proposed development are provided at Attachment 2.

The proposed development which will be subject to a building permit application and relevant health approvals.

STATUTORY IMPLICATIONS

The land at Lot 396 is reserved for Conservation/Environmental Protection under TPS 7. The objective of this reserve is to identify and protect those areas of conservation significance particularly within existing National Parks and other conservation reserves.

Clause 2.2.1 of TPS states that where an application for Planning Approval is made with respect to land within a Scheme Reserve, the Council shall have regard to the ultimate purposes intended for the Reserve and the Council shall, in the case of land reserved for the purposes of a Public Authority, confer with that Authority before granting its approval.

However, it is acknowledged that the land has been set aside for the purpose of raw materials areas and the proposed site is licenced for this proposed use under the *Land Administration Act 1997* by the Department of Lands.

The proposed use would be Rural Industry which is defined in TPS 7 as below:

Industry - Rural means

- a) an industry handling, treating, processing or packing rural products; or*
- b) a workshop servicing plant or equipment for rural purposes.*

The proposed use is listed in Table 1 – Zoning Table however, the application is required to be determined by Council on the basis that the land is within a Scheme Reserve area.

Given that this land is intended to be used as a servicing centre for the Goomig Farmlands, and is intended to be freehold for this purpose, it is recommended that the site is identified to be rezoned to Rural Industry as part of the Local Planning Strategy and Local Planning Scheme review processes.

POLICY IMPLICATIONS

No policy implications apply in the preparation of this report.

FINANCIAL IMPLICATIONS

The application fee of \$1280 has been paid.

STRATEGIC IMPLICATIONS

This project aligns to the Strategic Community Plan 2012-2022. In particular this project addresses the following strategies:

2.2.2 Support agricultural opportunities.

COMMUNITY CONSULTATION

Shire Officers have consulted with the Department of Lands (DoL) as the agency responsible for this site. DoL has confirmed that the applicant has applied for freehold title, however that this application will be subject to a formal investigation process. At this stage there has been no guarantee or option that an extension of the licence or any other tenure will be approved for the use of the site pas the term of the licence.

The DoL have also confirmed that consent was obtained from the native title holders for the issue of the occupation licence for the intended purpose.

COMMENT

The proposed use and development of this land is in accordance with the occupation licence issued to KAI to effectively use this site as an area to store vehicles, machinery, plant or equipment and site office associated with the construction and operation of irrigation infrastructure. The applicant proposes to purchase the land in the future and to retain the site for continued servicing and parking of farm machinery, and as the main office for the management of their leased farmlands.

Although the land is reserved under the Scheme for Conservation/Environmental Protection, it has also been reserved as a raw materials area, is already used as a site office associated with the development of the subdivision to create the Goomig farmlands and the proposed use and development is within an existing cleared area. It is noted that the proposed site is located at the base of the Pincombe Range, however is outside the area reserved as the Goomig Conservation Park which extends over the majority of this range.

The occupation licence granted to the applicant has only been issued for a term of 4 years, commencing as of 4 July 2013 with no guarantee of any extension. As such it is recommended that only a temporary approval be issued for the use of this land in line with the occupation licence and current use of the site, and subject to the site being remediated and revegetated once the approval and licence have lapsed.

ATTACHMENTS

Attachment 1 – Location Plan
Attachment 2 - Occupation Licence
Attachment 3 - Plans and Submission

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council grants planning consent for a Rural Industry at Lot 396 Moonamang Road, 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. Any change of use of any buildings, or portions thereof, will require further Shire approval.
3. New crossovers to the development must be constructed in accordance with the Shire's commercial crossover specifications.
4. This approval is valid only until 4 July 2017. Within 3 months of the expiry of this approval, if the applicant has been granted extended tenure to use the land, a new application is required to be submitted to Council.
5. The applicant shall, at their cost, remove all buildings from Lot 396 Moonamang Road, Kununurra, within one (1) month from the expiry of the planning approval, being before 4 August 2017.
6. Upon removal of all buildings the applicant/owner must, at their cost, remediate and revegetate the site to the satisfaction of the Shire.
7. The owner, at the applicant's cost, is to place a Section 70 Notification under the Transfer of Land Act 1893 on the Certificate of Title Volume 1848 Folio 256 within 90 days of this approval, stating that:
"This property has a conditional planning approval No. 23/14 valid only until 4 July 2017 for Rural Industry valid only until 4 July 2017 from the Shire of Wyndham East Kimberley".
The applicant is to provide a copy of the notification to the local government.
8. No site earthworks or development shall occur that will cause additional runoff of stormwater to adjacent properties. Stormwater runoff from the buildings and car parking area/s 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.

MOTION

Cr R Dessert moves that Council refuses the planning application for Rural Industry at Lot 396 Moonamang Road, Kununurra for the following reasons:

1. The proposal does not comply with the objectives of its reservation under Town Planning Scheme No. 7 – Kununurra and Environs for Conservation/Environmental Protection.
2. That Council direct Department of Lands to remove all buildings, improvements and equipment from the site and the land be remediated, revegetated and returned to its original state.

Lapsed/No Seconder

MOTION

Cr K Wright moves that Council refuse the planning application for Rural Industry at Lot 396 Moonamang Road, Kununurra for the following reason:

1. The proposal does not comply with the objectives of its reservation under Town Planning Scheme No. 7 – Kununurra and Environs for Conservation/Environmental Protection.

COUNCIL DECISION

Minute No. 10393

Moved: Cr K Wright

Seconded: Cr D Spackman

That Council refuse the planning application for Rural Industry at Lot 396 Moonamang Road, Kununurra for the following reason:

1. **The proposal does not comply with the objectives of its reservation under Town Planning Scheme No. 7 – Kununurra and Environs for Conservation/Environmental Protection.**

Lost 4/5

For: Cr K Wright, Cr D Spackman, Cr G King, Cr B Robinson,

Against: Cr R Dessert, Cr D Learbuch, Cr G Taylor, Cr S Cooke, Cr J Moulden

MOTION

Cr K Wright moves that Council grants planning consent for a Rural Industry at Lot 396 Moonamang Road, 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. Any change of use of any buildings, or portions thereof, will require further Shire approval.
3. New crossovers to the development must be constructed in accordance with the Shire's commercial crossover specifications.
4. This approval is valid only until 4 July 2017. Within 3 months of the expiry of this approval, if the applicant has been granted extended tenure to use the land, a new application is required to be submitted to Council.
5. The owner, at the applicant's cost, is to place a Section 70 Notification under the Transfer of Land Act 1893 on the Certificate of Title Volume 1848 Folio 256 within 90 days of this approval, stating that:
6. Should free hold title be granted, council will consider approval of buildings then on the site
"This property has a conditional planning approval No. 23/14 valid only until 4 July 2017 for Rural Industry valid only until 4 July 2017 from the Shire of Wyndham East Kimberley".

COUNCIL DECISION

Minute No. 10394

Cr K Wright moves that Council grants planning consent for a Rural Industry at Lot 396 Moonamang Road, 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. Any change of use of any buildings, or portions thereof, will require further Shire approval.**
- 3. New crossovers to the development must be constructed in accordance with the Shire's commercial crossover specifications.**
- 4. This approval is valid only until 4 July 2017. Within 3 months of the expiry of this approval, if the applicant has been granted extended tenure to use the land, a new application is required to be submitted to Council.**
- 5. The owner, at the applicant's cost, is to place a Section 70 Notification under the Transfer of Land Act 1893 on the Certificate of Title Volume 1848 Folio 256 within 90 days of this approval, stating that:**
- 6. Should free hold title be granted, council will consider approval of buildings then on the site
"This property has a conditional planning approval No. 23/14 valid only until 4 July 2017 for Rural Industry valid only until 4 July 2017 from the Shire of Wyndham East Kimberley".**

Moved: Cr K Wright

Seconded: Cr D Spackman

Lost 4/5

For: Cr K Wright, Cr D Spackman, Cr G King, Cr D Learbuch

Against: Cr J Moulden, Cr R Dessert, Cr B Robinson, Cr S Cooke, Cr G Taylor

MOTION

Cr R Dessert moves to carry Officer's Recommendation

COUNCIL DECISION

Minute No. 10395

Moved: Cr B Robinson

Seconded: Cr R Dessert

That Council grants planning consent for a Rural Industry at Lot 396 Moonamang Road, 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. Any change of use of any buildings, or portions thereof, will require further Shire approval.**
- 3. New crossovers to the development must be constructed in accordance with the Shire's commercial crossover specifications.**
- 4. This approval is valid only until 4 July 2017. Within 3 months of the expiry of this approval, if the applicant has been granted extended tenure to use the land, a new application is required to be submitted to Council.**
- 5. The applicant shall, at their cost, remove all buildings from Lot 396 Moonamang Road, Kununurra, within one (1) month from the expiry of the planning approval, being before 4 August 2017.**
- 6. Upon removal of all buildings the applicant/owner must, at their cost, remediate and revegetate the site to the satisfaction of the Shire.**
- 7. The owner, at the applicant's cost, is to place a Section 70 Notification under the Transfer of Land Act 1893 on the Certificate of Title Volume 1848 Folio 256 within 90 days of this approval, stating that:
"This property has a conditional planning approval No. 23/14 valid only until 4 July 2017 for Rural Industry valid only until 4 July 2017 from the Shire of Wyndham East Kimberley".
The applicant is to provide a copy of the notification to the local government.**
- 8. No site earthworks or development shall occur that will cause additional runoff of stormwater to adjacent properties. Stormwater runoff from the buildings and car parking area/s 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.**

Carried 5/4

**For: Cr R Dessert, Cr B Robinson, Cr J Moulden, Cr K Wright, Cr G King,
Against: Cr D Learbuch, Cr D Spackman, Cr S Cooke, Cr G Taylor**



The Shire of Wyndham East Kimberly 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.

Location 396 Moonamang Road,
Kununurra

Monday, 31 March 2014

1:6000





Regional and Metropolitan Services

Our ref: 51093-2007, Job # 131556
Enquiries: Cody Rampant
Ph: (08) 9168 0606 Fax: (08) 9168 0600
cody.rampant@lands.wa.gov.au

Director
Kimberley Agricultural Investment Pty Ltd
Plaza Level – Suite 20, 23
Plain Street
EAST PERTH WA 6004

Dear Sir/Madam

OCCUPATION LICENCE OFFER

Attached is your Occupation Licence 51093/2007_A3351576 (Original and Duplicate) for a period of 48 months commencing from 5 July 2013 onwards. Please note that the following fees and charges are to be paid 30 days from the date of this Licence – please refer to conditions 3 and 4.

(1)	Licence fees for 48 months	\$5000.00
(2)	10% GST on licence fees	\$ 500.00
(3)	Document preparation fees	<u>\$ 107.00</u>
	Total Payable	<u>\$5607.00</u>

Please arrange execution of both copies to confirm your acceptance of occupation Licence 51093-2007_A3351576 and return both copies to this office for execution on behalf of the Minister for Lands along with the total fees of \$5607.00. The executed Duplicate will then be returned to you for your records.

Payment can be made by direct credit payment into the Department of Lands' account:

Bank: Commonwealth Bank of Australia
BSB: 066 040
Account No: 1940 0159

Please contact this office quoting the above reference and job number should you require further information or if you wish to discuss this matter.

Yours sincerely


Cody Rampant
A/MANAGER
Kimberley

5 July 2013

DUPLICATE



**Government of Western Australia
Department of Lands**

Licence to Occupy Crown Land

**Section 91 of the
Land Administration Act 1997 (WA)**

Lic 51093/2007_A3351576

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Commonwealth means Commonwealth of Australia.

Contamination is the state of being contaminated as that term is defined in the CSA.

CSA means the *Contaminated Sites Act 2003*.

Date of Commencement means the date of commencement specified in item 2(b) of the Schedule.

Date of Expiry means the date of expiry specified in item 2(c) of the Schedule.

Department means the department principally assisting the Minister in the administration of the LAA.

Environment has the meaning given by section 3 of the *Environmental Protection Act 1986*.

Environmental Harm has the same meaning as that term is defined in the *Environmental Protection Act 1986*.

Environmental Law means all planning, environmental, contamination or pollution laws and any regulations, orders, directions, ordinances or all requirements, permission, permits or licences issued thereunder.

Environmental Notice means any notice, direction, order, demand or other requirement to take any action or refrain from taking any action from any Governmental Agency, whether written or oral and in connection with any Environmental Law.

Governmental Agency means any State, Commonwealth or local (municipal) government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

LAA means the *Land Administration Act 1997*.

Law includes any requirement of any statute, regulation, proclamation, ordinance or by-law, present or future, whether State, Commonwealth or otherwise.

Licence means this deed including the contractual rights granted to the Licensee under clause 2 and the rights granted under this Licence necessary for the exercise of the rights granted under clause 2.

Licence Area means the licence area specified in item 1 of the Schedule.

Licence Fee means the licence fee specified in item 3(a) of the Schedule.

Licensee's Agent includes the employees, agents, contractors, consultants, invitees and any other person acting with the express or implied authority or permission of the Licensee.

- (c) a reference to any Law includes consolidations, amendments, re-enactments or replacements of it;
- (d) the singular includes the plural, the plural includes the singular and any gender includes each other gender;
- (e) if a period of time is specified and runs from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (f) the word 'person' includes a reference to the person's personal representatives, executors, administrators, successors and assigns and a reference to a corporation includes a reference to the corporations successors and assigns;
- (g) covenants in this Licence by two or more persons shall be deemed joint and several;
- (h) a reference to the word "including" is deemed to be followed by the words "but not limited to".

2. GRANT OF LICENCE

2.1 GRANT OF LICENCE

The Licensor hereby GRANTS to the Licensee a non-exclusive right for the Term to enter upon and remain on and use the Licence Area, with such vehicles, machinery, plant or equipment as is reasonably necessary for the purpose of establishing and occupying a site office associated with the construction and operation of irrigation infrastructure (**Permitted Use**) in accordance with the Provisions.

2.2 NO ESTATE OR INTEREST IN LAND

The Licensee acknowledges and agrees that:

- (a) the rights conferred by this Licence rest in contract only and do not create in or confer upon the Licensee any tenancy or any estate or interest in or over the Licence Area and the rights of the Licensee will be those of a licensee only;
- (b) this Licence confers no right of exclusive occupation of the Licence Area upon the Licensee and the Licensor may at any time and at all times from time to time exercise all the Licensor's rights as licensor including the Licensor's rights to use possess and enjoy the whole or any part of the same save only in so far as such rights shall not unreasonably:
 - (i) prevent the operation of the rights granted to the Licensee under this Licence; or
 - (ii) be inconsistent with the express provisions of this Licence; and
- (c) the rights granted to the Licensee under this Licence are only exercisable during the Term.

- (i) ensure the safe movement of pedestrians using the Licence Area or adjoining areas, including erecting signs to warn persons likely to be endangered by the Licensee's use of the Licence Area; and
- (ii) ensure that pedestrians using the Licence Area or adjoining areas are not unduly disrupted;
- (g) not dispose of or store on the Licence Area any rubbish or any poisonous, toxic or hazardous substance;
- (h) pay all outgoings (including taxes, fees, rates, and utilities charges) payable in respect of the Licence Area;
- (i) punctually comply with and observe:
 - (i) all Laws; and
 - (ii) all notices received either by the Licensor or the Licensee from, and the requirements of, any relevant Governmental Agency;
- (j) obtain, keep current and comply with all consents, approvals, permits, licences or other requirements under any Law, if any, to use the Licence Area for the purposes permitted under this Licence;
- (k) repair or remedy any damage caused or permitted by the Licensee or the Licensee's Agents, to the Licence Area or the Surrounding Area or Services in, on, under or over the Licence Area, including remediating any Contamination, Pollution, Environmental Harm, and erosion or other form of degradation caused or permitted by the Licensee or the Licensee's Agent; and
- (l) reinstate and rehabilitate the Licence Area on the expiration of the Term, or other termination of this Licence, in accordance with clause 7.

5. INDEMNITY, RELEASE AND INSURANCE

5.1 INDEMNITY AND RELEASE

- (a) The Licensee hereby releases and indemnifies and agrees to keep released and indemnified the Licensor, the State, all State government Ministers (whether in their executive or any corporate capacity), and all officers, servants, agents, contractors, invitees and licensees of any of them (the **Indemnified Parties**) from and against all claims, demands, actions, suits, proceedings, judgments, damages, costs, charges, expenses (including legal costs of defending or settling any action, claim or proceeding) and losses of any nature whatsoever whether based in contract, tort or statute or any combination thereof which the Indemnified Parties (or any of them) may suffer or incur or which may at any time be brought maintained or made against them (or any of them) in respect of or in connection with any:

5.2 INSURANCE

- (a) The Licensee must during the Term effect, maintain and keep current with an insurer of good repute, a public liability insurance policy for the amount specified in item 6 of the Schedule for any one claim (or any other amount reasonably required by the Licensor from time to time consistent with usual prudent commercial practice) and which policy includes coverage in respect of:
- (i) any injury to, illness of, or death of, any person;
 - (ii) any loss, damage or destruction to any property including to the property of any of the Indemnified Parties;
 - (iii) the loss of use of any property, including the property of any of the Indemnified Parties; and
 - (iv) liability arising out of any Contamination Pollution or Environmental Harm of the Licence Area or the Surrounding Area caused or contributed to by the Licensee's or the Licensee's Agents use of the Licence Area,
- and such insurance shall include the interests of the Licensor under this Licence.
- (b) The Licensee must:
- (i) give to the Licensor a copy of the certificate of currency of the policy of insurance referred to in clause 5.2(a) at the Date of Commencement; and
 - (ii) submit evidence to the Licensor on each anniversary of the Date of Commencement during the Term, or as otherwise requested by the Licensor, which shows that the insurance policy referred to is still current.
- (c) The Licensee shall effect and maintain all insurance required to be effected by it by law. Without limiting the generality hereof, the Licensee shall have all necessary insurance with respect to its employees under the relevant Laws and shall, if required by the Licensor, produce evidence of such insurance at any time.
- (d) The Licensee will not do or omit to do any act or thing or bring onto or keep anything on the Licence Area which might render the insurance required under clause **Error! Reference source not found.** void or voidable.

6. TERMINATION OF LICENCE

6.1 DEFAULT

- (a) This Licence and the rights granted to the Licensee pursuant to it, may be terminated by the Licensor by notice to the Licensee if:
- (i) moneys payable under this Licence are in arrears and unpaid for 14 days after formal demand;

- (b) For the purposes of clause 6.2(a), the Licensee acknowledges and agrees that:
 - (i) the Licensor, its servants, agents and contractors may enter the Licence Area at any time with all necessary materials and equipment to execute all or any required works as the Licensor thinks fit; and
 - (ii) all debts costs and expenses incurred by the Licensor, including legal costs and expenses, in remedying a default is a debt due to the Licensor, and must be paid by the Licensee to the Licensor on demand.

7. REMOVAL OF PROPERTY ON EXPIRY OR TERMINATION

7.1 OBLIGATION TO REMOVE PROPERTY AND RESTORE

- (a) Upon termination of the Term or earlier termination of this Licence yield and deliver up possession of the Licence Area to the Licensor and in doing so must by the end of the Term or within 28 days after the earlier termination of this Licence:
 - (i) remove all of the Licensee's Property from the Licence Area, to the Licensor's absolute satisfaction;
 - (ii) reinstate the Licence Area to the state and condition in which it was at the Date of Commencement;
 - (iii) promptly make good to the satisfaction of the Licensor any damage caused by the removal of the Licensee's Property referred to in clause 7.1(a)(i), including filling in, consolidating and levelling off any holes or trenches on the Licence Area; and
 - (iv) remediate any Contamination, Pollution or Environmental Harm to the Licence Area or the Surrounding Area caused by the Licensee or the Licensee's Agents or arising out of the Permitted Use.
- (b) The Licensee's obligations under clause 7.1(a) will survive the expiration of the Term or other termination of this Licence.

7.2 FAILURE TO REMOVE

If the Licensee's Property is not removed in accordance with clause 7.1, its presence on the Licence Area after the expiry of the relevant period referred to in clause 7.1(a) shall no longer be authorised by this Licence and:

- (a) the Minister may treat any structure forming part of the Licensee's Property as an alleged unauthorised structure under section 270 of the LAA;
- (b) sections 270, 271 and 272 of the LAA apply with respect to the removal of any such alleged unauthorised structure;

- (ii) must be signed by the Party giving the notice or by any solicitor or duly appointed representative of the Party giving the notice; and
- (iii) will be sufficiently served on:
 - (A) the Licensor, if addressed to the Licensor and left at, or sent by prepaid post to the Minister for Lands c/o Director General of the Department at the address set out at item 4 of the Schedule or such other address as is notified by the Licensor to the Licensee; and
 - (B) the Licensee, if addressed to the Licensee and left at, or sent by prepaid post to the address set out at item 5 of the Schedule or such other address as is notified by the Licensee to the Licensor;
- (b) A notice sent by post will be deemed to be given at the time when it ought to be delivered in the ordinary course of a post whether the contrary is shown or not.
- (c) A notice given by facsimile transmission will be deemed to have been given on the date on which the facsimile transmission report of the machine from which it was sent, shows that it was successfully transmitted in its entirety.

9.4 EFFECT OF WAIVER

No consent or waiver express or implied by the Licensor or its officers, servants, agents, contractors or any of them, to or of any breach of any Provision by the Licensee will be construed as a consent or waiver to or of any other breach of the same or any other Provision.

9.5 GOVERNING LAW

- (a) This Licence shall be construed and interpreted in accordance with the laws in force in Western Australia.
- (b) The Parties submit to the non-exclusive jurisdiction of the Courts of Western Australia.

9.6 VARIATION

This Licence cannot be altered or varied by the Parties except by deed.

10. GOODS AND SERVICES TAX

10.1 DEFINITIONS

In this clause 10 the following terms have the following meanings:

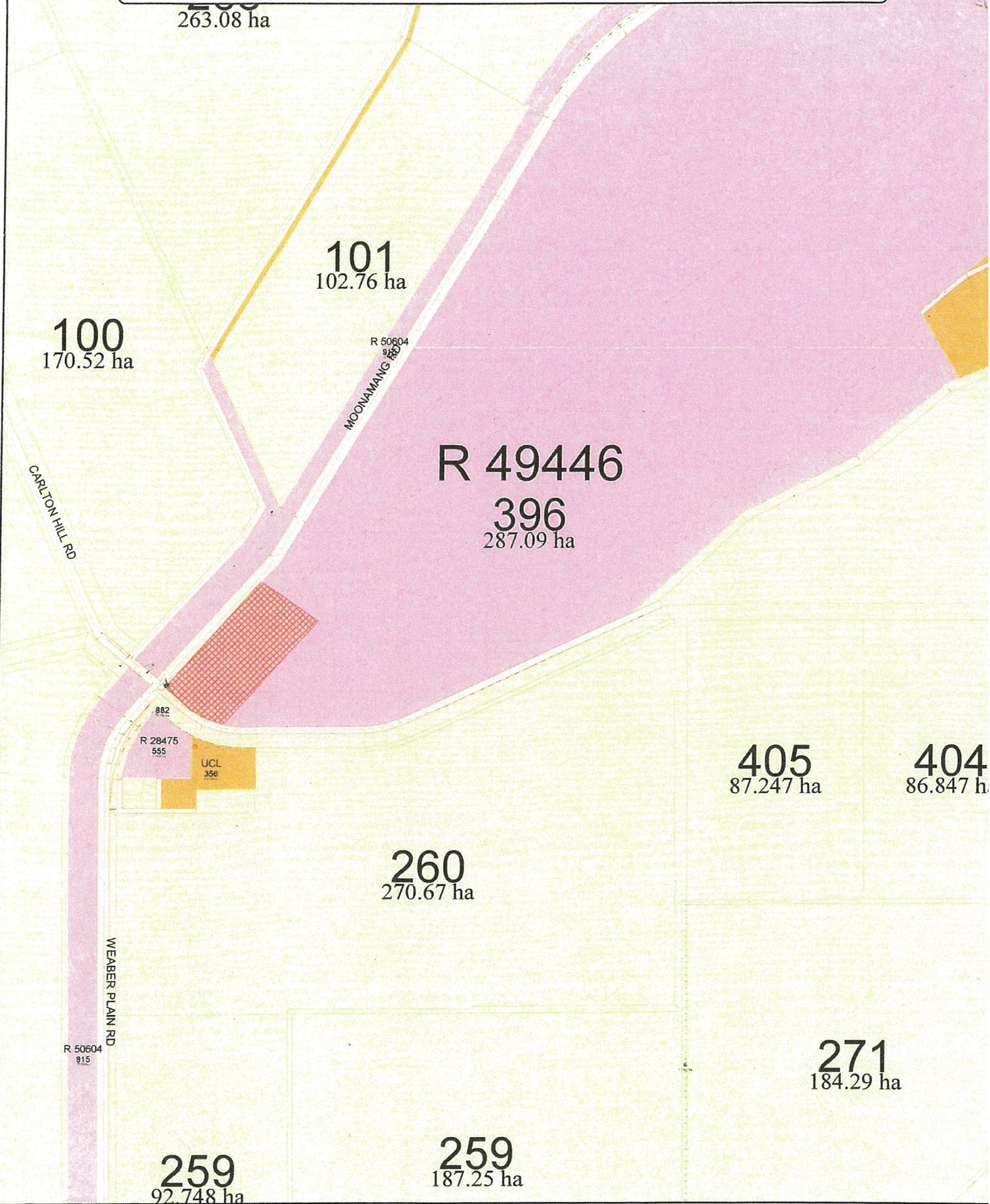
- (a) **GST Act** means A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any legislation substituted for or amending that Act;

SCHEDULE

ITEM	TERM	DEFINITION
1.	Licence Area	Portion of Lot 396 on Deposited Plan 58305, shown hatched red on the plan at Annexure A.
2.	(a) Term	48 Months
	(b) Date of Commencement	5 July 2013
	(c) Date of Expiry	4 July 2017
3.	(a) Licence Fee	\$5,000.00
	(b) GST Amount	\$500.00
	(c) Payment Date	30 days from date of commencement
4.	Licensor's Address for Service of Notices	Minister for Lands C/- Department of Lands Regional and Metro Services 140 William Street Perth WA 6000 Attention: Manager, Kimberley Facsimile No: (08) 6552 4600
5.	Licensee's Address for Service of Notices	Director Kimberley Agricultural Investment Pty Ltd 'Plaza Level' - Suite 20 23 Plain Street EAST PERTH WA 6004 Facsimile No: 08 9221 5889
6.	Insurance	\$10,000,000

ANNEXURE A

Lot 396 Moonaming Road, KAI Licence Area



Scale : 1:19573 (Geographical)
MGA : SW=474287.5E,8272496.5N Zone 52 / NE=478388.5E,8277979.0N Zone 52
Lat/Long : 128°45'36.430", -15°37'31.086" / 128°47'54.340", -15°34'32.788" H 271mm by W 210mm

Printed : 09:28 Wed 27/Nov/2013
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KIMBERLEY AGRICULTURAL INVESTMENT PTY LTD

ABN 60 154 270 194

17 February 2014

Peter Kerp
Planning & infrastructure
Shire Wyndham East Kimberley
Kununurra WA 6743

Dear Peter,

Kimberley Agricultural Investment (KAI) has obtained a 4 year lease from the dept. of Lands for the old Leighton's phase one compound at 396 Moonamang road. This land is currently classified as UCL and has not had native title extinguished over it at this stage.

It is our intention to use this for our office for the Goomig and know plain development that KAI signed with the State Government on Friday the 6th of December.

We also intend to base our a machinery workshop here with a view of obtaining freehold title in the next 4 years before our lease expires. I have enclosed a copy of our lease with RDL as supporting evidence.

With this in mind I am submitting plans of the surveyed site with existing office (building license 069/2010 and proposed infrastructure on it for Council approval.

This includes a care takers residence for site security, container based shades for general maintenance of heavy earthmoving machinery for our clearing operation and a fixed workshop for more major repairs and maintenance.

We are also requesting a crossover to Moonamang road for access and egress to site as the current road is immediately after the D4 Bridge, which is badly situated and unsafe for traffic.

If you have any further questions please feel free to contact me at any time.

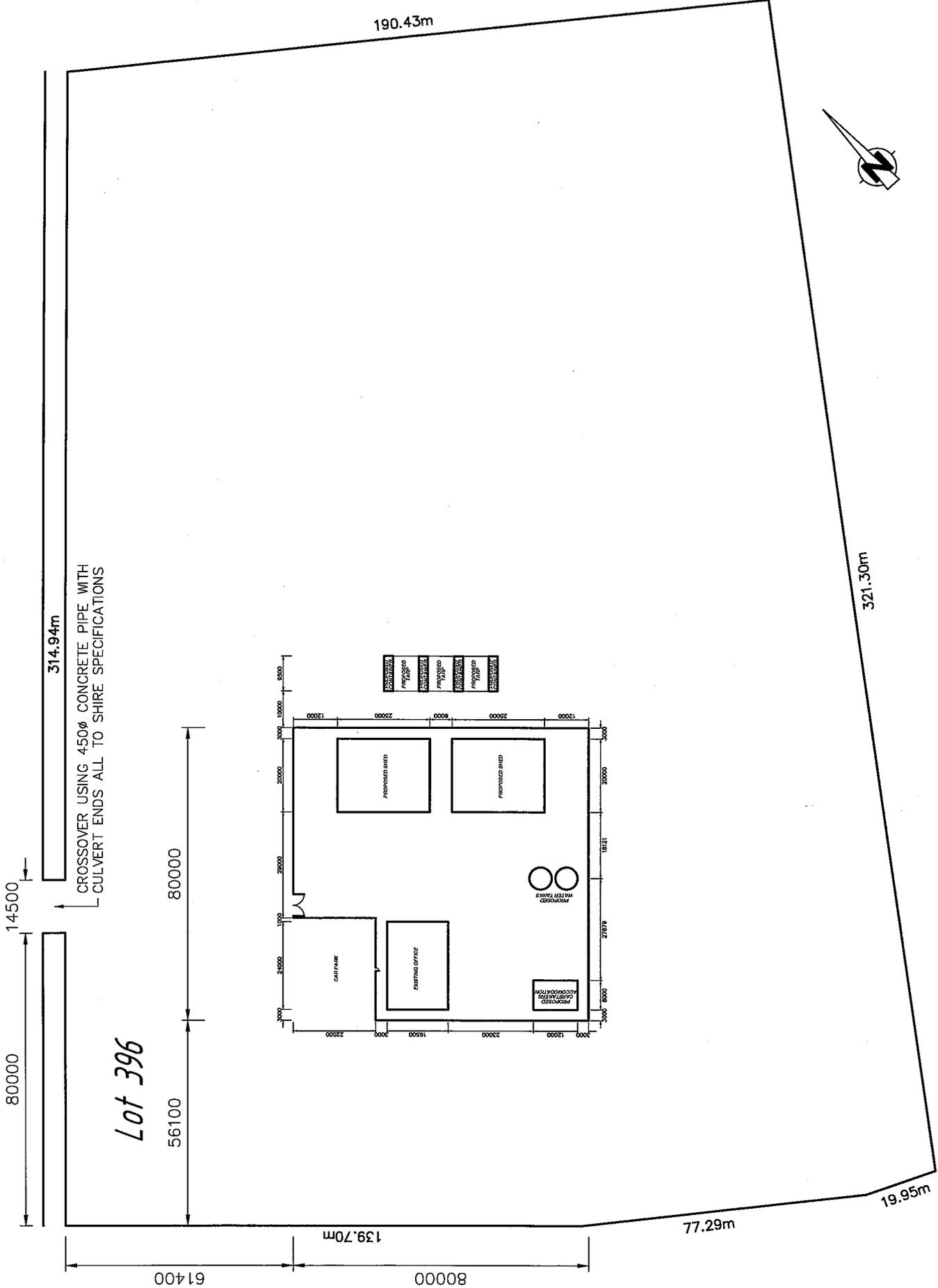
Yours faithfully,

Wayne Paul
Logistics Manager
Kimberley Agricultural Investment

Photograph of Proposed Shade Structure



MOONAMANG ROAD



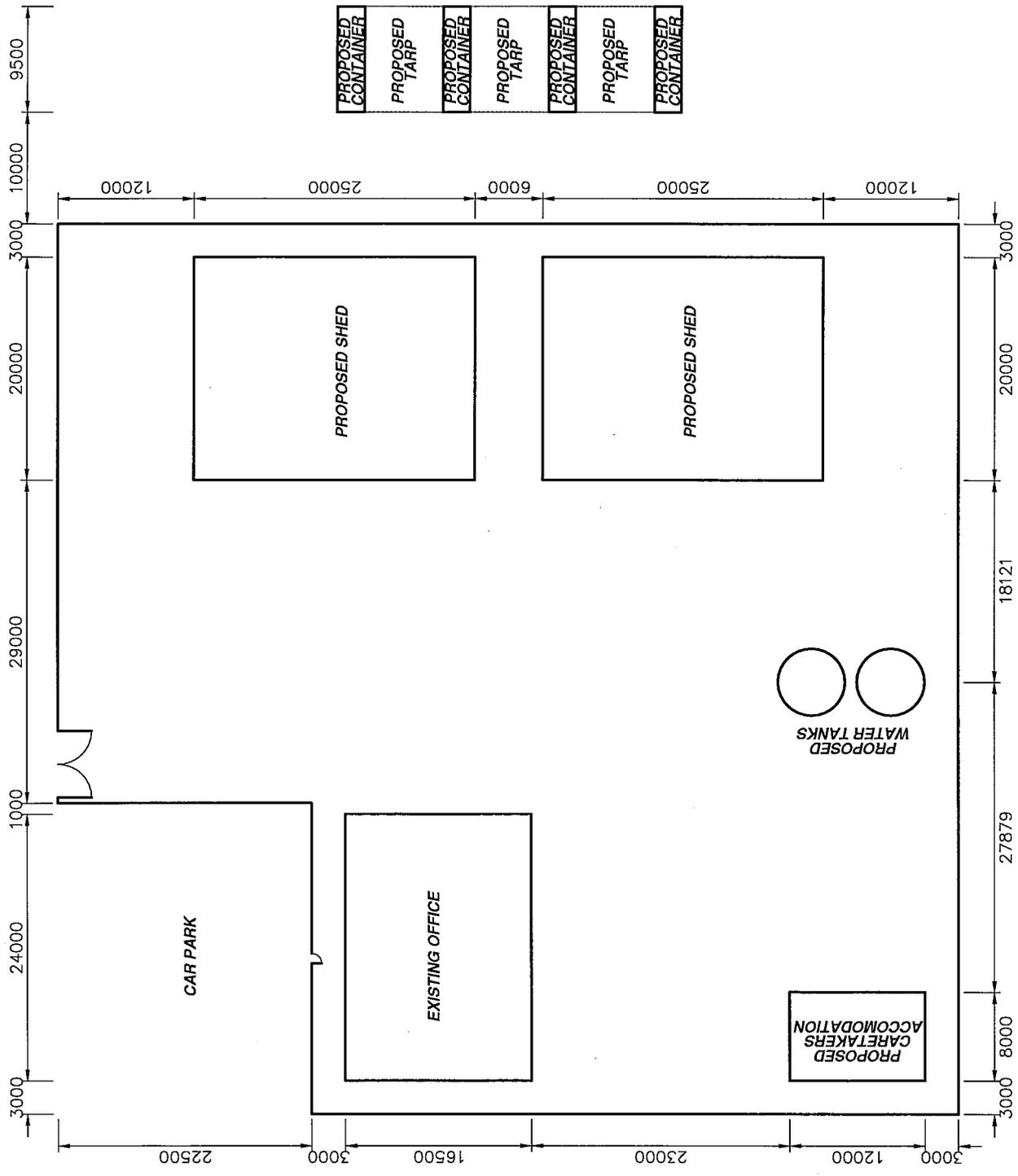
CROSSOVER USING 450Ø CONCRETE PIPE WITH CULVERT ENDS ALL TO SHIRE SPECIFICATIONS

Lot 396

REV	0	title	SITE PLAN	project	PROPOSED COMPOUND MOONAMANG ROAD KUNUNURRA	client	KAI
		scale	N.T.S.			builder	KAI

DESIGN DRAFTING
P.O. Box 2106 Kununurra WA 6743

NICKAD



client	KAI
builder	KAI

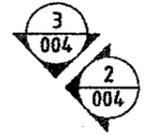
PROPOSED COMPOUND
 MOONAMANG ROAD
 KUNUNURRA

title
 COMPOUND
 293-S01

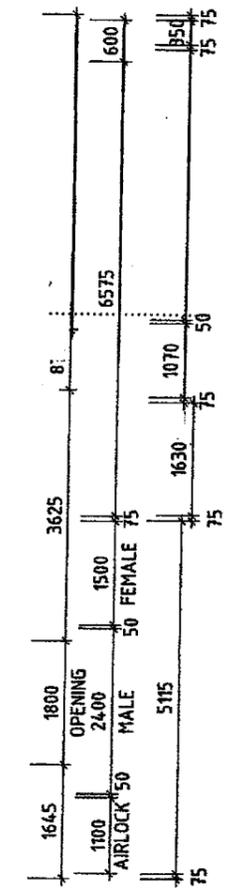
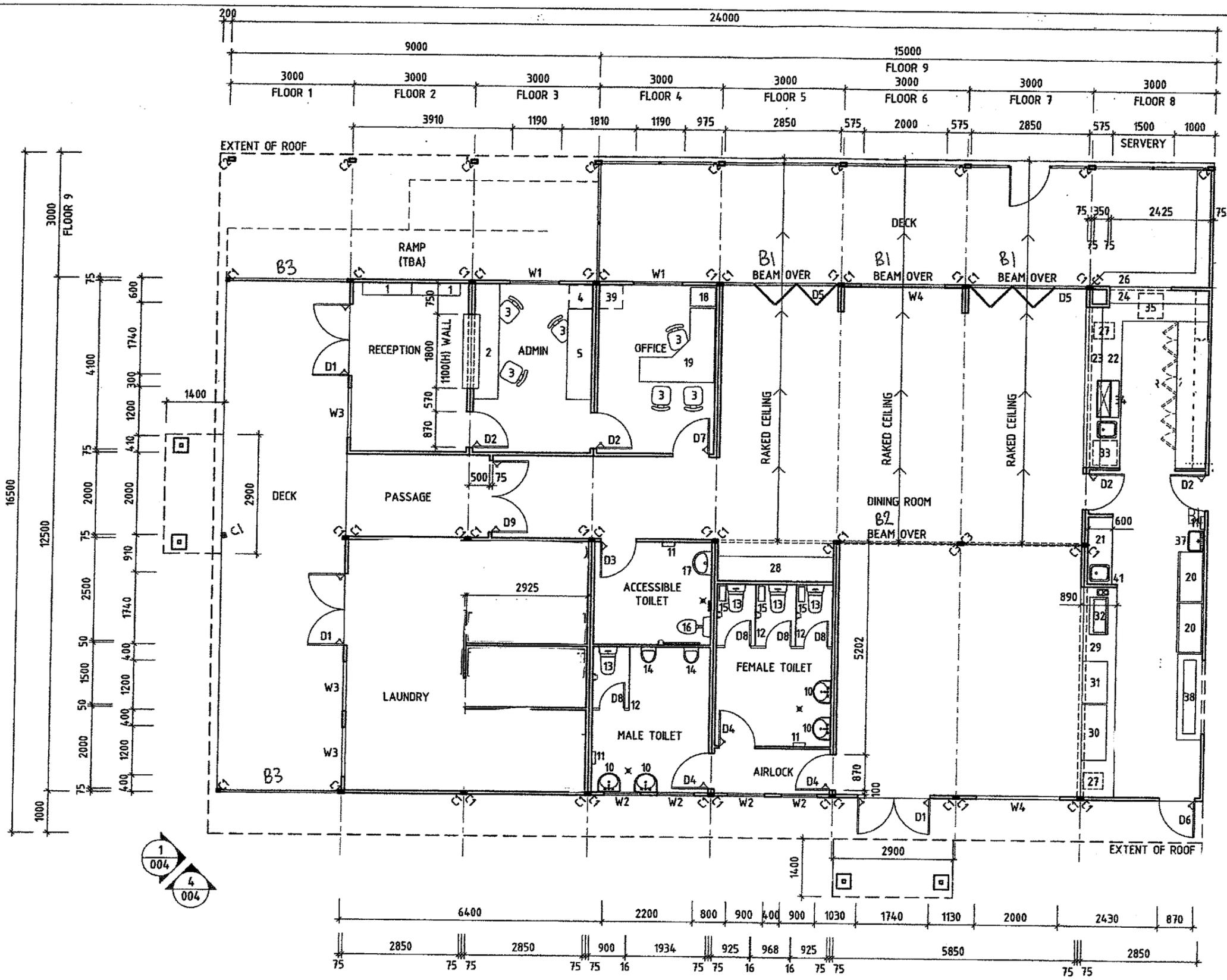
project
 293-S01

scale 1:400

REV	0
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B1 = 100x50x3.0 RHS
B2 = 200x100x4.0 RHS
B3 = 150x50x3.0 RHS



ALCO
BUILDING COMPANY PTY. LTD.
ABN No. 3205 653 8357

Factory Tel. : (08) 9459 1630
Factory Fax. : (08) 9459 1806
Mobile : 0411 424 172

THIS DRAWING IS COPYRIGHT
AND THE PROPERTY OF ALCO
BUILDING COMPANY
REPRODUCTION IN FULL OR
PART REQUIRES PRIOR
WRITTEN AUTHORITY

INITIALS:	CJ	APPROVAL SIGNATURES:	DATE:	28.04.09					
DRAWN BY:	GA								
ALCO BUILDING CONSULTANT:									
CLIENT:									
SCALE:	1:100	SHEET:	2 of 12	DESIGN REGION:	B	TERRAIN CAT:	2	MPS:	5i

CLIENT:	TOWN CARAVAN PARK KUNUNURRA "As Constructed"	DWG No:	2866-11-002
BUILDING TYPE:	RESTAURANT "Structurals"	JOB No:	
DRAWING TYPE:	FLOOR PLAN Refer to Amended Floor Plan	REV:	D

EQUIPMENT LIST:

1. REVERSE CYCLE SPLIT SYSTEM AIR CONDITIONER.
2. ILLUMINATING SIGN.

LEGEND

- LIGHT SWITCH
- TWO-WAY LIGHT SWITCH
- ISOLATOR
- EXTERNAL BULKHEAD LIGHT

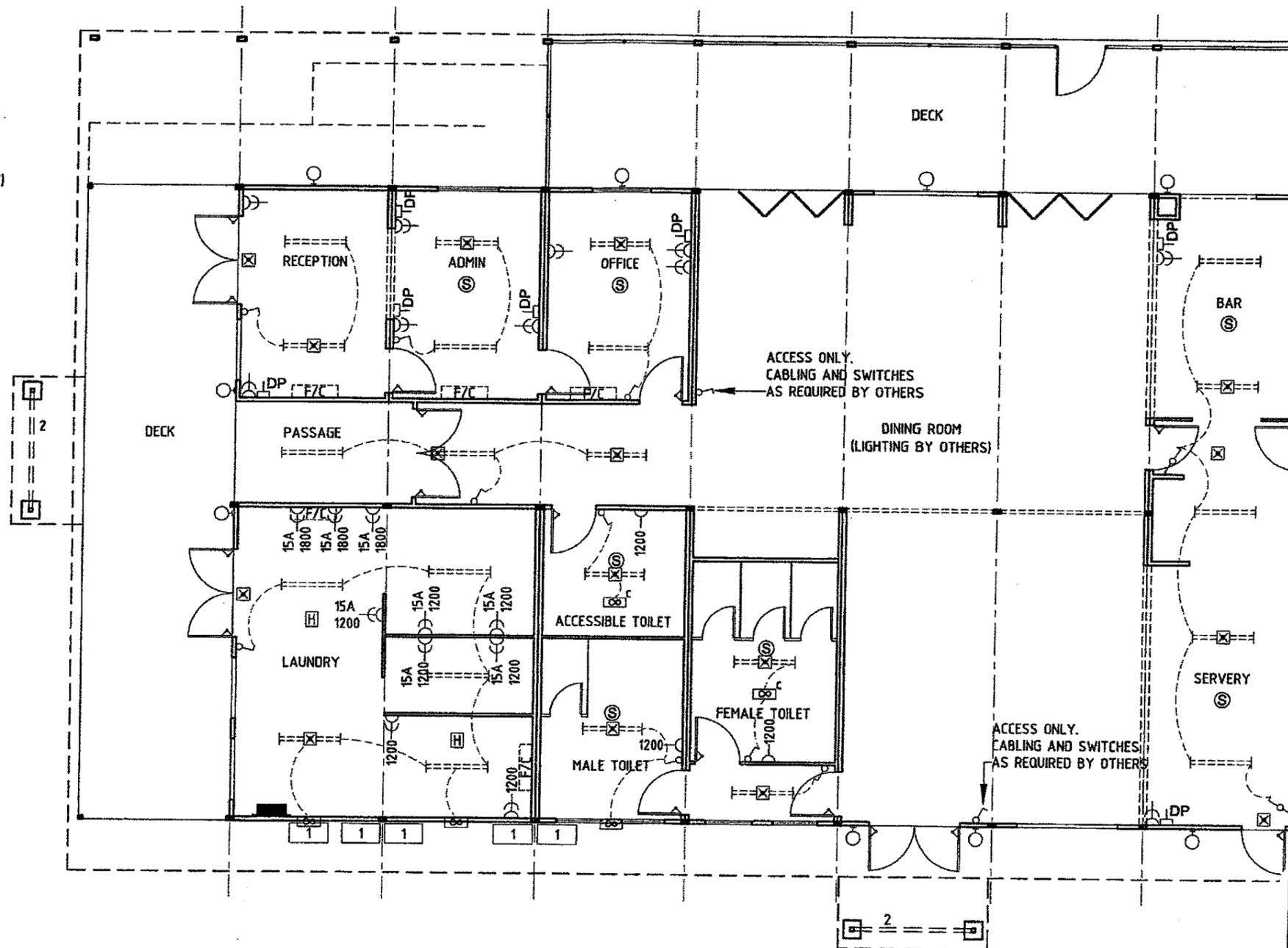
===== DOUBLE 36w DIFFUSED FLUORESCENT LIGHT

- EXIT LIGHT
- GENERAL PURPOSE OUTLET @ 300AFL (UNO)
- DOUBLE GENERAL PURPOSE OUTLET @ 300AFL (UNO) - 10amp (UNO)
- DOUBLE DATA POINT @ 300AFL (UNO)
- SWITCHING RUN
- SMOKE DETECTOR WITH BATTERY BACK-UP (240V)
- HEAT ALARM WITH BATTERY BACK-UP (240V)
- WALL MOUNTED EXHAUST FAN (SWITCHED TO LOCAL LIGHTING CIRCUIT)
- SWITCH BOARD (BY OTHERS)
- CEILING MOUNTED EXHAUST FAN (SWITCHED TO LOCAL LIGHTING CIRCUIT)
- ===== DOUBLE 36w DIFFUSED EMERGENCY FLUORESCENT LIGHT

ELECTRICAL NOTES:

- * DRYERS TO HAVE 2x15amp GPO's AT EACH LOCATION ON DEDICATED CIRCUIT - 4mm² TOTAL 3.
- * WASHING MACHINES TO HAVE 2x15amp GPO's AT EACH LOCATION ON DEDICATED CIRCUIT - 4mm² TOTAL 4.
- * WIRE ALL EXTERNAL LIGHTS TO SWITCHBOARD ON SINGLE UNSWITCHED CIRCUIT. T/CLOCK BY OTHERS.
- * WIRE ALL EXIT AND EMERGENCY LIGHTS BACK TO SWITCHBOARD ON SINGLE DEDICATED CIRCUIT.

UNO - UNLESS NOTED OTHERWISE



JUAL design

13 WHEATLEY STREET
GONNELLS WA 6110
P: (08)9208 4046
F: (08)9208 4055
ADV42 000 222 148

STRUCterre
consulting engineers

1 ERINDALE RD, BALCATT
PH: (08) 9205 4500 FAX: (08) 9205 4501

STRUCterre PROJECT# 41554-1

ALCO
BUILDING COMPANY PTY. LTD.
ABN No. 3205 653 8357

Factory Tel. : (08) 9459 1630
Factory Fax. : (08) 9459 1806
Mobile : 0411 424 172

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INITIALS:	CJ	APPROVAL SIGNATURES:	DATE:	10.03.09					
DRAWN BY:	GA	CLIENT:	TOWN CARAVAN PARK KUNUNURRA						
ALCO BUILDING CONSULTANT:		BUILDING TYPE:	RESTAURANT						
CLIENT:		DRAWING TYPE:	ELECTRICAL PLAN						
SCALE:	1:100	SHEET:	3 of 12	DESIGN REGION:	B	TERRAIN CAT:	2	MPS:	51

CLIENT: TOWN CARAVAN PARK KUNUNURRA

BUILDING TYPE: RESTAURANT

DRAWING TYPE: ELECTRICAL PLAN

DWG No: 2866-11-003

JOB No:

REV: C

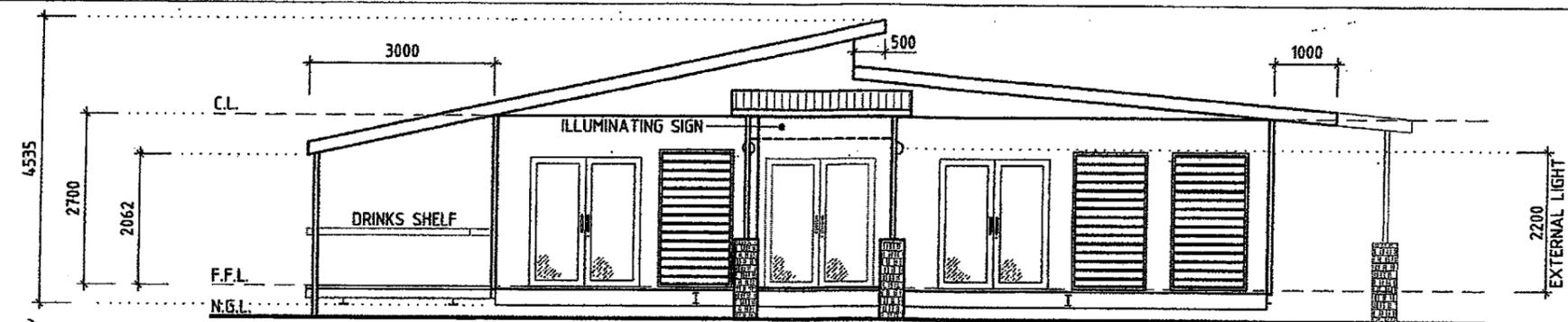
As Constructed
Structurals

END UNITS (NOT SHIELDED)

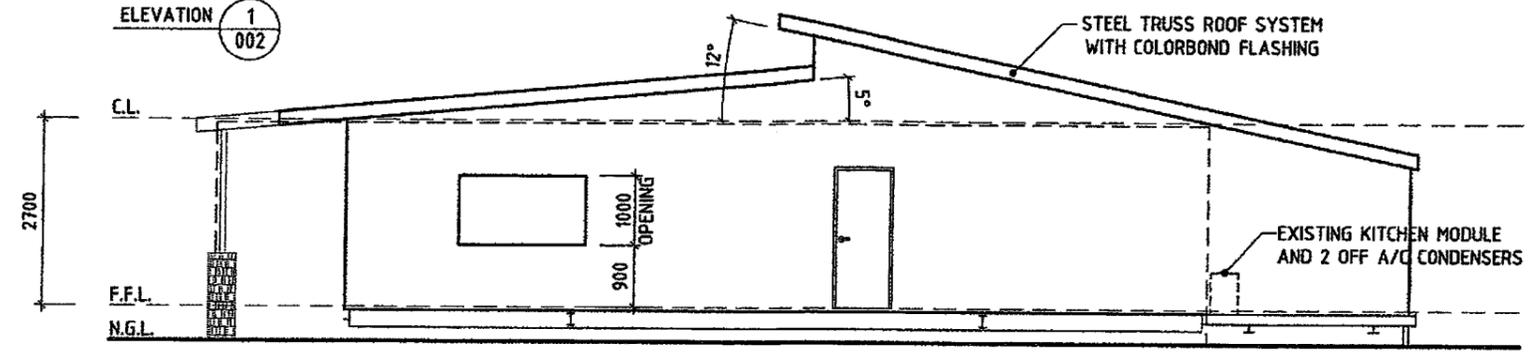
FOOTINGS BY OTHERS TO RESIST:
OVERTURNING: 115 KNM
UPLIFT: 35 KN

CENTRAL UNITS (SHIELDED)

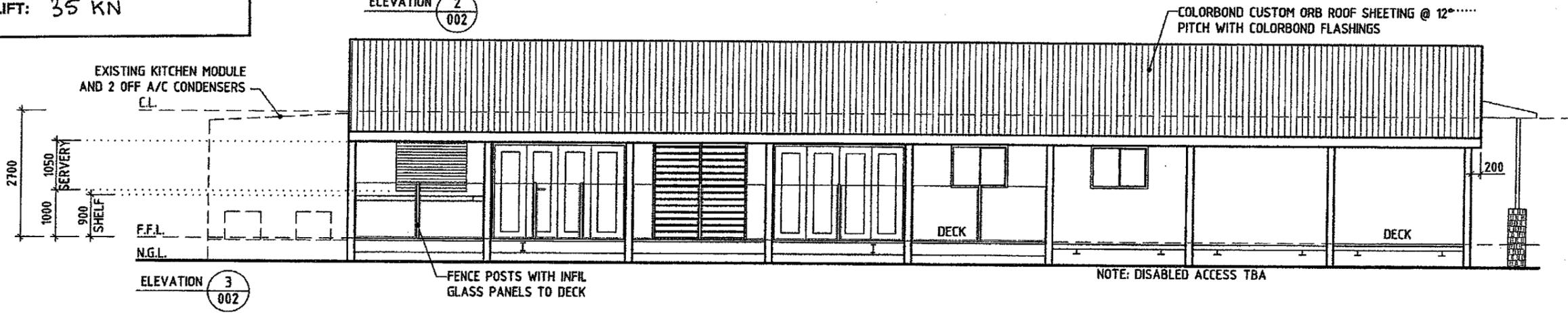
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OVERTURNING: —
UPLIFT: 35 KN



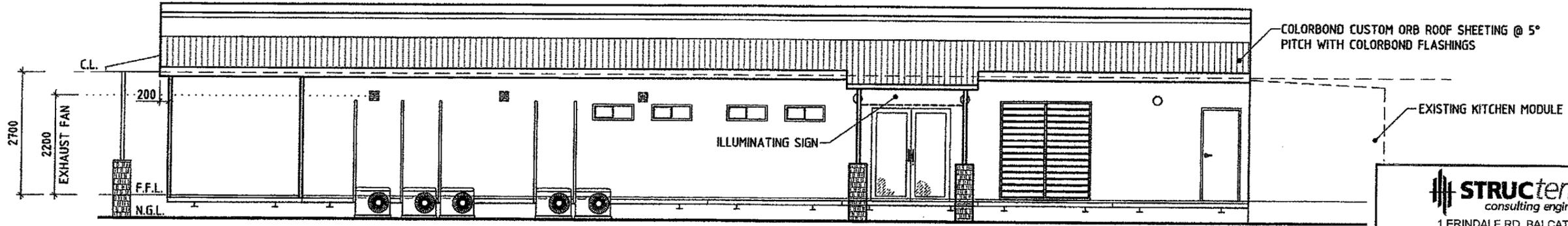
ELEVATION 1
002



ELEVATION 2
002



ELEVATION 3
002



ELEVATION 4
002

STRUCterre
consulting engineers
1 ERINDALE RD, BALCATT
PH: (08) 9205 4500 FAX: (08) 9205 4501
STRUCterre PROJECT# 41554-1

ALCO
BUILDING COMPANY PTY. LTD.
ABN No. 3205 653 8357
Factory Tel. : (08) 9459 1630
Factory Fax. : (08) 9459 1806
Mobile : 0411 424 172

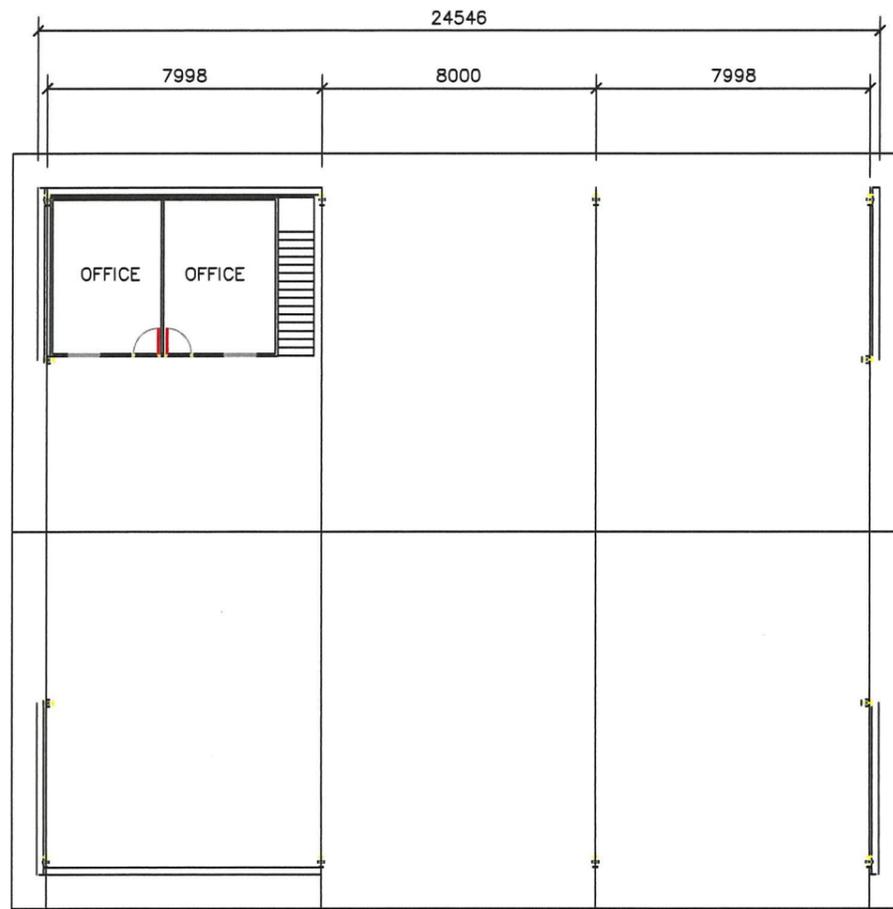
THIS DRAWING IS COPYRIGHT
AND THE PROPERTY OF ALCO
BUILDING COMPANY
REPRODUCTION IN FULL OR
PART REQUIRES PRIOR
WRITTEN AUTHORITY

INITIALS:	APPROVAL SIGNATURES:		DATE:
DRAWN BY:	CJ		30.04.09
ALCO BUILDING CONSULTANT:	GA		
CLIENT:			
SCALE:	SHEET:	DESIGN REGION:	TERRAIN CAT:
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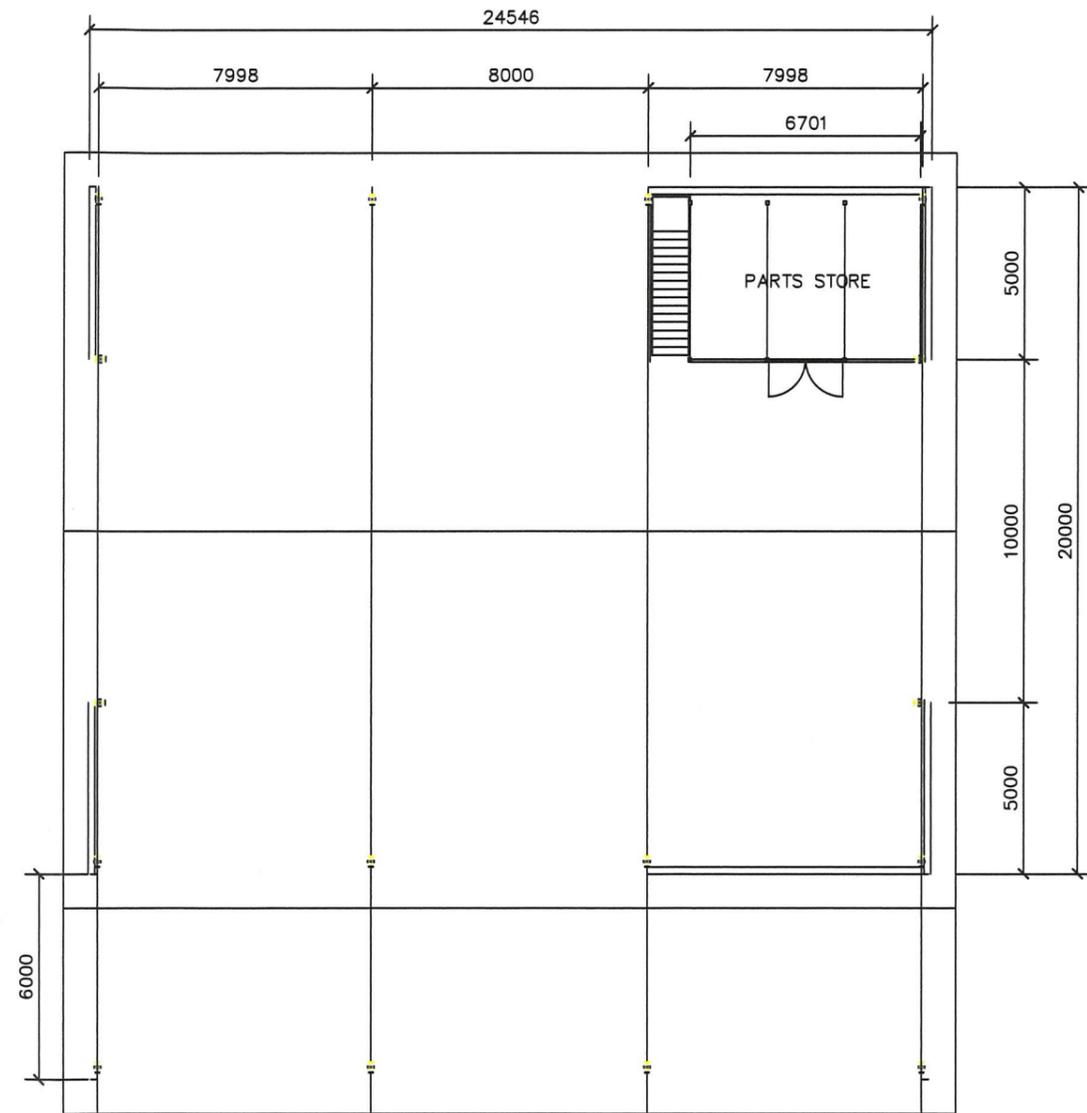
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BUILDING TYPE: RESTAURANT
DRAWING TYPE: ELEVATIONS

As Constructed
Structwals

DWG No: 2866-11-004
JOB No:
REV: D



Shed 1



Shed 2



EAST KIMBERLEY
CONSTRUCTION
PO BOX 937
Kununurra
WA 6743
PH: 0417094650
Email :
ekconstruction@westnet.com.au

CLIENT :

KAI

PROPOSED:
Farm Machinery Shed

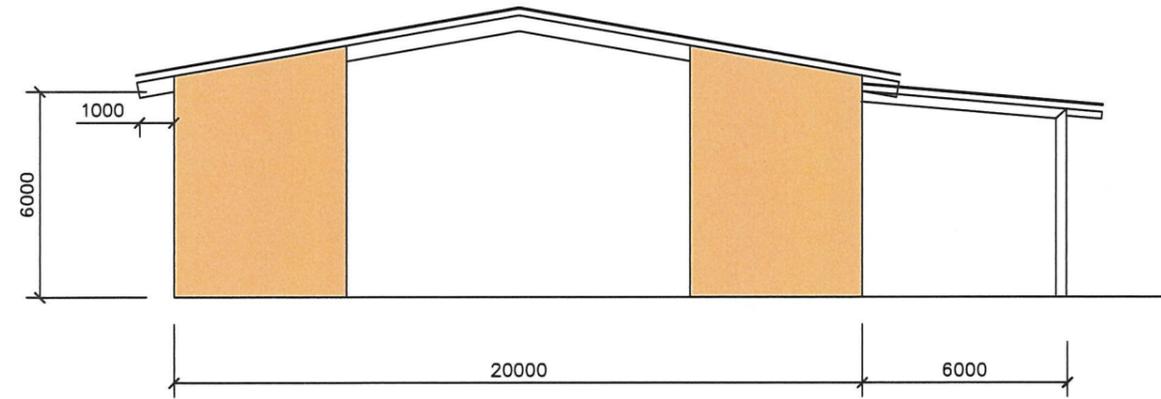
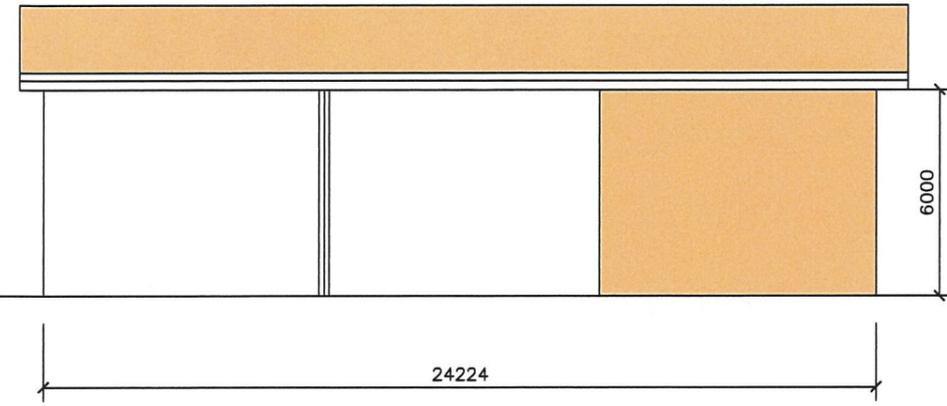
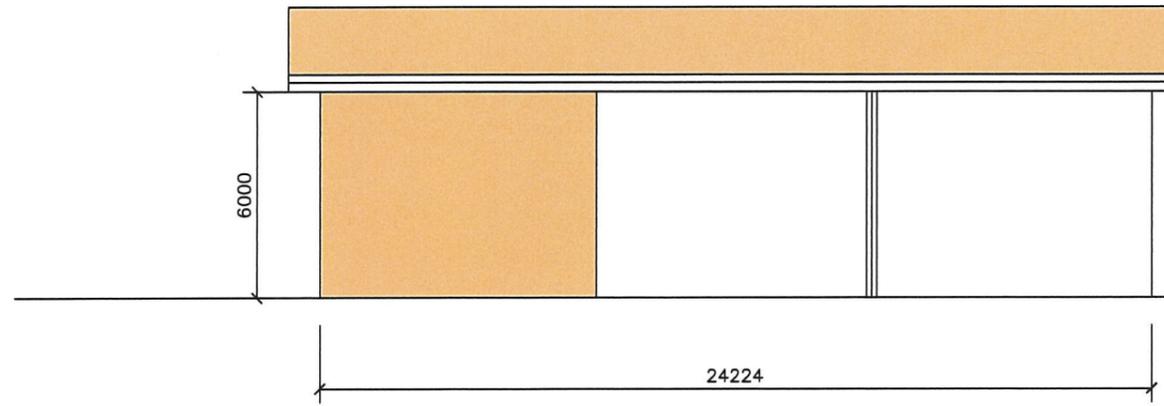
KUNUNURRA

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Checked
Job No. 1006

Date Oct 2013
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Sheet No 1 of -1

13/1006/D1

REV
0



Elevations



EAST KIMBERLEY
CONSTRUCTION
PO BOX 937
Kununurra
WA 6743
PH: 0417094650
Email :
ekconstruction@westnet.com.au

CLIENT :
KAI Sheds

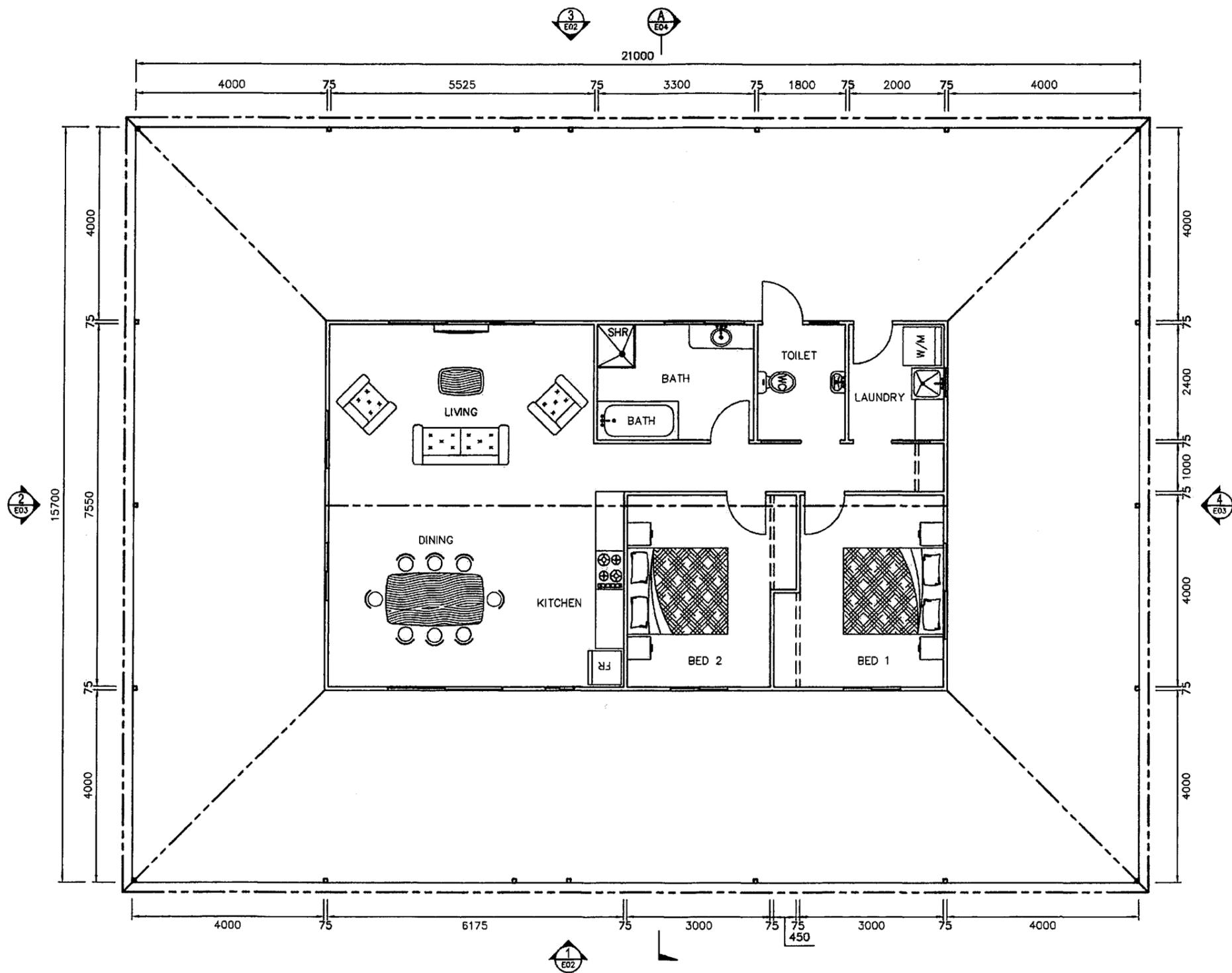
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KUNUNURRA

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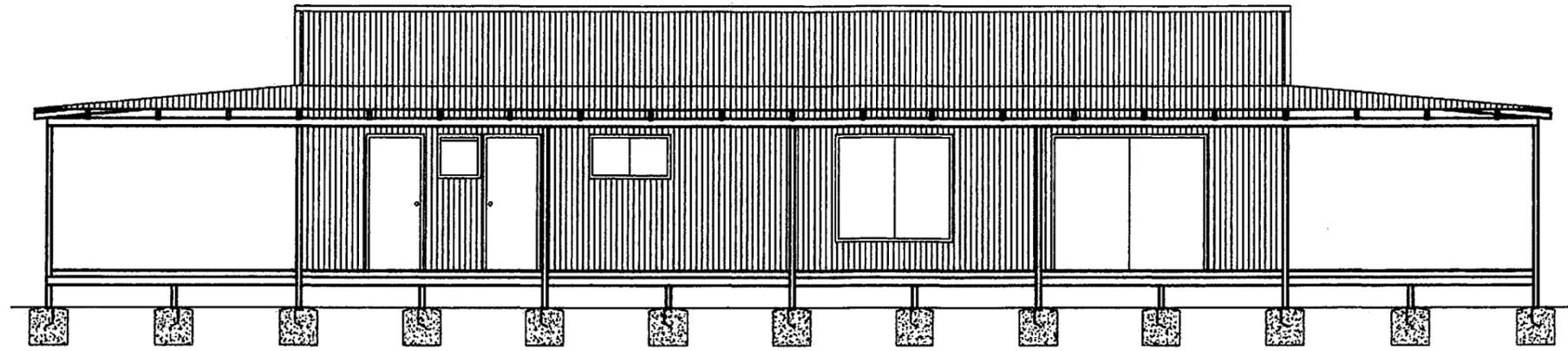
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project
PROPOSED CARETAKERS RESIDENCE
TBA
KUNUNURRA

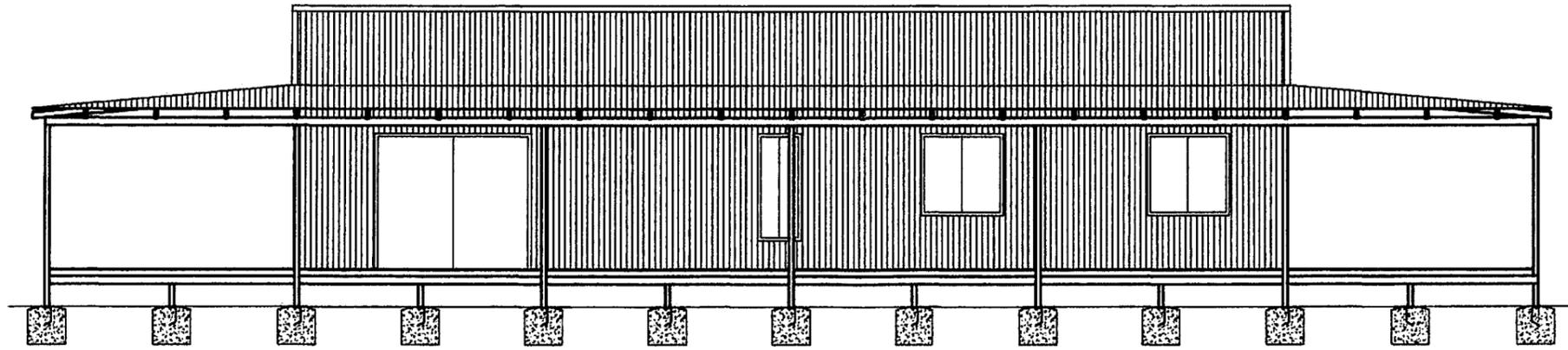
client
TBA
builder
TBA

NICKAD

DESIGN DRAFTING
P.O. Box 2188 Kununurra WA 6743



ELEVATION 1
Ed1



ELEVATION 3
Ed1

REV
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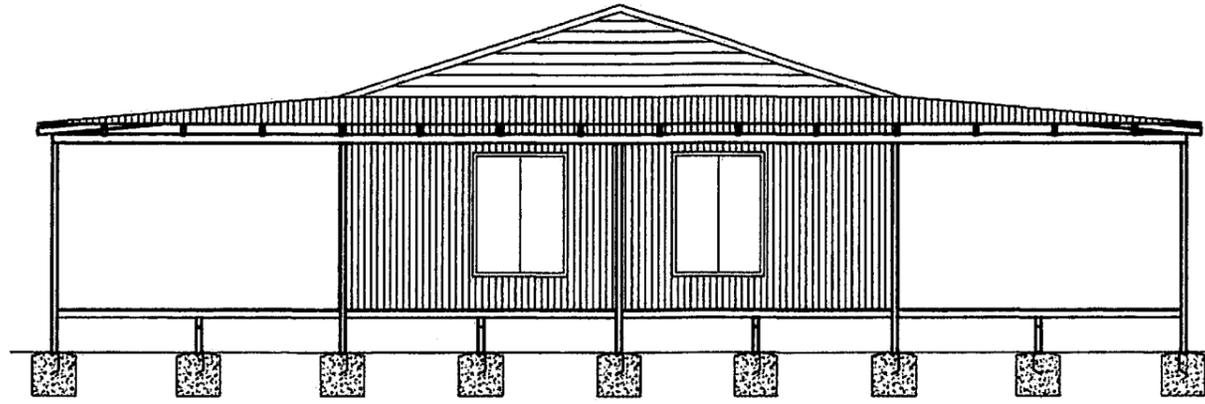
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project PROPOSED NEW RESIDENCE
TBA
KUNUNURRA

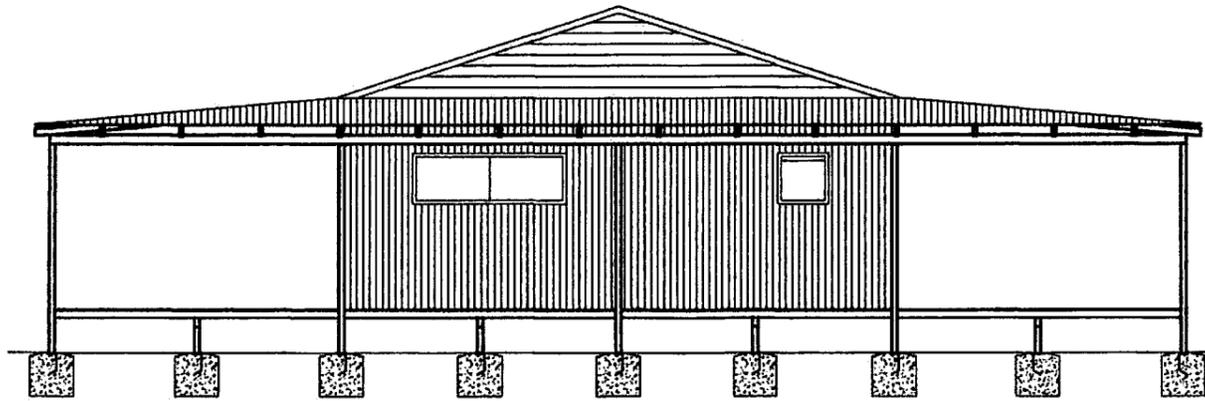
client TOM CARL
builder FRANMOR CONSTRUCTION

NICKAD

DESIGN DRAFTING
P.O. Box 2189 Kununurra WA 6743



ELEVATION 2
E01



ELEVATION 4
E01

REV
0

title ELEVATIONS 2 & 4
scale 1:100 254-E03

project PROPOSED NEW RESIDENCE
TBA
KUNUNURRA

client TOM CARL
builder FRANMOR CONSTRUCTION

NICKAD

DESIGN DRAFTING
P.O. Box 2180 Kununurra WA 6743

13.4.5 Development Application for Single Dwelling at Lot 10 Weaber Plain Road, Kununurra

DATE:	29 April 2014
PROPONENT:	Ben Marr
LOCATION:	Lot 10 Weaber Plain Road, Kununurra
AUTHOR:	Elle Davidson, Planning Officer
REPORTING OFFICER:	Wayne Richards, Acting Director Community Development
FILE NO:	A633P

PURPOSE

For Council to consider a development application for Single Dwelling at Lot 10 Weaber Plain Road, Kununurra.

BACKGROUND

An application for planning approval was lodged on 27 February 2014 by Ben Marr for the development of Single Dwelling at Lot 10 Weaber Plain Road, Kununurra.

The property is located 20km from Kununurra on Weaber Plain Road and has an area of 7,682m². The land is zoned Rural Agriculture 1 under *Town Planning Scheme No. 7 – Kununurra and Environs (TPS 7)*.

The property contains a shed used for the storage of graders associated with a rural industry business and a single dwelling. The current dwelling features 3 bedrooms and has been constructed with asbestos. Some personal items are currently stored within the Shire's Road Reserve including children's play equipment and a sea container used for storage. It is noted that the current dwelling location is the only suitable area for the development of a dwelling due to flooding levels on the remainder of the block.



Location of Site

Proposal

The applicant proposes to demolish the existing asbestos dwelling and shed and build a new 4 bedroom residence.

The new residence is approximately 12m x 19m, not including the 3m wide verandah and screened outdoor living area that wraps around three sides of the residence, or the carport.

The dwelling has an approximate floor area of 214m², an outdoor living area of 73.5m² and carport area of 28m².

The applicant is also proposing to concrete the driveway to direct the flow of stormwater towards the lower level of their property and prevent ponding under the existing fence line.

The proposed plans and submission provided by the applicant are provided at Attachment 1.

An application for a building permit will be required.

STATUTORY IMPLICATIONS

Town Planning Scheme No. 7 – Kununurra and Environs

The land at Lot 10 Weaber Pain Road is zoned Rural Agriculture 1 under *TPS7*. The objective of this zone is to retain land for extensive agriculture and/or horticulture in viable farm sized lots to prevent subdivision and subsequent loss of this limited resource.

Within this zone, buildings are required to be setback a distance of 20m from all boundaries, however the new dwelling is proposed to be located 3m from the front property boundary and 2.2m and 7.5m from the side property boundaries.

However, it is acknowledged that the existing dwellings on Lots 10 and adjoining Lot 12 were constructed to house government workers in the 1970's, and the site was essentially developed as a 'homestead lot' in association with the management of the irrigation channels. As such, the existing dwellings do not currently comply with the setback requirements of the current Scheme, and it is difficult with any development on these lots to comply due to their size and the shape.

Clause 5.5.1, if a development is the subject of an application for planning approval and does not comply with a standard or requirement prescribed under the Scheme, the Council may, despite the non-compliance, approve the application unconditionally or subject to conditions as Council thinks fit. For the application to be considered under section 5.5.1 of *TPS7*, the application is to be advertised to adjoining properties that may be affected by the proposed variation to development standards. Any matters raised by submissions are to be duly regarded prior to a decision being made by Council.

Council is only to be exercised under section 5.5.3 if the Council is satisfied that:

- a) *Approval of the proposed development would be consistent with the orderly and proper planning of the locality and preservation of the amenities of the locality; and*
- b) *The non-compliance will not have an adverse effect upon the occupiers or users of the development, the inhabitants of the locality or the likely future development of the locality;*
- c) *The spirit and purpose of the requirement or standard will not be unreasonably departed from thereby.*

The proposed setback is not in accordance with the setbacks prescribed in the Scheme therefore requires Council's discretion.

POLICY IMPLICATIONS

No policy implications apply in the preparation of this report.

FINANCIAL IMPLICATIONS

The application fee of \$2319.60 has been paid.

STRATEGIC IMPLICATIONS

No strategic implications apply in the preparation of this report.

COMMUNITY CONSULTATION

Given the proximity of the existing residence to the shared boundary and the intent to reduce the setback of the proposed new dwelling (from 14m to 7.5m) to the neighbouring property, notification advising of the application and allowing 21 days to comment was sent to the adjoining landowner to comply with section 5.5.2 of *TPS7*. A copy of the submission received from the adjoining landowner is provided at Attachment 2. The main issues raised by the adjoining owner were:

- Sale of property potentially hindered by the adjoining dwelling moving closer to the boundary;
- Screening not being permanently fixed to the verandah and therefore causing concerns with being openable;
- Concern regarding the concrete driveway in close proximity to adjoining bedrooms being used as a thoroughfare for traffic;
- Request the minimum height of shrubs to measure 1.5m at planting.

COMMENT

The applicant wishes to replace the original asbestos dwelling and shed with a new dwelling which is larger in size, and subsequently proposed to be closer to the shared boundary and neighbouring dwelling. The existing residence is currently located 14m from the boundary adjoining neighbouring Lot 12 however the new residence is proposed to be setback a distance of 7.5m, while the existing dwelling on adjoining Lot 12 is only setback approximately 0.8m from the boundary.

The applicant in designing the proposed new residence has tried to address the concerns of the neighbouring landowner, in particular in regard to privacy issues, and has proposed screening to the southern side of the house, which has been marked as 'privacy blind screening' on the submitted plan, along with vegetation screening and a water tank to provide an additional visual buffer. It is noted that the site plan indicates that the vegetation screening adjacent to the existing fence line will be a minimum of 2m in height.

In considering approval of reduced setbacks, ordinarily Officers would require that the applicant obtain the adjoining landowner's consent, however in this instance despite numerous discussions the applicant has not been able to obtain their neighbours written consent.

The neighbouring landowners have been given opportunity to view the plans and make comments and have stated that they still have concerns regarding the development. Their main concern is that the proposed dwelling will be located closer to the boundary, and as the property (Lot 10) is naturally higher, will exacerbate privacy issues which need to be addressed.

The neighbour has queried whether the proposed privacy screening is proposed to be permanently fixed or is in fact a 'blind' (as indicated on the elevations) that can be removed

or rolled up, and recommended that the screening should be permanently affixed. They have also suggested that fixed permanent screening should be installed on the southern side of the carport to improve the extent of this 'privacy barrier'.

The neighbouring landowners second concern is in relation to the proposed concrete driveway being used as a thoroughfare between the residence and existing rural industry business, and the noise from any additional traffic, which will be in proximity to bedrooms.

The applicant has proposed this sealed driveway to address historical drainage issues, and it is anticipated that this access will primarily only be used for private access by the applicant and not by clients to the existing rural industry business.

It is acknowledged that the current zoning of Lots 10 and 12 is anomalous given the size and use of these properties, therefore it is recommended that potential rezoning of these lots, along the lines of Rural or Composite Industry, be investigated as part of the Local Planning Strategy and Scheme Review processes.

It is also noted that if the proposed development was within the Rural Composite, Composite Industry or Rural Living zones it would comply with required side setback distances.

The storage of personal items within the Shire's road reserve is not supportable and the applicant has therefore been advised that all personal items must be relocated to within the property bounds.

Due to the constraints in developable land for a dwelling on the site, inappropriate zoning and the various screening provisions to address overlooking issues, it is recommended that the application is approved with conditions.

ATTACHMENTS

Attachment 1 – Proposed plans and submission

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council approves the planning application for a Single Dwelling at Lot 10 Weaver Plain Road, 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. Privacy screening is to be permanently affixed in a position that prevents overlooking into the adjoining property;
3. Vegetation screening is to be instated in accordance with the approved plan;
4. All stormwater is to be contained onsite and disposed of to the satisfaction of the Shire;
5. All items currently within the road reserve are to be relocated to within the property.

MOTION

Cr K Wright moves that Council approves the planning application for a Single Dwelling at Lot 10 Weaber Plain Road, 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. Privacy screening is to be permanently affixed in a position that prevents overlooking into the adjoining property;
3. Vegetation screening is to be installed in accordance with the approved plan;
4. All stormwater to be disposed of to the satisfaction of the Shire
5. All items currently within the road reserve are to be relocated to within the property.

COUNCIL DECISION

Minute No. 10396

Moved: Cr G Taylor

Seconded: Cr S Cooke

That Council approves the planning application for a Single Dwelling at Lot 10 Weaber Plain Road, 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. **Privacy screening is to be permanently affixed in a position that prevents overlooking into the adjoining property;**
3. **Vegetation screening is to be installed in accordance with the approved plan;**
4. **All stormwater to be disposed of to the satisfaction of the Shire**
5. **All items currently within the road reserve are to be relocated to within the property.**

Carried 8/1

**For: Cr J Moulden, Cr D Learbuch, Cr K Wright, Cr B Robinson, Cr D Spackman,
Cr S Cooke, Cr G Taylor, Cr G King**

Against: Cr R Dessert

23 February 2014

The Fysh Family
PO Box 150
KUNUNURRA WA 6743

Phone – 0408 051 052

Email – gifyshgraderhire@activ8.net.au

Dear Bernard Smith- Building Surveyor

**Proposed building of home for Fysh Family – (Graham, Julie, James and Vienna).
King Location 289/Lot 10 Weaber Plain Road, KUNUNURRA WA 6743**

The Fysh family wish to propose to build a new home on King Location 289/Lot 10 Weaber Plain Road, Kununurra. The Fysh family request to construct a new 4 x 2 home where the existing 3 x 1 house that was built in 1972 sits today.

The current house is built on a slight rise with 3 steps on stumps. The stumps are 600mms above ground level. The new home will be on ground level. The Fysh family wish to move the old 3 x 1 house and replace with a new 4 x 2 home.

On the current new home plans, the bedrooms of the home will be approx. 10 ½ metres from the south side existing neighbouring boundary. The verandah will be approx. 7 ½ metres from the south boundary and the carport will be moved off the existing boundary and moved back approx. 4 metres. Taking privacy into consideration, the carport will then be opposite the neighbouring shed and not on the boundary of property as it is at the moment. This will give each property that extra privacy we all desire.

When building the new home, we have also looked into the drainage problem to adjoining south boundary. The wet season leaves a pondage effect and this will not be an issue to either property once we have finished the build. The Fysh family realises the existing land for building is not vast and trying to set it to an acceptable distance for both parties.

Along the existing south side fence, as it stands today, we have some ideas for when the new home is built for privacy along this fence line. To overcome this situation, our thoughts are: lattice work with a climbing plant as our view today is doneg accommodation on the fence line of neighbouring property. Also other ideas are above ground garden bed/pots, a water tank for appropriate screening. The reason for looking at privacy issues along the current fence is due to our current neighbour's request. This is the first request we have received from our neighbours. For this to happen, the construction of the new home needs to be complete before we can start on the requested screening along the fence line.

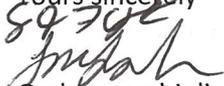
The Fysh family have also had the land surveyed from Whelan's for the best positioning of the new larger home that we are proposing to build. The new 4x2 home will have larger dimensions than the existing 3 x1 house. We have discussed this matter with Sharon McLaughlin and Bernard Smith. Hence this letter and now we are awaiting shire approval.

We have taken into consideration with our proposed living areas and placed our outdoor living to the north side of the new proposed home. The neighbouring property living area is situated on the southern side of their home. The Fysh family feel this gives ourselves and neighbour added privacy that is important to all parties.

The Fysh family requests a written response from the Shire Council for the new proposed 4 x 2 home plan to be approved.

Thank you for your time and consideration and the Fysh family is looking forward to a written response to this proposal.

Yours sincerely


Graham and Julie Fysh

King Location 289/Lot 10 Weaber Plains Road Application for a single dwelling.

The purpose of this document is to provide further information to the Shire of Wyndham East Kimberley regarding the proposed building of a new dwelling on Lot 10 Weaber Plains Road as requested by the Shire on 6 March 2014.

This information will allow the Shire of Wyndham East Kimberley to consider a variation to the development standards as per clause 5.5 of Town Planning Scheme No.7 (TPS7)

5.5.1 Except for development in respect of which Residential Planning Codes apply, if a development is the subject of an application for planning approval and does not comply with a standard or requirement prescribed under the scheme, the Council may, despite the non-compliance, approve the application unconditionally or subject to such conditions as the local government thinks fit.

History

In 1972 the West Australian Government built two dwellings side by side on the land which now forms Lots 10 and 12 Weaber Plains road to provide accommodation for Watermen, staff who were employed by the Water Corporation to maintain the Ord Valley irrigation channels. The buildings were owned and managed by the Government Employees Housing Authority. The land was subdivided to be sold in 1993-94 as approved by DOLA and the Shire of Wyndham East Kimberley.

*Please refer to documents A, B, C & D (Letters and plans)

The subdivision of the land into two separate blocks followed a line between the two existing utility sheds belonging to each house. This then created unusual shaped blocks with the sheds being 1.2 metres and 850mm from the boundary and the Lot 10 dwelling being 14metres from the boundary. As such the subdivision did not comply with the conditions of TPS7 Rural Agriculture 1 which required a 20 metre setback from all boundaries. The Shire of Wyndham East Kimberley has acknowledged the current dwelling on Lot 10 does not comply with this requirement however it has non conforming use rights and was originally approved by the Shire in 1994.

The proposal to demolish the existing 2.5 bedroom dwelling on Lot 10 and erect a new single dwelling will not allow compliance with 20 metre boundary requirements as dictated by zoning Rural Agriculture 1 as the size of the pre existing approved block does not allow this.

In order for the Shire to be satisfied that the variation on Lot 10 will adhere to conditions 5.5.3 of TPS7, the following plans and steps have been undertaken:

The existing boundary shed will be demolished and a new carport will be erected at a distance of 3.5m from the boundary, hereby allowing a greater degree of separation and privacy for the neighbouring shed and house.

The new dwelling will have a verandah on the south side of the building facing the neighbouring block at a distance of 7.5m from the boundary. The 3m verandah will then place the living quarters 10.5m from the boundary. The verandah will be fitted with heavy screens to limit visibility along its entire length so as to afford a further degree of privacy for the occupants of the neighbouring dwelling

*Please refer to document D & E (Ziptrak Screens) 1 & 2 House screen & garden Screen

The existing dwelling is on stumps on a slight rise and is 600mm above ground. The proposed dwelling will be built at ground level on a concrete pad which will have the advantage of lowering the line of sight into the neighbour's property thereby allowing both parties greater privacy.

A 1.5m colourbond fence currently divides the two properties this structure complies with requirements for fencing and is an effective screen between the properties. This structure will not be removed or altered.

A water tank will be placed strategically along the common fence line to prevent a view into the neighbour's yard at one end of the neighbours donga's situated along their fence line.

*Please refer to document F (Rainwater tanks)

A garden will be established on the common boundary to allow screening type plants to grow and afford privacy for both parties.

The proposed dwelling has been architecturally designed to have a North facing aspect and therefore most of the living and lifestyle will occur on the Northern side of the dwelling facing away from the neighbouring house. The occupants have contrived to ensure that very little activity will occur on the South side of the dwelling other than entrance and exit to the carport and as a thoroughfare to the larger work area of Lot 10.

It is understood the neighbouring house has a southerly aspect with the living and indoor and outdoor entertainment areas facing the South and therefore facing away from the current and proposed new dwelling.

It is anticipated that these measures will therefore comply with 5.5.3 of TPS7 that

- (b) The non-compliance will not have an adverse effect upon the occupiers or users of the development, the inhabitants of the locality or the likely future development of the locality;

Further; as the properties are on a slope, stormwater runs down the slope and has the potential to pond under the existing fence line. It is proposed that a cement access road will run from the front of Lot 10 to the back of the block and will form a natural water course for water to flow and drain away naturally on the lower slope of Fysh's block

The applicants have consulted with Horizon Power and have been advised as to the correct procedure for installing the power supply line underground to Lot 10 to comply with current legislation for the erection of new structures. Horizon Power have indicated the existing arrangement for Overhead Power supply to lot 12 will remain in place.

*Please refer to document G (Horizon Power Pillar installation)

*Note 1. Further discussion will be conducted to ensure the supply of power to Lot 12 is not conducted from Lot 10

These plans therefore "would be consistent with the orderly and proper planning of the locality and preservation of the amenities of the locality" as per 5.5.3 (a) of the TPS7.

The application to build a new dwelling on Lot 10 is based on the condition and utility of the existing dwelling. The small asbestos and timber house was built in 1972. It is in poor condition and requires considerable ongoing maintenance to keep it occupiable. The Fysh family have considerable concerns for the health and a safety of their family as the house is made of asbestos and is therefore a constant source of potential illness particularly as the structure ages.

The occupants wish to remove the asbestos dwelling and build a safer structure using Hebel Building Blocks which will have the added advantage of a greater degree of stability as the existing structure "moves" in the high wind the area experiences. Further the building will provide a greater degree of insulation creating a more comfortable and economical lifestyle for the family.

The existing dwelling has two reasonable sized bedrooms and a smaller third room which is inappropriate for use as a bedroom due to its small size and is currently used as storage.

The Fysh family have an 8 year old boy and a 6 year old girl who currently share the second bedroom. This is not a suitable arrangement and will become even more compromising as the children grow. The proposed new dwelling will incorporate a bedroom for each child and a larger living space for all occupants and will therefore be in tune with current standards of living in Kununurra.

The proposed dwelling will not encroach on the neighbours land nor will it extend outside the existing boundaries of Lot 10. The purpose of the structure has not changed; it will continue to serve as accommodation only and will not be used for commercial purposes. It will therefore comply with TPS7 5.5.3 (c) the spirit and purpose of the requirement or standard will not be reasonably be departed from thereby.

It is understood by Mr and Mrs Fysh and the Shire of Wyndham East Kimberley that the land in debate had already been subdivided and approved by both DOLA and the Shire of Wyndham East Kimberley which meant the original objective of

5.18 Rural agriculture 1 zone, 5.18.1

(a) that the land be retained for extensive agriculture and/or horticulture. The land shall be retained in viable farm sized lots to prevent subdivision and subsequent loss of this limited resource, was contravened to some extent.

However, the subdivision allowed the occupants of each dwelling to remain living in the region adjacent to their rural land holdings and therefore allowed them to continue in the activity of making a living in an agriculture or rural fashion.

The proposed dwelling will not create a further subdivision or create the loss of farming resources so it will not further contravene the Rural Agriculture 1 Zone objective. Further it will allow the Fysh family to reside on the land which supports their storage shed and machinery for their rural based business. This will allow them security and long term opportunities to work and contribute to the social and economic life of Kununurra by educating their children in the town, buying locally, working and improving infrastructure of the region and providing employment to others.

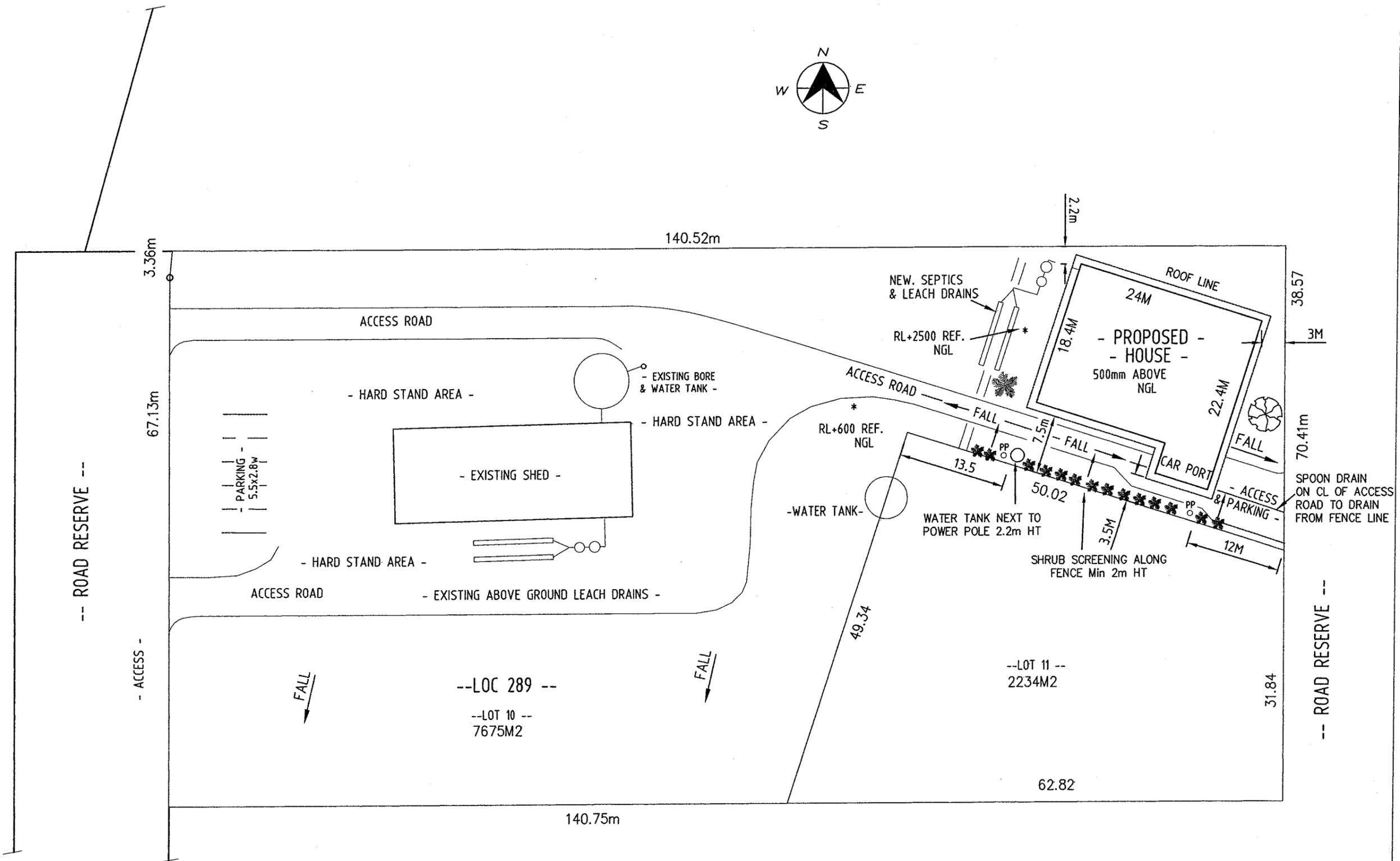
The Fysh family therefore respectfully request the Shire consider observing TPS7 5.5 that the
"Council may, despite the non-compliance, approve the application unconditionally or subject to such conditions as the local government thinks fit."



Mr and Mrs Graham and Julie Fysh
8 March 2014

Please find attached documents A-H as mentioned in this letter and documents 1-2 as requested by Planning Officer – Ellie Davidson

WEABER PLAIN ROAD



DO NOT SCALE - IF IN DOUBT ASK

D.R. READ YMB Aust. P.O. BOX 348 KUNUNURRA, WA 9743 TELEPHONE 08-91691632 FAX 08-91691630 MOBILE 0408-353728 EMAIL dread@agn.net.au				SCALE 1:500		NORTHERN DESIGN CONSULTANTS	
DRAWN BY DR	DATE 05-08-13	CONTRACT NO.	TITLE PROPOSED HOUSE FOR GRAHAM & JULIE FYSH LOT 10 WEABER PLAIN ROAD KUNUNURRA FLOOR PLAN		PROJECT SECTION		
CHECKED SENIOR DRAFTSMAN	APPROVED PROJECT ENGINEER	EQUIPMENT NO.	DRG. NO. GJF-WPR-001		REV. B		
APPROVED CLIENT DEPARTMENT	MADE CKD	APP A3	SHT 1 OF 1		REFERENCE DRAWING TITLE		
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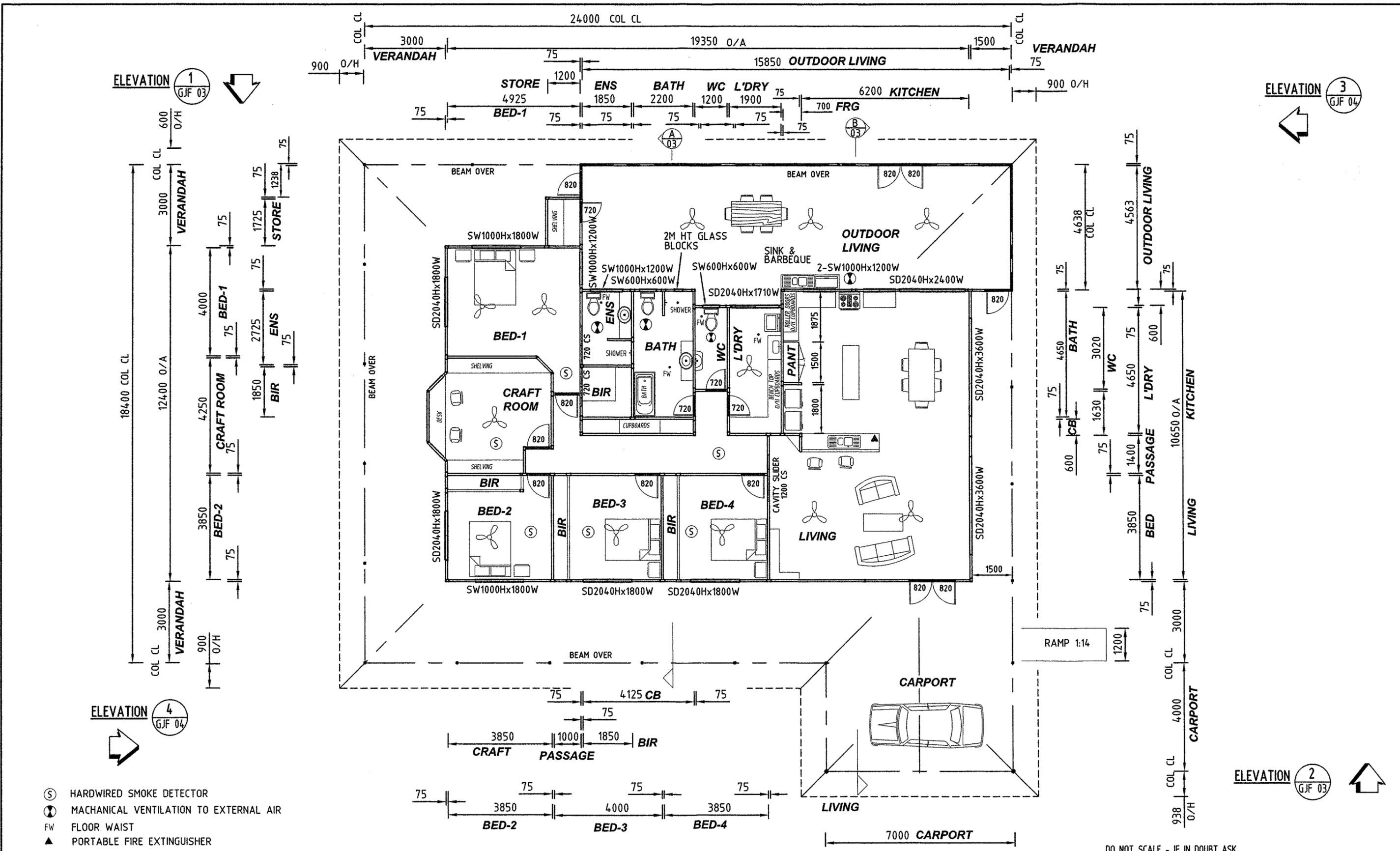
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GJF 03

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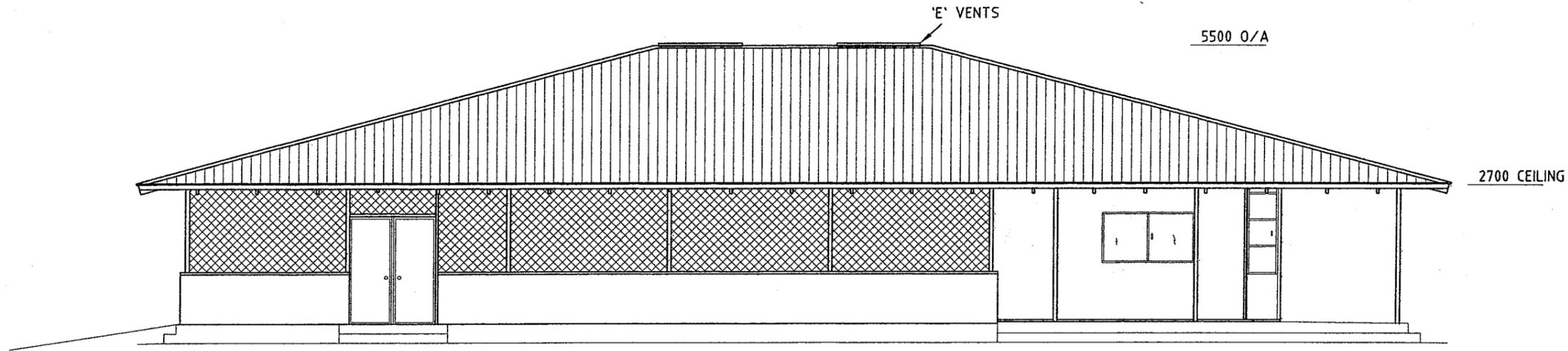
ELEVATION 2
GJF 03

- Ⓢ HARDWIRED SMOKE DETECTOR
- Ⓜ MECHANICAL VENTILATION TO EXTERNAL AIR
- FW FLOOR WAIST
- ▲ PORTABLE FIRE EXTINGUISHER

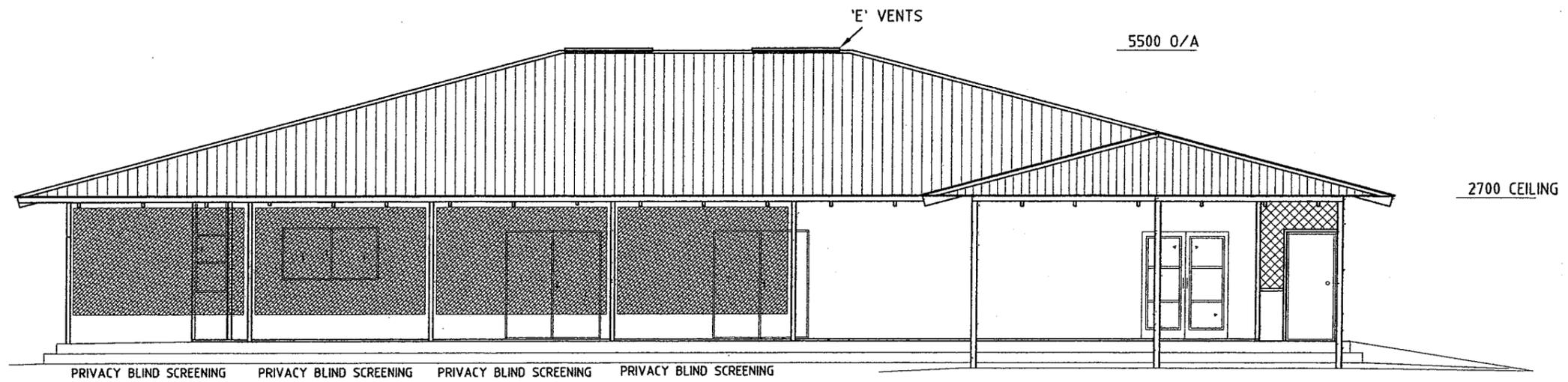


DO NOT SCALE - IF IN DOUBT ASK

				D.R. READ P.O. BOX 348 KUNUNURRA, WA. 6743 TELEPHONE 08-91691632 FAX 08-91691630 MOBILE 0408-353728			SCALE 1:125		NORTHERN DESIGN CONSULTANTS		
				DRAWN BY DR DATE 03-11-13 CHECKED DR PROJECT ENG APPROVED			CONTRACT NO. EQUIPMENT NO.		TITLE PROPOSED HOUSE FOR GRAHAM & JULIE FYSH LOT 10 WEAVER PLAIN ROAD KUNUNURRA FLOOR PLAN		
XXXX REFERENCE DRAWING TITLE				XXXX-X-XXX DR DR ISSUED FOR APPROVAL XXXXXX			PROJECT SECTION X		DRG. NO. GJF-WPR-002 SHT 1 OF 1 REV. A		
REV	DATE	REVISIONS	MADE	CKD	APP						



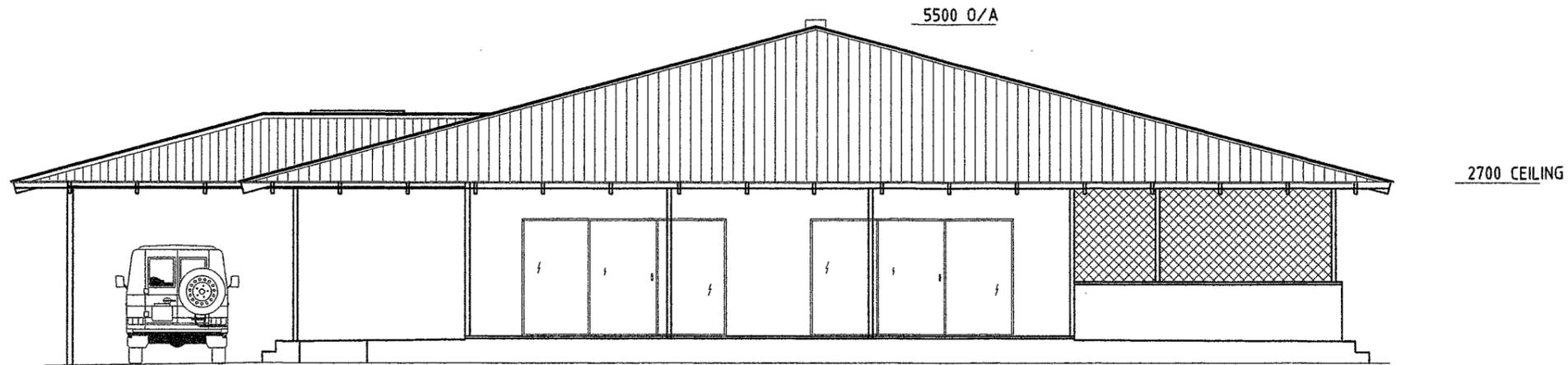
ELEVATION 1
NORTH ELEVATION GJF 02



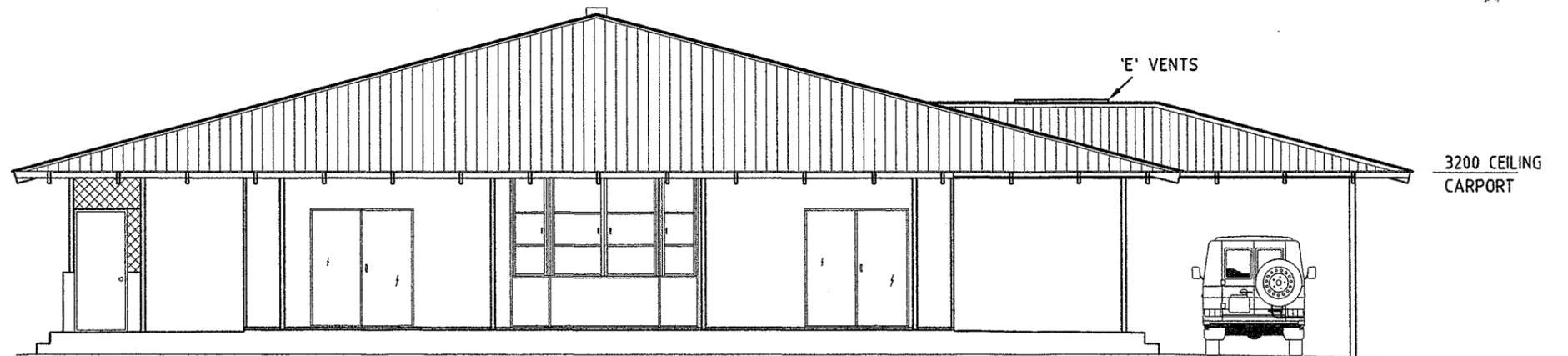
ELEVATION 2
SOUTH ELEVATION GJF 02

DO NOT SCALE - IF IN DOUBT ASK

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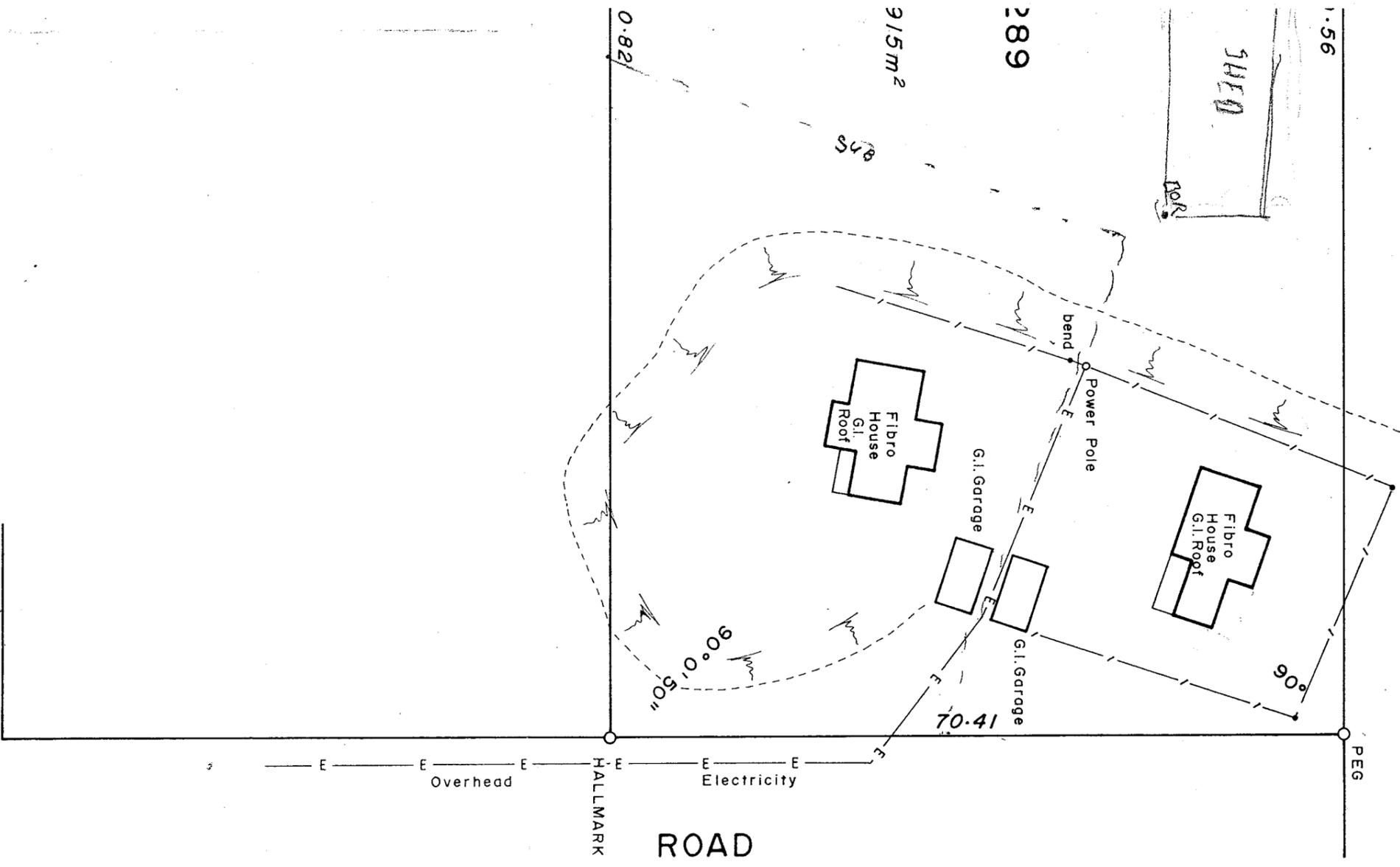
ELEVATION 3
WEST ELEVATION GJF 02



ELEVATION 4
EAST ELEVATION GJF 02

DO NOT SCALE - IF IN DOUBT ASK

				D.R. READ P.O. BOX 348 KUNUNURRA, WA. 6743			SCALE 1:100		NORTHERN DESIGN CONSULTANTS		
				TELEPHONE 08-91691632 FAX 08-91691630 MOBILE 0408-353728	DRAWN BY DR CHECKED DR PROJECT ENG APPROVED	DATE 03-11-13	CONTRACT NO. EQUIPMENT NO.	TITLE PROPOSED HOUSE FOR GRAHAM & JULIE FYSH LOT 10 WEAVER PLAIN ROAD KUNUNURRA ELEVATIONS		PROJECT SECTION X ORG. NO. GJF-WPR-004 REV. A	
XXX	XXX-X-XXX	A	03-11-13	ISSUED FOR APPROVAL	XXX	XXX	XXX				
REFERENCE DRAWING TITLE	DRG. NO.	REV	DATE	REVISIONS	MADE	CKD	APP	A3			SHT 2 OF 2



C.T. Vol. 1782 Fol. 395
 Registered Proprietor : GOVERNMENT EMPLOYEES
 HOUSING AUTHORITY

PREPARED FOR
 Mr. Les Jackson

 WARREN F JOHNSON & CO SURVEYORS, TOWN PLANNERS AND CIVIL ENGINEERS		SCALE 1 : 500		DRAWN F. D'Orazio COMPUTED REF. No J 283 - WY/603	CHECKED ✓ <i>M. S. Johnson</i>	PLAN No B 1351 REV
		DATE 05 - 10 - 93				
20 Bowman Street, SOUTH PERT Phone 474 334						

ROAD

PLAIN

WEABER

DRAIN

ROAD

293

140.56

CONC. POST
36
95° 8' 10"
5/74° 51' 10"

51

289

67.13

9915m

90°

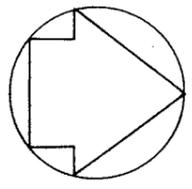
PEG

140.82

ROAD

Shire of Wyndham East Kimberley

KUNNURRA
RESURVEY OF KING LOCATION 289



PI



WARREN F. JOHNSON & CO.
Surveyors, Planners, Civil & Structural Engineers

Our Ref: F109-WY/613

22 December 1994

Mr G Fysh
Graham Fysh Grader Hire
PO Box 150
KUNUNURRA WA 6743

Dear Sir

**SUBDIVISION OF KING LOCATION 289
WEABER PLAIN ROAD - KUNUNURRA**

The diagram of survey for the subdivision of King Location 289 has been lodged at the Office of Titles. The registered number of the diagram is 88301.

We have forwarded the clearance from the Shire of Wyndham East Kimberley to the Department of Planning and Urban Development.

The diagram of survey should be placed in order for dealings early in the New Year. We shall keep you advised.

Yours sincerely

Warren Johnson

WARREN F JOHNSON & CO

WFJ;lm/6939

Encl: copy of diagram of survey

LAND DESCRIPTION

KING LOC 289

LOCAL AUTHORITY : SHIRE OF WYNDHAM - EAST KIMBERLEY
 LOCALITY : KUNUNURRA

LIMITED IN DEPTH TO 12.19 METRES

FIELD BOOK

VOLUME 1977
 FOLIO 727

TOTAL AREA
 9915 m²

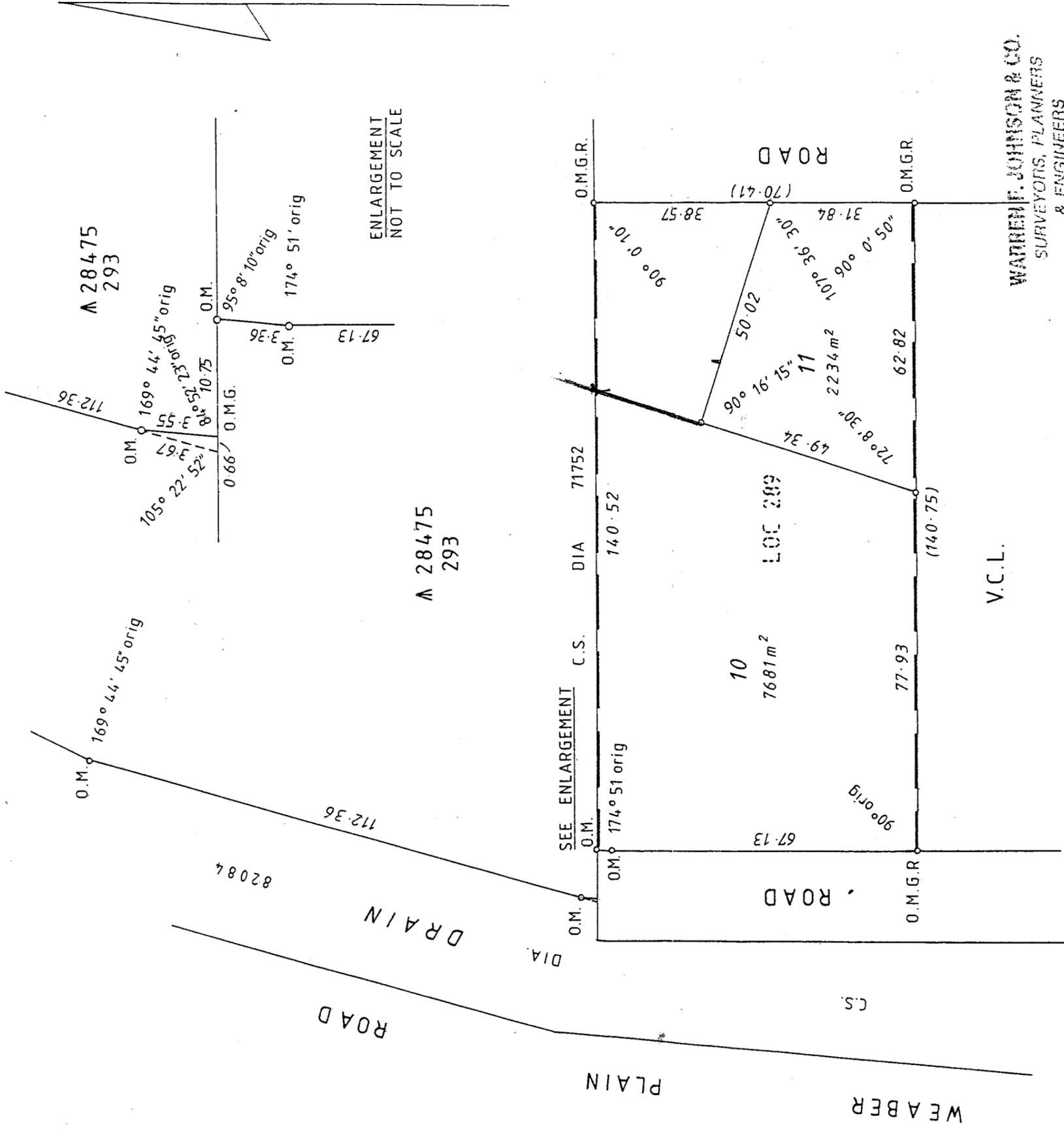
CERTIFICATE OF TITLE

PLAN
 DIAGRAM C.S. DIA 71752
 INDEX PINCOMBE RANGE NW (25)
 PUBLIC

ON

CERTIFICATE OF TITLE

FIELD BOOK



WARRENT. JOHNSON & CO.
 SURVEYORS, PLANNERS
 & ENGINEERS
 P.O. BOX 682
 SOUTH PENTH 6151

SURVEYOR'S CERTIFICATE

REG 54: I Warren F. Johnson
 hereby certify that:
 (a) this plan of survey is a correct and accurate representation of the survey carried out by me personally/under my own personal supervision, inspection and field check, and recorded in field books lodged for the purposes of this plan of survey;
 (b) the measurements are in strict accordance with the Licensed Surveyors (Guidance of Surveyors) Regulations 1961 and in particular regulations 23 and 34 of those regulations; and
 (c) this survey and this plan of survey are in strict accordance with the requirements of the Licensed Surveyors (Guidance of Surveyors) Regulations 1961 and the relevant law in relation to which it is lodged.

W. F. Johnson
 Licensed Surveyor
 Date 21-12-94
 Licensed Surveyor Date

APPROVED BY STATE PLANNING COMMISSION

FILE 91609
 For Chairman

LODGED

DATE
 FEE PAID
 ASSESSMENT NO

EXAMINED

DOCKET PLAN/DIAGRAM
 CERTIFIED CORRECT
 F.S.C. No.

SCALE 1:1000

ALL DISTANCES ARE IN METRES

IN ORDER FOR DEALINGS

SUBJECT TO
 APPROVED
 Date



OFFICE OF TITLES
 DIAGRAM

88301

Mr G. D. Fysh
P.O. Box 430
KUNUNURRA WA 6743

Fax: 091 682218

27 September 1993

Mr Paul Rutherford
GEHA
Hyatt Centre
87 Adelaide Terrace
PERTH WA 6000

Dear Mr Rutherford,

By way of this letter, I am requesting permission for right of entry to Lot 289
A/B Weaber Plains Road, Kununurra.

I have today finalized all paperwork associated with the purchase of the above
property with final settlement set down for 7th October 1993.

I accept the responsibility of upkeep and insurance on the above property if my
request for right of entry is granted.

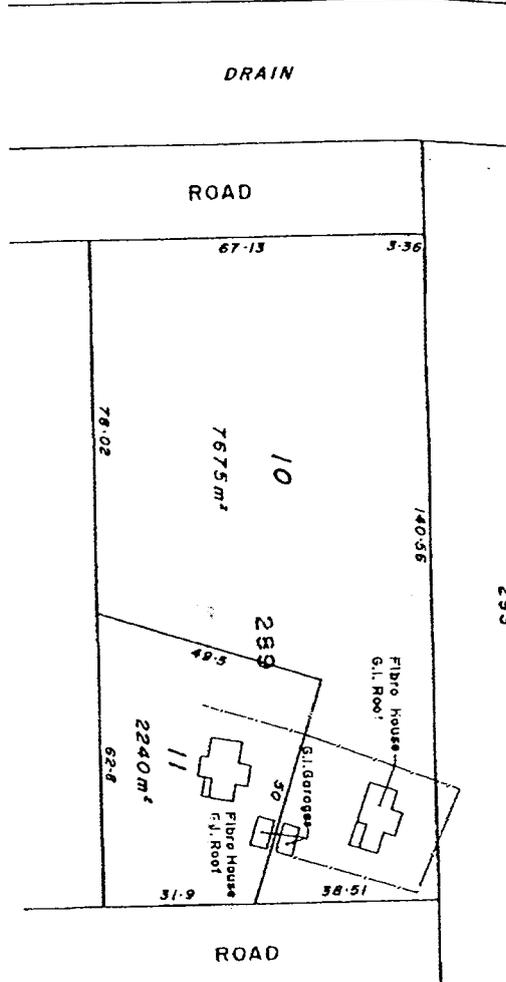
Yours faithfully,



G. D. Fysh

Document D

WEABER PLAIN ROAD



THIS IS A REDUCTION

Shire of Wyndham East Kimberley

KUNNURRA
PROPOSED SUBDIVISION OF



WARREN F JOHNSON & CO
SURVEYORS, CIVIL ENGINEERS AND ESTATE AGENTS

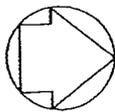
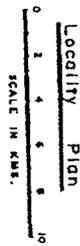
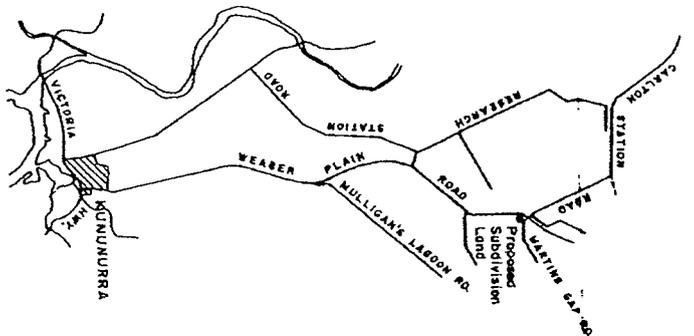
20 Bowman Street, SOUTH PERTH
Phone 4743340

Graham Fysh Groder Hire

PREPARED FOR

DATE

A 2774



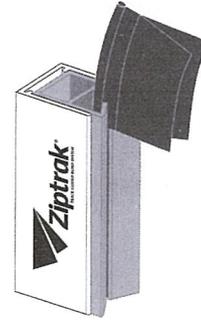
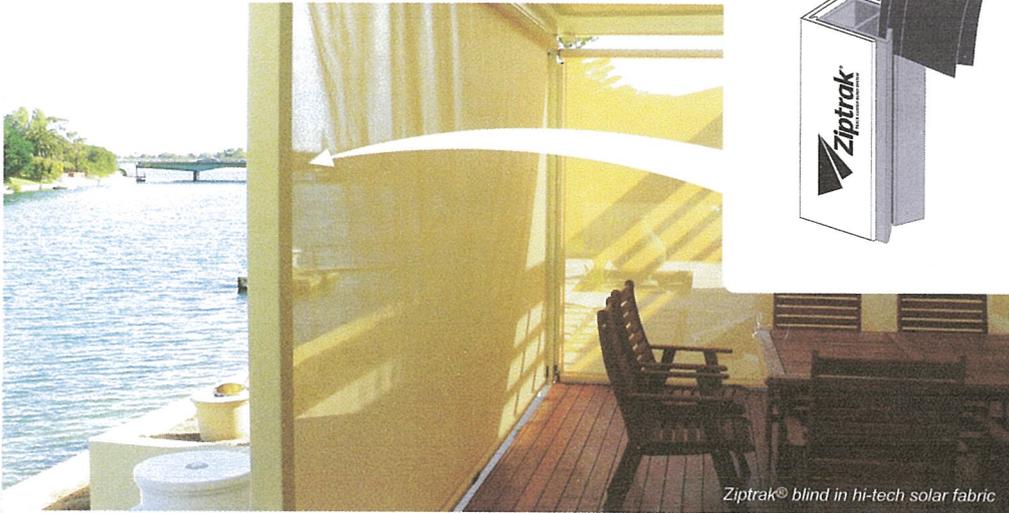
Subject to Survey
Req. Prop. - Graham Fysh
Certificate of Title to Issue.
D.P.U.D. File No 91609

REF: N° F109-WV/613	SCALE: 1:1000
DATE: 27-10-93	
DATE: 27-10-93	

Simply the best track guided blind system.



Document E&F



Easy-to-use

Ziptrak® track guided blind system locks your blind fabric into special tracks, with no gaps at either side to secure against flapping.

Its quick and easy 'pull-down, push-up' action takes out all the hard work of regular blinds and leaves you with an elegant blind that enhances the look and feel of your home or business.

Versatile

Whatever the style of your residence or business, Ziptrak® has a solution for you:

- clear or tinted PVC protects outdoor areas all year round from wind and rain
- hi-tech solar fabric provides sun and UV protection
- a large range of quality fabrics and materials that guarantee strength and wind resistance
- manual or motorised operation
- the taut, flat surface is ideal for corporate signage
- customised Ziptrak® pelmets give added protection and a premium look



Extensive range of colours in quality fabrics

Discover a simpler way to shade and protect your outdoor way of life.



Fully enclosed Ziptrak® pelmet



Clear PVC material

Going Green

Cut down on energy use by:

- keeping areas warmer in winter and cooler in summer
- Ziptrak®'s electric motors will soon be solar powered to help reduce your global footprint - please ask us for more information!

For information: Please call your authorised Ziptrak® dealer. Ziptrak® blinds can only be sold through authorised Ziptrak® Dealers.

Ziptrak® Dealers are carefully chosen for their integrity and quality workmanship to ensure customer satisfaction.

For Ziptrak® fabricators, components can be purchased at Ziptrak Pty Ltd, Adelaide and Nolan.UDA Pty Ltd:

Ziptrak Pty Ltd
www.ziptrak.com.au

Adelaide +61 (8) 8377 0065
ziptrak@ziptrak.com.au

Nolan.UDA Pty Ltd
www.nolanuda.com.au

Adelaide +61 (8) 8260 1055
sales.adelaide@nolanuda.com.au

Brisbane +61 (7) 3387 8500
sales.brisbane@nolanuda.com.au

Darwin +61 (8) 8981 1555
sales.darwin@nolanuda.com.au

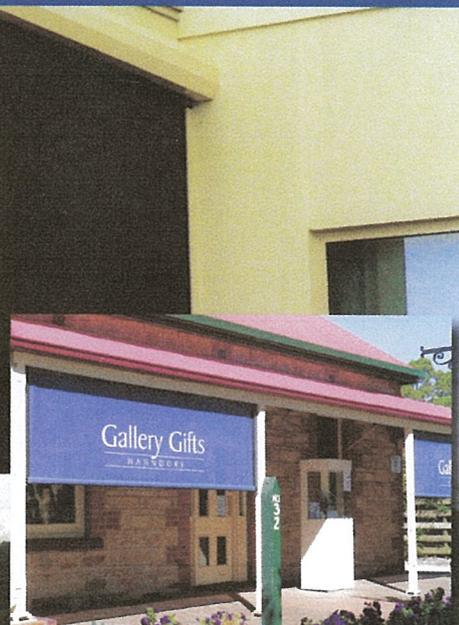
Melbourne +61 (3) 9545 5588
sales.melbourne@nolanuda.com.au

Newcastle +61 (2) 4957 7766
sales.newcastle@nolanuda.com.au

Perth +61 (8) 9376 2666
sales.perth@nolanuda.com.au

Sydney +61 (2) 9669 3333
sales.sydney@nolanuda.com.au

The solution is simple.



- **NO ZIPS**
- **NO ROPES**
- **NO STRAPS**
- **NO BUCKLES**



What makes the Ziptrak® track blind system so EASY and AMAZING?

Pull down and push up! It's that EASY to protect yourself from the elements with Ziptrak® track guided blind system.

For sun, wind, rain and UV protection, choose the fabric that you need:

- hi-tech quality solar fabrics,
- PVC tinted, or
- PVC clear.

Specially designed tracks on both sides of the blind enable the fabric to glide smoothly and easily - stopping anywhere you want!

Ziptrak® blinds can be secured and locked in the down position to guard against high winds and UV – no zippers or buckles required, it's that simple.

- Easy-to-use
- Versatile
- Environmentally Friendly
- Manual or motorised





RAIN WATER TANKS

TANK SIZE		TANK DIMENSIONS			RETAIL PRICING	
LITRES	GALLONS	DIAMETER	WALL HEIGHT	TOTAL HEIGHT	EX GST	INC GST
1600	350	1220	1520	1720	\$ 870.00	\$ 957.00
2300	500	1720	1230	1330	\$ 920.00	\$ 1012.00
3000	650	1440	2030	2260	\$ 1100.00	\$ 1210.00
4500	1000	1830	1900	2120	\$ 1400.00	\$ 1540.00
5400	1200	2000	1910	2190	\$ 1500.00	\$ 1650.00
8000	1800	2350	1920	2200	\$ 2250.00	\$ 2475.00
9000	2000	2570	2050	2300	\$ 2300.00	\$ 2530.00
13500	3000	2920	2240	2460	\$ 2800.00	\$ 3080.00
22000	5000	3530	2440	2670	\$ 3535.00	\$ 3888.50
27000	6000	3940	2510	2800	\$ 4240.00	\$ 4664.00

Prices are current as at the 15.01.2014 and are subject to change without notification.



www.ordco.com.au

ORD RIVER DISTRICT CO-OP
 Cnr Weaber Plain and Mills Road
 Kununurra WA 6743
 Ph: 9168 2255

Monday - Friday
 7.00am - 4.00pm



WARNING
BEWARE OF UNDERGROUND SERVICES

The location of underground cables are approximate only and their exact position should be checked on site. No guarantee is given that all existing cables and services are shown. Locate all underground cables and services before commencement of work. Refer to Worksafe Regulation 3.21.

DIAL 1100
BEFORE YOU DIG

TRANSFORMER (T) (NEW) (T) (EXISTING)

SWITCHGEAR (S) (NEW) (S) (EXISTING)

PILLARS (P) (NEW) (P) (EXISTING)

CADASTRE (C) (NEW) (C) (EXISTING)

UNIVERSAL (U) 200AMP WALL MOUNT

MINI (M) 100AMP WALL MOUNT

LV FRAME / FEEDER PILLAR (F) CUSTOMER MSB

CABLE TERMINATION (C) (NEW) (C) (EXISTING)

CARRIERS (CA) (NEW) (CA) (EXISTING)

POLES (P) (NEW) (P) (EXISTING)

DUCT (D) (NEW) (D) (EXISTING)

AERIAL LAMP (AL) (NEW) (AL) (EXISTING)

UNMETERED SUPPLY PIT (USP) (NEW) (USP) (EXISTING)

STAY (S) (NEW) (S) (EXISTING)

STREET LIGHTS

50W MVL (50) (NEW) (50) (EXISTING)

80W MVL (80) (NEW) (80) (EXISTING)

125W MVL (125) (NEW) (125) (EXISTING)

150W HPS (150) (NEW) (150) (EXISTING)

250W HPS (250) (NEW) (250) (EXISTING)

Install new Mini Pillar in Sth East Front corner of Lot 10.

Connect to Pole 466560 via approx 18m of 25mm2 LV Cable.

Install cable toward Stay to avoid Damage to vegetation

OH Service to remain to supply Neighbours on Lot 12 unless otherwise arranged *Note 1.*

TITLE – Pillar Installation – Lot 10 Weaber Plain Rd Kununurra

Customer: Graham Fysh

Contact: Graham Ph: 9168 2751

Electrical: Craig Jolly Ph: 0429 115 346

Scale : NTS

Drawn : D Keating

Date : 18/02/2014

REVISIONS

Map Ref -

HORIZON POWER

HORIZON POWER

Drg No. – EKP0107

Rev

0

Note 1

13.4.6 Strategic Community Plan Review

DATE:	29 April 2014
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	N/A
AUTHOR:	Wayne Richards, Acting Director Community Development
REPORTING OFFICER:	Wayne Richards, Acting Director Community Development
FILE NO:	CM.10.3

PURPOSE

For Council to endorse the review process for the 10 Year Strategic Community Plan.

BACKGROUND

At the 11 March and 8 April briefing sessions, items were presented to Council regarding the proposed review process for Council's 10 Year Strategic Community Plan. The final Strategic Community Plan 2012-2022 was endorsed by Council at the February 2013 OCM however to bring the review process into line with legislative deadlines and the budget review process, a review of the plan was scheduled to be completed by 30 June 2014.

The Strategic Community Plan requires a minimum of a desktop review every two years and a full review to be conducted every 4 years. Advice was sought on the legislative requirement for community consultation for this review.

Advice received from the Department of Local Government and Communities:

"If it is likely that the Strategic Community Plan will be updated as a result of changes in the region and/or Council priorities, then Council will be required under the regulations, to engage with the community. For example, if significant funding had been received in the last 2 years by the Shire for educational / vocational programs for Indigenous people in the region, then the strategy 2.5.2 may need to be changed or an additional strategy around provision of educational programs added. In this case, there would need to be some sort of engagement with the community. This engagement needs to be commensurate with the changes being suggested. Engagement around adding or changing a strategy would be different to engagement related to changes of an objective."

STATUTORY IMPLICATIONS

The Department of Local Government's Integrated Planning and Reporting Framework specify that a Shire's Strategic Community Plan is to receive at a minimum, a desktop review every two years. A full review must be conducted every four years.

If changes to the plan are required, Council is required under Regulation 19C (9) of the Local Government Administration Regulations (as copied below), to engage with its community.

(9) A local government is to ensure that the electors and ratepayers of its district are consulted during the development of a strategic community plan and when preparing modifications of a strategic community plan.

POLICY IMPLICATIONS

CP GOV – 3100 Community Engagement Policy.

Council's objectives for community engagement are:

- To use the community's input to assist in making more informed and sustainable decisions;
- To make clear the nature of decisions that will involve community participation;
- To make clear any matters that are non-negotiable and why;
- To learn from and build on previous relevant community engagement conducted;
- To use engagement methods that are inclusive, flexible and appropriate to those participating;
- To facilitate mutual understanding between groups and individuals with differing perspectives and interests;
- To build positive relations between Council and all sections of the community.

FINANCIAL IMPLICATIONS

There is no specific budget allocation for the review of the Strategic Community Plan. There may be a small financial cost associated with community consultation and advertising yet this can be covered under the existing integrated planning and community development budgets.

STRATEGIC IMPLICATIONS

The Strategic Community Plan states the community's long term (10+ years) vision, values, aspirations, priorities and service expectations. This overarching document then informs the Corporate Business Plan and the long term financial, resource, work force and asset management plans which in turn determine annual budgets.

COMMUNITY CONSULTATION

Any changes to the plan will be advertised and submissions received and considered by Council.

COMMENT

Feedback received from the Department for Local Government and Communities indicate that the amount of community consultation required is dependent on the expected level of change to the Plan.

Factors that may affect the Community Strategic Plan that should be considered:

- The Strategic Community Plan was the first of the required Integrated Plans adopted by Council. The Shire has now had the opportunity to use the Plan and identify strengths and weaknesses of the document and its links with the Corporate Business Plan;
- Since the Plan was adopted by Council, six of nine Councillors have changed;
- Levels of State and Federal grant funding have changed;
- A change in Federal Government;
- A reduction in funding available for both Local Government and the wider Community;

- Development of the EK@25 document;
- The Strategic Community Plan was adopted by Council in February 2013 and has been utilised for a period of 14 months;
- Actions completed in this period against the Community Strategic Plan (report attached) may have impacted on future priorities;
- The first objective in the current Strategic Community Plan is for strong community engagement as it was clear during development of the plan that the community wanted improved two way communications.

The options with regard to reviewing the Strategic Community Plan are:

- Desktop review that identifies minor changes (to strategies only). Changes advertised for public comment, with feedback taken into account. Any changes to the document will require endorsement from Council;
- Broad review utilising a Community Consultation plan.

With the above factors in mind, it is expected that the Strategic Community Plan will require some amendments. A desktop review will identify these and Community comment will be sought prior to amendments being adopted. The risk that this process brings is that if major changes are identified, a more extensive community consultation process must be implemented. It is anticipated that some changes may be required to strategies however unlikely that broader changes will be required.

ATTACHMENTS

There are no attachments associated with this report.

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council:

1. Endorses a desktop review of the Strategic Community Plan 2012-2022 with any changes advertised for public comment;
2. Note that the community feedback will be considered prior to returning the reviewed Strategic Community Plan to Council for adoption.

COUNCIL DECISION

Minute No. 10397

Moved: Cr B Robinson

Seconded: Cr D Learbuch

That Council:

1. **Endorses a desktop review of the Strategic Community Plan 2012-2022 with any changes advertised for public comment;**
2. **Note that the community feedback will be considered prior to returning the reviewed Strategic Community Plan to Council for adoption.**

Carried Unanimously 9/0

13.5 CHIEF EXECUTIVE OFFICER

13.5.1 Use of the Common Seal

DATE:	29 April 2014
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	N/A
AUTHOR:	Andrea Richards, 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 26 March to 29 April 2014.

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

This report aligns with Council's focus on Governance, Goal 1 of Council's Strategic Community Plan.

COMMENT

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

Date of Use	Document
25/03/2014	Deed of Transfer between Airservices Australia and Shire of Wyndham East Kimberley

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 26 March to 29 April 2014.

COUNCIL DECISION

Minute No. 10398

Moved: Cr B Robinson

Seconded: Cr D Learbuch

That Council receives the report on the application of the Shire of Wyndham East Kimberley Common Seal for the period 26 March to 29 April 2014.

Carried Unanimously 9/0

13.5.2 Delegated Authority Report

DATE:	29 April 2014
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	N/A
AUTHOR:	Andrea Richards, 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 March to 31 March 2014.

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 March to 31 March 2014.

COUNCIL DECISION

Minute No. 10399

Moved: Cr K Wright

Seconded: Cr S Cooke

That Council receives the Delegated Authority Report for the period 1 March to 31 March 2014.

Carried Unanimously 9/0

Attachment: Delegated Authority Report

**CERTIFICATE OF DESIGN COMPLIANCE (Form BA03) ISSUED AS THE CERTIFIER FOR THE PERMIT ISSUING AUTHORITY –
01 to 31 March 2014**

APPLIC NO	DATE APPLIC RECD	DATE ISSUED	ASSESS NO.	CERT No	LOCATION	DESCRIPTION
101293	29/01/2014	5/03/2014	A998P	BA6283	Lot 327f, Dusty Rankin Drive, Kununurra	Class 10B Signs
101321	5/03/2014	6/03/2014	A92P	BA6292	King Location 276, Research Station Road,	Class 1QA
73268	5/03/2014	7/03/2014	A1030P	BA6294	110 WEABER PLAIN ROAD KUNUNURRA	Class 10A
101326	11/03/2014	11/03/2014	A628P	BA6305	Lot 274 Lakeside Drive Kununurra	Class 10A
101325	11/03/2014	11/03/2014	A628P	BA6307	Lot 274 Lakeside Drive Kununurra	Class 10A
101319	5/03/2014	14/03/2014	A99P	BA6347	King Location 416, Research Station Road,	Class 10A
101320	5/03/2014	14/03/2014	A49P	BA6350	King Location 416, Research Station Road,	Class 10A
101333	18/03/2014	19/03/2014	A1091P	BA6370	Kimberleyland Holiday Park	Class 10A
101332	17/03/2014	19/03/2014	A1030P	BA6372	Lot 2220 (110) Weaber Plains Rd Hidden Valley Caravan Park	Class 10A

101331	17/03/2014	20/03/2014	A5596P	BA6374	Lot 675 Lake Argyle Road	Class 10A
101330	17/03/2014	20/03/2014	A1091P	BA6376	Kimberleyland Holiday Park	Class 10A
101334	21/03/2014	25/03/2014	A1091P	BA6381	Kimberleyland Holiday Park	Class 10A
101068	4/06/2013	25/03/2014	A3021P	BA6384	Lot 2 Old Darwin Road	Class 1A
101303	11/023/2014	26/03/2014	A240P	BA6392	Lot 1077 Delamere St Wyndham	Class 1A
101339	25/03/2014	27/03/2014	A6092	BA6394	Lot 9 Poincettia Way	Class 8
101338	25/03/2014		A555P		Lot 338 Great Northern Highway Kununurra	Class 1A
101293	29/01/2014	5/03/2014	A998P	BA6283	Lot 327f, Dusty Rankin Drive, Kununurra	Class 10B Signs
101321	5/03/2014	6/03/2014	A92P	BA6292	King Location 276, Research Station Road,	Class 10A

BUILDING PERMITS (Form BA04) ISSUED AS THE PERMIT ISSUING AUTHORITY – 01 to 31 March 2014

LIC#	DATE RECEIVED	DATE LICENCED	OWNER	BUILDER	LOCATION	DESCRIPTION	NEW/ ADD	EST. VALUE	COMMENT / PROCESSING TIME – WORKING DAYS
BAC 017/ 2014	4/03/2014	4/03/2014	Kimberleyland Holiday Park	Owner Builder	Kimberleyland Holiday Park	Annex to caravan	Existing	\$ 10,000.00	2/25 assess days
018/ 2014	29/01/2014	5/03/2014	Guerinoni Super Pty Ltd	Kimberley Air Tours	Lot 327f, Dusty Rankin Drive, Kununurra	Class 10B Signs	New	\$ 10,000.00	3/25 assess days
019/ 2014	5/03/2014	6/03/2014	Delta Santanol PTY LTD	Franmor Constructions	King Location 276, Research Station Road,	Class 1QA	New	\$ 125,000.00	1/25 assess days
020/ 2014	5/03/2014	7/03/2014	Sam Hewitt	Michael Robinson	110 WEABER PLAIN ROAD KUNUNURRA	10A Annex for van	New	\$ 4,000.00	2/25 assess days
021/ 2014	11/03/2014	11/03/2014	Discovery Holiday Parks	Owner Builder	Lot 274 Lakeside Drive Kununurra	10A	Existing	\$ 2,200.00	1/25 assess days
022/ 2014	11/03/2014	11/03/2014	Discovery Holiday Parks	Owner Builder	Lot 274 Lakeside Drive Kununurra	10A	Existing	\$ 1,000.00	1/25 assess days
023/ 2014	5/03/2014	14/03/2014	Delta Santanol PTY LTD	Franmor Constructions	King Location 416, Research Station Road,	Class 10A	New	\$ 125,000.00	3/25 assess days
024/ 2014	5/03/2014	14/03/2014	Delta Santanol PTY LTD	Franmor Constructions	King Location 232, Research Station Road,	Class 10A	New	\$ 125,000.00	3/25 assess days
025/ 2014	18/03/2014	19/03/2014	Kimberleyland Holiday Park	Top End Building Company	Kimberleyland Holiday Park	10A	New	\$ 181,500.00	1/25 assess days

026/ 2014	17/03/2014	19/03/2014	Richard Hewitt	Richard Hewitt Reg No. 7630	Lot 2220 (110) Weaber Plains Rd Hidden Valley Caravan Park	10A	New	\$ 9,000.00	2/25 assess days
027/ 2014	17/03/2014	20/03/2014	Pacific Hydro	Franmor Constructions	Lot 675 Lake Argyle Road	10A	New	\$ 125,000.00	3/25 assess days
BAC 028/ 2014	17/03/2014	20/03/2014	Kimberleyland Holiday Park	Owner Builder	Kimberleyland Holiday Park	10A	Existing	\$ 5,000.00	3/25 assess days
BAC 029/ 2014	21/03/2014	25/03/2014	Kimberleyland Holiday Park	Owner Builder	Kimberleyland Holiday Park	10A	Existing	\$ 10,000.00	2/25 assess days
030/ 2014	4/06/2013	25/03/2014	J C Morris	DE Carpenters Pty	Lot 2 Old Darwin Road	1A	New	\$ 128,865.00	
031/ 2014	11/023/2014	26/03/2014	Mitchell Family Trust	East Kimberley Constructions Pty Ltd	Lot 1077 Delamere St Wyndham	1A	Renovatio ns	\$ 141,000.00	4/25 assess days
032/ 2014	25/03/2014	27/03/2014	Ian and Janet Cross	Owner Builder	Lot 9 Poincettia Way	8	Renovatio ns	\$ 5,000.00	2/25 assess days
033/ 2014	25/03/2014		TFS Properties Ltd	Glendale Homes	Lot 338 Great Northern Highway Kununurra	1A	New	\$ 267,234.00	
034/ 2014	18/03/2011	31/03/2014	Matthew Kibble	Top End Building Company - Matthew Kibble	11 SALACCA LOOP, KUNUNURRA	7B/8 and 4	new	\$ 300,000.00	10/25 assess days

**BUILDING APPROVAL CERTIFICATES (Form BA14) ISSUED AS THE CERTIFIER FOR THE PERMIT ISSUING AUTHORITY
– 01 to 31 March 2014**

APPLIC NO	DATE ISSUED	ASSESS NO.	CERT No	LOCATION	DESCRIPTION
101313	4/03/2014	A1091P	BA6278	Kimberleyland Holiday Park	Annex to caravan

THERE WAS NO REPORTABLE ACTIVITY FOR THE PERIOD – 01 to 31 March 2014 for the following:

- DEMOLITION PERMITS (BA06), 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
- OCCUPANCY PERMITS (Form BA10) ISSUED BY EXTERNAL PERMIT ISSUING AUTHORITIES UNDER BUILDING ACT 2011 S.7(02) RELATING TO PROPERTIES WITHIN THE SHIRE OF WYNDHAM EAST KIMBERLEY
- OCCUPANCY PERMITS – STRATA (BA12)
- BUILDING APPROVAL CERTIFICATES – STRATA (Form BA16)
- CERTIFICATES OF CONSTRUCTION COMPLIANCE (Form BA17)

13.6 ELECTED MEMBER REPORTS

Cr J Moulden

- 27 March 2014 Kimberley Regional Planning Committee, Perth
- 29 March 2014 Kimberley Regional Group Strategic Planning workshop
- 31 March 2014 Rangelands NRM meeting, Ord Land and Water
- 1 April 2014 Liquor Accord meeting
- 7 April 2014 Meeting with Golf Club regarding Commercial Boat Facility
- 9 April 2014 Meeting with Assistant Fire Commissioner, DFES
- 10 April 2014 Meeting with Waterski Club regarding Commercial Boat Facility
- 11 April 2014 Business After Hours
- 14 April 2014 Meeting with Department of Planning regarding Local Planning Strategy and Ramsar

Cr D Learbuch

- 25 March 2014 Breakfast meeting with CRC Kununurra
- 19 April 2014 Interview at Warrangarri Radio on Road Safety and the blessing of our roads for the Road WSE Committee

Cr G King

- 10 April 2014 BFAC meeting

Cr K Wright added an Elected Member report:

Cr K Wright

- 9 April 2014 EKMG Committee Meeting

COUNCIL DECISION

Minute No. 10400

**Moved: Cr S Cooke
Seconded: Cr K Wright**

That Council accepts the Elected Member Reports from 26 March 2014 to 29 April 2014.

Carried Unanimously 9/0

13.7 CHIEF EXECUTIVE OFFICER REPORTS

The Chief Executive Officer attended the following meetings on behalf of Council:

28 March 2014	Meeting with Police Community Relations Officers
31 March 2014	Meeting with Gabi Bloecker, owner of shops 8 & 10 on Banksia and 106 & 114 on Coolibah regarding issues with drainage
1 April 2014	National Assessment Framework for Asset Management workshop
1 April 2014	Kimberley DEMC meeting
3 April 2014	Glenn Jardine, CEO KMG
7 April 2014	Meeting with Golf Club regarding Commercial Boat Facility
7 April 2014	OVE Board meeting
8 April 2014	Beth Hales, East Kimberley Indigenous Coordination Centre regarding safe communities and information on Town Reserves
8 April 2014	Meeting with Sue Cottle, Glenda Harding and Craig Palmer regarding processes (tribunals, applications and amendment) connected to the River Farm Road Chalets
9 April 2014	EKMG Committee meeting
9 April 2014	Warringarri artists at Airport
9 April 2014	Mark Phillips and Andrew McDonald - RSL Monument regarding War Memorial
9 April 2014	Meeting with Assistant Fire Commissioner Stephen Fewster and Grant Pipe
10 April 2014	Meeting with John Hughes, MG Corporation
10 April 2014	Meeting with Waterski Club regarding Commercial Boat Facility
11 April 2014	Business After Hours
14 April 2014	Meeting with Department of Planning regarding Local Planning Strategy and Ramsar

COUNCIL DECISION

Minute No. 10401

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

Council accepts the Chief Executive Officer Reports from 26 March 2014 to 29 April 2014.

Carried Unanimously 9/0

14. MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil

15. QUESTIONS BY MEMBERS OF WHICH DUE NOTICE HAS BEEN GIVEN

Nil

16. URGENT BUSINESS APPROVED BY THE PERSON PRESIDING OR BY DECISION

Nil

COUNCIL DECISION

Minute No. 10402

Moved: Cr B Robinson

Seconded: Cr G King

In accordance with section 5.23(2) of the Local Government Act 1995 that the meeting be moved behind closed doors to consider Item 17.1 Confidential – Tender 06 2013/2014 Construction Ivanhoe and Crossing Falls Bush Fire Stations.

Carried Unanimously 9/0

7.03pm Cr S Cooke leaves Council Chambers due to having a Financial Interest to Item 17.1 – Confidential – Tender 06 2013/2014 Construction Ivanhoe and Crossing Falls Bush Fire Stations

17. MATTERS BEHIND CLOSED DOORS

17.1 CONFIDENTIAL – TENDER 06 2013/2014 CONSTRUCTION IVANHOE AND CROSSING FALLS BUSH FIRE STATIONS

DATE:	29 April 2014
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	Ivanhoe and Crossing Falls Bush Fire Stations
AUTHOR:	Robert Jehu, Emergency & Regulatory Services Coordinator
REPORTING OFFICER:	Kevin Hannagan, Director Infrastructure Services
FILE NO:	TO6 2013/2014

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.

VOTING REQUIREMENT

Simple Majority

COUNCIL DECISION

Minute No. 10403

Moved: Cr G King

Seconded: Cr B Robinson

That Council:

- 1. Rejects all tenders received for TO6 2013/2014 Construction of Ivanhoe and Crossing Falls Bushfire Stations; and**
- 2. Readvertises for Tenders for TO6 2013/1014 Construction of Ivanhoe and Crossing Falls Bushfire Stations with a minimum closing date of two (2) weeks.**

Carried Unanimously 8/0

7.05pm Cr S Cooke enters Council Chambers

COUNCIL DECISION

Minute No. 10404

Moved: Cr K Wright

Seconded: Cr B Robinson

That Council move out from behind closed doors.

Carried Unanimously 9/0

18. CLOSURE

The Shire President declares the meeting closed at 7.05pm.